MEETING OF THE SUNRISE CITY COMMISSION

Special Commission Meeting will be held at City Hall Commission Chambers located at 10770 West Oakland Park Blvd., Sunrise, Florida 33351, The City of Sunrise City Commission Meeting will be hosted both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

SPECIAL CITY COMMISSION MEETING AGENDA
Monday, September 15, 2025 - 5:00 PM

(1) Call To Order

(2) Roll Call

(3) Moment of Silence and Pledge of Allegiance

(4) Consent Agenda

(ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION AND SEPARATE VOTE AT THE REQUEST OF ONE (1) COMMISSIONER, THE STAFF, OR ANY MEMBER OF THE PUBLIC. ANY ITEM REMOVED FROM THE CONSENT AGENDA SHALL BE HEARD AT THE CONSENT DISCUSSION PORTION OF THAT COMMISSION MEETING.)

(A) Donation

C25195

A Resolution of the City of Sunrise, Florida, approving Expenditures and Donations from the State Confiscation and Forfeiture Fund (196) in the amount of $25,000 for Law Enforcement Programs and Community Events; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

(B) Agreement

C25222

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 25-22-05-WL between the City of Sunrise and Safeware, Inc." for the purchase of an Upgraded Video Management System, under the terms of the County of Fairfax, Virginia Contract No. 4400008468 for Public Safety and Emergency Preparedness Equipment and related services; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

(C) Insurance

C25200

A Resolution of the City of Sunrise, Florida, approving the Renewal of Various Excess Liability, Property, and Stop-Loss Workers' Compensation Insurance Coverages through the Florida Municipal Insurance Trust, Administered through the Florida League of Cities, incorporated, for the period of October 1, 2025 through September 30, 2026; authorizing the Risk Manager to amend coverages and adjust property claims; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(D) Services

C25201

A Resolution of the City of Sunrise, Florida, to award Bid No. 25-69-07-HR for Printing Services, Citywide to DAX Copying and Printing, Inc. as the primary vendor and Glorified Printing, Inc as the secondary vendor; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(E) Waive Ballroom Fees for Economic Development

C25218

A Resolution of the City of Sunrise, Florida, approving the waiver of "Signature Sunrise" Ballroom and Civic Center Theatre fees for Economic Development purposes; and providing public purpose; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(F) Agreement

C25220

A Resolution of the City of Sunrise, Florida, approving a

"Amended and Restated Agreement Between Broward County and City of Sunrise for SWIM Central Water Safety Instruction and Education"; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(G) Agreement

C25198

A Resolution of the City of Sunrise, Florida, approving the purchase of Indoor and Outdoor Athletic Equipment for Gymnasium Improvements from List Industries Inc. D/B/A Storagecraft as the Sole Source provider for Draper, Inc. products; and providing an effective date. Mark Lubelski, City Manager. Kevin Pickard, Director of Leisure Services.

(H) Services

C25223

A Resolution of the City of Sunrise, Florida to award Bid No. 25-68-07-MM Laser Grade Ballfields (Infields) to Juniper Landscaping of Florida, LLC and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(I) Agreement

C25203

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and BCC Engineering, Inc. n/k/a BCC Engineering, LLC, for Structural Condition Assessment Reports for City Parks Boardwalks"; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(J) Amendment

C25216

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Continuing Services Agreement between the City of Sunrise and Traf Tech Engineering, Inc. for Traffic Engineering Consulting Services"; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(K) Agreement

C25196

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 25-26-08-HR between the City of Sunrise and Step CG, LLC" under the terms of the State of Utah NASPO ValuePoint Participating Addendum No. 43220000-NASPO-19-ACS for Data Communications Products & Services; and providing an effective date. City Manager Mark Lubelski. Mo Pierre-Louis, Director of Information Technology.

(L) Agreement

C25183

A Resolution of the City of Sunrise, Florida, approving an "Order Form" and a "Services Agreement" between the City of Sunrise and Governmentjobs.com, Inc. D/B/A Neogov for the purchase of Workforce Management Software and related services; and providing an effective date. City Manager Mark Lubelski. Mo Pierre-Louis, Director of Information Technology.

(M) Equipment

C25197

A Resolution of the City of Sunrise, Florida, to awarding RFP No. 25-02-02-MS for a Dry Ice Blaster System to Surpass Industrial, LLC; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(N) Agreement

C25202

A Resolution of the City of Sunrise, Florida, to Award RFQ No. 25-02-05-MS, Design-Build Services for the Lift Station Basin 122 Improvement Project – Step 1 to qualify the following firms: David Mancini & Sons, Inc., Giannetti Contracting Corporation, Ric-Man International, Inc., and Southern Underground Industries, Inc.; authorizing the Procurement Manager to proceed to Step 2 by issuing a request for proposals to the qualified firms; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(O) Services

C25103

A Resolution of the City of Sunrise, Florida, approving "Standard Contract No. C 25-29-02-CM between the City of Sunrise, Florida and ABB Inc. for the Purchase of Maintenance, Repair and

Replacement Services, and Equipment for ABB Power Delivery Equipment" as the Sole Source provider; and providing an effective date; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(5) <u>Special Items</u>

(A) Proclamation

Proclamation proclaiming the Month of September 2025 as National Service Dog Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

(B) Proclamation

Proclamation proclaiming the Month of September 2025 as Spinal Cord Injury Awareness Month. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

(C) Presentation

Presentation of the Youth Athletes of the Month Awards for September 2025 to Kenzie Deffenbaugh and Ayden Spells from the Sunrise Recreation Basketball Program. Kevin Pickard, Director of Leisure Services.

(D) Presentation

Presentation of Teacher of the Month Award for September 2025 to Mr. Patrick Sipes from Bair Middle School and Mr. Andrew Osias from Westpine Middle School. Kevin Pickard, Director of Leisure Services.

(E) Presentation

Recognition of service time and dedication for an employee that retired from City service awarded to Steven Gale, Utility Mechanic I. Rodrigo De Castro, Director of Utilities.

(F) Presentation

Presentation of the Outstanding Performance Award for September 2025 to Amanda Cuba, Administrative Assistant II.

Susan Nabors, Director of Finance and Administrative Services.

(G) Proclamation

Proclamation proclaiming the Month of September 2025 as Suicide Prevention Awareness Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

(H) Proclamation

Proclamation proclaiming the week of September 15th through October 15th, 2025 as Hispanic Heritage Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

(I) Proclamation

Proclamation proclaiming the Month of September 2025 as Hunger Action Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

(6) Open Discussion

(7) Commission/Mayor Reports

(8) City Manager's Report

(9) Consent Discussion

(DISCUSSION AND SEPARATE VOTE SHALL BE HEARD ON ITEMS PULLED FROM THE CONSENT AGENDA FOR DISCUSSION.)

(10) Public Hearings

(A) Fire Rescue Assessment

C25205

A Resolution of the City of Sunrise, Florida, relating to the provision of Fire Rescue Services, Facilities and Programs in the City of Sunrise, Florida; reimposing Fire Rescue Assessments against Assessed property located within the City of Sunrise for the Fiscal Year beginning October 1, 2025; approving the Rate of Assessment; approving the Assessment Roll; and providing an

effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(B) Parking Garage Assessment

C25215

A Resolution of the City of Sunrise, Florida relating to the Parking Garages Assessment Area and Adopting the Annual Rate Resolution for Fiscal Year 2025/2026; approving the Assessment Roll; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(C) Nuisance Abatement Assessment

C25189

A Resolution of the City of Sunrise, Florida, adopting the Assessment Roll for Nuisance Abatement for the time period of June 1, 2024 through May 31, 2025, with interest calculated through October 31, 2025; and providing for an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(D) Amendment

C25112

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Ordinance No. 715-X, as Amended; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Jami Ketchup, Director of Human Resources. (First Reading CCM 8/12/2025 Passed 3-0 Ryan, Scuotto absent).

(E) Amendment

C25184

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Fiscal Year 2024/2025 Budget Ordinance No. 709; Amending the General Fund (001); providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services. (First Reading CCM 8/12/2025 Passed 3-0 Ryan, Scuotto absent).

(F) Amendment

C25178

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 16 “Land Development Code” by Amending Article V “District Regulations,” Section 16-101 “Planned Unit Development (PUD) District” to authorize requests for reduced minimum floor area for certain affordable housing projects; providing for conflict; providing for severability; providing for inclusion in the city code; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (First Reading CCM 8/12/2025 Passed 3-0 Ryan, Scuotto absent).

(G) Uniform Signage Plan

C25169

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, adopting an amendment to the Uniform Signage Plan for the Sawgrass Mills Mall; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (First Reading CCM 8/12/2025 Passed 3-0 Ryan, Scuotto absent).

(H) Amendment

C25214

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending the Community Development Department “Building Division Fee Schedule” to adjust the percentage based permit fees for new construction, additions, and alterations; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(I) Amerifirst-Metropica DRI

C25210

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, relating to the Amerifirst-Metropica Development of Regional Impact; approving a request for modification of the Amerifirst-Metropica Development of Regional Impact Development Order by amending Section 1.3 to

increase the total of high rise dwelling units from 2,500 to 3,000 and increasing the amount of office gross square feet from 785,000 to 925,000; by amending Sections 2.5 and 2.6 to provide for approved statutory extensions in accordance with Section 252.363, Florida Statutes; by amending Section 3.7.1 to amend the requirements for the Commute Trip Reduction Plan; by deleting Section 3.7.4 regarding transportation modes; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(J) Uniform Signage Plan

C25219

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, approving an amendment to the Uniform Signage Plan for the Amerant Bank Arena; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(K) Amendment

C25194

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Chapter 14 of the City code, "Traffic and Motor Vehicles," by creating article IV entitled "Speed Detection Systems in School Zones," authorizing the use of the school zone speed detection systems in accordance with state law; providing for a local hearing officer; establishing administrative costs; designating school zone locations constituting a heightened safety risk; providing for conflict; providing for severability; providing for inclusion in the City code; and providing for an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

(11) <u>Quasi Judicial Hearings</u>

(A) Rezoning

C25208

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, approving a Rezoning

from CR (Commercial Recreation District) and RM-10 (Low Medium Multifamily Residential District) to Planned Unit Development (PUD) District of approximately 0.77 acres of land generally located south of NW 30 Place, between Aragon Boulevard and E. Sunrise Lakes Drive, within the City of Sunrise, Broward County, Florida; amending the Zoning District Map to reflect the Rezoning; approving design guidelines; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(12) City Clerk's Report

(13) City Attorney's Report

(14) New Business

(A) Agreement

C25221

A Resolution of the City of Sunrise, Florida, Awarding RFP No. 25-03-02-JC and "Standard Contract No. 25-03-02-JC between the City of Sunrise, Florida and Vetted Security Solutions LLC" for Automated License Plate Readers; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

(B) City Manager Annual Review

Commission discussion and/or action regarding the annual review and evaluation of the City Manager. City Manager Mark Lubelski.

(C) Chief of Police Annual Review

Commission discussion and/or action regarding the annual review and evaluation of the Chief of Police Daniel J. Ransone.

(D) City Clerk Annual Review

Commission discussion and/or action regarding the annual review and evaluation of the City Clerk. Felicia M. Bravo, City Clerk.

(E) Fire Chief Annual Review

Commission discussion and/or action regarding the annual review and evaluation of the Fire Chief. John McNamara, Fire Chief.

(F) Hurricane Youth Football Program

City Manager Update and City Commission Discussion and/or

Action Regarding the Hurricanes Youth Football Program. City Manager Mark Lubelski.

Adjournment

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status. **In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711: Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.**

If you plan to distribute written documents at the meeting, you must provide 10 copies to the City Clerk prior to the start of the meeting.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Police

Item Title: Donation

Item Number: 4A **Meeting Date:** 9/15/2025

City Reference Number (C#): C25195

Item Description:

A Resolution of the City of Sunrise, Florida, approving Expenditures and Donations from the State Confiscation and Forfeiture Fund (196) in the amount of $25,000 for Law Enforcement Programs and Community Events; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

Funding:

196.21.16.521.508223 - Grants/Aid Donations

Amount:

Kiwanis Club of Sawgrass $5,000.00
2-1-1 Broward $3,500.00
Crime Stoppers $5,000.00
Women in Distress $4,000.00
Broward Victim's Rights Coalition $4,500.00
A Child is Missing $3,000.00
TOTAL $25,000.00

ATTACHMENTS:

ATY Resolution - C25195
Kiwanis Club of Sawgrass Sunrise
2-1-1 Broward
Crime Stoppers
Women in Distress
Broward Victim's Rights Coalition
A Child is Missing
City Attorney Opinion Letter - Forfeiture Donations
Florida Contraband Forfeiture Act Cerificate of Compliance
Donations From The Forfeiture Funds

Background:
In accordance with Florida State Statute 932.7055(5) pertaining to Confiscation/Forfeiture Funds, law enforcement agencies are required to expend or donate no less than 25% of revenues received through confiscation and forfeiture proceedings for various community law enforcement programs.

All expenditure requests from the State Confiscation/Forfeiture Fund must be made by the Chief of Police to the City Commission, the City's governing body. A written certification from the Chief of Police, verifying that the request complies with the provisions of the Confiscation/Forfeitures statute, must accompany expenditure request.

It is requested that the City Commission approve these donations from the Police Department State Confiscation and Forfeiture Fund (196) in the amount of $25,000.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Major Ryan Reardon Phone: 954-746-3558

Department Head Name and Title:
Daniel J. Ransone, Chief of Police

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING EXPENDITURES AND DONATIONS FROM THE STATE CONFISCATION AND FORFEITURE FUND (196) IN THE AMOUNT OF $25,000.00 FOR LAW ENFORCEMENT PROGRAMS AND COMMUNITY EVENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 932.7055(5)(a), Florida Statutes, forfeiture proceeds shall be deposited in a special law enforcement trust fund and used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes; and

WHEREAS, in accordance with Section 932.7055(5)(c), Florida Statutes, law enforcement agencies that acquire at least $15,000 within a fiscal year are required to expend or donate no less than twenty-five percent (25%) of forfeiture proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer programs; and

WHEREAS, the Chief of Police has certified that the donations set forth in the attached Exhibit A comply with state law.

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

Section 1. Expenditures and donations from the State Confiscation and Forfeiture Fund (196) in the amount of $25,000.00 for law enforcement purposes and programs meeting the requirements of Section 932.7055(5)(c), Florida Statutes, as set forth in the attached Exhibit A “Donations from the Forfeiture Funds FY 24/25” are hereby approved.

Section 2. The Chief of Police shall ensure that all requirements of the Florida Contraband Forfeiture Act are met.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Kiwanis

Club of Sawgrass Sunrise

Kiwanis Club of Sawgrass Sunrise
470 NW 78th Terr,
Plantation, FL 33324

April 23, 2025

Daniel Ransone
Chief of Police
Sunrise Police Department
10440 W. Oakland Park Blvd.
Sunrise, Florida 33351

Chief Ransone,

Kiwanis Club of Sawgrass Sunrise, a 501c3 charitable organization, is requesting a donation from the City of Sunrise Law Enforcement Trust Fund (LETF) in the amount of $5,000.00. Kiwanis Club of Sawgrass Sunrise understands and acknowledges that these LETF monies are governed by Florida State Statute 932.7055 and can only be expended on particular and identifiable items or services, including crime prevention, safe neighborhood initiatives, drug abuse education, and drug prevention programs.

By requesting these LETF monies, we acknowledge that our organization will expend said monies only on the programs/initiatives outlined in Florida State Statute 932.7055. Kiwanis Club of Sawgrass Sunrise further recognizes the need to maintain proper accountability and transparency when expending LETF monies and, therefore, agrees to submit documentation attesting to the expenditure of these funds on the items/services as outlined in Florida State Statute 932.7055. Kiwanis Club of Sawgrass Sunrise understands and agrees that this documentation must occur on or about the end of each fiscal year (September) and will be submitted to the Chief of Police or his designee on our organization's letterhead and will acknowledge receipt of LETF funds and that they have been expended in accordance with Florida State Statute 932.7055.

Thank you for your consideration and the Kiwanis Club of Sawgrass Sunrise looks forward to working closely with the Sunrise Police Department in the future.

Sincerely,

Arlene Lewis-Marr
President of the Kiwanis Club of Sawgrass Sunrise
501c3#-202325661

Grant Proposal for the Kiwanis Club of Sawgrass Sunrise

Description of Applicant Agency

The Kiwanis Club of Sawgrass Sunrise, a dedicated 501(c)(3) non-profit organization, has been serving the community for over 20 years. As part of Kiwanis International, our mission is to empower communities to improve the world by making lasting differences in the lives of children. Our club is devoted to changing the lives of young people experiencing homelessness in Broward County by addressing their most pressing needs and creating pathways for them to thrive.

For two decades, we've poured our hearts into programs that nurture the well-being and growth of young people, especially those facing tough challenges. Through friendships with local shelters, schools, and community groups, we've touched the lives of countless youth. Now, we're expanding our efforts to reach young people without stable housing who face greater risks of getting involved in troubling situations simply because they lack basic necessities and supportive connections.

Project Summary

The Kiwanis Club of Sawgrass Sunrise is launching our Care & Dignity Packages for Youth in Need initiative to support over 1,000 young people without stable housing in Broward County. These kids and teens face daily hurdles, including negative influences and going without essentials many of us take for granted. Our project aims to disrupt this pattern by providing comprehensive care packages that meet both immediate needs and longer-term aspirations, helping young people focus on learning, personal development, and positive community connections.

A joint effort between the Kiwanis Club of Sawgrass Sunrise and the City of Sunrise Police Department, bolstered by their generous $5,000 donation, will help us reach many more young people in need. This meaningful partnership opens doors to new community connections, welcomes more caring volunteers into our circle, and creates a stronger safety net to catch those young people who might otherwise slip through the cracks. Together, we can make sure no child faces their challenges alone.

Each Care & Dignity Package will include:

- **Personal Care Items**: Shampoo, conditioner, deodorant, toothpaste, toothbrush, hand sanitizer.
- **Fresh Clothing**: New socks, undergarments, t-shirts, sweatshirts, and seasonal items.
- **Learning Tools**: Notebooks, pens, pencils, calculators, and sturdy backpacks.
- **Comfort Essentials**: Shelf-stable snacks, water bottles, and blankets.

Creating an Impact in the Community

These Care & Dignity Packages will address the urgent needs of young people without homes, boosting their wellbeing and reducing their vulnerability to negative influences. By meeting these fundamental human needs, we help nurture self-worth, resilience, and a sense of belonging. These young people often face harsh judgments and rejection, which can lead them toward troubling behaviors just to survive. By extending a helping hand, we help break this painful cycle and plant seeds of hope and possibility.

With the City of Sunrise walking alongside us, we'll find young people who might otherwise remain invisible – those staying temporarily with friends, sleeping in cars, or finding shelter wherever they can. City team members bring unique insights about our community's hidden corners where young people might be struggling alone.

Preventing Harmful Choices Through Support

Young people without stable homes sometimes make desperate choices just to get by. By proactively offering resources they desperately need, we reduce these pressures and support healthier decisions. Research shows that providing vulnerable youth with necessities and educational tools significantly improves their chances of staying on a positive path. Our approach ensures these young people receive not just essential items but also encouragement to pursue their education and personal growth.

Our partnership with the City of Sunrise strengthens this prevention aspect by creating positive connections between vulnerable youth and community helpers before crisis moments occur, building trust when it matters most.

Community Friendship and Support

The Kiwanis Club of Sawgrass Sunrise will work alongside local shelters, schools, and community centers to find young people in need and ensure they receive packages when and where they need them. With the City of Sunrise as our trusted partner, we gain access to additional public spaces, youth programs, and community gatherings as connection points, helping us reach our goal of supporting over 1,000 young people effectively.

The City's involvement also strengthens our volunteer family, as city team members and connected community groups join hands with our existing volunteers from local high schools and colleges to prepare and distribute packages. This expanded circle of caring adults creates more opportunities for meaningful connections and positive role models for vulnerable youth. We'll measure our success through thoughtful conversations with our partners and the young people we serve.

Conclusion

The Care & Dignity Packages for Youth in Need initiative, strengthened by our heartfelt partnership with the City of Sunrise, will touch the lives of over 1,000 young people across Broward County. This collaboration magnifies the impact of the $5,000 contribution, allowing us to reach more young people, provide more comprehensive support, and create lasting positive change throughout our community.

By offering essential support and guidance through our combined efforts, we help young people find paths beyond homelessness toward brighter futures filled with possibility. This grant will fuel our shared mission of lifting up young people and strengthening our community, one caring connection at a time.

We deeply appreciate your consideration and support in helping us transform lives through compassion, partnership, and community spirit.

2-1-1 Broward

Your First Call For Help!

April 14, 2025

Daniel Ransone
Chief of Police
Sunrise Police Department
10440 W. Oakland Park Blvd.
Sunrise, Florida 33351

Chief Ransone,

First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward a 501c3 charitable organization is requesting a donation from the City of Sunrise Law Enforcement Trust Fund (LETF) in the amount of $3,500.00. 2-1-1 Broward understands and acknowledges that these LETF monies are governed by Florida State Statute 932.7055 and can only be expended on particular and identifiable items or services, including crime prevention, safe neighborhood initiatives, drug abuse education, and drug prevention programs.

By requesting these LETF monies, we acknowledge that our organization will expend said monies only on the programs/initiatives outlined in Florida State Statute 932.7055. 2-1-1 Broward further recognizes the need to maintain proper accountability and transparency when expending LETF monies and, therefore, agrees to submit documentation attesting to the expenditure of these funds on the item/services as outlined in Florida State Statute 932.7055. 2-1-1 Broward understands and agrees that this documentation must occur on or about the end of each fiscal year (September) and will be submitted to the Chief of Police or his designee on our organization's letterhead and will acknowledge receipt of LETF funds and that they have been expended in accordance with Florida State Statute 932.7055.

Thank you for your consideration and 2-1-1 Broward looks forward to working closely with the Sunrise Police Department in the future.

Sincerely,

Sheila Smith

Sheila J. Smith, President/CEO
2-1-1 Broward
501c3#65-0589294

2-1-1 Broward

Your First Call For Help!

April 14, 2025

Daniel Ransone
Chief of Police
Sunrise Police Department
10440 W. Oakland Park Blvd.
Sunrise, FL 33351

Chief Ransone,

First Call For Help of Broward, Inc., d/b/a 2-1-1 Broward received a donation of $3,500.00 during the fiscal year 2023/2024 from the City of Sunrise, Florida Law Enforcement Trust Fund (LETF). This letter hereby acknowledges that these funds were expended in accordance with Florida State Statute 932.7055.

Sincerely,

Sheila J. Smith, President/CEO
2-1-1 Broward
501c3#65-0589294

2-1-1 Broward - City of Sunrise LETF
Total donation $3,500

2-1-1 Helpline Services:

$ 3,500

1 Helpline Counselor @ $47,000 per year x 7.4%
Helpline Counselors provided approximately 3 hours per week providing General requests for information and referrals, as well as crisis and suicide hotlines for residents of the City of Sunrise.

CRIME STOPPERS
BROWARD COUNTY, FLORIDA

Founder in Memoriam
David H. Rush

Officers
Paul W. Jaworski, CPP, President
Caesar Silva, Vice President
Steve Einhorn, Secretary
Ron Heller, Treasurer

Thursday, May 15, 2025

Chief Daniel Ransone
Sunrise Police
10440 W Oakland Park Blvd
Sunrise, FL 33351

Dear Chief Ransone,

Crime Stoppers Council of Broward County, Inc., (Crime Stoppers) a 501c3 charitable organization, is requesting a donation from the City of Sunrise Law Enforcement Trust Fund (LETF) in the amount of **$5,000**. Crime Stoppers understands and acknowledges that these LETF monies are governed by Florida State Statute 932.7055 and can only be expended on very specific and identifiable items or services and include: crime prevention, safe neighborhood initiatives, drug abuse education and drug prevention programs.

By requesting these LETF monies, we are hereby acknowledging that our organization will expend said monies only on the programs/initiatives outlined in Florida State Statute 932.7055. Crime Stoppers further recognizes the need to maintain proper accountability and transparency when expending LETF monies and therefore agrees to submit documentation attesting to the expenditure of these funds on the item/services as outlined in Florida State Statute 932.7055. Crime Stoppers understands and agrees that this documentation must occur on or about the end of each fiscal year (September) and will be submitted to the Chief of Police or his designee on our organization's letterhead and will simply acknowledge receipt of LETF funds and that they have been expended in accordance with Florida State Statute 932.7055.

Thank you for your consideration and Crime Stoppers looks forward to working closely with the Sunrise Police in the future.

Sincerely,

Paul W, Jaworski, CPP
President / CEO
501 (C)(3) #59-2126052

1451 West Cypress Creek Road, #300
Fort Lauderdale, Florida 33309
(954) 493-TIPS (8477)
www.browardcrimestoppers.org

FLORIDA DEPT. OF AGRICULTURE & CONSUMER SERVICES REGISTRATION#: CH1578
A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE WITHIN THE STATE: 800-HELP-FLA (435-7352) www.FloridaConsumerHelp.com. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

CRIME STOPPERS
BROWARD COUNTY, FLORIDA

Founder in Memoriam
David H. Rush

Officers
Paul W. Jaworski, CPP, President
Caesar Silva, Vice President
Steve Einhorn, Secretary
Dean Kubler, Treasurer

Thursday, May 15, 2025

Chief Daniel Ransone
Sunrise Police
10440 W Oakland Park Blvd
Sunrise, FL 33351

Dear Chief Ransone

Crime Stoppers Council of Broward County, Inc. received a donation of $5,000 during fiscal year 2022/2023 from the City of Sunrise, Florida, Law Enforcement Trust Fund (LETF). This letter hereby acknowledges that these funds were expended in accordance with Florida State Statute 932.7055.

Sincerely,

Paul W, Jaworski, CPP
President / CEO
501 (C)(3) #59-2126052

1451 West Cypress Creek Road, #300
Fort Lauderdale, Florida 33309
(954) 493-TIPS (8477)
1-(866) 493-TIPS (8477)

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LETF Donations Report
2024

Crime Stoppers Council of Broward County	
City of Sunrise donation FY 2024	$5,000
Billboard Advertising $2,500/mo for 6 months	($15,000)
Feb 24, 2024 Reward for Sunrise Case #2-2402-006228	($340)
Box Truck Electronic Mobile Billboard case advertising	($1,500)
Over / Under Budget	($11,840.00)

Women In Distress of Broward County
Helping families rebuild their lives for 50 years!

Jim & Jan Moran Family Center | Office 954-760-9800 | Fax 954-832-9487
P.O. Box 50187, Lighthouse Point, FL 33074 | widbroward.org

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Linda Parker, Ph.D., President & CEO

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April 17, 2025

Daniel Ransone
Chief of Police
Sunrise Police Department
10440 W. Oakland Park Blvd.
Sunrise, Florida 33351

Women In Distress of Broward County, Inc., a 501c3 charitable organization is requesting a donation from the City of Sunrise Law Enforcement Trust Fund (LETF) in the amount of $4,000. Women In Distress of Broward County, Inc. understands and acknowledges that these LETF monies are governed by Florida State Statute 932.7055 and can only be expended on particular and identifiable items or services, including crime prevention, safe neighborhood initiatives, drug abuse education, and drug prevention programs.

By requesting these LETF monies, we acknowledge that our organization will expend said monies only on the programs/initiatives outlined in Florida State Statute 932.7055. Women In Distress of Broward County, Inc. further recognizes the need to maintain proper accountability and transparency when expending LETF monies and, therefore, agrees to submit documentation attesting to the expenditure of these funds on the item/services as outlined in Florida State Statute 932.7055. Women In Distress of Broward County, Inc. understands and agrees that this documentation must occur on or about the end of each fiscal year (September) and will be submitted to the Chief of Police or his designee on our organization's letterhead and will acknowledge receipt of LETF funds and that they have been expended in accordance with Florida State Statute 932.7055.

Thank you for your consideration and Women In Distress of Broward County, Inc. looks forward to working closely with the Sunrise Police Department in the future.

Sincerely,

Linda L. Parker, Ph.D.
President and CEO
Women In Distress of Broward County, Inc.
501c3#: 59-1592524

Women In Distress of Broward County
Helping families rebuild their lives for 50 years!

Jim & Jan Moran Family Center | Office 954-760-9800 | Fax 954-832-9487
P.O. Box 50187, Lighthouse Point, FL 33074 | widbroward.org

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Carmen Ramirez
Carmen Rodriguez
Marla Schaefer
Dana Somerstein
Jill Wallace-Ross

Board of Trustees
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Anne Chervony
Joanne Gaines
Kathleen Grace
Lois Herman
Cynthia Imperato
Emily Jaffe
Lindsay Malpica
Karen Sylvester
Judith Thiel
Josette Van Putten

April 17, 2025

Daniel Ransone
Chief of Police
Sunrise Police Department
10440 W. Oakland Park Blvd.
Sunrise, FL 33351

Dear Chief Ransone,

Women In Distress of Broward County, Inc. received a donation of $4,000 during the fiscal year 2023-2024 from the City of Sunrise, Florida Law Enforcement Trust Fund (LETF). This letter hereby acknowledges that these funds were expended in accordance with Florida State Statute 932.7055.

Sincerely,

Linda L. Parker, Ph.D.
President and CEO
Women In Distress of Broward County, Inc.

Women In Distress of Broward County, Inc.
2024 Breakdown of Expenditures
City of Sunrise Law Enforcement Trust Fund (LETF)
Total Donation: $4,000

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Hotline Calls Received	24-Hour Crisis Line (954-761-1133) including 24-hour crisis intervention services through our hotline and emergency shelter facilities.	18	$10.60	$190.80
Shelter Nights Provided	Temporary Emergency Shelter for adult victims and dependent children including safe shelter, service management, and supportive services such as food from our food pantry and clothing from WID's thrift store.	786	$143.10	$112,476.60
Hours of Outreach Services Provided	Outreach and Supportive Services including counseling, group sessions, therapy, children's counseling, onsite childcare, and advocacy.	1190.42	$87.36	$103,995.10
			Total Value of Services Provided to Sunrise Residents	$216,662.50
			LETF Funding Received	$4,000.00

BROWARD VICTIM'S RIGHTS COALITION

YOU HAVE THE RIGHT TO BE INFORMED, PRESENT & HEARD

OFFICERS

President
Sandra Vazquez, MS
Human Services Manager
Nancy J. Cotterman Center
2995 North Dixie Highway
Oakland Park, FL 33334
954.357.5775 ext. 5761

Vice President
Jenifer Mejia Coronell, MSW
Special Victim Advocate II
Office of the State Attorney
17th Judicial Circuit
201 SE 6th Street
Ft. Lauderdale, FL 33301
954.765.4133

Recording Secretary
Deva Cats-Baril, MPH
Program Project Coordinator
Nancy J. Cotterman Center
2995 North Dixie Highway
Oakland Park, FL 33334
954.357.5775 ext. 5609

Corresponding Secretary
Elena M. Munoz, MSW
Special Victim Advocate II
Office of the State Attorney
17th Judicial Circuit
201 SE 6th Street
Ft. Lauderdale, FL 33301
954.765.4133

Treasurer
Ashley Conon, BA
Victim Advocate
Margate Police Department
5790 Margate Boulevard
Margate, FL 33063
954.972.7111

Membership Chair
Belize Leiva, BA
Victim Services Coordinator
City of Lauderhill Police Department
6279 West Oakland Park Boulevard
Lauderhill, FL 33313
954.497-4703

Immediate Past President
Bridget Tuttle, PhD
Professor
Florida International University
11200 S.W. 8th Street
Miami, FL 33199

May 30, 2025

Daniel J. Ransone
Chief of Police
Sunrise Police Department
10440 W. Oakland Park Blvd.
Sunrise, Florida 33351

Chief Ransone,

Broward Victim's Rights Coalition, a 501c3 charitable organization, is requesting a donation from the City of Sunrise Law Enforcement Trust Fund (LETF) in the amount of $4,500. Broward Victim's Rights Coalition understands and acknowledges that these LETF monies are governed by Florida State Statute 932.7055 and can only be expended on very specific and identifiable items or services and include crime prevention, safe neighborhood initiatives, drug abuse education and drug prevention programs.

By requesting these LETF monies, we are hereby acknowledging that our organization will expend said monies only on the programs/initiatives outlined in Florida State Statute 932.7055. Broward Victim's Rights Coalition further recognizes the need to maintain proper accountability and transparency when expending LETF monies and therefore agrees to submit documentation attesting to the expenditure of these funds on the item/services as outlined in Florida State Statute 932.7055. Broward Victim's Rights Coalition understands and agrees that this documentation must occur on or about the end of each fiscal year (September) and will be submitted to the Chief of Police or his designee on our organizations letterhead and will simply acknowledge receipt of LETF funds and that they have been expended in accordance with Florida State Statute 932.7055.

Thank you for your consideration and Broward Victim's Rights Coalition looks forward to working closely with the Sunrise Police Department in the future.

Sincerely,

Sandra Vazquez, President
Broward Victim's Rights Coalition
501c3# 85-8012740441C-0

BROWARD VICTIM'S RIGHTS COALITION

YOU HAVE THE RIGHT TO BE INFORMED, PRESENT & HEARD

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Oakland Park, FL 33334
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11200 S.W. 8th Street
Miami, FL 33199

Daniel J. Ransone
Chief of Police
Sunrise Police Department
10440 W. Oakland Park Blvd.
Sunrise, FL 33351

Chief Ransone,

The Broward Victim's Rights Coalition received a donation of $4,500 during the fiscal year 2024/2025 from the City of Sunrise, Florida Law Enforcement Trust Fund (LETF). This letter hereby acknowledges that these funds were expended in accordance with Florida State Statute 932.7055.

Respectfully,

Sandra Vazquez, President
Broward Victim's Rights Coalition
954-357-5761

Broward Victim's Rights Coalition
LETF expenditures from Sunrise PD Donation FY 2024/2025

Total donation: $4500

RLK Victim Assistance Fund Disbursments: Immediate funding for needs arising out of a crime victimization (food, basic needs, transportation related items, lodging assistance, security related items)	$4,500.00

Officers
William Rubio, President
Frank Maznicki, Treasurer
Elizabeth Justen, Secretary

Board Members
William Rubio
Elizabeth Justen
Frank Maznicki

Advisory Board
Peggy Nordeen-CEO
Starmark International, Inc.-FL
George LaMoureaux, Founder
Climb for America's Children

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Starmark International, Inc.
PayPal Giving Fund

Memberships
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Missing & Exploited Children
Broward Chief's Association
Broward Victim's Rights Coalition
Florida Sheriff's Association
National Sheriff's Association

A Child Is Missing Alert Program

Educational Programs
Child Personal Safety Education
Positive Attitude Wins I – Anti-Bullying
Positive Attitude Wins II – Internet Safety

Contact
A Child Is Missing, Inc.
P.O. Box 460669
Fort Lauderdale, FL 33346
Tel: 954-763-1288
888-US5-ACIM
888-875-2246
www.AChildIsMissing.org
501(c)(3)

Jackie Breen, Executive Director

Sherry Friedlander, Founder/Retired

April 11, 2025

Daniel Ransone
Chief of Police
Sunrise Police Department
10440 W Oakland Park Blvd
Sunrise, FL 33351

Dear Chief Ransone,

A Child Is Missing, Inc., a 501(c)(3) charitable organization, is requesting a donation from the City of Sunrise Law Enforcement Trust Fund (LETF) in the amount of $3,000.00. The funds will be used for the following programs:

A Child Is Missing Alert Program - Support the police officers of the Sunrise Police Department 24 hours a day, 365-days a year, by placing Alert Calls for the officers in their investigation, search, and recovery of missing persons (children, elderly, often with Alzheimer's, and other disabled individuals) when they are in a potentially vulnerable situation. Donation $2,000.00

Child Safety Education Program – Education for youth ages 5-14. The program focuses on personal safety, self-esteem, the distractor, the by-stander, the up-stander, personal bullying experiences, anti-bullying, and internet safety. Donation $1,000.00

A Child Is Missing, Inc. understands and acknowledges that these LETF monies are governed by Florida State Statute 932.7055 and can only be expended on very specific and identifiable items or services and include crime prevention, safe neighborhood initiatives, drug abuse education and drug prevention programs.

By requesting these LETF monies, we are hereby acknowledging that our organization will expend said monies only on the programs/initiatives outlined in Florida State Statute 932.7055. A Child Is Missing, Inc. further recognizes the need to maintain proper accountability and transparency when expending LETF monies and therefore agrees to submit documentation attesting to the expenditure of these funds on the item/services as outlined in Florida State Statute 932.7055. A Child Is Missing, Inc. understands and agrees that this documentation must occur on or about the end of each fiscal year, September, and will be submitted to the Chief of Police or his designee on our organization's letterhead and will simply acknowledge receipt of LETF funds and that they have been expended in accordance with Florida State Statute 932.7055.

Thank you for your consideration and A Child Is Missing, Inc. looks forward to working closely with the Sunrise Police Department.

Sincerely,

Jackie Breen

Jackie Breen
A Child Is Missing, Inc., a 501(c)(3), EIN 65-0747870
Executive Director

Officers
William Rubio, President
Frank Maznicki, Treasurer
Elizabeth Justen, Secretary

Board Members
William Rubio
Elizabeth Justen
Frank Maznicki

Advisory Board
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George LaMoureaux, Founder
Climb for America's Children

Sponsors
Onsolve, LLC
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Memberships
Association for
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Broward Chief's Association
Broward Victim's Rights Coalition
Florida Sheriff's Association
National Sheriff's Association

A Child Is Missing Alert Program

Educational Programs
Child Personal Safety Education
Positive Attitude Wins I – Anti-Bullying
Positive Attitude Wins II – Internet Safety

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Fort Lauderdale, FL 33346
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888-US5-ACIM
888-875-2246
www.AChildIsMissing.org
501(c)(3)

Jackie Breen, Executive Director

Sherry Friedlander, Founder/Retired

April 11, 2025

Daniel Ransone
Chief of Police
Sunrise Police Department
10440 W. Oakland Park Blvd.
Sunrise, FL 33351

Chief Ransone,

A Child Is Missing, Inc., received a donation of $3,000 during the fiscal year 2023/2024 from the City of Sunrise, Florida Law Enforcement Trust Fund (LETF). This letter hereby acknowledges that these funds were expended in accordance with Florida State Statute 932.7055.

Sincerely,

Jackie Breen

Jackie Breen
A Child Is Missing, Inc., a 501(c)(3), EIN 65-0747870
Executive Director

A Child Is Missing LETF 2023-2024 Fund Expenditures breakdown

Total donation $3,000

A Child Is Missing Alert Program - Support the police officers of the Sunrise Police Department 24 hours a day, 365-days a year, by placing Alert Calls for the officers in their investigation, search, and recovery of missing persons (children, elderly - often with Alzheimer's, and other disabled individuals) when they are in a potentially vulnerable situation.	**$2,000**
Child Safety Education Program – Education for youth ages 5-14. The program focuses on personal safety, self-esteem, the distractor, the by-stander, the up-stander, personal bullying experiences, anti-bullying, and internet safety.	**$1,000**

Office of the City Attorney

Thomas P. Moss
City Attorney

Navin A. Ramnath
Deputy City Attorney

Robert M. Ruiz
Assistant City Attorney

Phone: (954) 746-3300
Fax: (954) 746-3307

July 25, 2025

Chief Daniel J. Ransone
Sunrise Police Department
10440 West Oakland Park Boulevard
Sunrise, Florida 33351

Re: Donation of Forfeiture Funds

Chief Ransone,

This letter is provided in response to your request for a legal opinion outlining the statutory authority and requirements for donations from state Law Enforcement Trust Fund ("LETF") proceeds. My opinion is based on the following: a review of the relevant Florida Statutes, a review of the entities seeking donations, and the information provided to the City from the requestor entities documenting the expenditure of money received in previous years. Please read carefully below to ensure that I have properly summarized the facts and answered the question posed. If you have any further questions, please notify me immediately.

Facts:

The City of Sunrise Police Department ("Department") has received requests from seven (7) charitable organizations for donation of state LETF proceeds. The Department may grant such requests, provided the requestor submits supporting documentation to satisfy the requirements of Section 932.7055, Florida Statutes. You advised that the Department has funds in its state LETF account to grant the requests, should you determine the requests to be sufficient and appropriate.

Question:

Based on the facts above, is there a legal impediment to the donation of state LETF proceeds to any of the requesting organizations? If not, what due diligence is required prior to your certification?

Answer/Opinion:

Under Florida law, forfeiture donations are considered an expenditure and are regulated in the same manner as other forfeiture expenditures. The Department may utilize forfeiture funds only for permissible expenditures. Donations are a permissible expenditure of state LETF proceeds as long as the receiving organization uses the donated funds for an authorized purpose. The Department has the discretion to determine which organizations or programs will receive donations.

Section 932.7055(5)(c), Florida Statutes, requires a requesting organization to apply to the Chief of Police for a donation of forfeiture funds. The application must be accompanied by a written certification that the donation will be used for an authorized purpose. The requesting organization is further required to include a statement describing anticipated recurring costs for subsequent fiscal years. An organization that receives a donation must provide an accounting for the monies received and “shall furnish the same reports as an agency of the county or municipality that receives public funds."

Donated funds may be used only for school resource officer, crime prevention, safe neighborhood, drug abuse education, or drug prevention programs or such other law enforcement purposes as the City Commission sees fit. The Chief of Police is required to present donation requests to the City Commission, accompanied by a written certification that the request complies with Section 932.7055(5), Florida Statutes.

The Department should review each donation request received for compliance with Section 932.7055(5)(c), Florida Statutes. Each requesting organization must:

1. Apply to the Chief in writing for a donation;
2. Include a certification that the money will be used for an authorized purpose;
3. Describe the organization’s anticipated recurring costs; and
4. Provide an accounting for donations received by furnishing the same reports as an agency of the municipality that receives public funds.

Before certifying that donated money is actually being allocated and used for an authorized purpose, the Chief of Police should exercise due diligence by scrutinizing requests in the following manner:

1. The requesting organization should be a not-for-profit entity;
2. The requesting organization should be an active and lawfully created entity within the State;

3. The requesting organization should be current in all licensing, taxes, and required registration fees;
4. The requesting organization's application should be reviewed to ensure money is accounted for and expended within the statutory requirements;
5. The request should be free of conflicts of interests;[1] and
6. The request should not directly benefit any employee or family member of the City.[2]

Applying the standards above to each donation request allows the Department to be transparent in in its approval or denial of a donation request.

Application to Current Requests

I have applied the standards outlined above in my analysis of the seven (7) pending requests for donations. The seven (7) requests are analyzed below based on the documentation provided by each organization.

Kiwanis Club of Sawgrass Sunrise, Inc.

There is a written request from Kiwanis Club of Sawgrass Sunrise, Inc. for a donation in fiscal year 2024-25. The request acknowledges the permissible uses of forfeiture funds contained in Section 932.7055 and certifies that the requested money will be expended only on those uses, including crime prevention, safe neighborhood initiatives, drug abuse education and drug prevention programs. There is no reference to the organization's anticipated recurring costs.

As to the due diligence standards, Kiwanis Club of Sawgrass Sunrise, Inc. is registered with the Department of State as an active Florida not-for-profit corporation which filed an annual report in February 2025. The letter of request is dated April 23, 2025, for a donation of $5,000 for care and dignity packages for Broward County young persons with unstable housing, consisting of personal care items, fresh clothing, learning tools, and comfort essentials. The Chief should consider all the above factors in considering certifying this request.

First Call for Help of Broward, Inc. d/b/a 2-1-1 Broward

There is a written request from First Call for Help of Broward, Inc. d/b/a 2-1-1 Broward for a donation in fiscal year 2024-25. The request acknowledges the permissible uses of forfeiture funds contained in Section 932.7055 and certifies that the requested money will be expended only on those uses, including crime prevention, safe neighborhood

[1] I am not in a position to opine on conflicts of interests or direct benefits to employees, so this letter does not analyze those issues. The Department should make that determination.
[2] See footnote 1 above.

initiatives, drug abuse education and drug prevention programs. There is no reference to the organization's anticipated recurring costs. There is a letter acknowledging that a previous donation of $3,500 in fiscal year 2023-24 was properly spent. The request further includes information pertaining to the services provided to Sunrise residents. It is unclear whether the information provided constitutes a sufficient "accounting" as I do not see a breakdown of exactly how the monies were expended. Also, the information provided may or may not constitute "the same reports as an agency of the municipality that receives public funds."

As to the due diligence standards, First Call for Help of Broward, Inc. is registered with the Department of State as an active Florida not-for-profit corporation which filed an annual report in January of 2025. The letter of request is dated April 14, 2025, for a donation of $3,500 in fiscal year 2024-25. The "accounting" for the previous donation in fiscal year 2023-24 only acknowledges compliance with Section 932.7055 and does not provide details as to specific expenditures. The Chief should consider all the above factors in considering certifying this request.

Crime Stoppers Council of Broward County, Inc.

There is a written request from Crime Stoppers Council of Broward County, Inc. for a donation in fiscal year 2024-25. The request acknowledges the permissible uses of forfeiture funds contained in Section 932.7055 and certifies that the requested money will be expended only on those uses, including crime prevention, safe neighborhood initiatives, drug abuse education and drug prevention programs. There is no reference to the organization's anticipated recurring costs. There is a letter acknowledging that a previous donation of $5,000 in fiscal year 2022-23 was properly spent and includes an "accounting" of a donation from fiscal year 2023-24 showing how that money was spent. That information may or may not constitute "the same reports as an agency of the municipality that receives public funds."

As to the due diligence standards, Crime Stoppers Council of Broward County, Inc. is registered with the Department of State as an active Florida not-for-profit corporation which filed an annual report in January 2025. The letter of request is dated May 15, 2025, for a donation of $5,000 in fiscal year 2024-25. There is a letter certifying the proper use of fiscal year 2022-23's donation but not fiscal year 2023-24's donation. The "accounting" for the previous donation in fiscal year 2022-23 only acknowledges compliance with Section 932.7055 and does not provide details as to specific expenditures. The "accounting" of fiscal year 2023-24's donation provided includes the dollar amounts of the specific expenditures and describes each expense; however, I am unable to ascertain if those expenditures related to crime prevention, safe neighborhood initiatives, drug abuse education or drug prevention programs. The Chief should consider all the above factors in considering certifying this request.

Women in Distress of Broward County, Inc.

There is a written request from Women in Distress of Broward County, Inc. for a donation in fiscal year 2024-25. The request acknowledges the permissible uses of forfeiture funds contained in Section 932.7055 and certifies that the requested money will be expended only on those uses, including crime prevention, safe neighborhood initiatives, drug abuse education and drug prevention programs. There is no reference to the organization's anticipated recurring costs. The request includes a letter certifying that a previous $4,000 donation in fiscal year 2023-24 was properly spent. The request includes an attached "accounting" reflecting the organization's "total value of services provided" with detailed descriptions of those services and costs. The information provided may or may not constitute "the same reports as an agency of the municipality that receives public funds."

As to the due diligence analysis, Women in Distress of Broward County, Inc. is registered with the Department of State as an active Florida not-for-profit corporation which filed an annual report in January 2025. The letter of request is dated April 17, 2025, for a donation of $4,000 in fiscal year 2024-25. The request includes a letter certifying the proper use of a previous donation. The "accounting" provided for the prior donation appear to show the funds were used in compliance with Section 932.7055. The Chief should consider all the above factors in considering certifying this request.

Broward Victim's Rights Coalition, Inc.

There is a written request from Broward Victim's Rights Coalition, Inc. for a donation in fiscal year 2024-25. The request acknowledges the permissible uses of forfeiture funds contained in Section 932.7055 and certifies that the requested money will be expended only on those uses, including crime prevention, safe neighborhood initiatives, drug abuse education and drug prevention programs. There is no reference to the organization's anticipated recurring costs. There is a letter certifying that a previous $4,500 donation was properly spent while delineating how the funds were spent, however it appears as though the letter erroneously states that the previous donation was made during fiscal year 2024-25 instead of fiscal year 2023-24. This information may or may not constitute "the same reports as an agency of the municipality that receives public funds."

As to the due diligence analysis, Broward Victim's Rights Coalition, Inc. is registered with the Department of State as an active Florida not-for-profit corporation which filed an annual report in January 2025. The letter of request is dated May 30, 2025, for a donation of $4,500 in fiscal year 2024-25. There is a letter certifying the proper use of a previous donation, including an "accounting" of monies received and spent. The previous expenditures appear to support safe neighborhood initiatives and/or crime prevention, which are permissible uses. The Chief should consider all the above factors in considering certifying this request.

A Child is Missing, Inc.

There is a written request from A Child is Missing, Inc. for a donation in fiscal year 2024-25. The request acknowledges the permissible uses of forfeiture funds contained in Section 932.7055 and certifies that the requested money will be expended only on those uses, including crime prevention, safe neighborhood initiatives, drug abuse education and drug prevention programs. There is no reference to the organization's anticipated recurring costs. The request includes a letter certifying that a previous $3,000 donation in fiscal year 2023-24 was properly spent. The request includes an attached "accounting" showing how the money was spent and how the requested donation would be spent. This information may or may not constitute "the same reports as an agency of the municipality that receives public funds."

As to the due diligence analysis, A Child is Missing Inc. is registered with the Department of State as an active Florida not-for-profit corporation which filed an annual report in April 2025. The letter of request is dated April 11, 2025, for a donation of $3,000 in fiscal year 2024-25. There is a letter certifying the proper use of a previous donation, including an "accounting" of monies received and spent. The previous expenditures appear to support crime prevention, which is a permissible use. The Chief should consider all the above factors in considering certifying this request.

The Marjorie Forrest Foundation

There is a written request from The Marjorie Forrest Foundation for a donation in fiscal year 2024-25. The request acknowledges the permissible uses of forfeiture funds contained in Section 932.7055 and certifies that the requested money will be expended only on those uses, including crime prevention, safe neighborhood initiatives, drug abuse education and drug prevention programs. There is no reference to the organization's anticipated recurring costs. The request includes a letter certifying that a previous donation in fiscal year 2023-24 was properly spent. The request further includes information pertaining to how the donation would be spent. It is unclear whether the information provided constitutes a sufficient "accounting" as I do not see a breakdown of exactly how the monies were expended. Also, the information provided may or may not constitute "the same reports as an agency of the municipality that receives public funds."

As to the due diligence analysis, "Marjorie Forest Foundation Inc." is registered with the Department of State as of January 11, 2022, as an active Florida not-for-profit corporation which filed an annual report in April 2025. The Department of State lists the corporate name with a slightly different spelling and the Annual Report filed by the organization itself uses a different spelling compared to its request letter submitted to the City. The IRS lists the organization as "Marjorie Forrest Foundation Inc." which is slightly different than the

Florida Department of State spelling.[3] However, the EIN and the corporate address is consistent.

The letter of request is dated April 16, 2025, for a donation of $5,000 in fiscal year 2024-25. The "accounting" for the previous donation in fiscal year 2023-24 only acknowledges compliance with Section 932.7055 and does not provide details as to specific expenditures. There is also an “accounting” of how monies would be spent on various items; however, I am unable to ascertain if those expenditures related to crime prevention, safe neighborhood initiatives, drug abuse education or drug prevention programs. The Chief should consider all the above factors in considering certifying this request.

Forfeiture donations that satisfy the criteria listed above would be permissible uses of LETF proceeds under state law and would count towards the required twenty-five percent (25%) of funds to be distributed to specific charitable organizations pursuant to Section 932.7055(5)(c)3, Florida Statutes. All forfeiture expenditures, including donations, require the Chief’s certification.

For the reasons stated above, LETF proceeds may be donated to the requesting charitable organizations if the Chief of Police certifies to the City Commission that the uses proposed by each organization comply with Section 932.7055(5) which requires: an application to the Chief in writing for a donation; a certification that the money will be used for an authorized purpose; a description of the organization’s anticipated recurring costs; and an accounting for donations received by furnishing the same reports as an agency of the municipality that receives public funds. Of course, the City Commission must authorize such appropriations.

If you need further information or wish to discuss this matter further, please let me know.

Sincerely,

Robert Ruiz

Robert M. Ruiz
Assistant City Attorney

[3] “Forrest” is used in the request letter and by the IRS. “Forest” (with one “r”) is used in the Annual Report filed with the Florida Department of State.

CITY OF SUNRISE FLORIDA

Memorandum

To: Michael J. Ryan and City Commission

From: Daniel Ransone, Chief of Police

Date: July 28, 2025

Re: Florida Contraband Forfeiture Act Certificate of Compliance

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The City has made budget provisions for funds obtained pursuant to the Florida Contraband Forfeiture Act, (Section 932.701-932.706, Florida Statutes). I hereby certify that the requested expenditure of forfeiture funds contained in the attached Agenda Item Request form complies with Section 932.7055(5)(a)(b), Florida Statutes.

DONATIONS FROM THE FORFEITURE FUNDS
FY24/25

196.21.16.521.508223.	AIDS-PRIVATE ORGANIZATIONS/DONATIONS	AMOUNT OF DONATIONS
	KIWANIS OF SAWGRASS SUNRISE	$5,000
	WOMEN IN DISTRESS	$4,000
	BROWARD VICTIM'S RIGHTS COALITION	$4,500
	CRIME STOPPERS	$5,000
	A CHILD IS MISSING	$3,000
	2-1-1 BROWARD	$3,500
		$25,000
		$185,000
196.21.16.521.504975 -Law Enforcement purposes		$210,000

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4B **Meeting Date:** 9/15/2025

City Reference Number (C#): C25222

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 25-22-05-WL between the City of Sunrise and Safeware, Inc." for the purchase of an Upgraded Video Management System, under the terms of the County of Fairfax, Virginia Contract No. 4400008468 for Public Safety and Emergency Preparedness Equipment and related services; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

Funding:
001.21.10.521.506401 - Machines and Equipment

Amount:
$83,165.71

ATTACHMENTS:

ATY Resolution - C25222
Cooperative Agreement 25-22-05-WL
Exhibit A
Exhibit B
Sunbiz - Safeware, Inc.

Background:
The Sunrise Police Department is seeking to utilize budgeted funds in the amount of $83,165.71 to upgrade the existing Video Management System (VMS) to work in conjunction with the departmental access control system and the overall security within the Public Safety Complex. This purchase will include delivery of all required software, hardware, installation, warranty, and training.

The City will upgrade its 13 year old VMS with Genetec equipment, a modern platform that unifies video management and access control. This upgrade will enhance security, streamline operations, and provide a more intuitive experience for end-users.

On February 6, 2018, Fairfax County Virginia as the lead agency, released RFP 2000002547 for public safety and emergency preparedness equipment and related services. The solicitation included cooperative terms and included U.S. Communities Government Purchasing Alliance (U.S. Communities) Master Agreement 4400001839. OMNIA Partners released a press brief on May 23, 2018, announcing the purchase of U.S. Communities. On June 7, 2018, Fairfax County Virginia awarded Safeware, Inc. a Contract with the new Contract No. 4400008468, which is valid through September 30, 2028.

The Police Department and the Purchasing Office recommend the purchase of the required upgrade of the VMS in the amount of $83,165.71. Utilizing this cooperative contract will benefit the City in savings through volume discount off price list and a reduction in administrative resources associated with conducting a formal RFP process.

Because this purchase will be made using an existing governmental contract, it is requested that the City Commission waive the City's formal bidding procedures pursuant to Section 5-173 (c)(4) of the Code of the City if Sunrise, Florida.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Wendy Lorenzo, CPPB Phone: 954-572-2485

Department Head Name and Title:
Daniel J. Ransone, Chief of Police

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 25-22-05-WL BETWEEN THE CITY OF SUNRISE AND SAFEWARE, INC." FOR THE PURCHASE OF AN UPGRADED VIDEO MANAGEMENT SYSTEM, UNDER THE TERMS OF THE COUNTY OF FAIRFAX, VIRGINIA CONTRACT NO. 4400008468 FOR PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sunrise Police Department is seeking to upgrade the current Video Management System (VMS) to work with and enhance the effectiveness of the newly upgraded Access Control System at the Public Safety Complex; and

WHEREAS, after competitive procurement, the County of Fairfax, Virginia, as the lead agency for Omnia Partners, a national governmental purchasing cooperative, awarded Safeware, Inc. Contract No. 4400008468 for Public Safety and Emergency Preparedness Equipment and Related Services.

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

Section 1. The above stated recitals are hereby adopted as true and incorporated herein.

Section 2. "Cooperative Agreement No. 25-22-05-WL between the City of Sunrise and Safeware, Inc." (Agreement), under the terms of the County of Fairfax, Virginia Contract No. 4400008468, for the purchase of a video management system, is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. Because this purchase will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 4. The Procurement Manager or designee is hereby authorized to execute the Agreement.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

COOPERATIVE AGREEMENT NO. 25-22-05-WL
BETWEEN THE CITY OF SUNRISE
AND SAFEWARE, INC.

This Cooperative Agreement No. 25-22-05-WL (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Safeware, Inc., a Maryland corporation (Contractor) this ___ day of _____, 2025.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, the County of Fairfax, Virginia (Awarding Entity) awarded Contractor Contract No. 4400008468 for Public Safety and Emergency Preparedness and Related Service, under the terms of Omnia Partners, Public Sector on June 7, 2018 and subsequent Amendments. This Contract shall remain in effect through delivery, installation, inspection and approval by the City. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through delivery, installation, inspection, and final approval by the City.

3. **Agreement Price and Payments**. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit B.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706

If to City, to: Procurement Manager, or designee
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☒ a. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☒ **b. Insurance Requirements**.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under

the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise.”

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

☒ **c. Indemnification.** This provision shall supersede and replace Appendix A, Section 3.5 of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor

who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☒ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☒ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA

M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☒ **g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☒ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☒ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under

a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☒ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☒ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☒ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated

Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☒ **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☒ **n. Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

☒ **o. Antitrust Violations.** The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result

in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

☒ **p. Entities of Foreign Concern.** The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit C Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

☒ **q. Human Trafficking Laws.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit, Exhibit D attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

6. <u>Additional Provisions:</u>

_____

_____

_____

_____

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibit A, Exhibit B, and Exhibit C shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order, Exhibit A, Exhibit B, and Exhibit C in that order.

IN WITNESS WHEREOF, the City's Procurement Manager or designee has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Purchasing Manager or designee

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

Safeware, Inc.

By: _____

Print Name: Peter Van Kirk

Print Title: Sales Representative

Date: _____

EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

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

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

Exhibit D

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

Exhibit A

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: JUN - 7 2018

Safeware, Inc.
4403 Forbes Blvd
Lanham, MD 20706

Attention: Rick Bond, Vice President of Sales

Reference: RFP2000002547; Public Safety and Emergency Preparedness Equipment and Related Services

Dear Mr. Bond:

Acceptance Agreement

Contract Number: 4400008468

This acceptance agreement signifies a contract award for Public Safety and Emergency Preparedness Equipment and Related Services. The period of the contract shall be from October 1, 2018 through September 30, 2023 with renewals of five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

1) This Acceptance Agreement; and

2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Fairfax County Special Provisions, Section 1 (Insurance) within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS
RFP 2000002547
Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

a. The County's Request for Proposal RFP 2000002547 and all Addenda;
b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
c. The Contractor's response to clarification questions dated March 28, 2018.
d. The Contractor's response to items for negotiation dated April 12, 2018.
e. This Memorandum of Negotiations;
f. County's purchase order;
g. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agree to the following:

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.

2. The Contractor shall provide eCommerce rebates as outlined below:

   - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
   - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
     - Conditions: The agency total purchases for the annual contract period must be greater than $20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

Department of Procurement& Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

3. Large sales greater than $20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.

4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.

5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.

6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.

7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

   No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.

8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

   The contractor agrees to maintain Commercial General Liability insurance in the amount of $1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

ACCEPTED BY:

Safeware, Inc. — Date: 6/6/18

Shawn Murray
Mallory Safety and Supply, LLC. — Date: 6/6/18

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent — Date: 6/7/18

DocuSign Envelope ID: 83A7F341-C88C-4FDA-85F4-291D6780E4F9

County of Fairfax, Virginia

AMENDMENT

Date: September 29, 2022

AMENDMENT NO. 1

CONTRACT TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Safeware, Inc. 4403 Forbes Blvd Lanham, MD 20706	1000011775	4400008468

By mutual agreement, Contract 4400008468 is amended to renew for one (1) year at existing prices, terms and conditions, effective October 1, 2023 through September 30, 2024. This is the first of five renewal options.

Please provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: _____ (Signature)

Vice President (Title)

Richard L Bond (Printed)

6-7-2022 (Date)

DocuSigned by:
Steve Pierson
0BE821303D064CD...

Lee Ann Pender, CPPO
Director/County Purchasing Agent
for

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
FRD – Jason Stanley
FCPD - Kerene Gordon
Sheriff's Office – Michelle Nelson
Contractor – email: Keith Hyatt, khyatt@safewareinc.com
Contractor – email: Rick Bond, rbond@safewareinc.com
Omnia – email: Victoria Palmieri, Victoria.Palmieri@omniapartners.com
Contract Specialist Supervisor – J. Pun
ACS, Team 1 – Chan Park

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, **TTY:**711, **Fax:** 703-324-3228

DocuSign Envelope ID: FD2F79E1-444A-4B82-A346-D3CB4C01409B

County of Fairfax, Virginia

AMENDMENT

Date: March 13, 2024

AMENDMENT NO. 2

CONTRACT TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Safeware, Inc. 4403 Forbes Blvd Lanham, MD 20706	1000011775	4400008468

By mutual agreement, Contract 4400008468 is amended to renew for four (4) years at existing prices, terms and conditions effective October 1, 2024 through September 30, 2028. This is the last of the renewal options available.

The contractor shall provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: _____ Vice President
(Signature) (Title)

Richard L Bond _____ 3-11-2024
(Printed) (Date)

DocuSigned by:
Steve Pierson
9BE821303D064CD...

For: Lee Ann Pender, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Dept. of Finance – Accounts Payable/e
FRD – Jason Stanley/e
FCPD - Kerene Gordon/e
DOF – Jerry Wilhelm/e
Contractor – khyatt@safewareinc.com; rbond@safewareinc.com
Omnia Partners – Victoria.Palmieri@omniapartners.com
Contract Specialist Supervisor – J. Pun
ACS, Team 1 – Roxanna Vazquez
Sheriff's Office – Michelle Nelson

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, **TTY:**711, **Fax:** 703-324-3228

Docusign Envelope ID: 493B922D-6369-4809-BE11-716918AA4635

County of Fairfax, Virginia

AMENDMENT

Date: April 25, 2025

AMENDMENT NO. 3

CONTRACT TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Safeware, Inc. 4403 Forbes Blvd Lanham, MD 20706	1000011775	4400008468

By mutual agreement, Contract 400008468 is hereby amended as follows:

Due to recent changes in US import tariffs, the Contractor will include a separate line item on quotes and invoices reflecting any applicable tariff surcharges on products subject to such tariffs. This charge will apply solely to affected products and will represent the exact tariff amount passed through from the product provider, with no additional mark-up or margin applied by the Contractor.

The contract pricing shall remain unchanged regardless of any future increases, decreases, or elimination of such tariffs. Tariff charges will be adjusted solely in accordance with changes to the applicable government-imposed rates.

All prices, terms, and conditions remain the same.

ACCEPTANCE:

BY: _____ CHRO and Company Secretary
(Signature) (Title)

Mary Pelfrey 04/23/2025
(Printed) (Date)

DocuSigned by:
Lee Ann Pender
E239B762E600465...
Lee Ann Pender,
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable\e
FRD – Jason Stanley/e
FCPD – Kerene Gordon/e
SO – Michelle Nelson/e
DOF – Jerry Wilhelm/e
Omnia Partners – amy.smith@omniapartners.com
Contract Specialist Supervisor – Jamie Pun
ACS, Team 1
Contractor- rbond@safewareinc.com

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

OMNIA Partners Finalizes U.S. Communities Government Purchasing Alliance (U.S. Communities) Purchase

Acquisition partners two cooperative purchasing leaders to generate combined savings and value for public agencies

FRANKLIN, TN – May 23, 2018 – OMNIA Partners announces that it has finalized the purchase of Communities Program Management, LLC (CPM), the organization that staffs and manages the operations of the U.S. Communities Government Purchasing Alliance (U.S. Communities). CPM has managed the U.S. Communities program since its inception and will continue to do so going forward.

The U.S. Communities program provides world-class procurement resources and solutions to local and state government agencies, school districts (K-12), higher education, and nonprofits. Participants have access to a broad line of competitively solicited contracts with best in class national suppliers.

OMNIA Partners is a national group purchasing organization that includes four subsidiaries: National IPA, Prime Advantage, Corporate United, and now, U.S. Communities.

“With the completion of the purchase, we will begin to explore the synergies of all OMNIA Partners companies and identify ways to provide value to their respective stakeholders,” says M. Todd Abner, President and CEO of OMNIA Partners. “Since 1996, U.S. Communities has been a trusted resource for public procurement

professionals. We are enthusiastic about what we'll be able to accomplish now that they are part of the OMNIA Partners organization."

"U.S. Communities has long held the goal of driving benefit to public agencies," says Kevin Juhring, President of CPM/U.S. Communities. "Now we'll be able to work towards this goal with OMNIA's support. I'm encouraged that together, we'll be able to drive improvements that will benefit public agencies and the supplier companies who serve them."

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector. Through Corporate United, the GPO provides world-class indirect supply and service offerings for companies across the globe, including more than 20% of the Fortune 1000. Through Prime Advantage, the GPO offers access to elite direct materials suppliers specializing in commodities, engineered components, raw materials, services and supplies. The GPO also covers sourcing needs across the public sector through National IPA and newly acquired U.S. Communities, with fully transparent, value-driven pricing. OMNIA Partners leverages the economies of scale of its group with decades of procurement experience to execute mutually rewarding contracts in a multitude of verticals, while providing an extensive portfolio of sourcing solutions and partnerships for its members and suppliers.

About US Communities

U.S. Communities is a leading national government purchasing cooperative, providing world class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofit organizations. U.S. Communities was founded in 1996 in partnership with several National Sponsors. Today, those National Sponsors

include the Association of School Business Officials, the National Association of Counties, the National League of Cities, the United States Conference of Mayors, and the National Governors Association. More than 55,000 registered agencies, education institutions and nonprofits utilize U.S. Communities contracts to procure more than $2.7 billion in products and services annually.

OMNIA® PARTNERS

First Name**

Last Name**

Organization Name**

Industry**

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

I agree*

SIGN UP FOR EMAILS

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Higher Education

Government

Nonprofit

SOLUTIONS

Contract Offerings

Data & Spend Analytics

Industry Experts

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Real Estate

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CAREERS

BECOME A MEMBER

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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SAFEWARE-MALLORY

TECHNICAL PROPOSAL FOR

RFP#2000002547

COMPETITIVE SOLICITATION

BY FAIRFAX COUNTY, VA

FOR

PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

COPY

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Appendix A – Marketing Material

FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

ISSUE DATE: February 6, 2018	**REQUEST FOR PROPOSAL NUMBER:** RFP2000002547	**TITLE:** Public Safety and Emergency Preparedness Equipment and Related Services
DEPARTMENT: Various	**DUE DATE/TIME:** March 13, 2018 / 2:00 P.M.	**CONTRACT SPECIALIST**: Jamie Pun; 703-324-3653 or Jamie.Pun@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

SAFEWARE, INC
4403 FORBES BLVD
LANHAM, MD 20706

Telephone/Fax No.: 301-683-1234

E-Mail Address: kahyatt@safewareinc.com

Federal Employer Identification No or: 52-1152883

Federal Social Security No.(Sole Proprietor): N/A

Prompt Payment Discount: 0 % for payment within ____ days/net 30 days

State Corporation Commission (SCC) Identification No.: F109145-5

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix C, the Certification Regarding Ethics in Public Contracting set forth in Appendix D, and by any other relevant certifications set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix D – CHECK ONE:

☐ MICRO ☑ SMALL ☐ MINORITY-OWNED ☐ WOMEN-OWNED ☐ VETERAN OWNED
☐ EMPLOYMENT SERVICE ORG ☐ NON PROFIT ☐ GOVERNMENT/PUBLIC BODY

State in which Incorporated: MD

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☑ CORPORATION

Karla A Hyatt
Vendor Legally Authorized Signature

3-8-18
Date

KARLA A HYATT
Print Name

DIRECTOR OF GOV'T CONTRACTS
Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPMM32) rev 08/2013

1.0 INTRODUCTION

Safeware is pleased to submit this proposal in formal response to the understood requirements outlined in RFP2000002547 for the County of Fairfax and U.S. Communities. Together, Safeware, Inc. of Lanham, MD and Mallory Safety and Supply of Longview, WA submit this proposal in response to the aforementioned solicitation. For the purposes of this document, the offerors will be referred to as 'Safeware-Mallory'.

Safeware and Mallory are current joint contract holders of the U.S. Communities contract for Homeland Security and Public Safety, contract #4400001839 and #4400001840 respectively. We believe Safeware-Mallory is the premier choice for award of this subsequent contact, which the proposal to follow will demonstrate.

1.1 NAME OF SUPPLIER

COMPANY BACKGROUND

Safeware and Mallory are both nationally recognized industry leaders in the distribution and servicing of Public Safety and Emergency Preparedness Equipment. The two companies have a long history of working together on projects and entered into a teaming agreement for the U.S. Communities RFP in 2011 to provide complete coverage of the entire country. This arrangement proved to be a success in large part due to our shared core values, professionalism, and our deep sense of responsibility to our customers. Over the past 6 years we have been able to develop additional ways to work together by sharing ideas and best practices for both support personnel and outside sales staff, vendor access and operations. The purpose of our efforts was to support and improve our ability to serve the U.S. Communities program for the ultimate benefit of our customers.

Safeware and Mallory will again work together to support the U.S. Communities Public Safety contract and jointly submit this proposal for RFP 2000002547 Public Safety and Emergency Preparedness Equipment and Related Services.

SAFEWARE

Safeware, Inc. founded in 1979 just outside the nation's capital in Maryland is a leader in the Safety Distribution Industry providing products and services to customers in a broad range of markets, including: government, manufacturing, construction, military, transportation, and public safety. Our tag line is Safety, Service, Response and it says a lot about who we are. We are a *safety* company not only supplying products that save lives and protect employees and public servants, but we supply solutions as well. Unlike other large companies that simply sell safety, we have the knowledge and expertise to help solve problems.

Service comes in many forms but is the backbone of our company. Our value to all customers is the elevated level of service we provide, from a professional sales force working directly with customers, to our efficient and knowledgeable customer service team, down to our prompt shipping and delivery, and accurate billing. We also have a dedicated Technical Services Department that services equipment such as gas detection, NFPA self-contained breathing apparatus (SCBA), cylinder hydrostatic testing, and

Level-A suit testing to name a few. Our in-house repair centers and on-site service trucks offer multiple ways of meeting customers' mission critical requirements.

Safety and service is what we do but *Response* is who we are. Safeware has a well established reputation as the "go-to" company when customers need us most. We responded to the events of 9/11 with personnel and material arriving on scene in New York City and at the Pentagon within hours. We are proud of our ability to play such a significant role in supporting our country's first responders. Safeware has also provided material and support for many other crises including multiple anthrax incidents, oil spills, bombings, and natural disasters. No matter the size of an emergency, we work hard to help our customers in their times of need.

MALLORY

Mallory Safety and Supply, LLC. ("Mallory") is a full-line fire and safety product and service supplier headquartered in Longview, Washington. Mallory is an independent family owned business that has been serving the Public Safety sector for over 43 years. The current company is a result of a 2010 merger between The Mallory Co. of Longview and Safety and Supply Company of Seattle. Mallory begins with safety and loves to say yes. We are energized by applying thought and creativity to generate best in class solutions. This energy has contributed to our continued growth which has resulted in our company more than quadrupling in size in the last 7 years. We are the largest independent safety distributor on the West Coast with 15 branches, $21 million dollars in inventory, and 300 employees.

We have expanded our catalog by going both higher end in safety and wider in product offerings in order to address the strategic procurement initiatives of our customers. Mallory understands the safety issues specific to the west including wildfire and earthquake preparedness. Mallory, like Safeware, maintains an active service department with technicians that are factory certified in gas detection, SCBA, air compressors, fall protection, and other technical services. Mallory's focus is on safety with technical application expertise throughout the organization, a unique approached that is shared with Safeware and is unlike other national companies in their marketplace.

Safeware, Inc. **4403 Forbes Blvd.** **Lanham, MD 20706** **Incorporated in Maryland, 1979** **Federal ID: 52-1152883** **MD State Registration ID: 02543572** **Prince George's County License 16084513**	**Mallory Safety and Supply, LLC.** **1040 Industrial Way** **Longview, WA** **Incorporated in Washington, 2010** **Federal ID: 27-3905150** **WA State ID: 603061535**

1.2 UNDERSTANDING OF THE PROBLEM & TECHNICAL APPROACH

A. STATEMENT & DISCUSSION OF THE REQUIREMENTS

MASTER AGREEMENT

Safeware-Mallory understands that the Fairfax County is acting on behalf of itself and all states, local governments, and other Participating Public Agencies as well as on behalf the U.S. Communities Government Purchasing Alliance, in order to enter into a Master Agreement for a complete line of Public Safety and Emergency Preparedness Equipment and Related Services. We have reviewed the Master Agreement and agree to the details of such without exceptions.

OBJECTIVES

This proposal is designed to achieve the following objectives:

- Provide a comprehensive, competitively solicited Master Agreement offering Products and Services to Participating Public Agencies
- Establish a Master Agreement as Safeware-Mallory's primary offering to Participating Public Agencies
- Achieve cost savings for Safeware-Mallory and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals
- Combine the volumes of Participating Public Agencies to achieve cost effective pricing
- Reduce the administrative and overhead costs of Safeware-Mallory and Participating Public Agencies through state of the art ordering and delivery systems
- Provide Participating Public Agencies with environmentally responsible products and services

This proposal will address each of the specific requirements outlined in the RFP, and we will attempt to provide a solution to these requirements that is comprehensive in nature. We also recognize that there may be a particular product or service that we do not address in this proposal and we invite the contracting office to negotiate additional products and services if they are not specifically addressed here.

ACCEPTANCE OF TERMS

We acknowledge that signature of the cover page of this proposal signifies our acceptance and agreement to be bound by the conditions set forth in the County of Fairfax General Conditions and Instructions to Bidders as described in Appendix C of the RFP, all certifications set forth in the additional documents found in Appendix D (to be attached), and by any other relevant certifications set forth in Appendix B, the Master Intergovernmental Cooperative Purchasing Agreement as well as the Fairfax County Special Provisions found on pages 24-29 of the RFP.

We also agree to all terms and conditions of the Administration Agreement, as designated by the submission of the proposal and signed copy found in Attachment A, but to further substantiate our understanding of and compliance to such we offer the following summary of our understanding of these commitments.

PRICING AUDITS

Safeware-Mallory agrees to and will maintain detailed transaction records of all purchases made by Fairfax County and all other Participating Public Agencies under the Master Agreement for the life of the contract in electronic form. We acknowledge that U.S. Communities and Fairfax County both reserve the right to conduct random audits.

Fees and Reporting

Safeware will be responsible for providing all reporting for both Safeware and Mallory to U.S. Communities. Mallory agrees to supply Safeware with all required reporting data, and Safeware will report aggregated totals of all reporting to U.S. Communities.

Administrative Fees

Safeware agrees to pay a monthly administrative fee based upon the total sales price of all purchases shipped and billed under the contract in the amount of 2% of aggregate purchases made during the calendar month. Administrative fees to be paid 30 days after the end of each calendar month for purchases shipped and billed during such calendar month.

Sales Reports

Safeware agrees to provide an electronic accounting report within 30 days of the end of each calendar month in the format prescribed by Exhibit B of the RFP. Safeware has significant report capabilities and additional reporting can be provided at the request of Fairfax County or U.S. Communities.

Exception Reporting

Sales reporting discrepancies as determined by U.S. Communities and Safeware shall be resolved 30 days after notification. Upon resolution, Safeware agrees to remit payment within 15 calendar days.

Usage Reporting

Safeware agrees to deliver to U.S. Communities an electronic usage report of all contract sales within 30 days of the end of each contract year.

Supplier Failure to Report

Safeware acknowledges that failure to report or remit payment in a timely manner as prescribed in the agreement, and if not cured within 30 days of written notice, shall be deemed cause for termination of the contract at discretion of Fairfax County or U.S. Communities.

County of Fairfax General Conditions and Instructions to Bidders

We agree to all Terms and Conditions contained in RFP Appendix C.

Required Forms – Appendix D

We agree to all Terms designated in the forms found in RFP Appendix D. Please see Attachment B for signed copies of these forms.

FEMA Standards – Appendix F

Safeware-Mallory agrees to comply with all federal laws and regulations applicable to the receipt of FEMA grants as dictated in RFP Appendix F, FEMA Standard Terms and Conditions Addendum for Contracts and Grants.

Appendix G – Community Block Grant

Safeware-Mallory agrees to comply with all terms, conditions, and requirements enumerated by the grant funding source when purchases made under the contract are partially or fully funded with federal grant funds as dictated in RFP Appendix G, Community Development Block Grant Addendum.

APPENDIX I – UNIFORM ADMINISTRATIVE REQUIREMENTS ATTACH & SIGN PG115

Safeware-Mallory agrees to comply with all applicable provisions of the Uniform Administrative Requirements contained in Title 2 C.F.R. §200 et seq. We accept all Federal Grant Terms and Conditions as dictated in Appendix I of the RFP and agree to all certifications made in the Byrd Anti-Lobbying Certification, found in Attachment B.

B. PROPOSED SCOPE OF WORK

Safeware-Mallory's response to this RFP's general product categories attempts to demonstrate our ability to service each element by responding in detail. Though we have made every effort to clearly state our capabilities, it is difficult to relay every scenario where we have serviced customers with the products described in the RFP. Our hope is that the response provides enough detail to give confidence to our current and future efforts to support the categories under the contract.

GENERAL PRODUCT CATEGORIES:

1. **PERSONAL PROTECTIVE EQUIPMENT (PPE)**
2. **EXPLOSIVE DEVICE MITIGATION AND REMEDIATION EQUIPMENT**
3. **ENVIRONMENTAL MONITORING**
4. **CBRNE SEARCH & RESCUE EQUIPMENT**
5. **INTEROPERABLE COMMUNICATIONS EQUIPMENT**
6. **DETECTION EQUIPMENT**
7. **DECONTAMINATION EQUIPMENT**
8. **HAZARDOUS MATERIALS STORAGE**
9. **SPILL CONTROL AND CONTAINMENT**
10. **PHYSICAL SECURITY ENHANCEMENT EQUIPMENT**
11. **SURVEILLANCE, WARNING, ACCESS/INTRUSION CONTROL**
12. **EXPLOSION PROTECTION**
13. **FIRE AND EMERGENCY RESPONSE**
14. **TRAFFIC SAFETY**
15. **FACILITY SAFETY AND MAINTENANCE**
16. **FALL PROTECTION AND CONFINED SPACE**
17. **MEDICAL AND FIRST AID SUPPLIES**
18. **CBRNE REFERENCE MATERIALS**
19. **AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS)**
20. **AMMUNITION/LESS THAN LETHAL MUNITIONS**
21. **CIVIL DISTURBANCE GEAR**
22. **DIVE GEAR/UNDERWATER RECOVERY/WATER SAFETY**
23. **POLICE FLEET MANAGEMENT PRODUCTS**
24. **LAW ENFORCEMENT SOFTWARE**
25. **PUBLIC SAFETY AVIATION- HELICOPTERS**
26. **PUBLIC SAFETY UNIFORMS**
27. **VEHICLES**
28. **TRAINERS AND TRAINING EQUIPMENT**
29. **VENDING SOLUTIONS**
30. **RELATED SERVICES**
31. **OTHER NON-LISTED PUBLIC SAFETY, LAW ENFORCEMENT AND FIRE EQUIPMENT**

1. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Equipment worn to protect the individual from hazardous materials and contamination in the workplace including, a chemical/biological threat environment. Examples include the following: chemical resistant suits, escape masks, gloves, coveralls, helmets, eye protection, hi-visibility clothing, safety footwear, respiratory protective equipment, SCBAs, etc.

Personal protective equipment or (PPE) is at the heart of Safeware-Mallory's core competencies. Safeware and Mallory have a combined 81 years of experience as distributors of PPE serving commercial and government markets and many industries including: auto, chemical, pulp and paper, food production and distribution, aeronautical, energy production and distribution, construction, transportation, communications, utilities, waste management, Federal government, Military, State and local government to name a few. Head to toe protection for use in hazardous environment requires knowledge and expertise to select the correct ensemble and should not be taken lightly. Our staff understands the dangers to workers dealing with chemical/biological threats both in the industrial environment as well as for first responders. We have the depth of experience and the support of top manufacturers to deliver solutions for any situation.

Chemical/Bio Protective Suits & Coveralls
Ansell
DuPont
Elvex
Kappler
Kimberly Clark
Lakeland
National Safety Apparel
Onguard
River City
Radiation Shield Technologies
Stanco
Steel Grip
Tingley Rubber
West Chester

Hand Protection
Best Glove
ERB Industries
Ergodyne Corporation
Impacto
Kimberly Clark
MAPA Spontex
Mechanix Wear
Memphis
North Safety
Occunomix
PIP
SAS Safety
Stockhausen
Superior Glove
The Safety Zone
Valeo
Wells Lamont
West Chester

Respiratory Protection, Escape Masks, SCBAs
3M
Air Systems
Allegro Industries
Avon Protection
Bullard
Draeger
Honeywell
Kimberly Clark
Moldex
MSA
North Safety
Scott Safety
Sundstrom Safety

Head Protection
3M
Bullard
CMC Rescue
Elvex
Fibre-Metal
Kimberly Clark
MSA
North Safety
PIP

Eye and Face Protection
3M
Brand X Safety
Chums
Crews
Crossfire Safety
Elvex
ERB Industries
Haws
Jackson Safety
Kimberly Clark
MSA
North Safety
PIP
Pyramex Safety
Radians

Hi-Viz Clothing
Ergodyne
Lakeland
ML Kishigo
Mutual Industries
Nasco
Neese Industries
Occunomix
PIP
RamStar Safety
River City
Tingley Rubber
VizCon

Foot & Leg Protection
Allegro Industries
Danner
Ellwood Safety
Impacto
LaCrosse
North Safety
Onguard
Servus
Tingley Rubber

Eye and Face Protection, Con't
SAS Safety Corporation
Sellstrom
Speakman Safety
Uvex
Vision Aid

2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment such as:

a. Bomb Search Protective Ensemble for Chemical/Biological Response
b. Chemical/Biological Undergarment for Bomb Search Protective Ensemble
c. Cooling Garments to manage heat stress
d. Ballistic Threat Body Armor & Helmets (not for riot suppression)
e. Blast and Ballistic Threat Eye Protection (not for riot suppression)
f. Blast and Overpressure Threat Ear Protection (not for riot suppression)
g. Fire Resistant Gloves
h. Disarmer/Disrupter
i. Real Time X-Ray Unit; Portable X-Ray Unit
j. CBRNE Compatible Total Containment Vessel (TCV)
k. CBRNE Upgrades for Existing TCV
l. Robot; Robot Upgrades
m. Fiber Optic Kit (inspection or viewing)
n. Tents, standard or air inflatable for Chem/bio protection
o. Inspection Mirrors
p. Ion Track Explosive Detector

Explosive Ordinance Disposal (EOD) is among the most elite special operations units in the first responder community because of the inherent dangers and complexity of the job they are tasked with. This group does not let in just anyone, you must earn that right. Safeware-Mallory has been servicing this small tight-knit group for many years and had gained the trust and respect as a valued partner. Safeware-Mallory maintains an extensive supplier list that enables us to provide all products listed above specifically designed for EOD as well as all the ancillary items needed for EOD teams to complete their mission. Our offering includes: Personal protective equipment (PPE) including all products from head to toe protection both ballistic and non-ballistic, head protection, eye and face, hearing, hand, body, foot, chemical/biological and explosives detection and disposal products including Total Containment Vessels (TCV), robotic and examination tools utilizing video, X-Ray, Ion and other electronic monitoring, water and explosive disrupters. Safeware-Mallory also has the capability to provide upgrades and retrofitting of TCVs and EOD Robots when necessary for technical upgrades or general service.

EOD
Allen-Vanguard
BAHIA 21
Inert Products
Lindon Defense
MED-ENG
Mistral Security
Tactical Electronics
United Shield
WMD Tech

Portable X-Ray Units
Golden Engineering
Open Vision

Hearing Protection
3M Peltor
Howard Leight
MSA

Robots
Icor Technology
iRobot
Mistral Security
QinetiQ
Recon Robots
Remotec
RoboteX
Tactical Electronics

Ballistic Threat
3M
ABA
Angel Armor
Armor Express
Crye Precision
Gentex Corporation
Gladiator
Propper International
Protech Tactical
Savvy
Second Chance
Team Wendy
United Shield

CBRNE Containment
FFI Tactical
Mistral Security
Mitigation Technologies

FR Gloves
MED-ENG
Memphis
North Safety
Occunomix
PIP
Superior Glove
Valeo
Wells Lamont
West Chester

Disarmer/Disruptors
Combined Systems
Deftech
ICOR
QinetiQ
Sage
Tactical Electronics

Eye Protection
3M
Bolle
Crossfire Safety
Edge Eyewear
ESS
MSA
Paulson
Pyramex
Radians
Revision Military
Smith Optics
Wiley-X

Cooling Products
Ergodyne
Occunomix
PIP
Techniche International

3. ENVIRONMENTAL MONITORING

Items such as: chip measurement systems, passive dosimeter badges, diffusion tubes, detector tube systems, air sampling pumps, gas detection monitors, confined space monitors, photo-ionization detectors, and protection against additional unseen hazards (radiation and noise levels).

Environmental monitoring is relevant across multiple markets including general industry, Homeland Security, and first responders. Safeware-Mallory, from the beginning of our respective companies, differentiated ourselves as technical experts in gas detection and technical equipment for environmental monitoring by having an experienced and knowledgeable sales force with multiple service centers and factory trained technicians who service all of this equipment. Safeware-Mallory represents all the top manufacturers in this area who provide CHIP measurement systems, dosimeters, diffusion tubes, detector tubes, air sampling pumps internal or external to gas detection monitors, confined space monitors, and PIDs (photo-ionization detectors). Environmental monitoring is an ever-changing and evolving product category with new technologies coming to market on a continual basis. Safeware-Mallory is committed to keeping our customers apprised of the new products and how they can meet their needs.

Environmental Monitoring
ADVNT Biotechnologies
Alexeter Technologies
B&W Tek
BioFire Defense
Biosystems by Honeywell
Bruker Detection Corporation
BW Technologies
Chemring Detection Systems
Draeger
GFG Instrumentation
Honeywell
MSA
Proengine
RAE Systems
Response Biomedical/RAMP
Rigaku Analytical Devices
Scott Safety

4. CBRNE SEARCH & RESCUE EQUIPMENT

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

a. Hydraulic tools; hydraulic power unit
b. Listening devices; hearing protection
c. Search cameras (including thermal and infrared imaging)
d. Breaking devices (including spreaders, saws and hammers)
e. Lifting devices (including air bag systems, hydraulic rams, jacks, ropes and block and tackle)
f. Blocking and bracing materials
g. Evacuation chairs (for evacuation of disabled personnel)
h. Ventilation fans

Search and rescue is a small niche of large metropolitan fire departments whose mission is to locate and extricate victims from hazardous environments where they encounter structure collapse. These teams require specialized equipment as well as standard equipment found in fire houses or tools from a hardware store. Safeware-Mallory can supply all of this equipment including tools for finding victims

using video and acoustical devices, equipment for extricating victims from the hazard including hydraulic tools, powered and manual breaking devices such as spreaders, saws and hammers, lifting devices such as air bags, rams, jacks, rope and block and tackle devices, equipment for physically moving victims such as stretchers, wire or composite baskets, and evacuation chairs. Safeware-Mallory can also supply both wired and battery powered ventilation fans for clearing hazardous environments. In a CBRNE threat, Safeware-Mallory can also provide full PPE and decontamination equipment to protect both patient and first responder.

Search & Rescue
Leader North America
TecGen
Tempest Technology
True North Gear
Wolfpack Gear

Hydraulic Tools, Bracing & Lifting Devices
Anderson Rescue Solutions
Hurst Jaws of Life
PGI
Prospan

Search Cameras & Listening Devices
Tactical Electronics

Ventilation
Leader North America
Tempest Technology

5. INTEROPERABLE COMMUNICATIONS EQUIPMENT

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. Includes system design, installation, service and maintenance. Products include:

a. Land mobile, two-way in-suit communication (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
b. Antenna Systems
c. Personnel Alert Safety Systems (PASS) – (location and physiological monitoring systems optional)
d. Personnel Accountability Systems
e. Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems
f. Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
g. Portable Meteorological Station (monitors temperature, wind speed, wind direction and biometric pressure at a minimum)
h. Commercially available crisis management software
i. Mobile Display Terminals

Interoperable Communications Equipment supports the critical infrastructure necessary for agencies to effectively, efficiently, and securely communicate across vast networks. Safeware-Mallory provides equipment and systems that support Interoperable Communication. Many solutions include connectivity and electrical interoperability between local and interagency organizations such as needed to coordinate responses in a CBRNE situation. The solutions include system design, installation, service and maintenance. Our areas of concentration include: Land mobile, two-way in-suit communication (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required), Antenna Systems including DAS (Distributed Antenna Systems), Personnel Alert Safety Systems (PASS) – (location and physiological monitoring systems optional), Personnel Accountability Systems, Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems, Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes), Portable Meteorological Station (monitors temperature, wind speed, wind direction and

biometric pressure at a minimum), Commercially available crisis management software, and Mobile Display Terminals as well as other distributed portable Information Terminals.

Communications
Accordant Communications
AiPhone
Atlantic ComTech
CobHam
ComLabs
CON-SPACE
Ear Hero
HipLink
McM Technologies
Platinum Networks
Rauland Borg
SpectraLink
Vislink
Backhaul Engineering
AER Consulting
Cintel

Software
BlueLight LLC
BriefCam
CheckVideo
CrimeView by TriTech
FootPrint
IX Group
LiveEarth
MobilePD
MPC911
Public Safety Corp
Shield Group Technologies
Sight Logix
TriTech
Verint Video Solutions Inc.
VideoIQ
Xerox
Backhaul Engineering
AER Consulting
Cintel

6. DETECTION EQUIPMENT

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

a. Detection kits/Paper for all chemical agent identification and detection
b. Multi-Gas Meters
c. Hazard Categorizing (HAZCAT) Kits
d. Surface Acoustic Wave Detector
e. Spectrometers
f. Colormetric Tube/Chip Kit specific for TICs and CBRNE applications
g. Leak Detectors (soap solution, ammonium hydroxide, etc)
h. pH Paper/pH meter
i. Protective cases for sensitive detection equipment storage & transport
j. Point Detection System/Kits (Immunoassay or other technology)
k. Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma), Personal Dosimeters, Scintillation Fluid (radiological) pre-packaged

Threats from chemical, biological, radiological/nuclear and explosives (CBRNE) incidents can come from many sources including: industrial processes, spills and leaks, transportation hazards, and terrorist activities. Given the wide variety of potential hazard materials there are many different technologies that provide detection, identification and monitoring of hazardous materials in solid or gas state as well as radiation. Safeware-Mallory has been supporting both commercial, military, local and state governments and first responders with technical detection equipment from the largest and top manufacturers in the market. Our experience with detection equipment and servicing extends back to our early days, 35+ years ago when we opened our first service center to repair and calibrate gas detection equipment for construction companies and local subway system. Today we have factory

trained staff for both sales and service with repair centers and mobile units around the county to fix and calibrate most of the equipment we sell.

Detection, identification, and monitoring comes in many forms and technologies. Safeware-Mallory carries top names in equipment manufacturers for both powered and passive detection and identification equipment, fixed and portable. Safeware-Mallory provides detection kits/paper for all chemical agent identification and detection including commercial and weaponized chemicals requiring M-8, M-9 paper, M-265 detection kits and Hazard Categorizing (HAZCAT) kits as well as pH Paper/pH meters. Single and multi-gas meters come in many configurations including fixed systems for continual monitoring and portable, handheld and wearable detection and monitoring. Safeware-Mallory can supply and service top brands of gas detection as well as design and install fixed systems and portable networked units for temporary deployments such as large gatherings.

Surface Acoustic Wave detectors (SAW) detect airborne molecular contamination from unwanted gas-phase materials deposited on a service through molecular migration and can detect various chemicals, gasses and drugs. Safeware-Mallory supplies both fixed and portable SAWs.

Technology surrounding spectrometer technology over the years has produced small, usable handheld units easily taken out into the field used by first responders, law enforcement, hazmat teams and bomb squads. Safeware-Mallory provides a wide spectrum of spectrometers including fiber coupled UV/VIS/NIR, portable NIR, laser induced and Raman technology. Handheld Raman spectrometers are nondestructive, non-contact identifications and verifications of unknown chemicals, narcotics, pharmaceutical drugs and other substances

Safeware-Mallory provides Colormetric Tube/Chip Measurement system (CMS) Kit specific for TICs and CBRNE applications in single applications and kits with a variety of battery powered or manual pumps with electronic displays and data recorders.

Safeware-Mallory has a wide-range of air monitoring and sampling portable leak detectors, soap solution, ammonium hydroxide, etc.

Point Detection System/Kits (Immunoassay or other technology) or Joint Biological Point Detection System (JBPDS) is designed to detect and identification of low levels of airborne bio-hazards and trigger local and remote warning systems and communicate threat information over standard communication systems. These systems can be fixed or placed on vehicles for mobile deployment. Safeware-Mallory offers many Point Detection Systems from top manufacturers in the field.

Radiation detection is an essential part of our country’s anti-terrorism strategy and Safeware-Mallory offers a wide range of equipment that detects alpha, beta, gamma, and high intensity gamma. These detectors can be fixed systems, portable handheld units, personal dosimeters, personal radiation detectors or mobile units networked together and scintillation fluid.

Safeware-Mallory offers a wide range of hard plastic cases in many sizes and configurations to meet the needs of our customers.

Detection Equipment Con't

Chemical Detection
Arizona Instrument
B&W Tek
BIO Systems
BW Technologies
Canberra Industries
Chemring
Crowcon
Draeger
FLIR Detection
GFG Instrumentation
Morphix Technologies
MSA
NEXTTEQ
Proengin
RAE Systems
RKI Instruments
Scott Instruments
SEER Technology
Sensit Technologies
Smiths Detection
Truetech

Cases
5.11
Blackhawk
Pelican

Biological Detection
ADVNT Biotechnologies
Alexeter Technologies
Bio Shield Technologies
Field Forensics
FLIR Detection
MSA
RAE Systems
Response Biomedical
Smiths Detection

Nuclear Detection
Berkeley Nucleonics
MSA
RAE Systems
Smiths Detection

Leak Detection
Edwards & Cromwell
MSA
Spearhead

Radiological Detection
B&W Tek
Berkeley Nucleonics
Canberra Industries
FLIR Detection
Mirion Technologies
MSA
Polimaster
RAE Systems
Smiths Detection

Explosive Detection
B&W Tek
Field Forensics
FLIR Detection
Morphix Technologies
Morpho Detection
MSA
RAE Systems
Smiths Detection

7. DECONTAMINATION EQUIPMENT

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

a. Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
b. Decon/Extrication Litter/roller systems
c. Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
d. Spill Containment Devices
e. Overpak Drums
f. Cadaver Bags
g. Hand Carts
h. Waste water classification kits/strips
i. HEPA (High efficiency Particulate Air) Vacuum for dry decontamination

Decontamination is a critical component to any incident where victims and first responders are exposed to hazardous materials. Having the right equipment and proper procedures will help reduce the potential spread of contaminates to other people, the environment and objects. Safeware-Mallory has a long history of supplying decontamination systems and remediation equipment to support industrial applications, hospitals and first responders from small to large mass casualty incidents. These systems include shelters in varying sizes with self-contained HVAC with HEPA filtration systems, litters and roller systems to move patients through the decontamination process, showers with heating systems to wash

contaminates in cold environments, HEPA vacuums for dry contaminates, and interior and exterior lighting. Containment systems are essential to collect contaminated water from the decontamination showers and Safeware-Mallory has many equipment options to perform this function including containment bladders for small showers as well as systems for large multi-unit shelter units utilizing intrinsically-safe pumps, hoses, connectors, scrub brushes and nozzles, over pack drums both metal, and poly and hand carts for moving drums and equipment. Safeware-Mallory also provides a wide range of technical equipment to identify and classify all manner of contaminates including waste water classification kits/strips. When casualties were received, Safeware-Mallory supplies cadaver/body bags to minimize the spread of contaminate.

Decontamination Equipment & Complete Shelter Systems
Air Shelters USA
Decon7
DHS Systems
DuPont
Force1Decon
HDT Expeditionary Systems
Imbiber Beads
Kappler
Lakeland
TrueTech

Spill Containment & Material Handling
3M
American Innotek
Eagle Manufacturing
Justrite
Kimberly Clark
UltraTech

8. HAZARDOUS MATERIALS STORAGE

Such as: Storage cabinets & Safety Cans

Hazardous materials range from fuels and oil to chemicals used in manufacturing processes and must be handled and stored in a safe manner. Safeware-Mallory provides all types of storage cabinets from small desktop units for fuel or laboratory chemicals to large secure walk or drive-in structures for any type of hazardous material including explosive compounds. When these materials need to be moved or stored in outer containers such as safety cans, Safeware-Mallory has the containment vessel designed for any material.

Hazardous Material Storage
3M
American Innotek
Eagle Manufacturing
Justrite
Kimberly Clark
Quantum Storage Systems
UltraTech

9. SPILL CONTROL AND CONTAINMENT

a. Spill treatment agents
b. Infectious materials cleanup kits
c. Sorbents
d. Non-sparking tools
e. Hazardous material vacuums
f. Environmental containment

When a spill does happen, having the right containment and cleanup products and equipment are essential for mitigating threats to life and environment. Safeware-Mallory provides tools and equipment to stop leaks or spills, contain spills, and clean up or render inert. Stopping leaks and spills require specific tools or kits depending on the application. Safeware-Mallory can match the correct product to the requirement. Containing spills to protect people and the environment also requires matching the correct products to the application including: containment bladders, over pack drums, sorbents, spill berms, dikes, and waste water pools. Safeware-Mallory can supply clean up kits including BBP blood borne pathogen kits for cleaning up from a spill where infectious fluids are present. For dry hazards, vacuums with HEPA filters can be provided. In any explosive environment, intrinsically safe equipment and non-sparking tools are a must. Safeware-Mallory can supply non-sparking tools to protect against unintended explosions.

Spill Control & Containment
CEP
Green Stuff
Imbiber Beads
MBT
Oil-Dri
SPC

Infectious Materials Cleanup
Certified Safety
First Aid Only
Decon7

Non-Sparking Tools
Ampco Tools

10. PHYSICAL SECURITY ENHANCEMENT EQUIPMENT

Category includes equipment and installation necessary to enhance the physical security of critical infrastructure such as: system design, installation, service and maintenance.

Agencies have concerns with protecting personnel (agency and public), hardware, software, networks and data from physical actions and events that could cause serious loss or damage to an enterprise, agency or institution. This includes protection from fire, flood, natural disasters, burglary, theft, vandalism and terrorism. Safeware-Mallory provides a wide-range of physical security capabilities that include the equipment and installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance.

Common components include: Security Design and Integration-Engineering-Installation & Service/Maintenance, Supporting Solutions such as Security Operations Centers Including Command & Control Rooms, PSIM (Physical Security Information Management), Interoperable Communications Equipment & Service, Display Walls, Portal Systems such as Access Control & Locks, alarm systems, CCTV (Video Surveillance) standard-Low Light-IR-Auto Detection, Biometrics, Body Camera Solutions, Video Analytics and Management, and storage (On-Site and Cloud SaaS service).

CCTV & Physical Enhancement Equipment
American Dynamics
Arecont
Avigilon
AXIS
Bosch Security Systems Inc.
CONTROP
HanWha/Samsung
Indigo Vision
iRecord
March Networks/Infinova
Marshall Electronics
Mobile Pro Systems
Pelco
VuGate

11. SURVEILLANCE, WARNING, ACCESS/INTRUSION CONTROL

a. Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
b. Barriers: Fences; Jersey Walls
c. Impact Resistant Doors and Gates
d. Portal Systems; locking devices for access control
e. Alarm Systems
f. Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
g. Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
h. X-Ray Units
i. Magnetometers
j. Vehicle Identification – Visual, Electronic, Acoustic, LASER, RADAR

Intrusion and Detection devices are critical in maintaining security including Motion-Acoustic-Contact Point-Infrared-Seismic, Magnetometers Sensors, Ground & Water Radar Identification, alarm systems and portal systems including locking devices for access control. Safeware-Mallory provides all of this type of equipment from design to implementation including ongoing service and maintenance.
Safeware-Mallory provides design, engineering, installation and maintenance for Vehicle identification and intelligent transportation systems through automatic license plate recognition camera solutions (LPR), CCTV utilizing visual, electronic, acoustic, LASER-RADAR methods for both fixed and portable installations.

Safeware-Mallory has an extensive manufacturer portfolio for visitor management through portable and permanent fences & gates, Jersey Walls, Bullet Proof and impact resistant barriers and doors, along with Enterprise & Communications (Cell, Wireless, Micro, Networking, Downlinks) solutions to Support Surveillance Systems, complex video CCT using standard-Low Light-IR-Auto detection installations for surveillance, assessment conferencing, personal identification systems using visual, electronic, acoustic, scanners, and cyphers/codes. Control of banned items entering restricted facilities including metal weapons, explosive material and biohazards are screened using the latest technology for x-ray, portable biohazard detection and real-time explosives testing.

Access Control, Portal & Motion
AMAG
ASSA Abloy Companies
Bazon Cox
Boon Edam Inc.
CrossMatch Technologies
digitalPersona
Digitus Biometrics
HID Corporation
Hirsch/ Identiv
IdentityOne
Lenel
Lenel/UTC/Interlogix
LockDown
Lumidigm
Open Options, Inc
RedCloud
Schlage
Smarter Security
SRI
Xceedid Corporation

Bunkers & Barriers
Ameristar
Ceco Doors
Harsco
Hesco Bastion
Mitigation Technologies
Spec Ops Bunker
TSS Bulletproof
Velocity Systems

License Plate Recognition
3M
Adaptive Recognition/ARA
Cintel
Coban Technologies
NDI
PlateSmart
SRI
Vetted Security Solutions
Vigilant Solutions
Wanco

CCT & Video Assessment
American Dynamics
Arecont
Avigilon
AXIS
Bosch Security Systems Inc.
CONTROP
HanWha/Samsung
Indigo Vision
iRecord
March Networks/Infinova
Marshall Electronics
Mobile Pro Systems
Pelco
SRI
VuGate

X-Ray & Scanning
AS&E
CEIA USA
Garrett
Rapiscan
Scanna-MSC

12. EXPLOSION PROTECTION

a. Blast/shock/impact Resistant Systems
b. Protective clothing
c. Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
d. Robotic Disarm/Disable Systems

Explosive protection is particularly important in and around government buildings and public spaces where large amounts of people pass through such as public transportation hubs, airports, and train stations. Safeware-Mallory has many unique products to help mitigate explosive blasts in and around buildings. A common method for a bomb delivery is depositing in trash receptacles and Safeware-Mallory has trash cans that greatly reduce the explosion impact by absorbing the bulk of the blast. Safeware-Mallory has suppliers to source items used to protect buildings such as surface wraps, shatter resistant glass, and blast resistant window drapes to reduce flying glass and debris. Explosive protective clothing worn by EOD technicians is a core offering from Safeware-Mallory including all PPE from head to toe including eye and face protection, hand protection, body protection, and leg and foot protection. Safeware-Mallory offers multiple robot platforms which include capabilities to disarm or disable explosive devices.

Protective Clothing
Allen-Vanguard
BAHIA 21
Lindon Defense
MED-ENG
Mistral Security
Tactical Electronics
United Shield
WMD Tech

Robotic Arm/Disarm
Icor Technology
iRobot
Mistral Security
QinetiQ
Recon Robots
Remotec
RoboteX
Tactical Electronics

Blast Systems & Structure Wraps
Hesco Bastion
Mitigation Technologies
Spec Ops Bunker
Velocity Systems

13. Fire and Emergency Response

a. Firefighting/Rescue/EMS - apparel (structural, suspenders, wildland, rescue EMS, station wear, high visibility, gear racks), helmet/hoods, gloves, boots, SCBA/respirators, eyewear, ear plugs/muffs, knee/wrist/back protectors, communications, RIT/RIC/escape devices, accountability, rehab, incident command, bags/packs/web gear, thermal imagers, search cameras/listening systems, flashlights/scene lighting, hand tools, ladders, ventilation, extinguishers, dry chemicals/foam, hoses/nozzle/appliances, rescue tools, rope/rigging, patient care, and traffic safety
b. Hazmat/WMD: Apparel, gloves, boots, SCBA respirators, instrumentation, lead repair/control, sorbents/neutralizers, overpacks, containment, vacuums, and decon
c. Law Enforcement: Apparel, eyewear, headsets/ear plugs, gloves, SCBA/respirators, flashlights/scene lighting, thermal imaging, traffic safety
d. Mass Casualty: Shelters/trailers, incident command, med/surge, decontamination, fatality management, multi-use/temporary housing, environmental controls/support equipment, patient management, and scene management

First responders are the last line of defense when the public is in need of medical support as a result of any event, small or large, in which lives are threatened, be it by fires, incidents involving hazardous materials, acts of terrorism, or natural disasters. As a result, every first responder organization (law enforcement, fire & rescue, EMS) prepares in order to handle responses within their mandate with the equipment and training to successfully execute their mission. Safeware-Mallory has been supporting all first responders for over 70+ years with products and expertise, helping agencies respond when needed.

Firefighting/Rescue/EMS groups require many specialized products to complete their mission. Safeware-Mallory supplies a wide-range of products for personal protective equipment (PPE) including: apparel for structural firefighting such as turnout gear and suspenders; high visibility clothing and vests; hoods and helmets; gloves, boots, hearing protection, eyewear; and ergonomic products such as knee, wrist, and back protectors. PPE products for Wildland firefighting including: clothing, pants, shirts, coats, hoods, helmets, gloves, boots, hearing protection, eyewear and ergonomic products such as knee, wrist, and back protectors. Safeware-Mallory provides station and workwear designed for fire, EMS, and rescue to meet the fire resistant and durability requirements of our customers.

Respiratory protection is a firefighter's lifeline. Safeware-Mallory provides both respiratory protection in the form of particulate filtering devices, half and full-face masks, powered air purifying respirators, and SCBAs. Safeware-Mallory also provides repair and servicing for selected SCBAs and air compressors. Safeware-Mallory provides all type of equipment for within the station such as gear racks, air compressors, air and electric reels, and exhaust and vacuum systems. We also provide critical communications equipment which is a necessity on all first responders' equipment list such as mobile and portable radio units designed for any departments' frequency needs and requirements.

Being prepared to rescue an injured or trapped firefighter is an important part of every fire department. Safeware-Mallory has equipment specifically designed for RIT/RIC and personal escape devices built into turnout gear as well as tools and equipment brought with a firefighter into a dangerous environment. Safeware-Mallory has to tools for incident command to maintain accountability including PASS units built into SCBAs, standalone PASS devices to alert of down firefighters, and software/manual kits used by command staff to physically track everyone on the fire scene. Incident command software can also

provide information on location through mapping systems, illustrate unit locations and resources, and access preplans to reduce risk and increase firefighter safety.

Recognizing that rehabilitation for personnel was an import part of firefighting operations, the NFPA established NFPA 1584 in 2008 requiring rehab to be built into the incident scene. Safeware-Mallory provides many products and equipment to support rehab including: hydration drinks, cooling devices and temporary shelters designed for hot or cold environments. Safeware-Mallory provides many options for gear bags and packs designed for carrying gear and other equipment for structural firefighting, wildland fire, rescue and EMS. Our web gear options are used to carry personal equipment close the body and support belts and packs.

Having proper visibility in any environment helps reduce injuries, find victims in low light or smoky conditions. Safeware-Mallory offers a wide-range of personal flashlights, portable scene lighting, handheld and fixed thermal imaging options, search cameras and listening systems for search and rescue.

For fire ground operations, Safeware-Mallory carries a large variety of hand tools including standard irons, hooks, pike poles, forcible entry, pry-bars, and other specialty tools such as hydra rams and K-tools. For elevated operations and access at height, Safeware-Mallory offers many ladder options including aluminum sectional ladders, collapsible ladders and ropes and rigging for technical rescue. Safeware-Mallory provides several options for portable ventilation including electric, battery powered and gas-powered fans.

At the heart of firefighting operations is the ability to put the fire out. Safeware-Mallory carries a large selection of structural firefighting hoses, wildland firefighting, nozzles for attack and truck mounted and appliances to connect and distribute water flow. In cases of smaller fires, portable fire extinguishers are the preferred method for putting the fire out. Safeware-Mallory carries all types and sizes of fire extinguishers including: dry chemical, wet chemical, dry powder, CO2, water, foam, clean agent and concentrated foam for large applications using induction method or through storage tank.

Specialized tools are needed for auto extrications or heavy rescue operations. Safeware-Mallory provides stabilizing tools, hydraulic hand rescue tools including: cutters, spreaders and rams. For heavy lifting, air cushions, and air bags are also available.

Safeware-Mallory offers a wide variety of patient care options including: EMS first aid supplies and bags, heart monitors and AEDs, respiratory products, stretchers and carrying devices.

Operating in a roadway is a dangerous assignment for firefighters, EMS, and law enforcement. Safeware-Mallory carries a large selection of personal safety devices including: hi-visibility clothing, vests, area lighting, e-flares, and message boards.

Fire & Emergency Response Con't

Structural, Wildland PPE
5.11
Alliance Fire And Rescue
Bullard
Cairns
Chicago Protective Apparel
Crossfire
Danner
Diamondback Fire & Rescue
Edge Eyewear
ESS
FireDex
HAIX
Hex Armor
Honeywell
Lakeland
Leader
Lion Apparel
MCR Safety
Mechanix Wear
National Safety Apparel
North Safety
Onguard Industries
Pacific
Paulson MFG
PGI
Pyramex
Radians
Shelby Gloves
Tingley
Uvex by Honeywell
Valeo
Veridian Limited
Wiley X
Wolf Peak

RIT Equipment
CMC Rescue
Draeger
MSA
RIT Rescue & Escape Systems
Scott Health & Safety

Bags, Packs & Webbing
5.11
EVAC Systems
Ready Rack
Hallowell-List
OK1
Pelican
R & B Fabrications
Blackhawk
Ziamatic

Thermal Imaging Cameras
FLIR
MSA

Wildland Firefighting
5.11
Lakeland
Tru-Spec
TecGen
PGI
Nupla
True North Gear
Wolfpack Gear

Egonomics
3M
Allegro Industries
Chase Ergonomics
Ergodyne Corporation
Occunomix
Superior Manufacturing
The Andersen Company

Stationwear
5.11
Benchmark
DRIFIRE
Elbeco
Lakeland
Lion Apparel
Propper
Spiewak
TecGen
Tru-Spec

Accountability
Honeywell
MSA
Scott

Incident Command
Activu Corporation
D4H Technologies Ltd
NowForce
Salamander Technologies
SceneDoc Inc

Personal & Area Lighting
8:12 Illumination
Air Systems
Airstar Safety
Batteries Inc.
Bright Star
CMC Rescue
Eflare
FoxFury
Pelican
Rayovac
Streamlight
Underwater Kinetics

Respiratory Protection & SCBAs
3M
Avon Protection
Bullard
Draeger
Honeywell
MSA
North Safety
Scott Safety

Communications
Savox (ConSpace)
Motorola

Equipment Storage, Bags, Packs
5.11
EVAC Systems
Ready Rack
Hallowell-List
OK1
Pelican
R & B Fabrications
Blackhawk
Ziamatic

Ropes and Rigging
Blue Water Ropes
CMC Rescue
Junkin Safety
Paratech
Phoenix Rescue
PMI, Pigeon Mountain
Yale Cordage

Rehab
Air Shelters USA
Camelbak
DHS Systems
Gatorade
Igloo Products
Progressive Emergency Products
Sqwincher

Tools
Akron Brass Company
5.11 INC
Ampco Safety Tools
Vista Outdoor Sales
FireHooks Unlimited
Husqvarna
Nicol Hose Hook Co.
QEP - Nupla Corp.
Paratech Incorporated
Power Hawk
RIT Safety Solutions

Fire & Emergency Response Con't

Hose & Nozzles
Key Fire Hose
Mercedes Textiles Limited
Ansul Incorporated
Akron Brass Company
Elkhart Brass
Kochek Co. Inc.
Niedner
Red Head Brass LLC
Task Force Tips Inc.

Patient Care
AMBU
Cardiac Science
Certified Safety
H&H Medical
North American Rescue
North Safety
Reeves
Skedco
Stryker EMS
Zoll Medical

Search Cameras & Listening Devices
Tactical Electronics

Rescue Tools
Anderson Rescue Solutions
Genesis Rescue Tools
Holmatro
PGI
Prospan
Rock-N-Rescue

Traffic Safety & Message Boards
Accuform Signs
Bone Safety Signs
Checkers
Cortina
Dicke Safety Products
Harris Industries
JBC Safety
Mutual Industries
National Marker
Plasticade
RamStar Safety
VizCon
Wanco

Ladders
Duo Safety
Little Giant

Ropes & Rigging
Blue Water Ropes
CMC Rescue
Junkin Safety
Paratech
Phoenix Rescue
PMI, Pigeon Mountain
Yale Cordage

Fire Extinguishers & Foam
Ansul
Buckeye
Cold Fire Tactical
Combat Support Products
Intelagard
Kidde
Kidde Dual Spectrum
Kidde Fire Fighting
National Foam
North American Rescue

Ventilation
Leader
Tempest Technology

In the years immediately following 9/11, government agencies were tasked with preparing for another terrorist event involving weapons of mass destruction and hazardous material releases. Those primarily responsible for responding included existing HazMat teams who already had experience dealing with various hazards. Safeware-Mallory was instrumental in providing specialized equipment including level A suits and apparel, hazmat gloves and boots, SCBAs and air purifying respirators and instrumentation designed to detect and classify CBRNE materials. When hazardous materials are found, Safeware-Mallory provides the necessary neutralizers, sorbents for absorbing the material, vacuums for dry and wet material, overpacks for disposal and containment devices to prevent the spread of contaminates. Lastly, complete decontamination equipment including; PPE, showers, containment, shelters, and tools for cleaning and protecting both rescuers and victims.

Mass casualty incidents can stretch the capabilities of any agency, but Safeware-Mallory has the equipment to deal with the unique demands of these events for the first responders and hospitals charged with taking care of the patients. Processing large amounts of victims requires facilities that have significant scalability. Our shelters can be increased almost indefinitely and are only restricted to size of the location they are erected on. Trailers for decontamination, lavatories, and housing can be provided but is always preferable that the agency engage Safeware-Mallory to preplan for such contingencies. Safeware-Mallory can develop and maintain prepositioned pods strategically located around an agency or group of agencies such as a metropolitan area and deploy within a short period of time with surge equipment for mass casualty, medical treatment, decontamination, instrumentation for detection, first responder PPE, victim clothing and supplies or any equipment the agency needs to support large incidents that outstrip resources normally carried by first responders.

Fire & Emergency Response Con't

Chemical/Bio Protective Suits & Coveralls
Ansell
DuPont
Kappler
Kimberly Clark
Lakeland
National Safety Apparel
Onguard
River City
Radiation Shield Technologies
Tingley Rubber
West Chester

Foot & Leg Protection
Allegro Industries
Danner
Ellwood Safety
Impacto
LaCrosse
North Safety
Onguard
Servus
Tingley Rubber

Chemical Detection
Arizona Instrument
B&W Tek
BIO Systems
BW Technologies
Canberra Industries
Chemring
Crowcon
Draeger
FLIR Detection
GFG Instrumentation
Morphix Technologies
MSA
NEXTTEQ
Proengin
RAE Systems
RKI Instruments
Scott Instruments
SEER Technology
Sensit Technologies
Smiths Detection
Truetech

Hand Protection
Best Glove
ERB Industries
Ergodyne Corporation
Impacto
Kimberly Clark
MAPA Spontex
Mechanix Wear
Memphis
North Safety
Occunomix
PIP
SAS Safety
Stockhausen
Superior Glove
The Safety Zone
Valeo
Wells Lamont
West Chester

Spill Control, Sorbents, Neutralizers, Containment & Vacuums
CEP
Green Stuff
Imbiber Beads
MBT
Oil-Dri
SPC

Decontamination Equipment, Complete Shelter Systems, Trailers & Environmental Systems
Air Shelters USA
Decon7
DHS Systems
DuPont
Force1Decon
HDT Expeditionary Systems
Imbiber Beads
Kappler
Lakeland
TrueTech

Explosive Detection
B&W Tek
Field Forensics
FLIR Detection
Morphix Technologies
Morpho Detection
MSA
RAE Systems
Smiths Detection

Respiratory Protection & SCBAs
3M
Air Systems
Allegro Industries
Avon Protection
Bullard
Draeger
Honeywell
Kimberly Clark
Moldex
MSA
North Safety
Scott Safety
Sundstrom Safety

Biological Detection
ADVNT Biotechnologies
Alexeter Technologies
Bio Shield Technologies
Field Forensics
FLIR Detection
MSA
RAE Systems
Response Biomedical
Smiths Detection

Lead Repair & Control
Gillian
Sensidyne

Radiological Detection
B&W Tek
Berkeley Nucleonics
Canberra Industries
FLIR Detection
Mirion Technologies
MSA
Polimaster
RAE Systems
Smiths Detection

Scene and Patient Management
Accuform
Harris Industries
ML Kishigo
Air Shelters USA
DHS Systems
Progressive Emergency Products

Fire & Emergency Response Con't

Incident Command
Accuform
Activu Corporation
D4H Technologies Ltd
ML Kishigo
NowForce
Salamander Technologies
SceneDoc Inc

Temporary Housing/shelters
Air Shelters USA
DHS Systems
Progressive Emergency Products

Nuclear Detection
Berkeley Nucleonics
MSA
RAE Systems
Smiths Detection

Scene and Patient Management
Accuform
Harris Industries
ML Kishigo
Air Shelters USA
DHS Systems
Progressive Emergency Products

Safeware-Mallory provides head to toe personal protective equipment for law enforcement including; apparel, uniforms, head protection, ballistic eyewear, hearing protection with integrated communications, protective and cut resistant gloves, respiratory protection including particulate masks, air purifying respirators and SCBAs for hazardous drug lab environments, individual flashlights and area/scene lighting, handheld and mounted thermal imaging cameras and traffic safety PPE and scene equipment.

LE Apparel
5.11
Arc'Teryx
Champion
Drifire
Elbeco
ML Kishigo
Neese
Propper International
Spiewak
Tru-Spec
XGO
Crewboss

Eyewear
3M
Bolle
Crossfire Safety
Edge Eyewear
ESS
MSA
Paulson
Pyramex
Radians
Revision Military
Smith Optics
Wiley-X

Hearing Protection
3M Peltor
Howard Leight
MSA

Thermal Imaging
FLIR

Respiratory Protection
3M
Avon Protection
Draeger
Honeywell
MSA
Scott Safety

Flashlights & Area Lighting
Airstar Safety
Blackhawk
Brite-Strike
Caylume
Eflare
FoxFury
Night Stick by Bayco
Pelican
Princeton Tec
Streamlight
SureFire

Traffic Safety
Bone Safety Sign
Eflare
Harris Industries
JBC Safety
Kustom Signals
ML Kishigo
MPH Industries
Stalker Radar
Wanco

14. TRAFFIC SAFETY

a. Traffic safety apparel: Class I, II, and III
b. Traffic safety tapes (delineator tapes and warning and barricade tapes)
c. Traffic control products: cones, delineator posts, flags, triangles, signs and the stands that hold them, paddles, vests for road crews, law enforcement, and emergency response personnel, fences, wind socks, and emergency kits
d. Message boards, flares

Traffic safety, whether you are a worker repairing a road or a first responder operating on a highway, is inherently dangerous for everyone involved and proper notification devices including Hi-Viz apparel is essential equipment. Safeware-Mallory has been working with construction, local and state DOTs, law enforcement and first responders for over 70 years helping to supply traffic safety equipment and apparel. Safety apparel for road use has specific requirements that vary by state and Safeware-Mallory can supply all classes of apparel including I, II, and III in accordance with State and local laws. For temporary location or scene barricades, Safeware-Mallory offers barricade tapes in many styles and materials. Roadway traffic control such as cones, delineator posts, flags, triangles, signs and stands, paddles, fences, wind socks, emergency kits, message boards and flares are core offerings for Safeware-Mallory.

Traffic Control & Message Boards
Accuform Signs
Bone Safety Signs
Checkers
Cortina
Dicke Safety Products
Harris Industries
JBC Safety
Mutual Industries
National Marker
Plasticade
RamStar Safety
VizCon
Wanco

Hi-Vis & Traffic Safety Apparel
Ergodyne
Lakeland
ML Kishigo
Mutual Industries
Nasco
Neese Industries
Occunomix
PIP
RamStar Safety
River City
Tingley Rubber
VizCon

15. FACILITY SAFETY AND MAINTENANCE

a. Communications
b. Eyewashes and showers (portable, mounted, combinations, and mixing valves)
c. Fire extinguishers
d. Label Makers (portable and benchtop)
e. Lighting (hand lights, headlamps, personal, and lanterns and area lighting)
f. Lockout/Tagout (stations, padlock and hasps, electrical, confined space, and valve)
g. Maintenance (abrasives, adhesives, sealants and tapes, electrical, HVAC and plumbing, janitorial, lubricants and penetrants, MRO, paint, tarps, hand tools, power tools, measuring and leveling, lawn and garden, and welding)
h. Material handling and storage (bins, bottle carriers, carts, chests and lockers
i. Matting (antifatigue and specialty)
j. Signs and tags
k. Waste disposal
l. Wipers

Providing a safe workplace requires a plan, knowledge of the potential hazards, and experience to successfully implement that program. Every business needs a safety program from the small warehouse to a complex manufacturing facility and there are few who are as uniquely qualified to provide support of that plan as Safeware-Mallory. Most supply companies, who supply safety equipment, simply distribute the product with limited support and expertise, whereas Safeware-Mallory's salesforce has been working in the most complex business environments for decades providing solutions to the unique safety needs of our customers. Many of our salesforce are QSSP (Qualified Safety Sales Professional) certified which means that in addition to their field experience, they have been formally trained through an intensive course on technical and regulatory fundamentals of workplace safety and health sponsored by the International Safety Equipment Association (ISEA). Larger customers who face complex safety requirements, invite our sales professionals to play an important role as a member on their safety committee regularly sitting in on meetings to provide direction and material support. In the field Safeware-Mallory sales professionals can participate in comprehensive safety program creation, perform safety audits and supply equipment and recommendations to comply with Federal OSHA regulations and applicable State and local laws for a wide range of hazards including but not limited to: PPE (personal protective equipment) requirements; noise monitoring and personal communication equipment; fixed and portable eyewash station products and strategic placement; fire extinguishers and placement; hazard labeling including label makers; portable lighting both personal and area scene illumination; lockout/tag-out equipment for applications such as electrical circuits, pipe valves confined space applications; material storage and handling for hazardous materials through moving devices such as dollys and carts, bins, bottle carriers, chests and lockers; complete signage and tag requirements from parking lot to bathrooms and all hazard signs and tags; ergonomic matting used for slip protection and anti-fatigue; hazard waste disposal equipment; industrial wipers including cloth, paper and synthetic materials used for any application; welding PPE including head to toe clothing, helmets and goggles, ventilation equipment, air monitoring and respiratory protection equipment.

Safeware-Mallory has a full range of equipment and facility maintenance supplies including: abrasives, adhesives, sealants and tapes, electrical, HVAC and plumbing, janitorial, lubricants and penetrants, MRO, paint, tarps, hand tools, power tools, measuring and leveling, lawn and garden, and welding equipment.

Facility Safety and Maintenance, Con't

Abrasives
3M
AutoQuip Inc.
Bright Boy
Brush Research Mfg.
Camel Grinding Wheels
Carborundum Abrasives N.A.
Clover Compounds
Cratex Mfg.
Desmond-Stephan Mfg.
Diamond Machining Technology
Divine Brothers
Eze Lap Diamond
Flex-Hone
Formax Mfg.
Granlund Eng.
Klingspor Abrasives
L. R. Oliver & Co.
Merit Abrasives Products
Norton
Osborn Brush
Rex-Cut Products
Spartan Felt
Standard Abrasives
Strauss & Co.
Superior Abrasives
Surf-Pro
United Abrasives
Weiler Corp.
Wm. Sopko & Sons
Radiac
Pferd

Communications
Savox (ConSpace)
CavCom

Material Handling & Waste Storage
3M
American Innotek
Eagle Manufacturing
Justrite
Kimberly Clark
Louisville Ladder
Quantum Storage Systems
UltraTech

Janitorial
Kimberly Clark
GOJO
Buffalo Industries
simple Green
Lagasse
Rubbermaid
Scrubs
CRC
Clorox Healthcare
Lysol
ITW Dymon

MRO
Rubbermaid
SPC
Brady
Accuform
Master Lock
Abus
Stanley Black and Decker
Milwaukee Tool
Makita
Dynabrade
Apex Tool
Snap On
Proto
Akro Mills
Greenlee
Starett

Adhesives, Sealants & Tapes
3M
ECHO
Adhesive Researh
Intertape
LPS
LockTite
CRC
Nashua Tape
Rectoseal
Harris
Nitto Denko
Tesa

Lubricants & Penetrants
Aervoe Pacific
AGS
Amflo
Ashburn Chemical
B'Laster Chemical Corp.
Canode
Cedarberg
Cimcool
CRC Industries
Crown
Dutton-Lainson
Graymills
ITW Accu-lube
ITW Dykem
ITW Dymon
ITW LPS
ITW Rustlick
ITW Safetap
ITW Tapmatic
Jet Lube
Kool Mist
Krylon
Little Giant Pump
Laco/Markal
Legacy
Loc-Line
Loctite
Milwaukee Sprayer
Mobil
Monroe Fluid Technologies
National
Noga
Permatex
Precision Brand
Relton
Ridgid Tool
Simple Green
Starrett
Tap Magic
Trico Mfg.
Vaughan Chemical
Walter Valenite
WD-40
Wesco Tool
Zebra Skimmers

Measuring & Leveling
A & D Weighing
Baker Gauge
Barcor
Bausch and Lomb
Blake
Blohm
Brown & Sharpe

Hand Tools
Alden Corp.
Allen
Apex
Armstrong Tools
Arrow Fastening
Bahco
Bessey

Power Tools
Air Supreme
Air Turbine
AMFLO
Bogdan/Morse
Bosch
Chicago-Pneumatic
Coilhose

Donegan Optical
Dyer
Empire Level
Etalon
Fisher Machine
Flexbar
Flynn Machine
Fowler
Gar
Gem Instrument
General Tool
Hawkeye Borescopes
Imada
Indicol
Industrial Press
Interapid
Lisle
Lufkin
Mahr/Federal
Master-View
Mikemaster
Mitutoyo
Noga
Pelouze
Procheck
Products Engineering
Reprorubber
Rex Durometers
S-T Industries
Santronics
Sequoia Publishing
Starrett
Suburban Tool
Teclock
Teco
Tesa
Toolmex
Valtra
Vermont Gage
Versa Holder
VO Scope

Bondhus
C.H. Hanson
CDI
Channellock
Crescent
Dremel
Eklind
Emhart
Fiskars
Garland Mfg.
Gear Wrench
General Tool
Gerber
H.K. Porter
Hackett Brass
Hanson Tools
Heimann
Irwin
Kastar
Lang
Lisle
Lutz
Martronics
Mayhew
MIT
Nicholson
Olfa
Posi-Lock
Red Devil
Rhino
Ridgid Tool
Rite-Mark
SIC Marking
Simonds
Snap-on Bahco
Snap-on CDI
Snap-on Williams
Spellmaco
Starrett
U.S. Blade
Vaughan & Bushnell Mfg.
Vise-Grip
Walton
Weller
Wiha
Wiss
Wright Tool
Young Brothers

Cox Reel
DeWalt
Dremel
Dumore
Dynabrade
Florida Pneumatic
Foredom Electric
Guardair
Hougen
Jet
Legacy Manufacturing Co.
Lisle
Milwaukee Electric
MIT
Morse Metal Devil
Pit-Pro
Porter-Cable
Rapidkut
Reelcraft
Rico
SGS
Skil
Snap-on / Bahco
Starlite Ind.
Steinel
Universal Tool

Welding
3M
Fibre-Metal
Kimberly Clark
MSA
North Safety
Weldas
Tregaskiss
SGS
Jackson
Victor
Arcos
Pennical Alloy
ARCAIR
Hobart
Lincoln Electric

Facility Safety and Maintenance, Con't

Facility Identification, Label Makers & Lockout/Tagout
Accuform Signs
Brady
Harris Industries
National Marker
Brady
Honeywell
Master Lock

Fire Extinguishers
Buckeye
Cold Fire Tactical
Intelegard
Kidde
North American Rescue

Personal & Area Lighting
8:12 Illumination
Air Systems
Airstar Safety
Batteries Inc.
Bright Star
CMC Rescue
Eflare
FoxFury
Pelican
Rayovac
Streamlight
Underwater Kinetics

Wipers
Kimberly Clark

Anti-Fatigue PPE & AF Matting
3M
Allegro Industries
Chase Ergonomics
Ergodyne Corporation
Occunomix
Superior Manufacturing
The Andersen Company

Eye Wash & Showers
Fendall
First Aid Only
Haws
Honeywell
North Safety
PAC-KIT
Speakman Safety

16. FALL PROTECTION AND CONFINED SPACE

Systems and equipment to protect from death and injury when working in a confined space, or working at height aiding in fall arrest, worker positioning, restraint, suspension, rescue. Including, but not limited to items such as: Self-Retracting life lines (SRLs), tripods, blowers, harnesses, rope, carabiners, etc.

Accidental falls can happen from almost any height, from a few feet on a ladder to hundreds of feet working on new construction project or repairing a wind turbine. A 150 pound person falling 6 feet will generate over 1,000 lbs. of force which is why OSHA requires fall protection equipment for employees working on heights 6 feet and above. Safeware-Mallory from our respective beginnings have supporting construction companies, first responders for rescue applications and many other industries supplying a wide range of fall protection equipment and engineered systems including; SRLs (self-retracting lifelines), tripods, harnesses, rope, carabiners, winches, guardrails, anchors, horizontal and vertical systems, belts and netting systems.

Safeware/Mallory has a ISO Certified work at height training division, ENSA North America. ENSA provides work-at-height safety positioning and rescue training, support and rigging services, confined space NFPA 70E and OSHA 10 and 30-hour courses to a variety of customers In Wind Power, Telecom, Fire, Utilities, Energy, Bridges, Solar, Suspended Platforms and Dams. With 10 training facilities located through the US ENSA can facilitate training in any region of the country. Additionally, we have two mobile training towers which allow us to do on-site training for those customers who cannot travel. This isn't standard compliance training but a hands-on training where students practice a variety of skills in a practical training environment.

Confined space is defined as any space that has limited or restricted means for entry or exit and is not designed for continuous occupancy. There are many instances where personnel need to enter a confined space such as a tank, vessel, man hole, tunnels, hoppers etc. either as a construction worker, for repair and service or first responder to pull a victim out of the space. All face the same challenges and need experts to help source and recommend the proper equipment for the specific application.

Safeware-Mallory are experts in confined space preparation and can provide complete equipment packages and training including: fall protection equipment; harnesses, rope, carabiners, tripods, winches, ventilation equipment; blowers, ducting, communications equipment, air monitoring; gas detection and air sampling, lockout/tag-out, and head to toe PPE.

Confined Space Equipment
3M
Air Systems
Allegro Industries
Biosystems
Bullard
BW Technologies
CMC Rescue
DBI
Draeger
Ergodyne Corporation
Guardian Fall Protection
Miller
MSA
RAE Systems
RKI Instruments
Savox
Scott Safety
Pinnacle Climate Technologies

Fall Protection
3M
Blue Water Ropes
CMC Rescue
DBI
FallTech
Guardian Fall Protection
Junkin Safety
Miller by Honeywell
MSA
Pigeon Mountain
Teufelberger
Yale Cordage

17. MEDICAL AND FIRST AID SUPPLIES

a. First aid kits, refills, and blood borne pathogen response kits
b. Burn care
c. Medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication
d. Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
e. Heat-Stress relief such as fluid replacement drinks and coolers

No matter what the facility, work vehicle, jobsite, police car or ambulance, a comprehensive first aid kit and supplies designed for the correct application and skill level of the user is essential. Safeware-Mallory has been supplying first aid kits and components to businesses and government agencies since our inception. Safeware-Mallory has continually helped our customers keep up with the latest technology and changing ANSI/ISEA standards. Smart first aid cabinets keep track of stock and allow the user to reorder supplies using a phone application. When the ANSI/ISEA standards were updated in 2015, Safeware-Mallory worked with customers to update kits by augmenting or replacing their existing units. Through our suppliers, we offer top quality first aid kits and refills, BBP (blood borne pathogen) kits for cleaning up fluids, burn care dressings, medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication. For law enforcement, Safeware-Mallory offers tactical first aid kits for rapid response for individual use and mass causality incidents.

Skin care products are a must for many different environments where bare hands are exposed to contaminate and dirt, heavy-duty cleansers are needed. Where continual use of latex or nitrile gloves will dry out hands and medicated and protective skin creams are essential to reduce excessive drying and cracking. Safeware-Mallory offers high-quality cleansers and skin creams for every application.

Medical and First Aid Con't

Working in the outdoors, personnel face many hazards including biting insects, sun and poisonous plants. Safeware-Mallory can supply a wide-range of insect repellents, poison ivy relief and pre-exposure lotion, and sunscreen.

Hot work environments will quickly drain the energy from workers causing fatigue and reduced focus on the activity potentially endangering themselves and others. Safeware-Mallory offers many heat-stress relief including; clothing designed for hot environments, cooling vests and clothing, sports drinks in ready to drink, concentrated liquids, power mix, coolers, bottles, and backpacks.

First Aid & Medicinals
Certified Safety
Chinook Medical Gear
Combat Medical Systems
First Aid Only
H&H Medical
JBC Corp
Junkin Safety
North American Rescue
North Safety
Tactical Medical Solutions

Heat Stress
Camelbak
Ergodyne Corporation
Igloo Products
Occunomix
PIP
Sqwincher
Gatorade

Skin Care & Outdoor Use
ARI
Certified Safety
CoreTex Products
First Aid Only
Gojo
North Safety
Stockhausen

18. CBRNE Reference Materials

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

a. NFPA Guide to hazardous materials
b. NIOSH Hazardous Materials Pocket Guide
c. North American Emergency Response Guide
d. Jane's Chem-Bio Handbook
e. First Responder Job Aids

Safeware-Mallory has a large library of reference materials for both first responders and industrial applications including NFPA guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, Jane's Chem-Bio Handbook, and First Responder Job Aids.

Reference Materials
JJ Keller

19. AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS)

Portable, personal, and medical automatic external defibrillators, AED trainers, accessories and replacement parts.

Safeware-Mallory supplies and supports the top portable AED (automatic external defibrillator) manufacturers for both personal and medical applications including; AED trainers, accessories and replacement parts. In addition to supplying AEDs, accessories and parts, Safeware-Mallory also provides AED program management software that is comprehensive yet simple tracing of all vital components of the program providing interactive reporting and escalating notification system for maintenance, battery and accessory expiration dates.

AEDs
Cardiac Science
Defibtech
Physio Control
Philips
Zoll Medical

AED Accessories & Cabinets
Allegro Industries
Cardiac Science
Defibtech
Physio Control
Philips
Zoll Medical

20. AMMUNITION/LESS THAN LETHAL MUNITIONS

Including ammunition for police weapons and munitions such as OC Spray, rubber bullets, flash bangs, crowd and riot suppressants.

In the event of a public disturbance, barricaded subject or other law enforcement situation, less lethal means of submission is a preferred response. Safeware-Mallory supplies several of the top manufacturers of aerosols, chemical munitions including OC spray for individual and crowd suppressants, impact munitions including bean bags and rubber bullets, flash bangs, sting-ball grenades as well as 37/38 and 40 mm launchers.

Less Than Lethal
Combined Systems
Defense Technology
FNH
Royal Arms
Sage Control Ordnance

21. CIVIL DISTURBANCE GEAR

All gear necessary for officer protection and control during civil disturbance events/riots. Including, but not limited to: Shields, riot helmets, pad, FR outerwear, FR base layer, boots, gloves, duty belts, batons, animal protection (horses, canine)

Civil disturbance/ public order (PO) has been on the rise in recent years due to public unrest over police actions. Safeware-Mallory has been on the forefront of providing internationally sourced equipment to law enforcement agencies across the country as well as a grass roots effort to teach best practices in public disorder response. A brief history: The US has lagged well behind our European counterparts in public disorder response where countries such as Great Britain has been dealing with deadly riots for many decades and as a result has cultivated best practices for law enforcement protocols and as well as government standards on equipment specific to civil disturbance. Without NIJ standards relating to riot equipment guiding US manufacturers, the level of protection was subject to their discretion resulting in subpar protection compared to equipment used in the European Union. In the absence of viable US manufactured equipment, Safeware-Mallory has directly sourced certain products from Great Britain and Germany providing the highest level of protection which meet or exceeds British Public Order Standard BS 7971.

Safeware-Mallory supplies the complete public order/ civil disturbance package including: shields; solo, 4 and 6 foot interlocking shields, helmets; riot and ballistic, fire resistant clothing; outer pants and jackets, base layer socks, pants, shirts, hoods, specialized Public Order fire resistant gloves, duty belts and harnesses, carrier vests, identification labels and lights, batons, and specialized riot response vehicles. Safeware-Mallory supplies Public Order equipment to outfit both equestrian and canine units.

Safeware-Mallory has teamed up with Survival Edge Tactical Systems to provide comprehensive multi-day training for Public Order response and preparation.

Public Order Gear
Armadillo Merino
Cold Fire Tactical
Damascus
DMS Protective Equipment
FirstSpear
Gentex Corporation
Hatch
Limited Leather & Tool
Magnum Boots
Mehler LE
Original SWAT
S&S Precision
Survival Edge Tactical
Yaffy Protective Clothing
United Shield
5.11

22. DIVE GEAR/UNDERWATER RECOVERY/WATER SAFETY

Dive suits, underwater robots, boats, dry suits, Personal Flotation Devices (PFDs)

Dive teams for law enforcement and fire & rescue are specialized, highly trained and require quality equipment that won't fail during a mission. Safeware-Mallory has been working closely with the dive and maritime community for many years supporting through product, training and regional events. Safeware-Mallory works with each unit, law enforcement dive and recovery, water rescue and swift water rescue, marine patrol and safety by supplying equipment including; dive dry and wet suites, under water robots for movement and recovery, metal and inflatable rescue boats, ropes and harnesses, and PFD's for water safety used in every application.

Safeware is one of three stocking suppliers in the country for one of the highest regarded water safety manufacturers, Mustang Survival and supplied 55 sets of gear for first responders in the aftermath of hurricane Sandy within 24 hours of the request.

Water Safety & Dive Gear
Ansell
Aqua Lung
CMC Rescue
Demaree Inflatable Boats
Diving Unlimited International
Mistral Security
Mustang
NRS
Stearns
Zodiac

23. POLICE FLEET MANAGEMENT PRODUCTS

Equipment relating to the outfitting and maintenance of vehicles, including but not limited to sirens, lights, speed cameras, RADAR.

When upgrades to law enforcement vehicles are necessary, Safeware-Mallory has the products to meet our customer's needs including; emergency lighting, sirens, ballistic up-fitting, radar and laser speed cameras.

Fleet Management
Kustom Signals
LDV
Lenco Industries
MPH Industries
Nomad Global Communications Solutions
North American Signal
Sound off
Stalker Radar
Troy Products

24. LAW ENFORCEMENT SOFTWARE

Including but not limited to facial recognition products, shot tracking software, license plate recognition, any criminal investigative software**.**

Technology for law enforcement is continually making great strides in the sophistication and benefit of utilizing big data to help policing at every level. Safeware-Mallory can provide engineering and implementation of hardware and software to support facial recognition, community shot tracking, social media surveillance, crime statistics and analytics, computer aided dispatch, records management, mobile reporting, command/control center operations, and physical and cloud storage.

Safeware-Mallory provides design, engineering, installation and maintenance for Vehicle identification and intelligent transportation systems through automatic license plate recognition camera solutions (LPR) utilizing visual, electronic, acoustic, LASER-RADAR methods for both fixed and portable installations.

Software
AeroComputers
Cognitec
Mark43
SceneDoc

Shot Tracking
Shot Spotter
Shot Detection Systems

License Plate Recognition
3M
Cintel
Vetted Security Solutions
Vigilant Solutions

25. PUBLIC SAFETY AVIATION- HELICOPTERS

Equipment and services related to the purchase of helicopter and associated maintenance, UAV, UAW, and accessories, aviation software, aircraft.

Aviation units are typically reserved for larger departments due to the expense and complexity of running and maintaining readiness. Safeware-Mallory has successfully supported the unique needs of municipal and state aviation units post helicopter purchase with a full suite of electronic upgrades and mission specific equipment for both law enforcement and search and rescue applications. Advancement of technology happens at a blistering pace and keeping up is a challenge, but Safeware-Mallory's suppliers provide the cutting edge in HD video and optics including thermal, infrared and low light. Knowing what you are looking at is critical but equally as important is where you are. Our partner's provide the latest in augmented reality mapping software combing multiple mapping layers reflecting terrain and street maps with addressing.

When manned aircraft is not an option, Safeware-Mallory offers a host of Unmanned Arial Vehicles (UAV) designed for surveillance, search and rescue operations, fire ground situational awareness, wildland fire fighting, utility surveys and law enforcement. Our UAVs include fixed wing and single or multi rotor with a wide range of electronics packages, weight capacities and flight time capabilities to meet the needs of our customers.

Aviation
Avenge, Inc.
Churchill Navigation
Macro-Blue
FLIR
IMT Downlink

UAVs
Aeryon Labs
FLIR
Leptron
RP Flight Systems
Tactical Electronics
Vetted Security Solutions

26. PUBLIC SAFETY UNIFORMS

Class A uniforms, Class B uniforms, BDUs, NFPA compliant footwear.

Uniforms are much more than just looking good, they must include features that support the needs of the wearers from fit to the utilization of specialized materials. Safeware-Mallory offers the latest in uniform technology from many of the top brands supporting all applications including general workers, fire departments, law enforcement, and special operations with Class A for formal events, Class B for station wear or patrol, BDUs for special operations, and footwear including NFPA compliant where a fire hazard is present. Safeware-Mallory offers a large selection of specialized clothing for cold and warm applications, bike patrol, equestrian, NFPA compliant and other special operations. Accessories such as buttons, patches, insignia, belts, ties, hats, name tags can be provided both separately or pre-attached depending on the customer's requirements.

Once uniforms have been selected, Safeware-Mallory can create agency specific programs utilizing the manufacturers of choice to streamline procurement while maintaining the strict guidelines for uniform consistency. Where uniform fitting is required, Safeware-Mallory will partner with local businesses in relation to the specific agency and provide fitting and tailoring services in order to deliver turn-key solutions.

Uniforms & Clothing
5.11
Arc'Teryx
Champion
Crewboss
Drifire
Elbeco
ML Kishigo
Neese
Propper International
Spiewak
Tru-Spec
XGO

Footwear
5.11
Black Diamond Tactical
Blackhawk
Danner
Haix
Onguard
Original SWAT
Timberland Pro
Tingley

27. VEHICLES

Any public safety vehicles including but not limited to: armored vehicles, ATVs, Command vehicles, bomb trucks.

Vehicles designed for public safety have unique requirements common across different agencies however the final product can vary greatly. Safeware-Mallory has a wide range of manufacturers who can engineer, design, build and assemble custom vehicles from the ground up including; armored, command and communications, chief's car, EMS responder, fire trucks, first responder utility, EOD (bomb truck), surveillance, SWAT/ rapid response, CBRN disposal trailers and ATVs.

Vehicles
ICS
LDV
Lenco Industries
Nomad Global Communications Solutions
Polaris
Troy Products

28. TRAINERS AND TRAINING EQUIPMENT

For example fire trainers, simulators, training props.

Training is critical to any organization and Safeware-Mallory has the training aids to fit the needs of our customers. Firefighting simulators rang in all sizes including; gas grills, vehicles, tanker trucks, flashover simulators, fixed buildings, mobile trailers, airplanes, helicopters and ships which can be designed and built according to our customers specifications. Ongoing maintenance and support is also provided. Other simulators for firefighting include software applications that teach apparatus driving and incident command and control as well as mannequins used in first aid, CPR and extreme injury training.

Law enforcement simulators supported by Safeware-Mallory include firearm training and active shooter scenarios both utilizing software-based applications as well as live instructor led classes. In live training scenarios, training ammunition and firearms are a capability of Safeware-Mallory. Safeware-Mallory also provides products used by K9 teams for control, bite and take-down and obstacle courses.

Safeware-Mallory offers a wide variety of safety training for both first responders as well as general industry. Through Safeware-Mallory's Safety Management Services division, we specialize in providing degreed safety professionals in a variety of disciplines including but not limited to Safety, Industrial Hygiene, Health Physics, Construction Management, and First Aid for either short or long-term engagements. In addition, our 45 staffed professionals can perform third party safety audits, expert witness, job hazard analysis, accident investigation and safety and health plan reviews.

Training Equipment & Services
Combined Systems
ITTS
LE Targets
Monadnock
Safariland
Simulaids
Survival Edge Tactical
Techline Technologies
UTM
VirTra Systems

K9 Training
Castle K-9
K9 Guardian
Ray Allen

Safeware Training
NFPA
OSHA
HAZMAT

29. VENDING SOLUTIONS

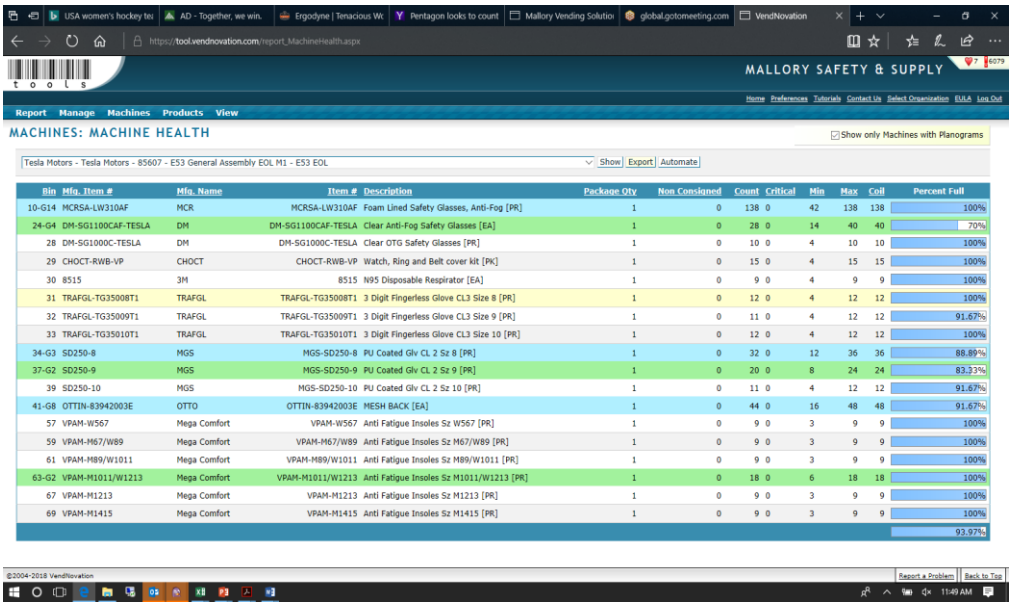
Service and equipment to supply and manage an on-site vending program with contract relevant contents for refill, such as PPE, eyewear, ear plugs, gloves, etc. Solution to include:

a. Real time usage reporting by employee, item, department, or cost code
b. Low stock/out of stock alert for both supplier and customer
c. Ability to restrict items by time, item, employee, or usage
d. Ability to dispense both large and small items

We believe so strongly in the potential cost savings of vending we built our own vending company, SNAPVEND. Over 1200 machines have been deployed nationally with hundreds of customers such as Tesla, City of Tacoma, Clearwater Paper and Weyerhaeuser.

Vending programs can save up to 30% in product usage, drastically cut down walk time by placing frequently used items closer to the work, improves accountability and inventory usage and forecasting capabilities.

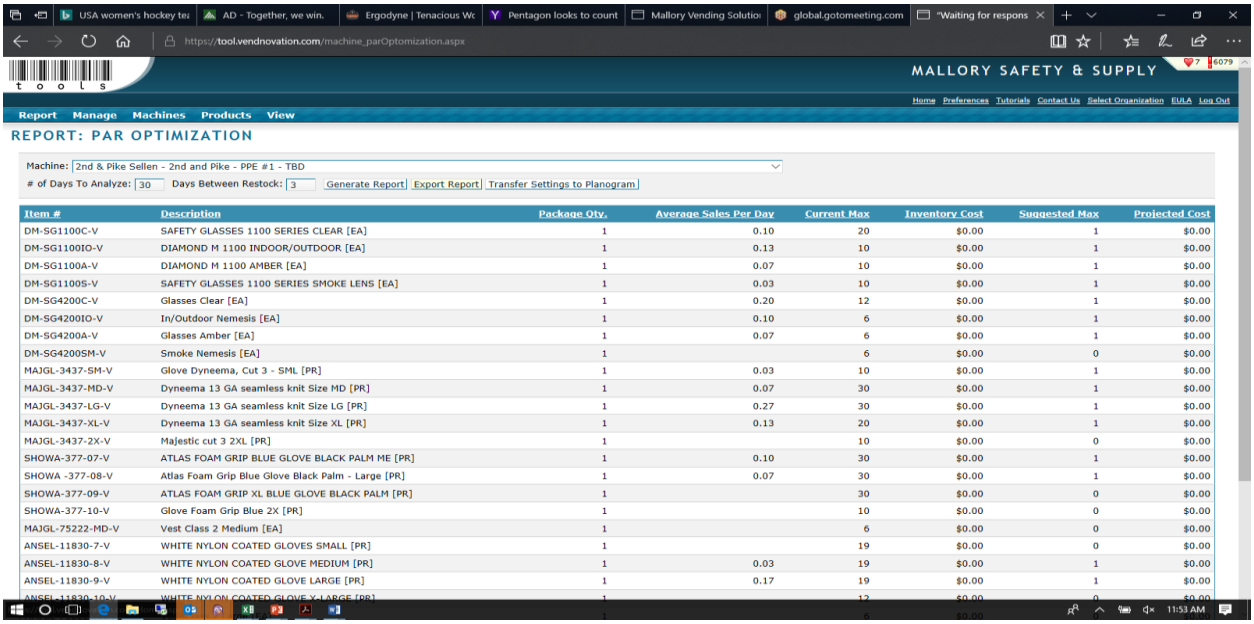
Unlike some other vending based inventory management solutions, Safeware/Mallory uses modern Web Technologies to provide real-time access to your data. Generating usage reports, setting restrictions on inventory usage, deploying new machines, and most other management operations require nothing more than an internet connection and a modern web browser. No extra software to install or keep updated means that you can focus on what the data means instead of how the system works. Our reporting capabilities include everything in the RFQ Scope of Work and more. A short training sessions empowers our customers to have a much or as little access to the software as they wish. We believe transparency is the foundation of a good vending program. Below is a sample of a few of our key reports.



Bin	Mfg. Item #	Mfg. Name	Item #	Description	Package Qty	Non Consigned	Count	Critical	Min	Max	Coil	Percent Full
10-G14	MCRSA-LW310AF	MCR	MCRSA-LW310AF	Foam Lined Safety Glasses, Anti-Fog [PR]	1	0	138	0	42	138	138	100%
24-G4	DM-SG1100CAF-TESLA	DM	DM-SG1100CAF-TESLA	Clear Anti-Fog Safety Glasses [EA]	1	0	28	0	14	40	40	70%
28	DM-SG1000C-TESLA	DM	DM-SG1000C-TESLA	Clear OTG Safety Glasses [PR]	1	0	10	0	4	10	10	100%
29	CHOCT-RWB-VP	CHOCT	CHOCT-RWB-VP	Watch, Ring and Belt cover kit [PK]	1	0	15	0	4	15	15	100%
30	8515	3M	8515	N95 Disposable Respirator [EA]	1	0	9	0	4	9	9	100%
31	TRAFGL-TG35008T1	TRAFGL	TRAFGL-TG35008T1	3 Digit Fingerless Glove CL3 Size 8 [PR]	1	0	12	0	4	12	12	100%
32	TRAFGL-TG35009T1	TRAFGL	TRAFGL-TG35009T1	3 Digit Fingerless Glove CL3 Size 9 [PR]	1	0	11	0	4	12	12	91.67%
33	TRAFGL-TG35010T1	TRAFGL	TRAFGL-TG35010T1	3 Digit Fingerless Glove CL3 Size 10 [PR]	1	0	12	0	4	12	12	100%
34-G3	SD250-8	MGS	MGS-SD250-8	PU Coated Glv CL 2 Sz 8 [PR]	1	0	32	0	12	36	36	88.89%
37-G2	SD250-9	MGS	MGS-SD250-9	PU Coated Glv CL 2 Sz 9 [PR]	1	0	20	0	8	24	24	83.33%
39	SD250-10	MGS	MGS-SD250-10	PU Coated Glv CL 2 Sz 10 [PR]	1	0	11	0	4	12	12	91.67%
41-G8	OTTIN-83942003E	OTTO	OTTIN-83942003E	MESH BACK [EA]	1	0	44	0	16	48	48	91.67%
57	VPAM-W567	Mega Comfort	VPAM-W567	Anti Fatigue Insoles Sz W567 [PR]	1	0	9	0	3	9	9	100%
59	VPAM-M67/W89	Mega Comfort	VPAM-M67/W89	Anti Fatigue Insoles Sz M67/W89 [PR]	1	0	9	0	3	9	9	100%
61	VPAM-M89/W1011	Mega Comfort	VPAM-M89/W1011	Anti Fatigue Insoles Sz M89/W1011 [PR]	1	0	9	0	3	9	9	100%
63-G2	VPAM-M1011/W1213	Mega Comfort	VPAM-M1011/W1213	Anti Fatigue Insoles Sz M1011/W1213 [PR]	1	0	18	0	6	18	18	100%
67	VPAM-M1213	Mega Comfort	VPAM-M1213	Anti Fatigue Insoles Sz M1213 [PR]	1	0	9	0	3	9	9	100%
69	VPAM-M1415	Mega Comfort	VPAM-M1415	Anti Fatigue Insoles Sz M1415 [PR]	1	0	9	0	3	9	9	100%
												93.97%

Our Machine Health Report tells us the inventory status of each coil in a machine. An alert is sent to both our customers and our Vending team when coil quantities hit yellow or red status. Thus warning us about a potential stock out before it happens.

Our vending solution eliminates the need for on board hard drives and pushes the software to the cloud allowing for lower overall costs, higher up times and less maintenance. The lower cost allows us to deploy vending for FREE to our customers in exchange for a marginal buying commitment.



Item #	Description	Package Qty.	Average Sales Per Day	Current Max	Inventory Cost	Suggested Max	Projected Cost
DM-SG1100C-V	SAFETY GLASSES 1100 SERIES CLEAR [EA]	1	0.10	20	$0.00	1	$0.00
DM-SG1100IO-V	DIAMOND M 1100 INDOOR/OUTDOOR [EA]	1	0.13	10	$0.00	1	$0.00
DM-SG1100A-V	DIAMOND M 1100 AMBER [EA]	1	0.07	10	$0.00	1	$0.00
DM-SG1100S-V	SAFETY GLASSES 1100 SERIES SMOKE LENS [EA]	1	0.03	10	$0.00	1	$0.00
DM-SG4200C-V	Glasses Clear [EA]	1	0.20	12	$0.00	1	$0.00
DM-SG4200IO-V	In/Outdoor Nemesis [EA]	1	0.10	6	$0.00	1	$0.00
DM-SG4200A-V	Glasses Amber [EA]	1	0.07	6	$0.00	1	$0.00
DM-SG4200SM-V	Smoke Nemesis [EA]	1		6	$0.00	0	$0.00
MAJGL-3437-SM-V	Glove Dyneema, Cut 3 - SML [PR]	1	0.03	10	$0.00	1	$0.00
MAJGL-3437-MD-V	Dyneema 13 GA seamless knit Size MD [PR]	1	0.07	30	$0.00	1	$0.00
MAJGL-3437-LG-V	Dyneema 13 GA seamless knit Size LG [PR]	1	0.27	30	$0.00	1	$0.00
MAJGL-3437-XL-V	Dyneema 13 GA seamless knit Size XL [PR]	1	0.13	20	$0.00	1	$0.00
MAJGL-3437-2X-V	Majestic cut 3 2XL [PR]	1		10	$0.00	0	$0.00
SHOWA-377-07-V	ATLAS FOAM GRIP BLUE GLOVE BLACK PALM ME [PR]	1	0.10	30	$0.00	1	$0.00
SHOWA -377-08-V	Atlas Foam Grip Blue Glove Black Palm - Large [PR]	1	0.07	30	$0.00	1	$0.00
SHOWA-377-09-V	ATLAS FOAM GRIP XL BLUE GLOVE BLACK PALM [PR]	1		30	$0.00	0	$0.00
SHOWA-377-10-V	Glove Foam Grip Blue 2X [PR]	1		10	$0.00	0	$0.00
MAJGL-75222-MD-V	Vest Class 2 Medium [EA]	1		6	$0.00	0	$0.00
ANSEL-11830-7-V	WHITE NYLON COATED GLOVES SMALL [PR]	1		19	$0.00	0	$0.00
ANSEL-11830-8-V	WHITE NYLON COATED GLOVE MEDIUM [PR]	1	0.03	19	$0.00	1	$0.00
ANSEL-11830-9-V	WHITE NYLON COATED GLOVE LARGE [PR]	1	0.17	19	$0.00	1	$0.00

The Par Optimization report assists us in establishing refill quantities and frequency needed to maintain a 100% fill rate.

30. RELATED SERVICES

Any related public safety and emergency preparedness products and services offered by supplier.

Safeware-Mallory provides added value services including: SCBA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, level A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance and breathing air testing.

Safeware-Mallory also provides many onsite and online training classes on a wide range of topics including:

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Own OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Competent Person
- Fire Prevention & Fire Extinguishers
- First Aid CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse)
- Forklift Train the Trainer
- Hand & Portable Power Tools
- Hazard Communication/Right to Know
- Hazard Identification
- Hazardous Materials Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Team (initial and refresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Waste Management (initial and refresher)
- Hearing Conservation
- High Voltage Electrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockout/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest
- Law Enforcement Public Order Command Foundation Course
- Machine Guarding
- Material Handling
- Mobile Cranes & Rigging
- NFPA70E
- OSHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General Industry
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment
- Power Tool Safety
- PPE Hazard Assessments
- Respirator Fit-Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs
- Scaffold User
- Scaffold Competent Person
- Slinging and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Competent Person
- Work Zone Safety Supervisor

31. OTHER NON-LISTED PUBLIC SAFETY, LAW ENFORCEMENT AND FIRE EQUIPMENT

Equipment, supplies and materials (such as general Fire Turn -out gear and Law Enforcement Tactical equipment) that Bidder offers but does not appear specifically in the above categories.

Safeware-Mallory has been providing equipment and services to support the current contract for over 6 ½ years. In preparation for this solicitation we offered feedback relative to the list of categories that included the highest demand for our services. The response provided by Safeware-Mallory in this technical response represents a comprehensive list of our best current capabilities offered. However, in the world of ever-changing threats and challenges, Safeware-Mallory will expand capabilities to include any additional categories and products required by our customers to meet their needs.

C. Awareness of Difficulties & Plan to Surmount

As the current contract holder, Safeware-Mallory is well aware of the difficulties associated with a contract of such an extensive scope and breadth. The challenges with this contract are many but can be broken down into three major factors which include the size of the contract scope, the ability to provide national coverage, and the resources necessary to service the contract.

Contract Scope

The current contract includes 19 categories and the new RFP includes 31 diverse groups. This varied list of product categories presents a serious challenge to any single company. Traditional law enforcement distributors do not have the experience in fire departments or general safety. Fire distributors tend to be limited to regional coverage due to fire equipment manufacturers' dealer agreements. Neither group has strong positioning in industrial safety or physical security and computer networking for complex CCTV and access control. Safeware-Mallory has several advantages over other providers and is uniquely positioned to support this contract. First, both companies began as independent safety distributors servicing all manner of commercial manufacturing and construction giving us a broad background in safety. The personal protective equipment (PPE) used in industry is, many instances, the same equipment used by first responders. For example, chemical manufacturers utilize a very high level of PPE including level-A suits, SCBAs, and detection equipment similar to equipment used by HAZMAT teams. Because of this similarity, both companies began to service first responders decades ago becoming recognized as leaders in the FR community today. Over the last 6 ½ years Safeware-Mallory has systematically increased our capabilities in almost every category to our current position today where the current categories reads like a list of our core competencies.

Coverage

In preparation for our 2011 response to the current Public Safety contract, we recognized the need for complete country coverage in order to reach out to the 30,000 registered USC customers. Safeware was strong in the Mid-West and East Coast with limited penetration into the West Coast. Mallory Safety and Supply has a strong foot print on the West Coast and Mid-West. As a combined effort over the last 6 ½ years, we have successfully covered the entire US including Alaska, Hawaii, and US Territories and continue to grow our salesforce and marketing efforts to extend our reach.

RESOURCES

A successful organization must have a system in place with both the flexibility to adapt with every changing situations and the rigidity of defined managerial roles that will oversee the execution of the plan and its changes. Commitment to the program from senior management is critical as company-wide adherence to the program is necessary for success.

Safeware and Mallory have worked closely together to ensure a unified approach to contract support by devoting significant financial and personnel resources in support of the contract. Sales management and marketing efforts are combined to ensure unified priorities and approach. Lines of communication have long been established between all levels of the organizations and regular meetings as well as use of collaborative tools have helped us to maintain consistency and development of best practices for contract execution. Use of the same software platform makes operational procedures and reporting straightforward.

PLANT TO SURMOUNT

Our Preliminary Work Plan at the onset of the current contract consisted of three phases beginning with startup and analysis of our current customers, contacting existing users of other U.S. Communities contracts, and ending with converting previously unregistered users. A look at our sales numbers from 2012 shows that this process took some time due to virtually no carry over from the previous contract, but our continuous growth resulting in sales of over $46 million in 2017 and $196 million total sales from the start of the contract demonstrates that we have been successful in our efforts and provided the necessary resources and focus enabling this growth.

The continued growth in contract sales will come from the ongoing execution of our current strategy. The strategy consists of multiple parts involving sales analytics, sales representative allocation and expansion, marketing efforts, and laser focus. Our sales strategy has changed over the years as we gained experience and found what works and what does not. Today we take a multi-layered approach with our sales staff where many agencies are supported by several reps who are product experts in a category such as law enforcement or physical security. By working together, we can more fully cover a single agency's needs.

Safeware-Mallory also utilizes sales analytics to determine sales penetration, areas of improvement, and opportunity utilizing cost vs benefit methodology. Safeware and Mallory have invested heavily in marketing activities to provide several functions; first by supporting our name recognition and contract availability to perspective customers, and secondly to engage customer who we might not otherwise be able to contact. This is done through our comprehensive website, email lists, publication advertising and social media capabilities. Trade shows and summits are also an important mechanism for reaching new and existing customers providing a single showcase for new products and services. Safeware and Mallory attend on average over 75 shows per year, not including USC summits, both individually and in jointly shared booth spaces.

THE FIRST SIXTY DAYS

If awarded the contract, our senior management team will meet to execute the notification process to all existing customers and begin to lay the groundwork for creating new bridged contracts with agencies requiring such contracts. We will quickly engage agencies where supervisor or board approval is required and get on schedule for public hearings if needed so that we can have little to no disruption from old to new contract.

Implementation of the new contract will be designed to leverage current relationships with municipal agencies and create a fresh face for the contract in an effort to attract new potential target customers. New contract roll-out will be executed with joint efforts from the Safeware-Mallory and U.S. Communities Marketing teams.

We will energize the marketplace with the following campaign encompassing the first 60 days of the new contract. Elements to include:

- **Initial roll-out call with the U.S. Communities Program Managers**
  - Emphasizing the value of the contract with focus on target customers and opportunities for market growth.
- **Initial roll-out call with Advisory Board Members**
  - Emphasizing target products and campaigns for success
- **Emails to Registered Agencies**
  - Emphasizing the new contract and offering special incentives in the form of special buys for the new contract
- **Webinars**
  - Targeted at both purchasing and agency (fire & police) customers
  - Communicating the breadth of the contract and our offering
- **Update Print Material**
  - Reprints of all catalogs, line cards, business cards, etc. refreshing the look of and announcing the new contract
- **Press Releases**
  - Announcing the contract and emphasizing its benefits
- **Social Media**
  - Posts on various social media channels (Facebook, Twitter, LinkedIn) to announce new contract and emphasize benefits of use

TRAINING

Training will be a huge part of our implementation plan as universal understanding of the contract throughout the company is critical to our success. Contract commitments are made at the executive level, but are carried down to every employee through our levels of management.

- **Employees**
  - In-service USC contract training for all departments respective of their contract role
  - Paired with a fresh understanding of all of the new contract details ensuring all employees have at least basic understanding of contract merits

- Occurring just prior to contract inception to ensure that Safeware-Mallory personnel are up to date and ready for contract kick-off

- **Sales**
  - In-service USC contract training for all sales personnel on new contract details
  - Mandatory training with USC Program Manager to further improve our contract skills
- **Vendors**
  - New focus!
  - Intent to create excitement in the supply chain to create even more lift for our contract
  - Scheduled vendor "Town Halls" during the first 60 day
  - Manufacturer partners will be invited to send sales personnel, in person or via webinar, for contract training
  - Resources will be provided to announce inclusion of their products on U.S. Communities
    - Ex. POS booth materials for trade shows, logos, branding for websites

2.0TREATMENT OF THE ISSUES

We recognize the scope of work as presented and we feel that it fundamentally represents the important aspects of the contract: to provide a full offering of products for fire and police, to provide to protect every worker in a government agency of any time, and all other eligible U.S. Communities contract customers, and to have a strong fundamental understanding of the procurement of these products.

We understand that we are responsible to consult with government procurement professionals based on a strong understanding of the legal and regulatory issues involved, to promote adoption of the U.S. Communities contract in a way that delivers hard cost savings on the products that they buy, as well as savings in the cost of the procurement process. We find the Request for Proposal to be complete, thorough and relevant in every detail.

3.0STATEMENT OF QUALIFICATIONS

3.1 ORGANIZATIONAL AND STAFF EXPERIENCE

As the incumbent on this contract, Safeware-Mallory has seven years' worth of examples of our experience with the subject matter of this contract. Safeware-Mallory hosts a plethora of benefits as both current and future contract holders, which can be summarized by our Dedication, Responsiveness, and ability to be a Solution Provider.

A. DEDICATION

Safeware and Mallory are both family owned and operated businesses with strong dedication to fill the need for public safety equipment. We are proud to supply our first responders and others in the public safety industry with the equipment necessary for them go to work every day and come home safely. Executive leadership of both companies fully supports the commitment of such a contract and serve as an example of dedication to the job. We have many personnel dedicated full time to supporting the contract, and many employees who have experience with U.S. Communities outside of Safeware-Mallory's current contract. Our teams are knowledgeable concerning grant fulfillment and can support complex requirements with short deadlines. We work closely with procurement and understand their

pain points. This deep dedication to serving our customers is seeded in the corporate culture promoted by our executives.

EXECUTIVE EXPERIENCE

Edward Simons, CEO of Safeware, has made the success of Safeware in the U.S. Communities contract a personal mission. Ed has attended many quarterly reviews, and 6 of the U.S. Communities Annual Conferences. He has hands on role with the U.S. Communities team, the Advisory Board members, and Safeware key U.S. Communities customers. Ed exemplifies Executive involvement and his involvement is directly related to the success of Safe ware's U.S. Communities contract.

Rick Bond, Vice President of Sales and Marketing, has been supporting customers in this contract since 2009. Rick worked for the prior contract holder, in his first full year working the U.S. Communities contract there; he grew his territory from 2.6 million in sales to 8.1 million. Why? Rick realized that this contract requires not only purchasing support and education, but also the strong support of the end user customers (as every purchasing professional will tell you!). Rick worked directly with the fire and police customers to earn their business, and continues to enjoy a portfolio of nationwide contacts at the end user level. Rick also understood that large capitol and grant funded projects require tremendous detail and flexibility in pricing, and he delivered lower costs to many government customers. Rick accounted for approximately half of the contract sales of the past contract holder prior to the Safeware award.

Rick flourished in the customer focused atmosphere of Safeware (where he worked for 13 years earlier in his career), and in 2016 he accepted his new role as the VP of Sales. Rick has led several U.S. Communities webinars, including one on emergency procurement where he was able to share his own personal experiences as a supplier during high profile national emergencies spanning several decades. Rick is a hand on leader, with deep and lasting relationships with Government Purchasing Professionals as well as fire and police customers across the country.

COMPANY EXPERIENCE

Everyone in the company currently has a hand in supporting the U.S. Communities contract. Top management regularly attends the annual La Jolla Conference as well as all quarterly sales reviews with U.S Communities managers. Safeware-Mallory includes U.S. Communities reporting in their company wide sales meetings including information about the progress of the contract's revenue towards our yearly goals, any new manufacturers with training to support the contract's eligible categories of items, sales strategies and pitches, re-education of U.S. Communities benefits and best practices. From the top down, all company members are reminded, well aware of, and involved in supporting the U.S. Communities contract.

Our customer service team is knowledgeable and experienced in supporting government customers. Our quotes always reference relevant contract detail, and customers are assured of receiving the eligible contract pricing. Safeware-Mallory customer service reps are trained on the U.S. Communities contract and receive regular product training to insure the proper support of the contract objectives.

SALES EXPERIENCE

All Safeware sales representatives are trained on government purchasing and the U.S. Communities contract. Each sales representative regularly works in support of the local U.S. Communities Program Manager and attends government purchasing events, obtaining best practice information to help them

consult with government customers in regards to the use of cooperative contracts. All Safeware sales representatives have access to the U.S. Communities UConnect portal and access the U.S. Communities website for important information so that they can be a resource to government purchasing professionals.

- **State and Local Government (NIGP)** – Safeware routinely attends NIGP conferences across the country to support our contract sales
- **State Government National Governors Association** – Safeware was honored to have Rick Bond speak to the Homeland Security Advisory Council of the National Governors Association in 2015. The talk was in regards to Safeware's U.S. Communities contract and was reinforced with statements from Chris Kelenske of the Michigan State Police, who spoke to the council regarding the benefits of the contract to the State of Michigan. Safeware also attended the annual NGA conference in 2017 in Providence Rhode Island. Safeware is a leading edge contract holder for U.S. Communities at the State level boasting 11 states currently bridged with the Safeware U.S. Communities contract. The states of Michigan, Massachusetts, and Maryland are among our larger success stories.
- **Large Cities** – Safeware has been successful in penetrating large cities. The core commodities on the Safeware contact along with our reputation with the end user customers has driven adoption from Washington DC, Cleveland, and Houston among others.

GRANT FULFILLMENT

We work with customers daily on meeting their complex requirements and critical timeframes due to grant deadlines. The majority of Mallory's U.S Communities business is funded by grant funds because of the unique solution the contract offers and the diligent job both companies have done making this contract available to agencies in grant-funded regions. All departments throughout Safeware and Mallory are trained and acutely aware of sensitivity of grant deadlines and work together to help ensure all customers receive items on time.

Every December, agencies get notified of leftover funds and must order, purchase and receive equipment eligible on the Approved Equipment List (AEL) from FEMA sometimes in less than two weeks. Safeware-Mallory makes sure they stay abreast of each agency's leftover grant opportunities and keep them aware of this option of piggybacking on the U.S. Communities contract so both sides can maximize these often large windfalls.

Safeware-Mallory leverages their manufacturer relationships to meet customer's often tight deadlines to ensure product arrives on time and all paperwork is in order to fulfill grant requirements otherwise the customer loses their funds. The consistent delivery on these critical commitments throughout the span of the U.S. Communities contract period has earned Safeware and Mallory the reliable reputation and trust that agencies depend on to meet their deadlines resulting in repeat large scale purchases.

NATIONAL ELECTIONS

Safeware supported the City of Cleveland in the purchase of public safety equipment in preparation for the 2016 Republican National Convention. Difficulties in the acquisition of federal funds as well as other

hurdles put the City in the challenging position of having to purchase product to protect thousands of officers with only a few short weeks to complete the purchases and have the products delivered. Many products also required fitting and training further increasing the lead time. Fortunately, the City had passed a resolution making the Safeware U.S. Communities contract an option for these purchases. Safeware worked closely with the City Procurement staff as well as the command staff from fire and police assigned to the event to ensure that all of the products were delivered and that training and fitting took place in time for the big event. Safeware was also honored to provide products to the City of Philadelphia for the 2016 DNC, and we also supplied many products to the City of Tampa for the convention which was held there in 2012.

WASHINGTON, DC

Washington DC Office of Contracts and Procurement had a seemingly impossible task in procuring emergency supplies for the January 2017 Presidential Inauguration. Funds became available for long lead time items with only a few short weeks until the big event. Fortunately, DC had been utilizing Safeware and the U.S. Communities contract allowing us to work together to get the mission critical items in the hands of the police department just in time for the Inauguration.

COBB COUNTY

Consider these excerpts from a government publication, regarding the teamwork of Safeware with Cobb County, GA Procurement to address purchases needed in time for the grand opening of SunTrust Park in 2017:

> *As opening day plans for the new Atlanta Braves Stadium, SunTrust Park, were being finalized, public safety leaders were completing the traffic and security measures to be implemented around the SunTrust Park area. On opening day, April 14th, officials would be implementing their well-planned processes and procedures to ensure traffic flowed smoothly and the safety of the thousands of visitors attending the game was secure.*
>
> *Critical to the implementation of these plans was a list of items that needed to be purchased and delivered prior to opening day. The Police Department had several meetings with Bill Thomas, Supervisor of General Purchasing for Cobb County to outline their supplies and specifications. Some of the requirements included more than 1,000 safety cones, metal barricades, golf carts, Polaris all-terrain vehicles, safety balloons, generators and covered trailers – representing thousands of dollars.*
>
> *The first pitch date was approaching and Bill needed to ensure that the procurement of the extensive list proceeded smoothly. To do this, he turned to two U.S. Communities contracts: Safeware for the majority of the public safety items and Club Car for the golf carts.*
>
> *Joe proposed the cooperative contracts to the public safety team. "Using these contracts would save a lot of time by eliminating the need for an RFP and I knew we would get their lowest pricing," said Joe. "Everything*

that was needed was available through these two contracts which really streamlined the entire process."

Arriving at opening day without these items was not negotiable. Before proceeding, Joe had several meetings with Safeware to ensure the items they needed were covered under the contract and would be delivered by the designated dates. "I was most concerned with the Polaris vehicles since they were the most expensive items. I wanted absolute confirmation there would be no issues with the purchase. Sometimes when working with a vendor, you start the process and then find out a particular item is not available or can't be delivered by the needed date." stated Joe. "Working with Safeware went as smoothly as it could have gone."

As an Advisory Board member for U.S. Communities, Cobb County is familiar with the advantages of utilizing U.S. Communities contracts. The solicitation process by a lead public agency is similar to the Cobb County purchasing process so the requirements for a competitive bid are met. Being able to utilize a cooperative contract streamlines the entire purchasing process and eliminates the time needed for an RFP. U.S. Communities has rigorous supplier commitments to ensure their supplier partners offer their best government pricing. "Using U.S. Communities, we knew we were getting the most competitive pricing," said Joe.

Safeware enjoys a good relationship with Cobb County, and SunTrust Park is just another example of our work with procurement professional to meet deadlines with important public safety purchases.

We are constantly engaging regularly with procurement, purchasing managers, and buyers to assist with current and upcoming projects helping bridge the gap between the specific technical needs of the end users and the need for a convenient way to purchase on the procurement side. For example, Los Angeles City Fire has a long standing relationship with both an ambulance company and a helicopter company whose contracts were due to expire. The purchasing department was under the impression that they had to go out to bid to resolicit for these expensive and high profile contracts, but with the help of Mallory's well trained sales team discovered they were eligible to piggyback onto the U.S. Communities contract. The business for both contracts was transferred over to the contract through Mallory resulting in significant savings in both hard and soft costs.

B. RESPONSIVENESS

Safeware-Mallory is responsive to customer needs of all kinds. When disaster strikes, we are there to help agencies recover. We are on-call 24/7 to respond with product and solutions to rapidly deliver supplies to agencies in need during both natural and homeland safety disasters. Consider the following examples that highlight our ability to respond to emergency.

STATE OF MASSACHUSETTS

Safeware has worked closely with many contacts at the State of Massachusetts since the U.S. Communities contract was bridged in 2016. One recent success was the need for State Emergency

Management to purchase kits and trailers for sheltering residents in an emergency. While the preparations for the purchase had taken place over many years, the money became available in January of this year with a delivery required in April. A meeting took place and fortunately, Safeware has experience with this type of kit and trailers before. Two weeks after the initial meeting, the quotes were finalized, and two days after that, purchase orders were created enabling the State to meet their deadlines.

STATE OF MICHIGAN

Safeware was contacted in August of 2014 by representatives of the State of Michigan Department of Technology, Management and Budget. The state had been surprised by terrible flooding, forcing many residents from their homes and causing widespread damage. The State sent over an equipment list of flood clean up items, hoping that Safeware could somehow source thousands of each of these items. This contact took place on a Saturday morning and volunteers were being mobilized already for the clean-up. Safeware contacted a key contract partner regarding the supplies, and it was immediately recognized that the listed components actually were parts of a kit that listed on the U.S. Communities contact pricing for that vendor, Propac. This kit is manufactured for the American Red Cross and Salvation Army, among others. The State made arrangements for the purchase of a full truckload of kits, which were loaded on a truck in South Carolina and dispatched on Sunday morning to the flood sites in Michigan. Local governments in the affected area also requested kits after speaking with the State, and as registered U.S. Communities customers, the county was able to purchase several pallets on their own to augment the clean-up.

This success story was presented by Safeware, along with a representative of the State of Michigan, to the Homeland Security Advisory Council of the National Governors Association in 2015.

MIAMI DADE

The whole country received a big scare in 2016 with an outbreak of the Zika virus, and in August of that year, cases were reported in South Florida. Miami Dade County, a great customer of Safeware on the U.S. Communities contract, sprang into action and began to procure emergency supplies such as insect repellant, wipes and sprays to protect employees and the public. Safeware was able to source all of the required products and coordinate emergency deliveries to support the response. Safeware also provided Miami Dade with products during the recent hurricanes of 2017, working around the clock with County representatives during the preparations and aftermath.

PRODUCT INNOVATION

Being responsive is more than responding quickly in times of disaster. We also respond to changes in the market, always looking for the latest products to solve today's problems. Safeware-Mallory invites manufacturers to regularly scheduled sales meetings to introduce new technology and product offerings and train our sales teams on presenting the options to our growing customer base. We attend numerous trade shows with the intent not only to make new contacts, but to find new and innovative products that will meet end users' needs. Mallory, for example, has regularly exhibited at Urban Shield and donated new technology to the 72-hour scenario portion of the event during which 40+ SWAT teams test equipment in security type scenarios as a way to discover new technology and develop better tactics for high risk situations.

Both Safeware and Mallory, while attending trade shows independently, also present jointly at various shows and conferences along with manufacturers to aid in product demonstration and customer meetings. These shows are opportunities to increase our customer base, spread our knowledge of the various public safety markets, and promote the U.S. Communities contract vehicle. A full listing of the shows attended in 2017 will be presented later in this proposal.

C. Solution Providers

Safeware-Mallory has an extensive and diverse vendor base made up of over a thousand individual vendors comprised of safety, law enforcement and Special Forces, fire and rescue, emergency and first aid, surveillance and physical security manufacturers. We utilize these relationships to offer our customers a variety of product to meet their specific needs and preferences. We save our customers time by being a single source for all of their public safety needs, with the ability to combine multi-vendor requirements into one purchase such as when we provided the City of Las Vegas Metro Police Department with a variety of riot gear and Personal Protective Gear from multiple manufactures on a single purchase order. A combination of our unified buying power, along with our market expertise, and our knowledgeable staff make us excellent solution providers.

We are experts in the market with relationships with the most popular brands in public safety as well as specialized vendors. We work with end users to find unique solutions to fit our customers' needs and often work closely with the manufacturer to develop specific items or kits that fit these needs.

Diverse Vendor Base

Safeware-Mallory identifies and trains with relevant manufacturers on their products in each respective public safety channel and regularly includes manufacturer experts on joint calls, demos, in person meetings and presentations with interested end-users. Trial and Evaluation programs are also made available to the customers with multiple manufacturers on the same product so customers can feel confident with their final purchasing decision. Manufacturers included encompasses virtually Safeware-Mallory's entire catalog including 3M, US Armor, MSA, Avon, Armor Express, United Shield, Crewboss, Mustang Survival, Chinook, Blauer, Lion, Firedex, as well as most PPE manufactures (head, hand, eyes), etc.

Safeware-Mallory consults with its extensive end-user customer base to stay up to date on technology they are using to add to the U.S. Communities contract to make available to other end-users. Safeware-Mallory ensures there are multiple manufacturer options under popular categories to give end-users the best opportunity to make informed decisions to suit their needs specific to their agency.

The Orange County Fire department, the largest Southern California fire agency, was looking for ballistic armor for active shooter incidents. They had a specific budget, needed to outfit 700 seats and also needed solutions for storage. The Safeware-Mallory team was able to present samples of ballistic armor from multiple manufacturers such as US Armor, Armor Express, United Shield, and Safariland so that the customer could choose the right products to fit accommodate their budget. The final deal included free helmet pouches and vest carrier bags as well as the only 7-year warranty available on ballistic armor to amortize their spend more effectively versus the standard 5-year warranty.

UNIFIED BUYING

An excellent example of the benefit of unified buying is with security projects which encompass multiple vendors for cameras, software, storage as well as installation services and labor. Safeware-Mallory offers unique Government Security Solutions combining a myriad of equipment solutions and customizations based on customers very unique needs. These solutions are difficult to procure because due to their sensitive nature, they cannot be advertised in the way that normal goods and services are. The U.S. Communities contract is an excellent resolution to this issue as it saves government purchasing from having to solicit such sensitive projects via open bidding and allows them to utilize a single source for such complex multi-vendor requirements.

PHYSICAL SECURITY & INTEROPERABLE COMMUNICATIONS EQUIPMENT

SUCCESS STORY #1:

A large Southeastern City was experiencing an extremely high felony crime rate. The City generated Citywide funding and applied for and was awarded multiple security grants (State & Local and Federal) to build out a $12M Real Time Crime Center for their Public Safety Department in order to gain greater situational awareness and coordinate with ground units and personnel. Besides designing and building out a multi-room security ops center, the Safeware-Mallory team integrated many technologies including and not limited to: Shot Detection, LPR (License Plate Recognition), Intelligent Citywide CCTV, Online Community Tip Line, Online Pawn Shop Stolen Good Activity, Social Site Monitoring, Body Cam Upload Integration, Citywide Network Connectivity, Interoperable Communications, and Multi-Agency Situational Rooms. This “Real Time Crime Center” has become a showcase for many Law Enforcement agencies both state and local as well as Federal and has been of great interest to some of the world’s largest corporations as it is being viewed as the benchmark for future “Real Time Crime Centers”.

SUCCESS STORY #2:

In 2017, Major League Baseball held their annual All Star Game in the City of Miami and required a physical security system, covert in nature due the extremely high ranking political and celebrity attendees. The Safeware-Mallory team designed and built out a rapid deployable physical security network along with the end-point devices necessary to provide situational awareness across a multi-agency encompassing state, local, Federal Law Enforcement support team. The project was challenging as the original networking design had to be revised multiple times due to constant new high-rise construction changing the “line of sight” requirements. Another large challenge was creating interoperability across multiple platforms as many Federal agencies brought with them their own highly secure networking equipment that had different bandwidth spectrums from the State & Local agency networking equipment. The Safeware-Mallory team was, however, able to configure a design for the secure operation center that brought all law enforcement parties onto a common operating platform.

SUCCESS STORY #3:

A large Northeastern County was operating on outdated (1920’s/1950’s/1980’s) security measures throughout their regional corrections facility. In 2015, the Safeware-Mallory team brought the County up to current security technologies that included CCTV, and Access Control. The County was so pleased with the Safeware-Mallory team that the County subsequently contracted with the Safeware-Mallory team to bring their Prosecutor’s Office, County Operation Offices, County Courthouse, and other critical County support facilities under the newly designed Safeware-Mallory security platform. To this day Safeware-Mallory is viewed as a trusted security partner with the County.

SUCCESS STORY #4:

A large Southeastern City was experiencing a high volume of stolen vehicles. Many vehicles were being driven out on City roads. The Safeware-Mallory team designed, configured, and built multiple License Plate Recognition (LPR) trailers with built in cellular connectivity. The intent of the trailers was to alert local law enforcement of stolen car hits. Within the first week of deploying the trailers, the City Police Department was averaging and apprehending over five stolen cars per week just on one main thoroughfare alone. During the next City Commission meeting, the Police Chief was pleased to report their results and out of that meeting started the allocation of nearly $7M to the Safeware-Mallory team for additional Citywide security measures throughout the City.

SUCCESS STORY #5:

A major Northeastern City was operating on an outdated public safety communications system. They had previously contracted with one of the world's largest communication conglomerates only to end up extremely frustrated as they continued to experience sporadic connectivity between their headquarters and their first responders entering various buildings throughout the City. The Safeware-Mallory team approached the City with a hybrid upgrade approach. We integrated a CAD fusion software solution along with upgrading their entire Distributed Antenna System (DAS) hardware support structure. This implementation of the new hardware has rapidly eliminated dead spots in communication granting the City peace of mind that their systems are operating as intended and helping to keep their first responders safe.

SUCCESS STORY #6:

A large Northeastern County owned the land where a cellular communications tower once stood. This area of the Northeast has vast amounts of open, undeveloped, and environmentally protected lands and their public safety network along with the consumer cellular network was lacking coverage. The Safeware-Mallory team advised the County at no cost on how to best utilize their land and how to bring to the table the largest cellular tower owner operating in the US. The Safeware team also advised the County that it was possible to co-locate their public safety antennas (microwave licensed spectrum and cellular) at one elevation of the proposed tower while allowing the top tier cellular service providers to compete for tower space at other height locations. The County has since entered into their tower lease agreement as outlined by the Safeware-Mallory team.

3.2 REFERENCES

Please see Attachment C

3.3 FINANCIAL STATEMENTS

Please see Attachment D for Safeware financials from 2016. Statements from 2017 have not yet been finalized by our auditors. (CONFIDENTIAL AND PROPRIETORY)

4.0SUPPLIER QUALIFICATIONS

4.1 SUPPLIER COMMITMENTS

Safeware-Mallory acknowledges U.S. Communities' view of the importance of a successful supplier relationship as a foundation for providing maximum benefit to Participating Public Agencies as well as the Supplier. We therefore agree to the following commitments in order to ensure we provide the highest level of public benefit to Participating Public Agencies:

A. CORPORATE COMMITMENT

- Safeware-Mallory agrees to the terms and conditions of the Master Agreement and acknowledges that the pricing, terms, and conditions shall at all times be our primary Contractual offering of Products and Services to Public Agencies. All of our marketing and sales efforts to Public Agencies will demonstrate that the Master Agreement is our primary offering and not just one of our contract options.
- Safeware-Mallory agrees that our entire sales force shall present the Master Agreement when marketing Products or Services to Public Agencies.
- Safeware-Mallory agrees to advise all existing Public Agency customers as to the pricing and other value offered through the Master agreement.
- Upon authorization by a Public Agency, Safeware-Mallory agrees to transition customer to the pricing, terms, and conditions of the Master Agreement.
- Safeware-Mallory commits that the U.S. Communities program and the Master Agreement will receive the highest level of support from senior management and subordinates.
- Safeware-Mallory asserts that the following contacts have been assigned to support the contract (see National Staffing Plan, section 5.5):
    - **National Accounts Manager** - senior management level personnel with the authority and responsibility to ensure that these Commitments are maintained at all times.
    - **Lead Referral Manager** - responsible for both receiving communications from U.S. Communities concerning new Participating Public Agency registrations as well as for ensuring timely follow-up by staff to requests for contact from Participating Public Agencies.
    - **IT Lead** – responsible for updating and supporting current supplier-based internet web page dedicated to Safeware-Mallory's U.S. Communities program and linked to U.S. Communities' website
- Safeware-Mallory's senior management team, led by Edward Simons, President of Safeware, and Shawn Murray, Chief Operating Officer of Mallory, fully supports and endorses our commitments to the U.S. Communities program and its requirements ensuring long term participation as our primary Public Agency contract vehicle.
- In states where we have an existing Contract for Products and Services, Safeware-Mallory agrees to notify the state of the Master Agreement and will make all efforts to transition the state to U.S. Communities program. Regardless of the state's decision to transition to the

Master Agreement, Safeware-Mallory will continue to primarily offer the Master Agreement to all Public Agencies located within that state.

B. PRICING COMMITMENT

- Safeware-Mallory commits that the pricing offered under the Master Agreement is the lowest overall available pricing on Products and services offered to Public Agencies.
- Contracts Offering Lower Prices – In the case that a pre-existing contract provides one or more Public Agency a lower price than offered under the Master Agreement, Safeware-Mallory agrees to match the lower pricing and inform eligible Public Agencies that the lower pricing is available under the Master Agreement. If the Public Agency requests to be transitioned to the Master Agreement, Safeware-Mallory shall comply and report all future purchases under the U.S. Communities Contract. Examples of these obligations include state contracts, regional cooperative contracts, and contracts with individual Public Agencies.
- Deviating Buying Patterns – Safeware-Mallory understands that we may occasionally encounter a Public Agency with a buying pattern or terms and conditions that considerably deviate from the normal Public Agency patterns causing pricing under the Master Agreement to be higher than an alternative contract held by Safeware-Mallory. In the event of such a situation, Safeware-Mallory will evaluate the unique circumstances to determine if pricing under the contract can be reduced for items that are causing the deviation for that Public Agency.
- Supplier's Options in Responding to a Third Party Procurement Solicitation – Safeware-Mallory understands that Public Agencies may issue their own solicitations, despite it being the objective of U.S. Communities to encourage piggybacking onto the Master Agreement. In the event of such solicitations, Safeware-Mallory recognizes the five available options and will determine on a case-by-case basis which option is best for the U.S. Communities, the Public Agency, and Safeware-Mallory. We recognize the following five available options:
    - We may opt not to respond to the procurement solicitation or make the Master Agreement available to the Public Agency as a comparison.
    - We may respond with the pricing, terms, and conditions of the Master Agreement. If awarded the contract, the sales would be reported as sales under the Master Agreement.
    - If competitive conditions require pricing lower than the standard Master Agreement pricing, Safeware-Mallory may submit lower pricing through the Master Agreement. If awarded, we would report sales as sales under the Master Agreement but would not be required to extend the lower price to other Public Agencies.
    - We may respond to the solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded, we acknowledge that we are still bound by all obligations set forth in Section 3.3 of the Master Agreement including the requirement to advise the awarding Public Agency of the pricing, terms, and conditions of the Master Agreement.

- We may respond to the solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Safeware-Mallory may offer the pricing under the Master Agreement as an alternative for consideration.

C. ECONOMY COMMITMENT

Safeware-Mallory understands the benefits of the Master Agreement over alternative options such as competitive solicitation pricing, and agrees to demonstrate these benefits and as well as continue to proactively offer the terms and pricing of the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate proposals and solicitations.

D. SALES COMMITMENT

The Safeware-Mallory sales force will be properly trained, engaged, and committed to marketing the Master Agreement as Safeware-Mallory's primary offering to Public Agencies. Compensation for the sales force shall be greater to or equal to their current compensation earned through other Public Agency contracts.

- Supplier Sales – Safeware-Mallory acknowledges responsibility for proactive sales of products and services to qualifying agencies and agrees to timely follow-up on sales leads from U.S. Communities. The program will be marketed aggressively though several approaches including but not limited to targeted advertising, direct mail, and online marketing. We will continue utilizing current methods with a proven track record of success. Regardless of the method of marketing, Safeware-Mallory agrees to include the U.S. Communities logo and agrees to employ its use per the standards defined in this agreement. Though U.S. Communities already has access to logos for Safeware, Mallory, and Safeware-Mallory and standards of use, any new logo or standards shall be provided to U.S. Communities upon award of this new contract and Safeware-Mallory grants U.S. Communities the use of our logos in accordance with our standards and requirements. Safeware-Mallory agrees to convey the following key points concerning the Master Agreement with all sales initiatives and marketing: i) that it was competitively solicited by Fairfax County, ii) it provides Safeware-Mallory's best overall pricing and value to eligible agencies, iii) there is no cost to participating Public Agencies, and iv) it is a non-exclusive Contract.
- Branding and Logo Compliance – Safeware-Mallory agrees to comply with all U.S. Communities branding and logo standards and guidelines. Marketing material designed for U.S. Communities will be submitted for review and approval prior to distribution.
- Sales Force Training – Safeware-Mallory assumes responsibility for training our entire sales staff on the Master Agreement and U.S. Communities program. We are aware of and will utilize U.S. Communities for training on a national, regional, or local level when necessary.
- Participating Public Agency Access – In order to facilitate customer access and communication, Safeware-Mallory will update the current U.S. Communities website with

the new contract information upon award. The website, which is accessible from a link on our homepage, www.safewaremallory.com, at minimum shall include the following: Logos for U.S. Communities and the Founding Co-Sponsor, Copy or original procurement solicitation, copy of Master Agreement and amendments, Summary of products and services pricing, link to U.S. Communities registration and instructions, and Safeware-Mallory marketing material. Safeware-Mallory will also continue to use and promote our dedicated toll-free hotline for U.S. Communities inquires and as well as our email address: uscommunities@safewaremallory.com.

- Electronic Registration – Safeware-Mallory will verify that each Public Agency has completed the U.S. Communities online registration process prior to processing their first sales order.
- Supplier's Performance Review – Safeware-Mallory gladly agrees to participate in regular performance review meetings with U.S. Communities to evaluate our performance and discuss areas for improvement.
- Supplier Content – Safeware-Mallory agrees to provide U.S. Communities with Supplier Content (graphics, media, etc.) for use on U.S. Communities websites and for general marketing purposes. Safeware-Mallory grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferable license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Safeware-Mallory warrants that it either owns or holds the rights to such material and confirms that the use of such content will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

4.2 USC ADMINISTRATION AGREEMENT

See Attachment A for copy of Administration Agreement that is executed unaltered and signed.

4.3 SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Please see worksheet on next page

SUPPLIER QUALIFICATIONS

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES ✓ NO____

B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?
YES ✓ *NO____
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES ✓ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:
_____ Sales between $0 and $25,000,000
_____ Sales between $25,000,001 and $50,000,000
✓ Sales between $50,000,001 and $100,000,000
_____ Sales greater than $100,000,001

E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES ✓ NO____

F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES ✓ NO____

G. Will your company commit to the following implementation schedule?
YES ✓ NO____

H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES ✓ NO_____

Submitted by:
KARLA A HYATT
(Printed Name)

Karla Hyatt
(Signature)

DIRECTOR OF GOV'T CONTRACTS
(Title)

3-8-18
(Date)

5.0SUPPLIER INFORMATION

5.1 NATIONAL COMMITMENTS

1. UNDERSTANDING OF SUPPLIER COMMITMENTS

Safeware and Mallory both agree with all of the corporate commitments as are represented in the detailed acceptance contained in section 4.1 of this proposal and further acknowledge our acceptance of such in signing of the Administration Agreement. We understand that these terms are to be well understood and carried out at every level of the company.

CORPORATE COMMITMENT

We agree to all terms and conditions of the Master Agreement and pledge that it will be our primary offering to all eligible agencies at all time. All of our marketing material will promote the contract, and our entire sales force will present it as our primary offering not simply an option. We will always advise eligible agencies of the contract and its benefits such as low pre-competed prices, ease of use, etc. We will make every effort to transfer customers to use of the contract, even in instances where we have an existing contract with a state or other entity. We will transfer eligible customers to the contract and all associate accounts will be updated within our system so as to properly report sales. This program will receive the highest level of support the entire company, led by senior management of both Safeware and Mallory. We have assigned specific U.S. Communities contract roles to several people in the company, which can be found in the National Staffing Plan section.

PRICING COMMITMENT

Safeware-Mallory commits that the pricing offered under the Master Agreement, as presented in this cost proposal, is the lowest overall available pricing on products and services offered to Public Agencies, which include all state and local government, school districts, non-profits, etc. If we have any existing contracts that offer lower pricing to specific agencies, we will lower the pricing on this contract to match the best pricing offered.

ECONOMY COMMITMENT

Safeware-Mallory understands the benefits of utilizing the U.S. Communities Master Agreement over alternative options such as competitive solicitation pricing, and we agree to demonstrate these benefits to all of our eligible customers. We will promote use of this contract as an efficient choice which will save customers time and money that alternative proposals and solicitations may accrue.

SALES COMMITMENT

We understand the need for a well-prepared sales force and commit to providing them with proper training and making effort to ensure they are engaged and committed to marketing the Master Agreement as Safeware-Mallory's primary offering to Public Agencies.

5.2 COMPANY

1. SALES FORCE LOCATION

Safeware and Mallory employ a total of 81 Territory Representatives responsible for direct customer contact and support. These following locations designate the assigned office locations of the reps but are not indicative of their territories as many of them travel to multiple regions.

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
1	Phoenix	AZ
1	Brawley	CA
5	Fremont	CA
4	Los Angeles	CA
1	Sacramento	CA
1	San Bernardino	CA
3	San Diego	CA
3	San Francisco	CA
1	Denver	CO
1	New Haven	CT
1	Jupiter	FL
1	Orlando	FL
1	Gainesville	GA
2	Chicago	IL
2	Columbia	MD
7	Lanham	MD
1	Raleigh	NC
2	Las Vegas	NV
2	Reno	NV
1	Albany	OR
2	Eugene	OR
1	Medford	OR
18	Portland	OR
2	Salem	OR
1	Philadelphia	PA
1	Anderson	SC
1	Katy	TX
1	Strasburg	VA
2	Bellingham	WA
1	Longview	WA
7	Seattle	WA

1	Spokane	WA
1	Yakima	WA
1	Milwaukee	WI
Total: 81		

2. SALES FORCE MARKETING

Safeware-Mallory employs a sales team of 81 professionals serving all 50 states each of whom can provide assistance to customers in the scope of this RFP by way of working with all levels of the purchasing process. Every one of our team members are experts in the field, working directly with end users to demonstrate product, communicating with decision makers, and ultimately with purchasing to ensure seamless procurement. Our sales team is well equipped to market the contract to all types of Public Agencies across the country. From the large agency to the smallest, we take the time to understand the individual challenges each face.

NOW

Safeware-Mallory outside sales representatives are assigned to specific territories based on their location and knowledge. The size of their territory is also determined on size and density of the market they are serving. They are responsible for direct communications with procurement, decision makers, and end users for the development of both existing and new customers. New customers can be found by a number of proven methods.

Our sales team is experienced and uses their extensive product knowledge to gain access to end users. The first responder community demands that the salesperson who calls on them know the challenges they face out in the field and that only comes with experience and product knowledge. They are adept at leveraging known contacts to find opportunities within an existing agency by getting leads and finding the appropriate decision makers. Developing new agency customers may be accomplished using multiple methods including marketing, trade shows, word of mouth, and cold calling. Safeware-Mallory has created a multi-level marketing strategy utilizing expanded printed material, comprehensive website and social media, and presentation at tradeshows. We also work closely with U.S. Communities attending summits, providing content for periodic website topics and joint calls with program managers.

PRODUCT KNOWLEDGE

All of Safeware's sales representatives are trained to provide product support in the key aspects of public safety. Our reps understand the products we sell and make it a top priority to understand the needs of our end users. Because we carry multiple lines of similar product, our reps demonstrate the merits of each, helping the customer to find the right product to meet their application needs and budget. In addition to simply providing product, Safeware-Malloy field representatives provide added value support to our customers with services to support the product purchases such as seminars on current issues in public safety, respiratory fit testing and fit test training, confined space training, product fitting, and site safety surveys. We are trusted product experts who not only provide products but we provide the knowledge to use them safely.

TRAINING

Safeware sales representatives receive a minimum of a one hour each week of new product training and an additional 2-5 days of offsite training throughout the year in order to remain current on the latest products offered by our manufacturers. Each week, a different vendor is invited to present to the group during a dedicated weekly training hour ensuring our reps are familiarized to a wide variety of lines across our offering. The focus of these training sessions is to support sales of products and services in the following categories:

-
- Police
  - SWAT
  - Patrol
  - Bomb
  - Traffic
  - Drug Enforcement
  - Crime Scene
  - Dive/Recovery
  - Search and Rescue
  - Canine
- Fire
  - Structural Firefighting
  - Hazmat response
  - Technical Rescue
  - USAR
  - Water Rescue
  - Apparatus small parts
- General Safety
- Emergency Management

TRADE SHOW ATTENDANCE

We know that sales depend not only on what you know, but who you know. We aim to get our product in front of the right people and trade shows are an efficient way to do this. Safeware and Mallory sales reps worked a combined total of over 100 trade shows in 2017. These trade shows represent contact with tens of thousands of current and potential customers in State and Local Government and demonstrate the unique versatility and geographical scope of the Safeware-Mallory sales team. Each of these shows is a showcase of the benefits of cooperative purchasing through U.S. Communities, along with strong subject matter expertise in the core vertical user markets. Safeware and Mallory also attend U.S. Community summits around the country in support of the contract.

Safeware 2017 Trade Shows	Date	Industry	Show Type
CSOC	11-Jan	LE	Safety
Fire Rescue East	19-Jan	Fire	Fire
KCMTOA	7-Feb	LE	Police
VA Fire & Rescue Conference	24-Feb	Fire	Fire
SMAFC	1-Mar	Fire	Fire
Future of the Profession Event	3-Mar	IND	Safety
CAGP Conference	7-Mar	Gov't	Purchasing
Police Product Expo	7-Mar	LE	Police
Western States Sheriff's Assoc.	7-Mar	LE	Police
AIHA Carolinas Spring Conference	9-Mar	IND	Safety
ILEAS	12-Mar	LE	Police
VAGP Spring Conference	23-Mar	Gov't	Purchasing

PA Tactical Conference	28-Mar	LE	Police
IAPPO	6-Apr	Gov't	Purchasing
Chesapeake AIHA	6-Apr	IND	Safety
Delaware Hazmat Training Workshop	7-Apr	LE	Fire
SOTA Tactical Training Conference	10-Apr	LE	Police
USC Summit - Miramar, FL	12-Apr	Gov't	Purchasing
USC Summit - Denver, CO	14-Apr	Gov't	Purchasing
SE FL NIGP Reverse Trade Show	20-Apr	Gov't	Purchasing
TTPOA SWAT Conference	20-Apr	LE	Police
GA Fire Chiefs Conference	23-Apr	Fire	Fire
ME Partners in Emergency Preparedness	25-Apr	Fire	Fire
MACSC	25-Apr	IND	Safety
GPAG Conference	26-Apr	Gov't	Purchasing
MPPOA Reverse Trade Fair	27-Apr	Gov't	Purchasing
MASSSBUYS Expo	27-Apr	Gov't	Purchasing
FL Gulf Coast NIGP RTS	28-Apr	Gov't	Purchasing
ISOA Conference	1-May	LE	Police
Mock Prison Riot	2-May	LE	Police
NY GovBuy	3-May	Gov't	Purchasing
GA AIHA Vendor Day	4-May	IND	Safety
Great Lakes Homeland Security Conference	9-May	LE	Police
USC Summit - Rochester, NY	11-May	Gov't	Purchasing
TX Emergency Management Conference	16-May	EMG	Fire
Mullane Health and Safety Symposium	18-May	Fire	Safety
USC Summit - Waunakee, WI	23-May	Gov't	Purchasing
LECC	24-May	LE	Police
FAPPO	25-May	Gov't	Purchasing
VA Public Health & Healthcare Preparedness	31-May	IND	Safety
FAHN Conference	5-Jun	LE	Safety
OTOA	6-Jun	LE	Police
National Homeland Security Conference	6-Jun	LE	Police
IAFC	16-Jun	Fire	Fire
Missouri Valley Division of IAFC	29-Jun	Fire	Fire
DC Water Safety Day	30-Jun	IND	Safety
S & P North Atlantic Regional Conference	10-Jul	LE	Safety
USC Summit - Providence, RI	12-Jul	Gov't	Purchasing
Regional Response Summit	20-Jul	EMG	Fire
GA Fire Investigator's Conference	25-Jul	Fire	Fire
SAFRE	27-Jul	Fire	Fire
TN Safety & Health Conference	31-Jul	IND	Safety
TN Assoc. of Chiefs of Police Conference	2-Aug	LE	Police

CT SWAT Challenge	22-Aug	LE	Police
GA Fire Service Conference	24-Aug	Fire	Fire
NIGP	27-Aug	Gov't	Purchasing
KY Tactical Conference	27-Aug	LE	Police
AL Governor's Safety & Health Conference	28-Aug	IND	Safety
TacOps East	6-Sep	LE	Police
GA Safety, Health & Environmental Conference	6-Sep	IND	Safety
WAPP Vendor Expo & Conference	7-Sep	Gov't	Purchasing
VA Hazmat	13-Sep	Fire	Fire
MAHMT Conference	20-Sep	Fire	Fire
AL AIHA Fall Conference	22-Sep	IND	Police
NTOA	24-Sep	LE	Purchasing
WV Narcotics Officers' Assoc.	25-Sep	LE	Police
AIHA Carolinas Fall Conference	28-Sep	IND	Safety
MEMA	2-Oct	Fire	Fire
AL Tactical Officers Conference	16-Oct	LE	Police
IA Homeland Security Conference	16-Oct	EMG	Police
VOSH Conference	18-Oct	IND	Safety
DE Public Purchasing Assoc NIGP Area II Conference	19-Oct	Gov't	Purchasing
Hotzone Conference	20-Oct	Fire	Fire
Southeast Mine Safety & Health Conference	1-Nov	IND	Safety
OH Hazmat	3-Nov	Fire	Fire
CLIA	13-Nov	LE	Police
SCAGPO Trade Show	15-Nov	Gov't	Purchasing
NJAC Summit	8-Dec	Gov't	Purchasing

Mallory 2017 Shows	Industry	Show Type
CATO - California Association of Tactical Officers	LE	Law Enforcement & Homeland Security
ATOA - Arizona Tactical Officers Association	LE	Law Enforcement & Homeland Security
NTOA - National Tactical Officers Association	LE	Law Enforcement & Homeland Security
Cops West	LE	Law Enforcement & Homeland Security
IACP - International Association of Chiefs of Police	LE	Law Enforcement & Homeland Security
Urban Shield - Bay Area Joint Scenario Exercises	LE	Law Enforcement & Homeland Security
SHOT Show	LE	Law Enforcement & Homeland Security
Sheriff's Show - Washington State	LE	Law Enforcement & Homeland Security
Sheriff's Show - New Mexico	LE	Law Enforcement & Homeland Security
Sheriff's Show - Utah	LE	Law Enforcement & Homeland Security
SWAT Show - Las Vegas	LE	Law Enforcement & Homeland Security
UASI Homeland Security Conference	LE	Law Enforcement & Homeland Security
ASIS - Security and Surveillance	LE	Law Enforcement & Homeland Security
UASI Homeland Security Conference	EMG	Emergency Preparedness
NIGP - National Government Purchasers	Gov't	Purchasing

OPPE - Oregon Purchasing show	Gov't	Purchasing
CAPPO - California Association of Public Purchasing Officers	Gov't	Purchasing
League of California Cities	Gov't	Purchasing
US Communities Supplier Shows - Regional	Gov't	Purchasing
US Communities Annual Conference - La Jolla, CA	Gov't	Purchasing
Fire World Expo	Fire	Fire/Urban Search and Rescue/Hazmat
Urban Shield	Fire	Fire/Urban Search and Rescue/Hazmat
ASSE	EMG	Safety
National Safety Convention	EMG	Safety

FUTURE PLANS

Our growth in the state and local market is formulaic—we will continue to penetrate the market through the following strategy:

- **GOVERNMENT PURCHASING**

Each year, Safeware sales representatives attend conferences across the country of local NIGP (National Institute of Government Purchasing) chapters, purchasing summits and national procurement conferences to meet with government officials and make them aware of the benefits of cooperative purchasing and the U.S. Communities contract. From these meetings, Safeware meets with purchasing departments across the country to explain the contract and its benefits and support contract engagement. The next contract period will mark a milestone of contract engagement where Safeware will build on its strong support and continue to take the message to more government agencies.

- **END USER ADOPTION**

Safeware adopts a “boots on the ground” approach to end user engagement. Our sales team is in front of fire, police and safety end user customers each week across the 38 states that we serve.

- **WORD OF MOUTH**

When Safeware-Mallory first adopted this contract 6 ½ years ago, maybe a handful of Public Agencies had even heard of us. How have we grown so much and so fast? Our entire company is united behind the U.S. Communities contract and our dedicated sales team focuses on the message of cooperative purchasing while supporting end user needs. We are routinely challenged with the impossible and we go out of our way to take care of our customers. This passion for excellence has resulted in numerous referrals and our satisfied customers are often some of our greatest spokespeople.

GROWTH

Safeware-Mallory has a plan for future growth and expansion of U.S. Communities by supporting high density population areas as well as by making a touch to more rural customers. In 2016, Safeware began to shift resources to more populated areas. Currently, we have two sales representatives covering Florida and one in Texas but we expect to have several representatives in each state in the coming years. We plan to expand our team into the Gulf States and the heartland in the next few years as well. In general, we pair salespeople with population rather than geography but we plan to resource the contract with touch to more rural customers as well. We have been so warmly welcomed in rural area when we make the calls but it has not been a focus until now. Our plan is to combine phone sales with field reps in these areas to insure penetration in the market. Safeware-Mallory also continues to expand

marketing efforts to support our sales efforts through our comprehensive websites, social media, print material and email marketing.

As previously mentioned, Safeware sales representatives undergo rigorous training on the products and services we provide. Our sales team represents a talented and trained group of professionals, equipped to take the contract into the public sector. We have relationships in place all over the country with state and local procurement officials and end users. We understand our customers, their requirements, and their restrictions. We are well versed in government purchasing, grants, and procurement standards making us easy to work with.

3. SALES FORCE EDUCATION

As a current USC contract holder, the Safeware-Mallory salesforce is well versed in promoting the USC Master Agreement. We will however continue to ensure company-wide adherence to the Master Agreement through various methods of ongoing training for both current and new members of the sales team. Following the award, we will schedule meetings with the entire sales group to review the new contract standards and Master Agreement. Direct training will be used in conjunction with supporting documents including sales strategies and plans for each sales territory. Ongoing training is, and will continue to be held in regional sales meetings to refine best practices. All sales force activities will be monitored and evaluated to ensure aggressive marketing of the U.S. Communities Program.

On top of our plan to continue education of the outside sales force, we also plan to periodically review USC best practices and compliance with our inside customer service representatives. Already, new CSRs receive USC Contract training up initial hire, and printed material is distributed for individual review. Our goal is to educate our entire team, across all departments, on the program merits and compliancy so that everyone has the understanding and competence to not only talk confidently about the program with customers, but to perform their individual job functions in a manner supportive of the contract. We will also continue to update and educate our suppliers on U.S. Communities to ensure their familiarity as well as support.

4. ANNUAL SALES

Aggregated for both Safeware and Mallory

SUPPLIER ANNUAL SALES IN THE UNITED STATES			
Segment	**2014**	**2015 Sales**	**2016 Sales**
Cities	$ 18,448,423	$ 14,661,177	$ 17,949,303
Counties	$ 20,132,889	$ 26,941,989	$ 22,513,270
K-12 (Public/Private)	$ 141,094	$ 27,128	$ 19,274
Higher Education (Public/Private)	$ 236,946	$ 194,735	$ 382,677
States	$ 7,053,318	$ 4,630,570	$ 5,904,785
Other public Sector and Nonprofits	$ 2,226,826	$ 1,378,093	$ 1,263,550
Federal	$ 16,462,834	$ 17,190,573	$ 20,279,324
Private Sector	$ 80,761,507	$ 88,926,403	$ 96,257,238
Total Supplier Sales	$ 145,463,836	$ 153,950,668	$ 164,569,420

**Note some sectors may be over or understated due to current classifications. For example, cities and counties are not completed segregated unless listed in our system as registered USC customers in which case the appropriate Agency Type ID as found in Exhibit B of the RFP has been assigned.*

5. ANNUAL SALES FOR SCOPE

Aggregated for both Safeware and Mallory

SUPPLIER ANNUAL SCOPE SALES IN THE UNITED STATES			
Segment	**2014 Sales**	**2015 Sales**	**2016 Sales**
Cities	$ 19,132,583	$ 14,661,177	$ 17,949,303
Counties	$ 20,905,766	$ 26,941,989	$ 22,513,270
K-12 (Public/Private)	$ 98,812	$ 27,128	$ 19,274
Higher Education (Public/Private)	$ 151,199	$ 194,735	$ 382,677
States	$ 7,073,600	$ 4,630,570	$ 5,904,785
Other public Sector and Nonprofits	$ 1,975,118	$ 1,378,093	$ 1,263,550
Federal	$ 17,129,664	$ 17,190,573	$ 20,279,324
Private Sector	$ 74,905,116	$ 82,522,846	$ 90,495,767
Total Supplier Sales	$ 141,371,858	$ 147,547,111	$ 158,807,949

6. Public Agency Customers

1. Philadelphia Fire Department
Cpt. Christopher Mitchell
PFD Equipment Officer
215-686-1351
christopher.mitchell@phila.gov

2. Fairfax County Police
Michael Estelle
Buyer II, Financial Resources Division
703-246-7582
michael.estelle@fairfaxcounty.gov

3. MD Dept Public Safety & Corrections
Debbie Pecora, CPPB
Program Manager, Procurement Services
410-339-5836
debbie.pecora1@maryland.gov

4. DC Metro Police Dept
Sgt. Anthony Alioto
Sgt. of Domestic Security Operations
202-727-9357
Anthony.Alioto@dc.gov

5. Pennsylvania Emergency Management Agency
Stephanie Fisher
Purchasing Agent Bureau of Budget
717-651-2189
stefisher@pa.gov

6. Washington Metropolitan Area Transit Authority
Richard Owens
Procurement Officer
202-962-1412
rowens@wmata.com

7. Houston Police Dept
Desiree Heath
Division Manger/Strategic Procurement
832-393-8742
Desiree.heath@houstontx.gov

8. City of San Diego
Jose Luis Romo
Purchasing/Contracts (Grants/Seized Assets)
619-533-6793
jromo@pd.sandiego.gov

9. County of San Diego Sheriff's
Sue Dickinson
Quality Assurance Specialist
619-285-6410
Susan.dickinson@sdcounty.ca.gov

10. Santa Clara County-Sheriff
Judy Hou
Buyer, Institutional Contracting
408-491-7438
Judy.Hou@prc.sccgov.org

7. Other Cooperative Purchasing Programs

Safeware-Mallory is exclusive to U.S. Communities in regards to cooperative purchasing programs, other than state contracts and our Federal GSA contract. Safeware was an original awardee of the New York State HIRE contract and has been awarded the contract through two re-competes. When the contract was awarded in 2015, the affiliation with NASPO was disbanded and although there is language indicating a potential possibility of cooperative purchases, Safeware has had no sales to any agency outside of the State of New York in the three years since the contract was awarded, nor do we have any agreements in place with any Public Agency outside of the State of New York to do so.

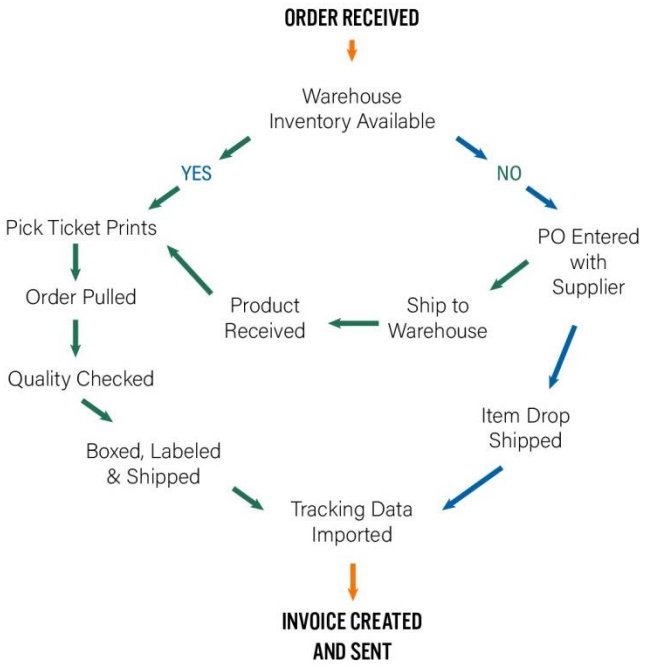
5.3 ORDER PROCESSING AND DISTRIBUTION

1. ORDERING PROCESS

Normal order processing procedures begin most often with a request for quote submitted either as a request on our website, emailed directly to a customer service representative, or via phone call. Existing customers will typically reach out directly to the customer service representative assigned to their account, or to their sales rep for larger, more complicated requests. Quotes are entered into our system by a CSR and are typically returned to the customer within 24 hours of the initial request.

The customer reviews the quote, communicating any necessary alterations, and once sure that their requirements are satisfied, replies with a Purchase Order, credit card number, or other authorization to order. The quote is then seamlessly converted to an order within our processing system, Prophet 21, and our staff verifies the details and then executes the order which either automatically allocates items in our warehouse stock or prompts a subsequent order directly to the manufacturer confirming the necessary ship dates and other requirements. Once the order has been placed, an order acknowledgement is sent to the point of contact that placed the order. Safeware staff will continually monitor status from the manufacturer to ensure the items meet or exceed delivery requirements. All order activity is monitored and controlled by our computer enterprise system. Any delays will be immediately brought to the attention of the customer.

The following diagram details the process once an order has been received through shipping and billing.



2. Order Formats

Safeware accepts orders via multiple formats such as email, telephone, ecommerce, fax and mail service. Customer orders can be placed directly on both company websites and transactions using EDI (850, 855, 856, 865, 810, 997 via ANSI X12) are also a capability. Our ecommerce and website capabilities will be detailed in a following section.

3. System

Both Safeware and Mallory utilize a single system platform which is an enterprise system called Prophet 21 by Epicor specifically designed for distribution. It is comprehensive and seamlessly integrates all aspects of the business process into one system for order processing, inventory management, shipping, purchasing, billing and accounting.

This system though built on current, well established software architecture, is mature and feature rich. This system is well suited to helping to keep performance standards and meeting delivery dates for both routine and urgent orders. Our warehouse automation system has full product traceability and automates much of the picking and shipping process ensuring accuracy and reducing the overall lead time.

4. Payment Terms

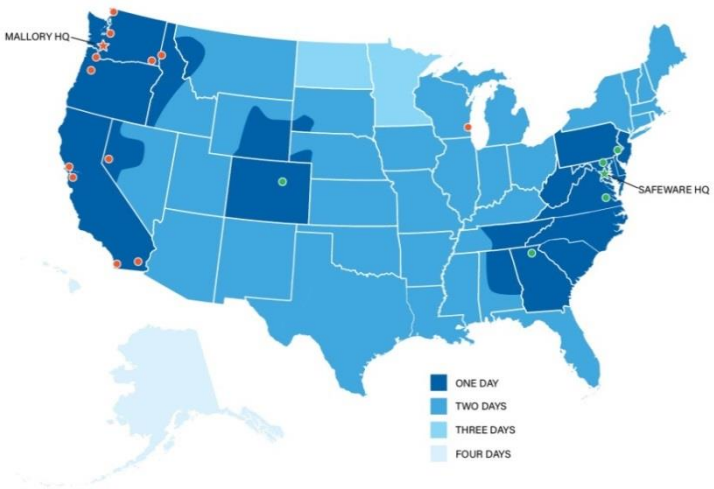
Safeware-Mallory's normal payment terms are Net 30. We do not offer any quick pay incentives at this time.

5. P-Card Ordering

Safeware-Mallory accepts p-cards and bank cards for all of our accepted formats of orders.

6. Nationwide Distribution

With 17 distribution facilities positioned around the country, Safeware-Mallory is well equipped to distribute products to public agencies nationwide. Our distribution facilities are positioned in such a way to offer prompt delivery to Public Agencies nationwide.



Public Agencies in the East fall within Safeware's sales territory so are primarily serviced by distribution centers on the East Coast and Colorado. Public Agencies in the West are under Mallory's jurisdiction and are serviced by their distribution network along the West Coast.

Utilizing major carriers, standard delivery times for stock items are generally 1-5 days from order to receipt. We match our carrier to provide the best service for the specific delivery requirement.

7. INVOLVED COMPANIES

Products sold by Safeware-Mallory are either sourced from our own distribution centers or when appropriate, directly from the manufacturer. No other 3rd party processing is anticipated, except from those companies involved in shipping. Safeware-Mallory utilizes the following carriers for actual shipping of products.

- UPS
- UPS Freight
- FedEx
- FedEx Freight
- FedEx Custom Critical
- DHL
- Pitt Ohio
- SAIA
- YRC
- Local LTL freight carriers

8. DISTRIBUTION FACILITIES

Safeware-Mallory has a combination of 18 locations. They are all sales locations, 17 are distribution and 17 are also technical service centers.

Company	Location	Size	Distribution	Service
Mallory	Fremont, CA	30,000	YES	YES
Mallory	Brawley, CA	5,000	YES	YES
Mallory	San Diego, CA	10,000	YES	YES
Safeware	Denver, CO	7,300	YES	YES
Safeware	Gainesville, GA	2,300	YES	YES
Mallory	Lewistion, ID	5,000	YES	YES
Safeware	Columbia, MD	33,800	YES	YES
Safeware	Lanham, MD	9,700	YES	NO
Mallory	Reno, NV	11,000	YES	YES
Mallory	Portland, OR	150,000	YES	YES
Mallory	Eugene, OR	14,000	YES	YES
Safeware	Philadelphia, PA	2,000	NO	YES
Safeware	Richmond, VA	1,200	YES	YES
Mallory	Bellingham, WA	7,000	YES	YES
Mallory	Seattle, WA	30,500	YES	YES
Mallory	Spokane, WA	5,000	YES	YES
Mallory	Longview, WA	32,000	YES	YES
Mallory	Waukesha, WI	15,000	YES	YES
	Total: 18	370,800	17	17

9. Customized Reports

Detailed reporting is a core capability enabling us to have processes to measure performance standards and metrics. Safeware-Mallory has the ability to offer customized reports detailing purchase history, procurement method or other focus categories depending on the needs of the requesting agency.

10. Ecommerce capabilities

Both Safeware and Mallory have websites with ecommerce capabilities. Any customer is able to register for an account on our respective websites which allows them to shop our extensive line of web items and add them directly to a shopping cart.

Ordering directly from our website is easy. Simply sign into the ecommerce portion of our website, or register for a new account, which can be completed within 1-business day. Under the shopping tab, customers can use links to browse item categories or search for a specific part number. Once the desired item is located, users simply click “Add to Cart” and the items are added to a Shopping Cart. Users have the option to continue shopping, or continue to checkout. The “Save Name Cart” feature allows a user to save a cart and return to it later. This feature is often used when building a cart for a specific PO that may take several days to complete. Simply save the card (and optionally give it a name), and the saved cart can be retrieved at a later date. Users love this feature as it means they can continually build a cart until they are ready to purchase, even if that requires multiple days. Users can also shop with multiple carts at once, allowing for quick orders to be placed while another cart is saved for a longer period of time.

The Checkout Wizard assists customers with a fast and easy checkout process starting by offering a selection of ship-to addresses already set up in our ERP system. Delivery method and billing information is selected, order is reviewed, and check out is completed. An order acknowledgment is immediately sent to the user upon checkout and another automated email sent upon item shipment with tracking information.

The My Account area of the site can be controlled per user to allow or disallow certain functionality. Controlled access for each web user gives visibility to statements, invoices, purchase history, etc. allowing us to meet each customer’s privacy needs. Upon placing and order, users will immediately receive an HTML formatted email containing their order details. Users can use this email to return to the site and check the status of their order.

There is also a feature for Multiple Account Access which allows a single username to have access to multiple account codes. Utilizing this technology, a single user, or purchasing agent, can access multiple customer accounts to place orders, view invoices, purchase history, pricing, etc. This feature is especially useful for Public Agency buyers who may purchase for multiple departments within their Agency, ex. a city Police Department, Fire Department, and Public Works.

A. Punch Out Sites

Safeware currently has the ability to connect via punch out with several procurement applications such as SAP Ariba, Coupa, SciQuest, Eqallevel, Oracle, SAP, and CommBuys and are actively seeking out new partnerships. We are in the process of implementing a new solution called PunchOut2Go which will allow us to integrate with any procurement system. PunchOut2Go supports thousands of integration points around the globe on upwards of 70 different procurement platforms such as the ones we already

connect with, as well as PeopleSoft and many others. The estimated date of completion for this project is June 2018.

We are also able to utilize direct API's with procurement agencies via EDI and have the ability to adapt to each agency's unique needs utilizing all of the major programming languages such as XML, cXML, OCI, etc. Our current website developers have implemented each of these using their proprietary system.

B. INTEGRATION

Safeware has successfully integrated with multiple public agencies' purchasing systems through the following providers. These integrations are initially supported through our Marketing department and automatic order integration into our system is monitored by Anne Petrenko, one of our Vice Presidents. Past and current integrations include:

Agency	Start Date	Punchout Company	Yearly Sales				
			2017	2016	2015	2014	2013
City of Raleigh	January 2013	Sciquest	$ 56,063	$ 36,660	$ 23,574	$ 64,123	$ 80,819
Cook County	January 2013	Equallevel	$ 25,730	$ 3,463,031	$ 3,638,967	$ 4,777,726	$ 4,747,815
Commonweath of Mas	January 2014	Commbuys	$ 657,325	$ 812,831	$ 35,180	$ 28,599	
State of Virginia	January 2014	Ariba	$ 436,502	$ 553,026	$ 299,665		
City of El Paso	January 2015	Equallevel	$ 156,805	$ 3,248	$ 7,892		
Milwaukee County	January 2016	Sciquest	$ 102,832	$ 20,781			

11. ABILITY TO DO BUSINESS WITH MWBE COMPANIES

Safeware has a long history of added value distribution to realize the goals of our customers in the area of small business participation. We have current small business partners who are certified Minority Owned, Woman Owned, and Veteran Owned businesses with whom we work on a regular basis in order to meet customers' MWBE participation goals.

A. SENSITIVE TO MWBE NEEDS

The challenge for small business participation in a nationwide contract is that every municipality has their own certification process and there is a consistent bias towards small local businesses. For example, a certified vendor in Cleveland most likely is not a certified vendor in New York.

Our strategy is to establish regional distribution under the contract. Regional dealers could sell Safeware-Mallory contract items at the contracted price as authorized and listed dealers on the contract. This would enable large urban customers to meet their requirements for participation and still utilize the contract, which has so many benefits in terms of cost and time savings. We believe that the margin that we would sacrifice would be offset by the opportunity in these large target areas. Certified dealers would be added to the contract.

B. DETAILS

Safeware has relationships with several certified businesses including the following:

Snappy Solutions	Woman Owned
B3 Enterprises	8a/SDB, 8a/SBA
First Choice Supply	Minority Owned
Ideal Electric	Woman Owned, Minority, Small Business

5.4 MARKETING & SALES

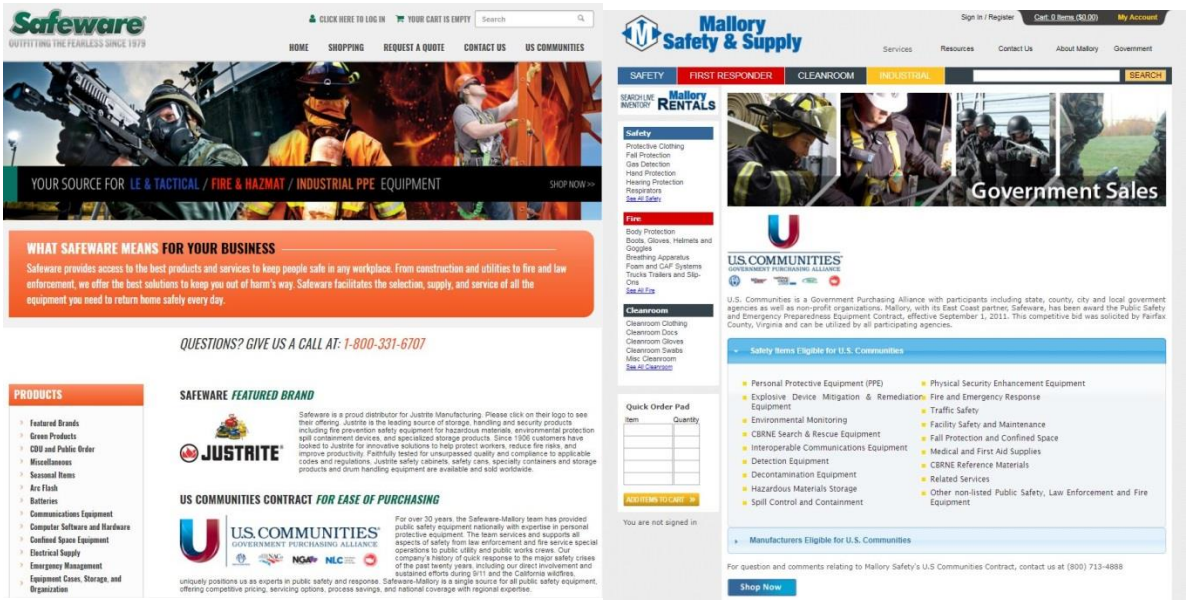
1. DETAILED SALES & MARKETING PLAN

As the current contract holder, Safeware-Mallory already has a solid framework for marketing our offering to eligible agencies nationwide. We currently utilize a combination of marketing efforts which include focus on our website, webinars, print material, emails, trade shows, and social media.

a. HOW WE MARKET

i. WEBSITES

Both Safeware and Mallory have dedicated U.S. Communities landing pages on their websites utilizing the U.S. Communities logo and promoting the ease of Purchasing that contract utilization allows. There is a Safeware-Mallory microsite where customers using the U.S. Communities website can easily access relevant contract information and be directed to the individual supplier sites. Customers are invited to create accounts on each respective page which allows them to access their pricing, review account history, and place orders with ease.



ii. WEBINARS

Webinars have proven to be a success for Safeware-Mallory by educating high level buyers on a particular market or public safety issue. By utilizing our knowledge as safety professionals to educate our customers, we build trust as a significant source of knowledge and the go to source for Public Safety items. Topics for past webinars include those on Emergency Preparedness, Effectiveness of Cooperative

Contracts, Outdoor Mass Communication, and LE Equipment for Civil Disturbances. Webinars are presented by Rick Bond, our VP of Sales and Marketing, and last about 30-45 minutes with a live Q&A with participants. Each session is recorded and posted to our page for public access.

iii. PRINT MATERIAL

All print material displays current USC contract information and the U.S. Communities logo. Everything from our linecards, catalogs, and business cards to tradeshow banners and give-away swag displays our contract number. See Appendix A for more examples of our marketing material.

iv. EMAIL

E-mail campaigns and content are run through a software program called HubSpot which allows us to easily send content such as new product offerings or seasonal sale items to all current and potential customers. The program allows us to analyze campaign data such as how many emails were sent as well as the open and clicked percentage. The emails all contain links to landing pages with more product information and often videos. Successful email blasts have included those on Fentanyl Detection, Confined Space Equipment, and Body Cameras. In addition, all employees display the U.S. Communities contract information in their email signature.

v. TRADE SHOWS

Trade Shows are an important part of our Marketing Strategy. Exhibiting at an average of 75 shows a year, our sales reps are constantly promoting the U.S. Communities contract to a wide array of customers in the Law Enforcement, Fire and Rescue, and Purchasing markets. Our booths are decorated with Safeware banners containing the USC logo and contract information, and all literature on the tables promotes the same.

vi. SOCIAL MEDIA

In order to promote our brand and connect with our customers in the ever changing age of technology, Safeware is active across multiple social media platforms such as Facebook, Twitter, LinkedIn, and YouTube. Our dedicated social media manager posts engaging content on at least one platform a day keeping customers updated on information such as the location of our reps at Trade Shows, showing off the newest gadgets to hit the market, or sharing an informative article.

We have also built an engaging YouTube channel that has been an extremely useful tool to share internally generated content on various campaigns including Body Cameras, Public Order, Inflatable Decontamination Shelters, Fire Protection, and more. Our videos allow our own knowledgeable staff and safety experts to demonstrate equipment for customers free of charge and are a great educational reference. Our channel 'About' page contains a brief description of our relationship with USC and the videos also contain a watermark with both the Safeware and USC logos.

b. MARKETING PLAN

The past seven years for Safeware has been all about growth with the contract. As can be expected with any new endeavor, our sales in the first year of the contract were not extraordinary but dedication to promoting the contract and persistence from our sales force caused our sales to exponentially increase every year of the contract. As our reps became more and more accustomed to selling the Master

Agreement, our sales increased and with that our ability to expand our marketing forces. Our Marketing Department alone has grown from one to five employees as the demands of our thriving business necessitated.

We also grow and adapt our strategies over time as the market continues to change. We created a new website in 2015 that gave customers the ability to shop online and 2018 will see the launch of an even newer website even better designed to serve our customers and employees. With the new site, we hope to increase online customer interactions, grow the number of online customer accounts, and ultimately, grow sales.

Social media is also a big part of the change we see in the industry today. One of the positions added to the Marketing team is dedicated to social media and increase of our brand awareness online. In addition to our new website, we will also be creating more blogs posts for our customers to learn about current trends in the industry and workplace as well as some of our most exciting products. Upcoming topics include *Municipal Firefighter Protective Equipment*, *Active Shooter Gear: The Ultimate Tactical Protective Equipment*, and *The Importance of Industrial Hygiene and Workers Health*.

Safeware-Mallory continues to promote our current contract by following all U.S. Communities required initiatives such as placing USC content in our email signatures, in our catalogs, on every flyer, and at every trade show we attend. With the new contract, we will continue to maintain open communication with USC Marketing though quarterly calls and ad hoc meetings to discuss new strategies for increasing traffic and awareness of the contract.

Some examples of past campaigns we will refresh for the new contract are listed below. We have found these actions to be successful for creating interest and generating leads.

- Advertisements in trade magazines and programs distributed to targeted customers at industry trade shows calling out U.S. Communities contract and eligible items available for purchase
- Multi-annual participation with U.S. Communities marketing team on targeted electronic campaigns
- Yearly participation with U.S. Communities marketing team at annual NIGP conference promoting specific contract and overall vehicle
- Multiple marketing materials displaying USC logo and detailed information about the vehicle
- Participation with various end-users events, fundraisers, raffles etc. to further promote company's offering of USC contract
- Co-branded giveaways, swag etc. of USC and Mallory or Safeware at industry end-user and purchasing trade shows.
- U.S. Communities branded trade show booths, signage, catalogs, line cards.
- USC is the only government contract promoted in marketing materials

i. Targeted Marketing Campaigns

We have enjoyed tremendous success utilizing HubSpot and targeting marketing campaigns where specific databases of public customers are emailed and leads are generated. Generated leads are forwarded to the appropriate sales team member for follow up and customers are quoted where appropriate. Customers are directed to campaign specific landing pages where traffic can be measured. Successful campaigns in the past two years include those for Active Shooter, Public Order/Civil Disturbance, and Zika Virus.

ii. CRM

Our new CRM, Pipedrive, will integrate with Hubspot, so that we will have a seamless flow between contacts, leads and sales prices, flowing back for better data capture of the measurable successes of our campaigns. This, the new enhanced website, and other marketing strategies outlined herein will continue to augment our sales team in creating a full experience for current and prospective customers in regards to the contract offering.

iii. Specialized Content

Our specialization in both government purchasing and specific end user technical disciplines enables us to appeal, alternatively, to the Police, Sherriff, Rescue Captain, or Buyer, with content that resonates with their specific mission. We maintain these specific databases, and focus our campaigns on personal content specific to their role.

c. Sales Plan

Our sales plan includes a combination of engagement of suppliers, end users, and internally within our own company.

i. Supplier Engagement

- Scheduled national educational presentations (in-person and online) about U.S. Communities to major suppliers

- Joint calls to end-users & purchasing decision makers to introduce as well as reinforce the contract vehicle's benefits over other purchasing options

- Joint participation and coordinated manufacturer/distributor campaigns at industry trade shows, exclusive invite only regional and national law enforcement and fire demonstrations highlighting U.S. Communities contract vehicle purchasing resource

- Joint sales calls and presentations with individual manufacturers promoting contract and specific product and/or service to end-user and/or purchaser

ii. End-User Engagement

- Regional Mallory hosted Lunch and Learns targeting specific end-user channels and corresponding purchasers in an educational format about relevant products and services combined with US Communities presentation by national sales manager and sometimes in partnership with USC program managers

- In-person demonstrations of products and trial evaluation programs

- 24/7 emergency response to public agencies for products and services in case of natural disasters and other emergencies

iii. Internal Company Engagement

- Ongoing education about U.S. Communities to existing as well as newly hired employees in all roles including outside and inside sales, customer service and upper management as company expands.

- Ongoing joint sales calls with territory managers

- Ongoing education and support by dedicated U.S. Communities Customer Service Manager exclusively for USC of newly hired customer service representatives to maintain and adhere to existing contract's pricing and guidelines

- Product specific call campaigns by dedicated inside sales force specifically trained in core competencies related to contract offerings including Law Enforcement, Homeland security, Fire, USAR, Security, and General Safety.

- Monthly company-wide sales meeting to cover:

    - Reporting on sales benchmarks towards monthly and yearly goals
    - Progress on existing goals/projects
    - Identifying upcoming opportunities
    - Evaluating on-going strategies
    - Introduction and product knowledge about new products, technology, services and any changes regarding existing supplier portfolio.
    - Reinforcement of U.S. Communities contract sales strategies
    - Troubleshooting any buying obstacles.

iv. U.S. Communities Engagement

- Participate in targeted electronic campaigns by providing content and creating special promotions

- Bi-annual host sponsorship for regional U.S. Communities generated supplier summits and national trade shows

- U.S. Communities logoed sales and marketing materials

- Attendance at annual U.S. Communities Annual Conference

- Only government purchasing co-operative vehicle promoted

- Follow up on U.S. Communities generated leads and close deals
- 100% compliance on contract since 2011 with annual increases
- Maintained dedicated US Communities contract manager for full length of contract

2. Transition to Master Agreement

Safeware currently attributes over 50% of our gross sales to the U.S. Communities contract. We will not need to transition customers from other contracts as we have already gained a proficiency in helping customers to understand the benefits of U.S. Communities versus other contract options. The current Master Agreement from U.S. Communities is the primary contract offering for Safeware-Mallory and we will continue to lead every sales call to Public Agencies with the USC contract.

3. Sales Goals

Our goal with the contract is to reach the 100 million dollar mark in 5 years. We believe that our track record of success in the contract makes this a very attainable goal.

CONTRACT YEAR	TARGET DOLLAR VOLUME
One	$55,000,000
Two	$66,000,000
Three	$80,000,000

5.5 NATIONAL STAFFING PLAN

1. NEW SUPPLIER CHECKLIST

The time estimated for devotion to this checklist is merely an estimate. We will devote as much time as necessary to complete these tasks as implementation of this contract is our highest priority.

New Supplier Implementation Checklist	Target Completion After Award / Key Personnel Assigned	Est. Time Devoted
1. First Conference Call	**One Week**	20 hrs
Initial Kick Off Call to Discuss Expectations	Ed Simons	
Set Contract Launch Date & Outline Kick Off Plan	Shawn Murray	
Establish Initial Contact People & Roles/Responsibilities	Rick Bond	
Supplier Log-In Credentials Established	Allison Windsor	
Set Agency Webinar Dates	Karla Hyatt	
2. Executed Legal Documents	**One Week**	8 hrs
U.S. Communities Admin Agreement	Rick Bond	
Lead Public Agency Agreement Signed		
3. Program Contact Requirements	**One Week**	15 hrs
Supplier Contacts Communicated to U.S. Communities Staff	Karla Hyatt, Daric Simons	
Dedicated Email	√	
Dedicated Toll Free Number	√	
4. Second Conference Call	**One Week**	15 hrs
Establish Sales Training Webinar Dates	Ed Simons	
Complete Supplier Set Up From	Shawn Murray	
Complete User Account and User ID Form	Rick Bond	
Identify Dates for Senior Management Meeting	Allison Windsor	
Review Contract Commitments	Karla Hyatt	
5. Marketing Kick Off Call	**Two Weeks**	15 hrs
Overview of Marketing Requirements	All Above	
Establish Timeline for Marketing Deliverables	Daric Simons	
Set Weekly Marketing Call	Stephanie Sarbacher	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	Ben Gilbert	
6. Initial NAM & Staffing Training Meetings	**Three Weeks**	15 hrs
Discuss Expectations, Roles & Responsibilities	Rick Bond, Karla Hyatt, Allison Windsor	
Introduce and Review Web-based Tools	Daric Simons	
Review Process & Expectations of Lead Referral Contact with NAM & Identified LRC		
7. Senior Management Meeting	**Four Weeks**	20 hrs
Implementation Process Progress Report	Ed Simons, Rick Bond, Darryl Halterman	
U.S. Communities & Vendor Organizational Overview	Tommy Nairn, Karla Hyatt	

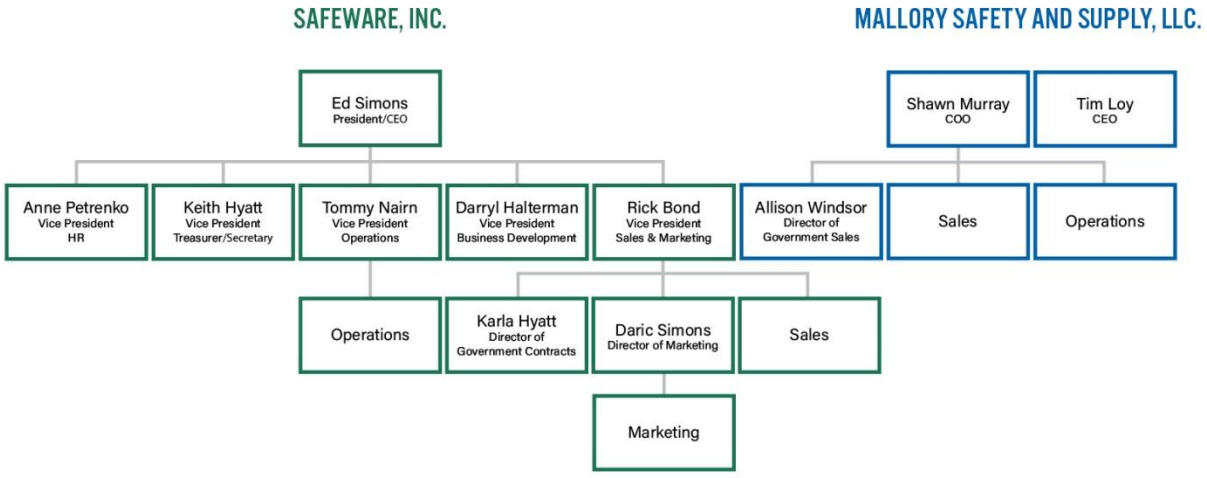
Supplier Manager to Review & Further Discuss Commitments	Shawn Murray, Allison Windsor	
8. Review Top Joint Target Opportunities	**Five Weeks**	20hrs
Top 10 Local Contracts	Rick Bond	
Review Top U.S. Communities PPA's	Allison Windsor	
9. Web Development	**Two/Five Weeks**	30 hrs
Initiate E-Commerce Conversation	Tommy Nairn	
Product Upload to U.S. Communities Site	Daric Simons	
10. Sales Training & Roll Out	Rick Bond & Allison Windsor	20 hrs
Program Manager Briefing - Coordinate with NAM	**Five Weeks**	
Initial Remote WebEx Training for All Sales - Coordinate with NAM	**Three Weeks**	
Initiate Contact with Advisory Board (AB) Members	**Six Weeks**	
Determine PM & Local Metro Teams Strategy Sessions	**Six Weeks**	
11. Marketing - see Marketing Deliverables Checklist as Reviewed With Marketing Contact	**Eight Weeks** Rick Bond, Allison Windsor, Daric Simons	20 hrs
12. Agency Webinars	**Post Launch -** Rick Bond & Allison Windsor	20 hrs

2. KEY PERSONNEL

Please note that we will allocate as much time as required to complete the necessary tasks. We are 100% committed to U.S. Communities contract management and our personnel will commit the necessary time to complete their tasks.

Role	Description of Role	Person Responsible	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.	Rick Bond Allison Windsor	100
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.	Rick Bond Allison Windsor	100
Lead Referral Manager	Responsible for distributing leads generated through the USC website.	Stephanie Sarbacher	20
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.	Daric Simons	25
IT Lead	Responsible for building USC landing page for supplier.	Ben Gilbert	25
Reporting Lead	Responsible for providing monthly reports to USC.	Karla Hyatt	5

3. ORGANIZATIONAL CHART



4. PERSONNEL BIOS

NATIONAL ACCOUNTS MANAGERS

Rick Bond, Safeware, Inc.
Vice President of Sales and Marketing

Rick Bond, Vice President of Sales and Marketing for Safeware will serve as our National Accounts Manager. Rick not only has many years of experience in the industry but has filled many roles over the years which contribute to his vast knowledge. Rick worked for Safeware for 13 years during which time he headed up the government sales division and served as Vice President of Operations. Upon leaving Safeware in 2005, he started his own manufacturer rep firm, Response Sales, and then moved on to work as a Government Account Manager working with customers on the U.S. Communities contract with the prior contract holder, Hagemeyer. Rick rejoined Safeware in 2011 as a Senior Territory Manger and most recently, was promoted to Vice President of Sales and Marketing.

Rick's return brought with him prior contract experience which he was able to use to help train the sales team, leading them by example before assuming his current role as VP. Rick currently works with Program Managers in 38 states in support of the U.S. Communities contract and also with U.S. Communities management personnel on key sales, marketing, and contract alignment issues.

Career Highlights:

- Oversaw the Safeware response to the 9/11 emergencies. Worked the command center and personally led the Safeware team as Incident Commander, sourced emergency products, chartered and supervised emergency deliveries, coordinated emergency logistics at emergency sites. Rick was directly responsible for the acquisition of necessary respiratory supplies, among other equipment, from every major manufacturer of respirators to ground zero in New York, and worked closely with the Mayor's office and DCAS. Rick also ran the EOC for the Pentagon emergency, assisting Arlington County, Fairfax County USAR, and other key federal contacts onsite at the Pentagon. Rick coordinated major DOJ purchases at the Pentagon with every large chemical protective apparel dealer in the US and the DOJ contracting office to insure a timely delivery of emergency goods. Oversaw Pentagon response that included the only delivery vehicle authorized at the emergency site.
- Ran command of the Safeware response to Hurricane Katrina, supporting responders in Louisiana and Mississippi. Established emergency logistical point in Columbus, MS where goods could be shipped for cross docking and established ground interface in the affected areas based on a fleet of vehicles that could be fueled in Columbus and return empty after delivery. Oversaw millions of dollars of emergency sales and logistics for State, Local, and Federal agencies.
- Rick has been working the U.S. Communities contract for Public Safety and Emergency Preparedness since 2009 and has served as National Account Manager since 2016.
- Presented to the National Governors Association Homeland Security Advisory Council in 2015, speaking to the benefits of the contract and cooperative purchasing for State Homeland Security Spending.
- Over 20 years of leadership experience

- Over 25 years of public safety and safety industry experience
- Has conducted nationwide webinars for U.S. Communities customers on various topics relevant to government procurement.
- Has personal government and public safety sales experience in almost every state in the continental US.

When the contract is awarded, Rick will provide support in energizing the sales team to carry the recompeted contract into the market, establishing bridges to key contract customers, announcing the new contract, and using the opportunity to provide focus on the Safeware contract with key public agencies, U.S. Communities marketing, USC Program Managers and Safeware sales, marketing and executive personnel.

Allison Windsor, Mallory Safety & Supply, LLC.
Director of Government Sales

Allison Windsor brings with her over 20 years of sales and marketing experience having formerly held the position of Executive Vice President for a sales and marketing agency. The agency specialized in fundraising for non-profit organizations raising over $10M for such clients as City of Hope, American Diabetes Association, and various agencies aiding abused children.

Allison's introduction to the safety industry was at SafetyMate in 2006 where she introduced an innovative first aid product and established a new product category to the industrial safety and juvenile channels. She then began work at the prior U.S. Communities contract holder Hagemeyer in 2009 where she was responsible for developing a new territory focused on government safety sales in Southern California. She was tasked exclusively with promoting the U.S. Communities co-operative purchasing contract so she bring many years of experience to the role of National Accounts Manager. Allison continues her work with U.S. Communities by currently overseeing the government sales division for Mallory Safety and Supply as Director of Government Sales. September 2018 will mark for her nine consecutive years exclusively selling and training on the U.S Communities contract.

In her spare time, Allison enjoys giving back to veteran organizations including Wounded Warriors, the USO, Purple Heart Legion, WWII veterans and other military and service related organizations by providing cheerful and morale boosting entertainment via her WWII big band act, The Satin Dollz, which she created in 2005.

FULL TIME USC ACCOUNT MANAGEMENT PERSONNEL

Because of their roles in the company, the following personnel will be considered responsible full-time for USC Account Management.

SAFEWARE

Peter Van Kirk, *Director of Government Security Solutions*
Peter's professional career has spanned over 30 years with his primary focus on the planning, design, and execution of complex IT, physical security, healthcare, and government security & process improvement projects. His government contract knowledge has empowered all parties (government stakeholders, partner community, and government procurement experts) to quickly reach contractual agreement while implementing a vast array of technologies. He is a past expert speaker at the annual

forum of the National Institute of Governmental Purchasing (NIGP), and has presented on contracting at the American Association of Port Authorities (AAPA-Information Technology Committee), ASIS regional seminars, and Airport Council International (ACI). Mr. Van Kirk has served on the State of Florida's CIO round table discussions and as a government contract expert, he has implemented many high visibility security projects such as security at Super Bowls, Major League Baseball's-All Star Games, Pan American Games, and some of the largest International Airports & Seaports. Many of the security projects implemented were "classified" while being performed under the U.S. Communities contract.

Peter is currently the Director of Government Security Solutions at Safeware, Inc. where he has spend the last five years spearheading Safeware's Physical Security division throughout the US and the Caribbean. He is also responsible for all contracting duties related to a multi-billion dollar program focused on automated vehicle insurance compliance. Prior to joining Safeware Inc., Peter held positions with Xerox Corp., GE Healthcare(Marquette Medical), and more recently he supported government IT integrators GTSI (aka Unicom) & Insight Public Sector. His contract approach focuses on multiple goals such as meeting restricted timeframes, keeping sensitive security information secure, organizing teams with vast experience, fostering agency impute, supporting small and local business participation, eliminating change orders/contract modifications, all while ensuring the lowest government contract price.

Kristine Wallace, *Government Account Manager*
Kristine Wallace is a native Washingtonian, having grown up in Northern Virginia which established deep roots in the region. She joined the Safeware team in October 2016 bringing a love and knowledge of the region she was to cover. She brings over 20 years of professional sales experience from highly very competitive markets. Her dedication to excellent customer service, establishing strong relationships, and understanding customer needs has been the key to her continued success as a top performer throughout her career. She has extensive knowledge of government contracts and has over 13 years of experience working in distribution. She has a diversified background having worked with Fortune 500 companies as well as small to medium sized businesses. Her experience managing and leading others and working with Public Safety agencies is what contributes to her continued success in this industry. She has been there to support many agencies during several emergency responses such as the Baltimore Riots, Hurricane Sandy, and more.

She once managed, trained, and led over 100 sales reps and developed a Public Safety Program that resulted in tremendous success for her organization. She has worked with Federal, State and Local agencies and brings a strong understanding of government contracts. She's knowledgeable in multiple cooperative contracts, she has won multiple awards, and has gone through extensive leadership training. She also brings a very diverse background in her experience with procurement, end users, and high level decision makers.

Edward Arthur, QSSP, *Senior Government Account Manager*
Certified as a Qualified Safety Sales Professional, Edward Arthur has 14 years of experience in the Industry. He is responsible for educating, acquiring and growing new State and Local Agencies by utilizing our U.S. Communities contract
States Covered: Iowa, Nebraska, Kansas and Missouri.
Additional Territory: City of Houston, Northern Virginia, and Tidewater, VA

Dane Jeurissen, *Territory Sales Manager*
Dane is one of our newer sales reps with just over a year's experience in the safety industry, but his background in sales and dedication to the job makes him a great asset. Responsible for assisting agencies in maximizing spend and helping with efficiently and responsibly spending tax payer dollars. All the while making sure that first responders and others get the gear that they need to protect themselves and return to their families at the end of their shift.
States Covered: Texas, Arkansas

John McLoughlin, *Customer Service Representative, Government Sales*
Years at Company: 6
Years in Industry: 23
John spent 17 years were Hagemeyer/Vallen Safety, where he was contract administrator and CSR for various contracts including Nuclear Utilities Supplies, Prime Vendor, GSA, and USC. He has five years' experience with USC prior to his time at Safeware.
Customers Located in: Fairfax Co VA, Alexandria VA, Arlington VA,
States: MI, WI, IL, MN, IN, OH, NY

Karla A. Hyatt, *Director of Government Contracts*
Years at Company: 3
Karla oversees contract administration for GSA, USC, and all Federal bids/solicitations. She is serving as the lead for organization of this proposal, and will remain active in ensuring company-wide compliance with the contract.

Daric Simons, *Marketing Director*
Years at Company: 4
Daric is responsible for developing and implementing all marketing campgains at Safeware such as the creation of all marketing materials, implementing the new website, and implementation of all USC marketing initiatives. He works closely with the USC marketing team, attends quarterly reviews, and will head up implementation of all new marketing content for the new contract. He has been and will continue to serve in the role of Marketing Lead of the contract.

Stephanie Sarbacher, *Marketing Assistant*
Years at Company: 7
Stephanie is an integral part of our Marketing Department and the only member who has been at the company since the beginning of our USC Contract. She is responsible for supporting sales reps as the trade show coordinator, creating print materials, and assists with marketing campaigns. She works with the USC marketing team in creating email campaigns, webinars, and website maintenance. Stephanie will be heavily involved in the new contract as the Lead Referral Manager, responsible for distributing leads to sales reps from the website as well as with the creation of materials to announce the new contract.

Benjamin Gilbert, *Marketing Assistant*
Years at Company: 4
Ben is responsible for website administration, ecommerce, and serves as the Data Admin. He helps with the design and implementation of USC branded links on our website and with the Safeware-Mallory microsite on the USC website. He is in charge of management, creation, and maintenance of punchouts/EDI transactions. With the new contract, he will serve as the IT Lead responsible for building maintaining the USC landing page for supplier.

Steven Thomas, *Social Media Manager*
Years at Company: 1
Steven has recently joined the team in a new role dedicated to a growing area of our Marketing Department. He is responsibilities include website administration, managing all social media accounts, and creating videos and promoting content. He works with the rest of our Marketing team in conjunction with USC to push content to our customers as campaigns move.

MALLORY

Roger Dominguez, *U.S. Communities Territory Manager*
Roger currently manages the southwestern United States for Mallory's U.S. Communities contract, consistently growing sales and awareness of this resource with municipalities in a number of states. Leveraging his law enforcement background from prior work experience as a federal U.S. Air Marshal as well as working for US Department of Treasury U.S. Customs, Roger combines his knowledge for government equipment and services requirements with prior experience at Hagemeyer having managed the state of Texas for the same contract.

Debbie Sanchez, *U.S. Communities Lead Government Customer Service Manager*
Debbie brings 43 years of expertise to the Mallory team solely in the safety industry providing an extensive knowledge base and skillset for generating complex proposals, billing, order processing/follow through and direct customer relations and resolutions. Job responsibilities have included AR/AP and collections, managing as a customer service specialist with critical and high profile contracts for Douglas Aircraft/Boeing on their JIT and Arco Marine contracts. Prior to working for Mallory, Debbie partnered with Hagemeyer's outside government sales team to provide quotes, process and manage customer orders and oversee contract pricing compliance on U.S. Communities. Debbie is a critical member to Safeware-Mallory's U.S. Communities team due to her invaluable work experience in government and safety combined with her strict attention to detail and diplomatic demeanor.

KEY EXECUTIVE PERSONNEL BIOS
SAFEWARE

Name	**Edward A Simons**
Current Title	*President, CEO*
Years At Company	39
Role In Company	Executive Leadership
Current USC Role	Supports contract through attendance at quarterly supplier review meetings, summits, annual USC Conferences, NIGP conference, regional purchasing shows, etc. Involved in continuing improvements of Safeware processes through regular strategy meetings with Mallory, as well as USC program managers.

Name	**Mary Anne Petrenko**
Current Title	*Vice President – Human Resources*
Years At Company	38
Role In Company	As Safeware's first employee, Anne's roles have included accounting, purchasing, customer service, sales management, and human resources. Her involvement in all of those departments has given her a broad range of knowledge about the Company and the Industry.
Current USC Role	Has been involved with USC from the beginning of the contract. Duties include documentation of USC customer registration, USC Reporting, USC pricing audits.

Name	**Thomas Nairn**
Current Title	*Vice President – Operations*
Years At Company	15
Role In Company	Oversee all operations and locations within Safeware including Customer Service, Purchasing, Distribution, Technical Services and IT
Current USC Role	7 years' experience being heavily involved with the day to day completion of U.S. Community transactions across the various order fulfillment departments

Name	**Keith E. Hyatt**
Current Title	*Vice President – Treasurer/Secretary*
Years At Company	19
Role In Company	Responsible for all accounting and finance functions, including banking and insurance relationships, taxes and licenses.
Current USC Role	Have been responsible for the monthly USC reporting and rebate payment since winning the contract in 2011.

Name	**Darryl O. Halterman**
Current Title	*Vice President, Business Development*
Years At Company	23
Role In Company	Darryl builds and manages national accounts, incorporating supply chain management philosophies and efficiency concepts. Develops short and long term strategic plans for customers' maintenance repair and operation equipment needs. Structures and negotiated pricing, volume discounts and rebate structures with customer and manufacturers. Manages inside and outside salespeople throughout sales cycle, strategy implementation and account management. Creates and implements Customer Service Level standards to ensure maximum national contract satisfaction. Consults client management on OSHA regulations and developed solutions for compliance.
Current USC Role	Personally manages U.S. Communities customers' requirements in South FL, PA, and NJ. Responsible for largest single order for equipment under the current USC contract (City of Philadelphia SCBA's). Manages USC contract for Miami-Dade County, one of the largest and broadest users of Safeware's current USC contract. Assists other salespeople within Safeware with large USC customer requirements, helping convey and quantify value, and implement new programs

MALLORY

Tim Loy, *President, CEO of Mallory*

Tim spent summers growing up working for Mallory and for his father and mentor, Avery Loy, and has brought new energy and ideas to the company since rejoining Mallory full-time in 1999. Tim got a business degree from the University of Washington, and a JD/MBA from Duke University, and also spent a few years working as a corporate associate for O'Melveny and Myers law firm in Los Angeles, doing mergers and acquisitions and other corporate work. He has put that training to use in helping Mallory acquire and merge with nine other businesses in the rapidly changing distribution environment. Tim is responsible for the strategic initiatives that have broadened the company's capabilities into adjacent markets, such as training, cleanroom, industrial, and contractor supplies so that Mallory can provide customers with broader solutions while retaining expertise in each area. Tim enjoys playing and coaching soccer and basketball and spending time at his home in Portland with his wife and two kids.

Shawn Murray, *Chief Operating Officer of Mallory*

Shawn served as President of Safety and Supply Company for eleven years before merging with Mallory to form Mallory Safety and Supply. As a third-generation owner, Shawn has been in the industry for over 30 years. In his role as President he expanded Safety and Supply into new markets and services including HSE staff augmentation, Turnaround and Shutdown Services and the manufacturing of high visibility apparel. Shawn leads Mallory Safety and Supply USC efforts including strategic planning, supplier relations, reporting and system support.

Shawn attended Eastern Washington University and spent some time outside of the family business working for Wilson Tool in Southern California, a turret punch press CNC tool and die company. Shawn lives in Snoqualmie, Washington with his wife and two girls, enjoys playing basketball and is an avid golfer. Shawn is a member in Excell, a CEO peer group, and spent 8 years on the Board of SMG, a member owned buying and marketing cooperative.

5.6 PRODUCTS, SERVICES AND SOLUTIONS

1. DESCRIPTION OF OFFERED PRODUCTS

Safeware-Mallory presents an offering meeting the requirements in each of the 31 General Product Categories listed in Section 3 of the RFP. We have relationships with suppliers meeting the requirements in every category, and will make an effort to make new relationships and customer needs dictate. Please see section Section 1.2 B of this proposal for a listing of the available vendors for each category.

Over 95% of the suppliers in this proposal are shared by Safeware and Mallory. For the 5% of suppliers unique to either Safeware or Mallory due to either supplier territory restrictions or line differences we will utilize the other company to source the required material. For example, Mallory buys reusable Level A garments from St. Gobain while Safeware carries Trelleborg. If a Participating Public Agency customer on the West coast requests a Trelleborg suit, Mallory sources the item through Safeware at no additional cost to the customer.

2. TRAINING AND EDUCATIONAL PROGRAMS

TRAINING

Safeware-Mallory provides many added value services on contract. We offer training in the following categories:

- Drug Enforcement
- Active Aggressor
- Drone
- Rope Rescue
- Hazardous Chemical
- Public Order Strategy

Offered Classes include:

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Own OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Competent Person
- Fire Prevention & Fire Extinguishers
- First Aid CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse)
- Forklift Train the Trainer
- Hand & Portable Power Tools
- Hazard Communication/Right to Know
- Hazard Identification

- Hazardous Materials Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Team (initial and refresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Waste Management (initial and refresher)
- Hearing Conservation
- High Voltage Electrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockout/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest
- Law Enforcement Public Order Command Foundation Course
- Machine Guarding
- Material Handling
- Mobile Cranes & Rigging
- NFPA70E
- OSHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General Industry
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment
- Power Tool Safety
- PPE Hazard Assessments
- Respirator Fit-Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs
- Scaffold User
- Scaffold Competent Person
- Slinging and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Competent Person
- Work Zone Safety Supervisor

ENSA NORTH AMERICA

Safeware-Mallory has an ISO Certified work at height training division, ENSA North America. ENSA provides work-at-height safety positioning and rescue training, support and rigging services, confined space NFPA 70E and OSHA 10 and 30 hour courses to a variety of customers in Wind Power, Telecom, Fire, Utilities, Energy, Bridges, Solar, Suspended Platforms and Dams. With 10 training facilities located throughout the US, ENSA can facilitate training in any region of the country. Additionally, we have two mobile training towers which allow us to do on-site training for those customers who cannot travel. This is not standard compliance training, but rather a hands-on training where students are able to practice a variety skills in a practical training environment.

ON-SITE TRAINING SERVICES

We also offer many services that require on-site training or testing to insure proper use of equipment for end users. These services can be found on our Technical Service Price List, included in our Cost Proposal. Such services include:

- Respirator Fit testing
- Product training/operation
- Donning/doffing PPE
- Fitting helmets
- Fitting PPE
- Fitting uniforms, boots
- Confined Space entry training
- Sign surveys
- Eyewash surveys
- OSHA compliance surveys

EDUCATION

As safety professionals, we aim to educate our customers on current public safety issues. We have pursued several opportunities to provide education to our customers including seminars, a YouTube channel, Lunch & Learns, Webinars, and in-person product demonstrations and product trials.

- **Seminars** – Our most recent educational endeavor has been to organize seminars with top level officials on the dangers of Fentanyl. Please see Appendix A for example of flyer.
- **Video Content –** We have also begun to develop a video library located on our YouTube channel for on demand value added training.
- **Lunch & Learns –** Regional Mallory hosted *Lunch and Learns* target specific end-user channels and corresponding purchasers in an educational format about relevant products and services combined with U.S. Communities presentation by National Sales Manager and occasionally in partnership with USC Program Managers. Please see Appendix A for example.
- **Sales Calls –** We offer in-person demonstration of product and often leave customers with trial products to let them evaluate instruments before purchase
- **Webinars –** Our webinars are a great resource for the latest information on current public safety topics

3. CONSULTING SERVICES

Included in our scope of work are several areas in which we offer consulting services. Our team employs and contracts with many subject matter experts that offer consulting services alongside product sales. Our reps advise customers on proper equipment needed for specific situations. Examples of this include our offering of public order gear in which we have been pioneer change in the industry over. In the absence of viable US manufactured equipment, Safeware-Mallory has sourced products from Great Britain that will better protect officers in riot situations. Along with the product is the need for training, which is offered on contract from a company called Survival Edge Tactical Systems. We have partnered with their founder, Geoff Perin, to provide public order gear education on our YouTube channel.

For projects that require complex solutions, our sales reps will consult with the end user to jointly determine the best solution. An example of this is with our highly sensitive Government Security Solutions that require multiple technical vendors and a multitude of deployment options.

SAFETY MANAGEMENT SERVICES

Safeware-Mallory' Safety Management Services division specializes in providing degreed safety professionals in a variety of disciplines including but not limited to Safety, Industrial Hygiene, Health Physics, Construction Management and First Aid for either short or long-term engagements. In addition, our 45 staffed professionals can perform third party safety audits, expert witness, job hazard analysis, accident investigation and safety and health plan reviews.

VENDING

Our vending program is an excellent solution for inventory management and eliminates the need for a consultant to do the work of inventory analysis. Unlike some other vending based inventory management solutions, Safeware-Mallory uses modern web technologies to provide real-time access to data. Our vending solution eliminates the need for on board hard drives and pushes the software to the cloud allowing for lower overall costs, higher up times and less maintenance. The lower cost allows us to deploy vending for FREE to our customers in exchange for a marginal buying commitment.

4. DELIVERY TIME

Standard delivery times for stock items are generally one to two days from order to receipt. Some remote areas of the country may take 3-5 days depending on carrier capabilities. Full expedited delivery options are available including next day, two day and courier. Safeware-Mallory offers paid freight for all orders using normal shipping methods including: UPS® Ground, FedEx® Ground and Economy LTL freight carrier.

Many public safety customers will request items that have a stated lead time of up to 180 days. For example, bomb robots and armored vehicles are built to order and take months to deliver. All delivery information is communicated prior to purchase and customers are advised of the delivery status of their purchases. Many items, such as rope and gas masks are delivered within a couple of days of order and others such as our stock cones and safety PPE ship day-of order and are delivered within 3 days, as noted above.

Expedited services including next day, two-day, inside delivery, and courier services will be billed to the ordering agency as well as Hazardous Material Fees.

Urgent requirements can arise from a multitude of reasons. From a stock-out to a large incident, the emergency need can be for one person or hundreds. Our culture and organizational structure thrives on fulfilling the urgent need of our customers. When a customer has identified an urgent or emergency need, Safeware customer service will respond quickly to assess the need and source the required product. Response will be within 24 hours or less and shipping for urgent orders 72 hours or less and emergency orders 24 hours or less. Safeware will utilize its logistic and delivery contracts to ensure on-time delivery.

5. BACKORDER POLICY

Safeware-Mallory's backorder policy consists of notifying the Public Agency buyer of the unforeseen backorder and providing options to cancel, substitute or accept the stated lead time. The decision for action is entirely up to the Agency buyer. The order will not be canceled unless the buyer instructs us to do so.

6. RESTOCKING FEES/RETURN PROCEDURES

Safeware-Mallory extends U.S. Communities a liberal return policy allowing Public Agencies the flexibility to return stock material up to 6 months from date of shipment without cost or penalty. A full refund will be provided to the Public Agency upon receipt of returned product in sellable condition. Returns meeting any of the following conditions will be deemed acceptable:

- Incorrect product shipped
- Product damaged in shipment
- Product arrived with concealed shipping damages
- Product was recalled
- Product over shipment

Custom product in design or modification, as well as dated product, may not be returned but every effort will be made to work with the manufacturer to accommodate the Public Agency.

Safeware-Mallory customer service will provide disposition instructions to the customer within 15 days of notification of receipt of discrepant goods including a RMA (Return Material Authorization) number.

5.7 ENVIRONMENTAL

1. ENVIRONMENTAL POLICIES

Sustainability Mission Statement:

Safeware-Mallory cares about the environment and does business in a way to promote sustainability by reducing our carbon footprint and greenhouse gasses.

The following policies reflect our commitment to personal, global, and social responsibility:

- Maximize electronic and paperless communication
- Electronic ordering and billing
- Use teleconferencing and web presentations
- Use of VMI, consignment and aggregate deliveries to reduce fuel consumption
- Minimize square footage required at each location
- Encourage telecommuting when feasible
- Emphasize efficiency in all areas
- Reduce air travel as much as possible
- Reuse boxes in all warehouses
- Purchase and choose post-consumer waste recycled paper for all printing, reports, catalogs, and flyers

- Make recycling part of the company culture with convenient recycling bins for paper, cans, and bottles
- Choose American Made products that do not have to travel as far to reach the end consumer

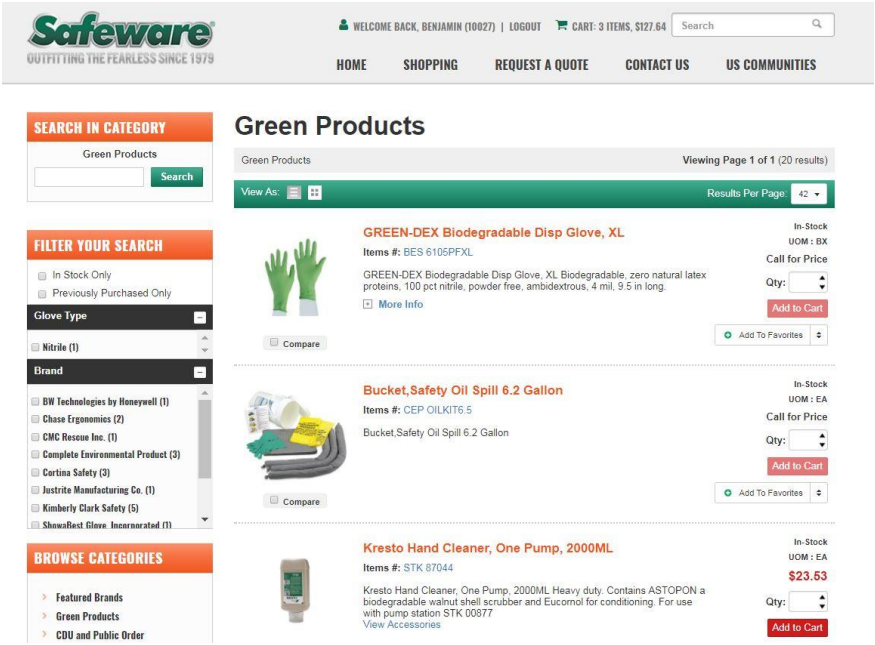
Our strategy, as evident in our policies, aims to reduce waste and carbon footprint in all aspects of our business.

Specific investments include conversion from gas powered vehicles to higher efficiency diesel, recycle all paper waste generated, recycle aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders and replace all lighting to high efficiency ballasts.

Our director of operations is responsible for implementing and enforcing our green initiatives.

2. Environmental Labeling

Safeware offers a range of eco-friendly products that are found on our website in the “Green Products” category. Users can sort through Green Products by browsing or using filters to quickly find the relevant items.



3. Third Party Certifications

Though none of our products specifically have any third-party environmental certifications, a number our products are classified as “green” or environmentally friendly.

- ShowaBest Biodegradable gloves
- Rayovac and Duracell rechargeable batteries
- LED flashlight
- Moldex non-PVC plugs
- Cotton and Polyknit glove recycle programs

- Presoaked chemical wipes
- All-Natural oil-sorbent products
- Simple Green
- Environmentally safe firefighting foam
- GASCO – Eco-friendly bottles

4. RECYCLING SERVICES

Safeware-Mallory has a focus on recycling programs and utilizes green initiatives whenever possible. We aim to reduce waste and our carbon footprint in all aspects of our business. Specific investments include conversion from gas powered vehicles to higher efficiency diesel or electric, recycle all paper waste generated, recycle aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders and replace all lighting to high efficiency ballasts with motion sensors. We utilize recycled products for shipping such as cardboard and fillers whenever possible and look to partner with suppliers that use green products.

Safeware also accepts used batteries, cylinders and various scrap products at no charge from customers to assist in the recycling of these products.

5. ENVIRONMENTAL OFFERING

While Safeware-Mallory is dedicated to offering our customers environmentally preferable products wherever available, we have found that this particular industry lacks manufacturers with the same focus. Less than 1% of our suppliers offer environmentally preferable products. Due to the nature of products in the industry, product is often manufactured with the highest level of material to ensure safety rather than using recycled material that may not offer the same quality. End users are willing to pay for the product as is because they prioritize safety of the product over environmentally preferable product. We have contacted large manufacturers such as Dupont, 3M, and Honeywell, none of which have a significant offering of green designated product. We are continually revisiting this issue and will offer environmentally preferred product when our manufacturers do the same.

5.8 ADDITIONAL INFORMATION

We feel that is proposal is comprehensive in nature and accurately reflects the added benefits Safeware-Mallory has to offer. Our service offerings, vending solutions, consulting services, training to reduce injury and increase knowledge are some of the few benefits we have to offer that have been previously discussed.

Some of the many added value services we have to offer include:

- Respiratory repair and annual testing
- Respiratory fit testing
- Detection calibration
- Detection repair
- Suit testing
- Hose testing
- PPE cleaning
- Compressor repair and testing
- Breathing air testing

APPENDIX A

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of 3-8-18, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and SAFEWARE, INC ("Supplier").

RECITALS

WHEREAS, FAIRFAX CO. ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of PUBLIC SAFETY & EMERGENCY PREPAREDNESS EQUIP (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation,

APPENDIX A

Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of 3-8-18 and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

APPENDIX A

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

APPENDIX A

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall

communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the

unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S.

Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

(i) Supplier's Product Number
(ii) Product Description
(iii) Manufacturer Name
(iv) Manufacturer Number
(v) Unit of Measure
(vi) U.S. Communities Price
(vii) Number of times ordered
(viii) Units sold
(ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a

material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities
9711 Washingtonian Blvd. Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier:

SAFEWARE, INC
4403 FORBES, BLVD
LANHAM, MD 20706

Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

APPENDIX A

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: Kevin Juhring

Title: President

Supplier:

SAFEWARE, INC

By Karla A Hyatt

Name: KARLA A HYATT

Title: ~~VICE~~ DIRECTOR OF GOVT CONTRACTS

APPENDIX D

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The offeror:

☑ is a corporation or other business entity with the following SCC identification number: F109145-5 **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

APPENDIX D

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia ☑ Yes ☐ No; Fairfax County ☐ Yes ☑ No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Emergency preparedness equipment and Public Safety

% of work unknown at this time

Kayla A Hyatt
Signature

3-8-18
Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

APPENDIX D

Certification Regarding Ethics in Public Contracting

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☑ 1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐ 2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

_____

_____

_____

Description of the consideration received in exchange and its value:

_____

_____

_____

Printed Name of Bidder/Offeror Representative: MARY ANNE PETRENKO

Signature/Date: Mary Anne Petrenko 12-12-2018

Company Name: SAFEWARE INC

Company Address: 4403 FORBES BLVD

City/State/Zip: LANHAM MD 20706

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

APPENDIX D

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.

2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: MARY ANNE PETRENKO

Signature/Date: Mary Anne Petrenko / 2/12/2018

Company Name: SAFEWARE INC

Address: 4403 FORBES BLVD

City/State/Zip: LANHAM MD 20706

SSN or TIN No: 52-1152883

APPENDIX D

Sample Listing Of Local Public Bodies

REFERENCE PARAGRAPH 13 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to:

✓	Alexandria Public Schools, VA	✓	Manassas Park, Virginia
✓	Alexandria Sanitation Authority	✓	Maryland-National Capital Park & Planning Commission
✓	Alexandria, Virginia	✓	Maryland Transit Administration
✓	Arlington County, Virginia	✓	Metropolitan Washington Airports Authority
✓	Arlington Public Schools, Virginia	✓	Metropolitan Washington Council of Governments
✓	Bladensburg, Maryland	✓	Montgomery College
✓	Bowie, Maryland	✓	Montgomery County, Maryland
✓	Charles County Public Schools, MD	✓	Montgomery County Public Schools
✓	College Park, Maryland	✓	Northern Virginia Community College
✓	Culpeper County, Virginia	✓	Omni Ride
✓	District of Columbia	✓	Potomac & Rappahannock Trans. Commission
✓	District of Columbia Courts	✓	Prince George's County, Maryland
✓	District of Columbia Public Schools	✓	Prince George's County Public Schools
✓	DC Water and Sewer Authority	✓	Prince William County, Virginia
✓	Fairfax County Water Authority	✓	Prince William County Public Schools, VA
✓	Fairfax, Virginia (City)	✓	Prince William County Service Authority
✓	Falls Church, Virginia	✓	Rockville, Maryland
✓	Fauquier County Government and Schools, Virginia	✓	Spotsylvania County Schools, Virginia
✓	Frederick, Maryland	✓	Stafford County, Virginia
✓	Frederick County Maryland	✓	Takoma Park, Maryland
✓	Gaithersburg, Maryland	✓	Upper Occoquan Sewage Authority
✓	Greenbelt, Maryland	✓	Vienna, Virginia
✓	Herndon, Virginia	✓	Virginia Railway Express
✓	Leesburg, Virginia	✓	Washington Metropolitan Area Transit Authority
✓	Loudoun County, Virginia	✓	Washington Suburban Sanitary Commission
✓	Loudoun County Public Schools	✓	Winchester, Virginia
✓	Loudoun County Sanitation Authority	✓	Winchester Public Schools
✓	Manassas, Virginia		
✓	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

SAFEWARE, INC
Vendor Name

APPENDIX D

BUSINESS CLASSIFICATION SCHEDULE

PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

Examples:

- A small Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1.

Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.

☑ Small ☐ Large ☐ Non-Profit ☐ Government Agency/Public Body ☐ Shelter Workshop

Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.

☐ Women-Owned ☐ Minority-Owned ☐ Service-Disabled Veteran-Owned

DEFINITIONS

Small Business/Organization – "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Minority Business – is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

Women-Owned Business – a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

Service-Disabled Veteran – means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business – is a business that is at least 51 percent owned by one or more service-disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Shelter Workshop – a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

APPENDIX D

COUNTY OF FAIRFAX
DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Solicitation/Contract Number/Title: RFP 2000002547 PUBLIC SAFETY & EMERGENCY PREPAREDNESS EQUP.

Prime Contractors Name: SAFEWARE, INC.

Prime Contractor's Classification: SMALL

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited solicitation, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor. Please complete this form and return it to this office with your submission.

Please check here if you are not using a subcontractor: ✓

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.

APPENDIX I

BYRD ANTI-LOBBYING CERTIFICATION

31 U.S.C. 1352 et seq.

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et.seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The CONTRACTOR, SAFEWARE, INC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Printed Name of Representative: KARLA A HYATT

Signature/Date: Karla A Hyatt 3-8-18

Company Name: SAFEWARE, INC

Address: 4403 FORBES BLVD

City/State/Zip: LANHAM, MD 20706

SSN or TIN No: 52-1152883

Attachment C - References

Reference 1			
Public Agency Name:	Montgomery County, MD	**Phone:**	240-773-5234
Contact:	Patricia Ross	**Email**:	patricia.Ross@montgomerycountymd.gov
Title:	County Contract Administrator	**Contract #**	1024135
Address:	100 Edison Park Drive Gaithersburg, MD 20878	**Total Dollar Amount:**	$1,430,029
Description of Products or Services Provided:	Emergency Preparedness Equipment and Related Services		

Reference 2			
Public Agency Name:	State of Michigan	**Phone:**	517-284-7007
Contact:	Sue Cieciwa	**Email:**	cieciwas@michigan.gov
Title:	Buyer Sepcialist, DTMB Procurement	**Contract #**	071B220059
Address:	525 W. Allegan St. Lansing, MI 48913	**Total Dollar Amount:**	$3,018,000 *for last 2 year option period exp. 9-30-18
Description of Products or Services Provided:	Emergency Preparedness Equipment and Related Services		

Reference 3			
Public Agency Name:	Commonwealth of Massachusetts	**Phone:**	617-720-3373
Contact:	Stephen Lyons	**Email:**	steve.lyons@state.ma.us
Title:	Deputy Strategic Sourcing Lead	**Contract #**	HLS05
Address:	One Ashburton Place, Rm 1017 Boston, MA 02108	**Total Dollar Amount:**	$1,499,794
Description of Products or Services Provided:	Homeland Security and Public Safety		

Reference 4			
Public Agency Name:	Santa Ana Police Department	**Phone:**	714-448-8701
Contact:	Otto Laufer	**Email:**	
Title:	Grant Manager	**Contract #**	
Address:	60 Civic Center Plaza Santa Ana, CA 92701	**Total Dollar Amount:**	$2,947,957
Description of Products or Services Provided:	Security and surveillance systems, LRADs (long range acoustic devices), annual supply of individual first aid kits, gas masks, CBRN canisters, radiation pagers		

Reference 5			
Public Agency Name:	City of San Diego, Police/DHS	**Phone:**	619-985-5139
Contact:	Jose Luis Romo	**Email:**	jromo@pd.sandiego.gov
Title:	Purchasing/Grant Manager	**Contract #**	
Address:	1401 Broadway San Diego, CA 92101	**Total Dollar Amount:**	$4,184,929
Description of Products or Services Provided:	Robots, Surveillance, Gas Masks, Hazmat protection		

Reference 6			
Public Agency Name:	City of Burbank	**Phone:**	(208) 869-2451
Contact:	LT. John Dilibert	**Email:**	jdilibert@adaweb.net
Title:	Grant Manager *Former	**Contract #**	
Address:	200 N. 3rd Street Burbank, CA 91502	**Total Dollar Amount:**	$586,239
Description of Products or Services Provided:	Ballistic armor, night vision, police equipment		

APPENDIX D

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F)

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2 4342(F)
This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a)Submission of this form with or without other reference to Article 2, Section 4.D.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.
b)Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret""). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
c)For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publically available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY
Safeware Financials	Attachment D	As a privately held company, we do not make our financials public.

County of Fairfax, Virginia

ADDENDUM

Date: March 2, 2018

ADDENDUM NO. 1

TO:	ALL PROSPECTIVE OFFERORS
REFERENCE:	RFP2000002547
TITLE:	Public Safety and Emergency Preparedness Equipment and Related Services
DUE DATE/TIME:	March 13, 2018 / 2:00 P.M. EDT

The referenced request for proposal is amended as follows:

1. Reference page 6, Section 8. Contract Period and Renewal, Paragraph 8.2, fourth sentence: Revise to read "The County reserves the right to renew the contract for five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties."

2. Attachment C – Market Basket, is replaced in its entirety by an updated version. Prospective Offerors may access the updated version of Attachment C – Market Basket in Excel format at: http://www.fairfaxcounty.gov/solicitations

3. Refer to Attachment I for questions and answers received by e-mail and from the pre-proposal conference held on February 22, 2018 at 10:30 A.M.

4. Refer to Attachment 2 for the Attendance Sheet for the pre-proposal conference held on February 22, 2018.

All other terms and conditions remain unchanged.

Jamie Pun, VCO, CPPB
Contract Specialist II, Team 1

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

SAFEWARE, INC
Name of Firm

Kimla A Hyatt
(Signature)

3-8-18
(Date)

A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

Appendix A – Marketing Material

- Safeware USC Contract Flyer
- Safeware Fire Line Card
- Safeware Industry Line Card
- Mallory Fire Line Card
- Mallory Lunch & Learn Flyer
- Safeware Fentanyl Seminar Flyer

All Departments - One SAFETY Contract.

Safeware®

OUTFITTING THE FEARLESS SINCE 1979

Public Safety and Emergency Preparedness Equipment and Related Services

Contract#: **4400001839**

Lead Public Agency: **Fairfax County, VA**

Proud Supplier Partner of:

U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE

Offering Safety Solutions & Services Including:

- Personal Protective Equipment (PPE)
- Explosive Device Mitigation & Remediation Equipment
- Environmental Monitoring
- CBRNE Search & Rescue Equipment
- Interoperable Communications Equipment
- Detection Equipment
- Decontamination Equipment
- Hazardous Materials Storage
- Spill Control and Containment
- Physical Security Enhancement Equipment
- Fire and Emergency Response
- Traffic Safety
- Facility Safety and Maintenance
- Fall Protection and Space
- Medical and First Aid Supplies
- CBRNE Reference Materials
- Related Services
- Other Non-listed Public Safety, Law Enforcement and Fire Equipment
- Training

Distributing the Leading Brands in Safety and Response including:

Blauer · AVON PROTECTION · MSA · SAFARILAND · RAE · MUSTANG SURVIVAL · TRELLEBORG · STREAMLIGHT · 3M · Alliance Fire and Rescue, Inc. · Lakeland INDUSTRIES, INC · DuPont™ · SCOTT SAFETY · ML KISHIGO THE ORIGINAL HIGH VIS EXPERTS · PELICAN · WEST CHESTER · Kappler · CSI COMBINED SYSTEMS · Honeywell · FOXFURY · Rapiscan systems · United Shield International · D7 · ARC'TERYX LEAF · FireDex · 5.11 · LRAD CORPORATION · FLIR · TACTICAL ELECTRONICS · KUSTOM SIGNALS, INC. · CMC RESCUE · Aimpoint · HH · RKI INSTRUMENTS

www.safewareinc.com • 800.331.6707 • uscommunities@safewareinc.com

Public Safety and Emergency Preparedness Equipment

All Departments - One SAFETY Contract.

Safeware®

OUTFITTING THE FEARLESS SINCE 1979

Public Safety and Emergency Preparedness Equipment

WHAT

Sponsored by 5 National Sponsors and over 90 state and regional organizations, U.S. Communities is a nonprofit government purchasing cooperative group that offers reduced costs on goods and services through competitively solicited contracts awarded to lead public agencies.

WHO

U.S. Communities has over 55,000 participating agencies, from both the public and nonprofit sectors.

Generally, he following angencies are eligible to use the U.S. Communities Progam:

- Counties, Cities, Towns and Villages
- Special Districts (e.g., Fire, Sewer, Water, etc.)
- Public Schools including: K-12, Community Colleges, Universities, Technical and Vocational
- State Agencies
- Other Local Governments
- Nonprofit Corporations (including Private K-12, Private Colleges and Universities)

WHY

The U.S. Communities contract is competitively bid. Public agencies are able to eliminate the bid process through the Joint Powers Authority of Cooperative Procurement Authority and purchase their supplies and services at a reduced cost. Agencies that use this contract experience on average a 5% savings over traditional procurement practices in process alone.

HOW

Registration is simple and free. If you are not currently participating with U.S. Communities go to: www.uscommunities.org

If you are already a U.S. Communities participant, and would like to purchase from Safeware-Mallory go to: www.safewareinc.com

Safeware, Inc. of Lanham, Maryland and Mallory Safety and Supply of Portland, Oregon have partnered to form the team of Safeware-Mallory for the purpose of providing U.S. Communities participants with the highest level of expertise and service in Public Safety.

Both Safeware and Mallory are nationally recognized industry leaders in the distribution and servicing of this market segment. The two companies have had a long history of working together. Most importantly they share core values, professionalism and a deep sense of responsibility to their customers. Their many synergies along with a strong background in distribution, emergency preparedness equipment, and response will be of great benefit to U.S. Communities.

The Safeware-Mallory Team brings national coverage and regional expertise to all agencies. We are committed to providing all customers with an exceptional selection of safety products and expertise, combined with the support of service and response, for a total safety solution.

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FIRE & RESCUE/HAZMAT/WATER RESCUE

U.S. COMMUNITIES®
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CONTRACT #4400001839

www.uscommunities.org
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RKI INSTRUMENTS

HH®

DUPONT®

Little Giant® Ladder Systems

Do More™

Lakeland

MSA The Safety Company

PELICAN™

MUSTANG SURVIVAL®

RAE SYSTEMS by Honeywell

SCOTT SAFETY

HAIX®

AEDS
- Cardiac Science
- ZOLL Medical

AIR COMPRESSORS
- BAUER Compressors
- Scott Safety

CBRNE - BIOLOGICAL
- ADVNT Biotechnologies
- Bio Shield Technologies
- Field Forensics
- FLIR Detection
- MSA
- RAE Systems
- Response Biomedical
- Smiths Detection

CBRNE - CHEMICAL
- Arizona Instrument
- Biosystems
- BW Technologies
- CANBERRA
- Chemring
- Crowcon
- Draeger
- FLIR Detection
- GFG Instrumentation
- Morphix Technologies
- MSA
- NEXTTEQ
- Proengin
- RAE Systems
- RKI Instruments
- Scott Instruments
- SEER Technology
- SENSIT Technologies
- Smiths Detection
- TrueTech
- WB Johnson

CBRNE - EXPLOSIVE
- Field Forensics
- FLIR Detection
- Morphix Technologies
- Morpho Detection
- MSA
- RAE Systems
- Smiths Detection
- WB Johnson

CBRNE - NUCLEAR
- Berkeley Nucleonics
- MSA
- RAE Systems
- Smiths Detection

CBRNE - RADIOLOGICAL
- Berkeley Nucleonics
- CANBERRA
- FLIR Detection
- Mirion Technologies
- MSA
- POLIMASTER
- RAE Systems
- Smiths Detection
- WB Johnson

COMMUNICATIONS
- Atlantic Signal
- CavCom
- LEADER
- MSA
- Peltor
- Savox
- Scott Safety

DECONTAMINATION SYSTEMS
- Decon7
- DuPont
- Force1Decon
- Intelagard
- TrueTech

EMS EQUIPMENT
- Ambu
- Reeves EMS
- Skedco
- Stryker EMS

EQUIPMENT STORAGE
- 5.11 Tactical
- BLACKHAWK!
- Evac Systems
- Hallowell
- OK-1
- Pelican
- R&B Fabrications
- Ready Rack
- Ziamatic

EYEWEAR
- Crossfire Safety
- Edge Eyewear
- ESS
- Paulson Mfg.
- Pyramex Safety
- Radians
- Uvex
- Wiley X
- Wolf Peak

FIRE EXTINGUISHERS
- Buckeye
- Cold Fire Tactical
- Intelagard
- Kidde
- North American Rescue

FIRE TRAINERS
- Draeger
- Kidde Fire Trainers

FIRST AID & TRAUMA
- Certified Safety
- H&H Medical
- North
- North American Rescue

FLASHLIGHTS & ILLUMINATION
- Aircraft Dynamics
- Airstar Safety
- Air Systems
- Brite-Strike
- FoxFury
- Pelican
- Streamlight
- UK International
- Will-Burt

FOAM & SUPPRESSANTS
- ANSUL
- Combat Support Products
- Intelagard
- Kidde Dual Spectrum
- Kidde Fire Fighting
- National Foam

FOOTWEAR
- 5.11 Tactical
- Danner
- Diamondback Fire & Rescue
- Fire-Dex
- HAIX
- Onguard Industries
- Tingley Rubber

GLOVES & ACCESSORIES
- Alliance Fire & Rescue
- HexArmor
- MCR Safety
- Mechanix Wear
- North
- Shelby Gloves
- Valeo

HAZMAT PPE
- Ansell Protective
- DuPont
- Kappler
- Kimberly-Clark
- Lakeland
- RST

HEAD PROTECTION
- Bullard
- Cairns Helmets
- LEADER
- Pacific

HEAT DETECTION
- FLIR/Extech
- Metris Instruments

HOODS
- Alliance Fire & Rescue
- Chicago Protective Apparel
- National Safety Apparel
- PGI

HYDRATION & COOLING
- CamelBak
- Ergodyne
- TechNiche International

INCIDENT COMMAND & MANAGEMENT
- Activu
- D4H
- NowForce
- Salamander
- SceneDoc

LADDERS
- Duo-Safety
- Little Giant

LEATHER PRODUCTS
- 5.11 Tactical
- Aker Leather
- Boston Leather

MASS COMMUNICATIONS
- 308 Systems
- Everbridge
- LRAD

NOZZLES & FITTINGS
- ANSUL
- Elkhart Brass
- Kochek
- Niedner
- Red Head Brass
- Task Force Tips

OPTICS
- Bushnell

RESCUE EQUIPMENT
- PGI
- Prospan

SCBA
- Avon Protection
- Draeger
- Interspiro
- MSA

SPILL CONTROL
- CEP
- Edwards & Cromwell
- Imbibitive Technologies
- MBT
- NPS
- SPC
- UltraTech International

SURVEILLANCE & AERIAL MONITORING
- FLIR
- Leptron

TECHNICAL RESCUE
- BlueWater Ropes
- CMC Rescue
- Junkin Safety
- Paratech
- Phoenix Rescue
- PMI Rope
- Yale Cordage

THERMAL IMAGING CAMERAS
- FLIR
- MSA

TOOLS
- 5.11 Tactical
- Ampco
- BLACKHAWK!
- Fire Hooks Unlimited
- Husqvarna
- Nicol Hose Hook Co.
- Nupla
- Paratech
- Power Hawk
- RIT Rescue & Escape Systems

TRAFFIC SAFETY & HI-VIZ
- Eflare
- Lakeland
- ML Kishigo

TRAINING EQUIPMENT
- Simulaids

TURNOUT GEAR
- Fire-Dex
- Lakeland
- Veridian

UNIFORMS & APPAREL
- 5.11 Tactical
- Benchmark
- DRIFIRE
- Lakeland
- LION
- Propper
- Spiewak
- TECGEN
- TRU-SPEC

USAR
- LEADER
- TECGEN
- True North
- Wolfpack Gear

VEHICLE LIGHTS & LIGHTBARS
- North American Signal
- Will-Burt

VEHICLES
- ICS
- Polaris

VENTILATION
- LEADER
- Tempest Technology

WATER & SWIFT WATER RESCUE
- Ansell Protective
- Aquabotix Technology
- CMC Rescue
- Mustang Survival
- NRS
- Rescue ONE Boats
- Stearns
- Switlik
- Zodiac

WEATHER MONITORING
- Airmar
- Coastal Environmental

WILDLAND GEAR
- 5.11 Tactical
- Lakeland
- Nupla
- PGI
- TECGEN
- True North
- TRU-SPEC
- Wolfpack Gear

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MSA
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CONFINED SPACE
- 3M
- Air Systems
- Allegro Industries
- Biosystems
- BW Technologies
- Capital Safety (DBI-SALA & Protecta)
- CMC Rescue
- Draeger
- E.D. Bullard
- Ergodyne
- Guardian Fall Protection
- Miller
- MSA
- RAE Systems
- RKI
- Savox
- Scott Safety
- Sellstrom
- Speakman
- Uvex
- VisionAid

ELECTRICAL SAFETY/ ARC FLASH
- Benchmark
- Bulwark
- Nasco Industries
- National Safety Apparel
- Neese Industries
- Salisbury
- Stanco
- Steel Grip
- Stewart R. Browne Manufacturing

ERGONOMICS & MATTING
- 3M
- Allegro Industries
- The Andersen Co.
- Chase Ergonomics
- Ergodyne
- Occunomix
- Superior Matting/NoTrax

EYE/FACE PROTECTION
- 3M
- Chums
- Crews Glasses
- Crossfire Safety
- Elvex
- ERB Industries
- Haws
- Jackson Safety
- Kimberly-Clark
- MSA
- North
- PIP
- Pyramex Safety
- Radians
- SAS Safety Corp.

FACILITY ID/SIGNS
- Accuform Signs
- Brady
- Harris Industries
- National Marker

FALL PROTECTION
- 3M
- Capital Safety (DBI-SALA & Protecta)
- FallTech
- Guardian Fall Protection
- Miller
- MSA

FIRST AID/AEDS
- Cardiac Science
- Certified Safety
- H&H Medical
- Junkin Safety
- North
- ZOLL Medical

FOOT/LEG PROTECTION
- Allegro Industries
- Danner
- Ellwood Safety
- Impacto
- LaCrosse
- North
- Onguard Industries
- Servus
- Tingley Rubber

HAND/ARM PROTECTION
- Best Glove
- ERB Industries
- Ergodyne
- Impacto
- Kimberly-Clark
- MAPA Spontex
- Mechanix Wear
- Memphis Gloves
- North
- Occunomix
- PIP
- The Safety Zone
- SAS Safety Corp.
- Stockhausen
- Superior Glove
- Valeo
- Wells Lamont
- West Chester

HEAD PROTECTION
- 3M
- CMC Rescue
- E.D. Bullard
- Elvex
- Fibre-Metal
- Kimberly-Clark
- MSA
- North
- PIP

HEARING PROTECTION
- 3M
- CavCom
- Elvex
- Howard Leight
- Moldex
- MSA
- Peltor
- Radians
- Savox

HI-VISIBILITY
- Ergodyne
- Lakeland
- ML Kishigo
- Mutual Industries
- Nasco Industries
- Neese Industries
- Occunomix
- PIP
- RamStar Safety
- River City Garments
- Tingley Rubber
- VizCon

HYDRATION/COOLING
- Camelbak
- Ergodyne
- Igloo Products
- Occunomix
- PIP
- Sqwincher

INSTRUMENTATION/ TESTING
- Biosystems
- BW Technologies
- Crowcon
- Draeger
- Gasco
- GFG Instrumentation
- Honeywell Analytics
- MSA
- Quest Technologies
- RAE Systems
- RKI
- Scott Safety
- SENSIT Technologies

LIGHTING & BATTERIES
- 8:12 Illumination
- Airstar Safety
- Air Systems
- Bright Star
- CMC Rescue
- Eflare
- FoxFury
- Pelican
- Rayovac
- Streamlight
- Underwater Kinetics

LOCKOUT/TAGOUT
- Brady
- Honeywell
- Master Lock

MATERIAL HANDLING/ FACILITY SAFETY
- 3M
- American Innotek
- Eagle Manufacturing
- Justrite Manufacturing
- Kimberly-Clark
- Louisville Ladder
- Quantum Storage Systems
- UltraTech

OUTDOOR & SEASONAL
- ARI
- Certified Safety
- CoreTex Products

PROTECTIVE CLOTHING
- Arborwear
- DuPont
- Elvex
- Kappler
- Kimberly-Clark
- Lakeland
- National Safety Apparel
- Onguard Industries
- River City Garments
- Stanco
- Steel Grip
- Tingley Rubber
- West Chester

RESPIRATORY PROTECTION
- 3M
- Air Systems
- Allegro Industries
- Draeger
- E.D. Bullard
- Honeywell
- Kimberly-Clark
- Moldex
- MSA
- North
- Scott Safety
- Sundstrom Safety

SPILL CONTROL
- CEP
- Green Stuff
- Imbiber
- Meltblown Technologies
- Oil-Dri
- SPC

TRAFFIC CONTROL
- Accuform Signs
- Bone Safety Signs
- Checkers Industrial Products
- Cortina Safety Products
- Dicke Safety Products
- Harris Industries
- JBC Safety
- Mutual Industries
- Plasticade
- RamStar Safety
- VizCon
- Wanco

WELDING
- 3M
- Fibre-Metal
- Kimberly-Clark
- MSA
- North
- Weldas

WORKWEAR/TOOLS/ SUPPLIES
- Ampco Safety Tools
- Bulwark
- Carhartt
- Ergodyne
- Husqvarna
- Jameson
- Mutual Industries
- Nasco Industries
- Red Kap

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OUTFITTING THE FEARLESS SINCE 1979

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www.safewareinc.com

Mallory Safety & Supply

Fire and Rescue

U.S. COMMUNITIES™ GOVERNMENT PURCHASING ALLIANCE

Apparatus Equipment

- Clamps, Brackets, Mounts
- Electric, Cords, Flash Lights Generators, Lighting, Reels
- Fire Extinguishers
- Hose, Ladders, Nozzles
- Hydrant Tools, Accessories
- PPV, Electric, Gas
- Rehab, Cooling, Hydration, Misting
- Saws, Chain, Cut Off
- Salvage Covers
- Signals, Cones, Flares, Lighting, Sirens
- Stabilizing, Cribbing, Chocks, Decking, Matting
- Thermal Imaging Cameras
- Tools, Air, Cordless, Entry, Hand, Power
- Valves, Fittings, Plugs, Caps

Brands

Akron
Allegro
Amerex
Ames-True
A-Tools
BRK
Camelbak Drink
Checkers
Chicago Pneumatic
Collins
Council
Cox
Duo-Safety
Eflare
Ergodyne
Federal
Fire Axe
Fire Research
Hannay
Havis-Shields
Highway Fusees
Hooligan
Husqvarna
HYDRARAM
Igloo
Ingersoll Rand
JET
J-Rod
Kidde
K-Tools
Leader
Louisville
LZKit
MSA
Norton
NoTrax
Nupla
Koehler
Pelican
PROTO
Rowco
R-Tools
Schaefer
Sqwincher
Stanley
Starrett
Streamlight
Super Vac
Temper
Tempest
Terminator
Tomar
Turbo Flare
Turtle Plastics
TurtleTile
Unifire
Unitrol
Unity
Vinyl & Canvas (various styles and brands)
Werner
Whelen
Woodhead
Worden
Ziamatic

Confined Space & Rope Rescue & USAR

- Tools, Air, Cordless, Hand, Power
- Cutting, Blades, Chain, Wheels
- Electric, Cords, Flash Lights Generators, Lighting
- Fall Protection, Belts, Carabiners, Hardware, Harnesses, Rope
- Communications Kits, Cameras, Sound
- PPE, Clothing, Eye, Gloves, Hearing, Helmets
- Litters & Litter Systems
- Marking Products & Paint

Brands

Akron
AOSafety
Black&Decker
Bosch
Cascade
CavCom
CCI
Channel Lock
Chicago Pneumatic
Crescent
DBI Sala
DeWalt
Dixon
Fire Innovations
First-In
Gear 911
H.K. Porter
Jackson
Junkin
Klein
Krylon
Laerdal
Leader
LSP
Mag-Lite
Markal
MCR
Miller
Milwaukee
MSA
Mustang Survival
North
Norton
Pelican
PMI
Proto
Ridgid
Ringers
RIT Bag
Rust-oleum
Sensear
SENSIT Technologies
Sked
Smith & Wesson
Stanley
Starrett
Streamlight
True North
Vetter
Uvex
Yates

MSA The Safety Company · RAE SYSTEMS · Blauer SERIOUS PROTECTION. · TRUENORTH

MERCEDES TEXTILES LIMITED · 3M · Milwaukee · VINATRONICS Made In The USA High Visibility Apparel

PELICAN · Cairns · JUSTRITE · FireDex Protection for the Heat of the Battle

*Mallory Safety and Supply is available to source and supply items not listed.

Municipal • Wildland • Hazmat • EMS & Rescue

For more information please call:
800.713.4888

Mallory Safety & Supply

First Aid and Rehab Products

- AEDs, Automatic Defibrillators, CPR Face Shields
- Back Boards, Collars, Litters
- Bee & Wasp Repellants
- Blankets, Emergency
- Bodily Fluid Clean Up Kits
- Burn Care Kits, Compresses, Hot & Cold
- Cleaners, Face Masks, Gloves, Sanitizers
- Drench Hose and Faucets
- Eye Wash Stations
- First Aid Kits & Stations
- Hydration & Cooling

Brands

3M
Allegro
Ansell
BEST
Biosystems
Camelbak
Chameleon
Cool Draft Misting
Crew-Boss
Drager
Drink
Ergodyne
FIS
Gastec
Gator
Igloo
ISC
Justrite
KleenGuard
Lakeland
Lumidor
MCR
Memphis
MITI
MSA
North
ONEGlove
OnGuard
ProShield
RAE
Red Head
Schaefer
Sperian
Sqwincher
Super Vac
Tingly
Viking
Western Shelter

RAE

Hazmat & Monitoring

- Berms & Tanks & Pallets
- Breathing Apparatus SCBA, Gas Detection
- Boots, Coveralls, A,B,C and D PPE
- Decontamination & Kits
- Sorbents & Wipes & Spill Kits
- Storage, Lockers, Cabinets

Brands

3M
Allegro
Ansell
BEST
Blauer
Biosystems
Camelbak
Chameleon
Cool Draft Misting
DBI Sala
Drager
Drink
Dupont
Ergodyne
FireTak
FIS
Gastec
Gator
Igloo
Industrial Scientific
ISC
Justrite
KleenGuard
Lakeland
Lumidor
MCR
Memphis
MITI
MSA
North
ONEGlove
OnGuard
PIG
ProShield
RAE
Red Head
Schaefer
Smith's Detection
SPC
SENSIT Technologies
Sperian
St. Gobain
Super Vac
Tingly
Viking
Western Shelter

Respiratory & Air Products

- Air Compressors
- Air Testing Equipment
- APRs & Filters & Masks
- Fit Testing
- SCBAs

Brands

3M
Air Systems
Allegro
MAKO
Moldex
MSA
North
OHD
Sperian
Instrumentation
Willson

FIRE-DEX, MSA

Slip-In Units & Tanks

- Foam Units
- Gas Engines & Pumps
- CAFS Systems
- Gel Units
- Hose Reels
- Light Vehicle & ATV Style Units
- Poly & Alum Tanks
- Slip-On Units

Brands

Akron
Brigge & Stratton
CAFS
CET
Cox
Elkhart
Fire-Dos
Foam Pro
Gorman-Rupp
Hale
Hannay
Honda
Kohler
Levan
MC Products
Mercedes
Metal Master
POK
Pro Poly
Pro-Tech
Robwen
Scotty
Thermo Gel
Waterous
Wick

**Mallory Safety and Supply is available to source and supply items not listed.*

Station Equipment

- Batteries
- Boot Dryers
- Chemicals & Adhesives & Lubricants
- Cleaning Solutions
- Janitorial Supplies
- Compressors & Generators
- Hose Tester, Tools
- Lockers, Racks, Tool Boxes
- Smoke Generators, Bottle Smoke

Brands

3M
Citro PPE
CRC
Dryfast
Duracell
Energizer
Faultless
Groves
Gunk
Honda
Kennedy
Knaack
Leader
Loctite
LPS
Lubriplate
Mako
Peet
Proto
Rayovac
ReadyRack
Rice
Super Vac
Tempest
Unifire
WD-40
Winsol
Yamaha
Zep

Water Flow Products

- Adapters, Couplings, Gaskets
- Brackets & Mounts
- Educators, Strainers, Valves, Wyes, Siameses
- Fire Hose, Booster, Discharge
- Hose, Rollers, Testing, Washers
- Foam & Gel
- Monitors, Nozzles
- Portable Tanks
- Pumps, Slide In Units
- Spanners & Wrenches

Brands

Action
Akron
AWG
C&S Supply
CET
Chemguard
Coupling
Elkhart
EZ Hose Roller
FireAde 2000
Fol-Da-Tank
Groves
Hale
Harrington
High Water
Hose
Key
Kochek
Mercedes
North American Fire Hose
Phos-chek
POK
Red Head
Rice
S & H
Scotty
Snap-Tank
Storz
Thermo-Gel
Wick
Ziamatic

Wildland Firefighting Equipment

- Band-It Tools, Hose, Nozzles, Reels, Strainers, Tees, Valves
- Burn Over Curtains
- Chain Saws, Chaps, Wire Screen Goggles
- Clamps, Fill Meters, Portable Pumps, Tanks, Wrenches
- Drip Torches, Gas Containers
- Ear Protection, Fire Shelter, Shrouds
- Flagging Tapes & Barricade
- Gel, Foam Equipment
- Headlamps & Flashlights
- Portable Pumps, Fill Meters, Tanks
- PPE, Boots, Clothing, Helmets, Gloves, Eye Protection, Radio Harnesses
- Tools, Brackets, Covers, Hand, Files, Pulaski, Shovels
- Weather & Wind Meters, Web Gear & Day Packs

Brands

Action
Akron
Allegro
Alliance
AWG
Bacharach
Bahco
Bands
Blitz
Bouton
Buckles
Bullard
C&S Supply
Camelbak
Canteens
CET
Clamps
Cool Draft Misting
Cox
Crew-Boss
Danner
Davis
Delmhorst
Dri-Fire
Drink
Dwyer
Eagle
Elkhart
Elvex
Ergodyne
ESS
Fire-Dex
Firetak
FIS
Fol-Da-Tank
Gear 911
Gorman-Rupp
Grobet
Hale
Hannay
Harrington
High Water
Hot Shield
Husqvarna
Igloo
Kestrel
Key
Kochek
Liberty North Star
Mallory
MC Products
Mercedes
Nicholson
North
North American
NUPLA
Pelican
Peltor
POK
PROTO
Pullson
Red Head
RED OSHA
Ridgid
S&H
Scepter
Schaefer
Scotty
Skymate
Snaptank
Sqwincher
Stanley
Storm King Mountain
StreamLight
The Xcaper
Thermo Gel
Thorogood
True North
TrueTemper
Ultra Shroud
Underwater Kinetics
Waterous
Whiffs
Wickman

**Mallory Safety and Supply is available to source and supply items not listed.*

Mallory Safety & Supply

Fire and Rescue

AVAILABLE SERVICES

- Adapters, Couplings, Gaskets
- Annual contracts for testing and inspection of Apparatus Pumps, Confined Space Equipment, Fire Hose, Flow Test SCBAs, Ladders, Level A Suits
- On-site and Shop Services and Repairs, Gas Detection Instrumentation, Hose Coupling and Repair, Pumps, Foam Systems, Fall Protection Equipment
- Custom Fabrication Shop, Slip On Units, Tanks, Trailers, Type VI
- Blanket Order Programs, Consigned Inventory, Custom Catalogs, EH&S Staffing, Integrated Supply, Job Site Supply, Regional/National Programs, Safety/MRO Vending Systems, Vendor Managed Inventory
- Emergency Management and Equipment Surveys, Safety Meetings, Fitting Assistance, Analysis, Cost Analysis/Reduction, Product Usage Analysis, Summary Billing
- Rental Equipment

U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

Mallory Safety and Supply is proud to be the U.S. Communities supplier partner for Public Safety and Emergency Preparedness solutions catering to Law Enforcement, Homeland Security, EMS, and Fire agencies. Our contract has been competitively solicited by lead public agency County of Fairfax, VA and is available to be piggybacked by public agencies nationwide, thereby eliminating the need for your agency to go through the formal bid process.

REGISTER AND START SAVING TODAY!

To sign up: **www.safewaremallory.com**

Contract #: 4400001839/LPA: County of Fairfax, VA

MAKO
CREWBOSS ALWAYS MADE IN THE USA
ONESUIT
Danner SINCE 1932
FireAde 2000
OHD Occupational Health Dynamics
WESTERN SHELTER
LEADER North America
MUSTANG SURVIVAL
DRAGONWEAR
Thorogood SHOES Since 1892
vetter
FIRE INNOVATION

**Mallory Safety and Supply is available to source and supply items not listed.*

Fremont, CA
44380 Osgood
Fremont, CA 94539

San Bernardino, CA
236 W. Orange Show Rd.
Suite 103
San Bernardino, CA 92408

Longview, WA
1040 Industrial Way
Longview, WA 98632

Seattle, WA
5510 E. Marginal Way S.
Seattle, WA 98134

Portland, OR
2135 NW 21st Ave
Portland, OR 97210

Spokane, WA
15310 E. Marietta
Suite 5
Spokane Valley, WA 99216

SAVE THE DATE!
Friday, August 23, 2013

INTELLIGENCE NOW!
Lunch and Learn

Latest Technology and Product From:

Blauer SERIOUS PROTECTION. · FIELD FORENSICS · RAE SYSTEMS · 3M · KUSTOM SIGNALS, INC. A PUBLIC SAFETY EQUIPMENT COMPANY · AVON PROTECTION · OHD Occupational Health Dynamics · Quantifit

Presentations: 15 - 20 Minutes

Blauer- Protective Ensembles for CBRN and Hazmat Incidents
Quantifit- Gold Standard in Respirator Fit Testing
RAE Systems- Intelligent Gas Detection Systems and Wireless Connected Sensor Systems
Field Forensics- Trace Explosive Detection Kits and Drug Identifiers
Kustom Signals- Laser, Radar and Video Vehicle Solutions
Avon- Global Leader in Respiratory Protection
3M PIPS- Advanced License Plate Recognition Technology

Time: 12 noon - Lunch Served - No Cost to Attend

RSVP online
www.MalloryNow.com/events

Location:
Los Angeles Police Academy
1880 North Academy Drive
Los Angeles, CA 90012

Mallory Public Safety
Fire • Law Enforcement • Emergency Services • Government • Military
A Division of Mallory Safety & Supply

Please RSVP by Fri Aug 23
Contact Allison Windsor at 818-644-9484/awindsor@malloryco.com

FENTANYL

A Crisis for Public Health and Public Safety Leadership

SEMINAR

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Don't miss this important seminar for decision makers and industry leaders battling this public safety threat.

ACTIVELY SEEKING HOST AGENCIES!

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OUTFITTING THE FEARLESS SINCE 1979

AGENDA (10 AM – 3:30 PM):

- Background/Fentanyl Hazards
- Personal Protective Equipment
- IAB Recommendations
- Decontamination and Doffing Demonstrations
- Detection Technologies
- ***Lunch To Be Provided***

PARTICIPANTS WILL:

- Understand the actual threats posed by Fentanyl and Fentanyl Analogues
- Understand the need to develop capabilities
- Understand the requirements and limitation of personal protective equipment
- Understand the IAB recommendations and how to apply them
- ***35-50 Participants***

"With fentanyl, emotions got ahead of the science."

David Ladd, Member of IAB and Owner of Blackthorne Services Group, LLC

BSG
CBRNE

SAFEWARE-MALLORY

COST PROPOSAL FOR

RFP#2000002547

COMPETITIVE SOLICITATION

BY FAIRFAX COUNTY, VA

FOR

PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

COPY

1. PRICING SHEET – SEE ATTACHMENT C

2. MARKET BASKET – SEE ATTACHMENT C

3. REFERENCE TO THE CATALOG PRICE

The proposed pricing is based on Safeware-Mallory's Catalog Price with a 41% discount. Due to the vastness of the scope of the contract and the number of suppliers that manufacture products across multiple product categories in the scope, a single discount per product group or even multiple discounts dependent on manufacturers would be difficult to administer. Manufacturer discounts are based off of different criteria, and often differ greatly within a singular price list. Therefore, for the convenience of Agency Buyers, discounts are taken from Safeware-Mallory's Published Catalog Price Lists at a fixed rate of 41% across all product groups. Net pricing to U.S. Communities includes the 2% administrative fee proposed for in this RFP.

- See Attachment 1 for Safeware-Mallory Service Pricing
- See Appendix B for Safeware-Mallory Price files with USC pricing

4. MOST FAVORABLE PRICING

The quoted price for all categories is the most favorable offered to state and local agencies. Some items may be purchased on at a very large quantity on a one time basis. Such pricing will be made available to U.S. Communities customers if they purchase in a similar volume.

5. PRICE ADJUSTMENTS

Pricing will remain firm fixed for a period of 365 days from the execution of the contract. Safeware-Mallory reserve the right to raise prices based on the Consumer Price Index (CPI-U) or a manufacturer/supplier change in price whatever is higher. Safeware-Mallory will provide (1) the cause for the adjustment (2) proposed effective date and (3) the amount of the change requested with documentation to support the requested adjustment such as CPI-U or manufacturer or supplier cost change. Price decreases will be made in accordance with paragraph 39 of the General Conditions & Instructions to Offerors (Appendix C).

6. SHIPPING

All Proposed Pricing includes standard freight for example UPS and FedEx standard ground shipping.

7. SPECIAL SHIPPING

Expedited shipping specifically requested by the customer such as UPS Next Day or special services including courier delivery, will be billed actual freight charges. Hazardous shipments as defined by US Department of Transportation will be billed the hazardous material shipping fees.

BINDER INDEX

BINDER 1

- 3M LE Ceradyne
- 3M Occupational Health & Safety
- 5.11 INC

BINDER 2

- Anchor Industries
- Angel Amor
- ARI
- Armadillo Merino
- Amor Express
- Atlantic Signal
- Avon Protection
- Bakercorp
- Blackhawk
- Blauer MFG Co
- Cardiac Science
- CavCom
- Chinook Medical Gear
- CMC Rescue
- Condor Outdoor
- Cortex

BINDER 3

- DH Wireless
- Dupont Personal Protection
- EO Tech Inc
- Fire Service Plus
- Gentex Corporation
- H&H Medical
- Honeywell Analytics-BW Tech
- JBC Safety
- Kappler
- Lion Apparel
- MCR Safety
- Meridian Medical

BINDER 4

- MSA Industrial
- Mustang Survival
- Night Ops Tactical Inc
- North American Rescue
- Oil-Dri Corporation of America
- Pelican Products
- Physio-Control

BINDER 5

- PIP Protective Industrial
- Polimaster, Inc.
- Pro Warrington
- PROTECH Hard Armor
- RAE Systems
- Revision Military
- RKI
- Safeware
- Scorpion PPE

BINDER 6

- Scott Safety
- Super Seer Corporation
- Tecgen PPE (Fire-Dex)
- Trellchem – Saint Gobain
- United Shield
- Yaffy
- Z-Medica

ATTACHMENT C
PRICING SHEET

DISCOUNT BY PRODUCT CATEGORY

Instructions:

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
Product Categories:							
Personal Protective Equipment (PPE)	Uniform Discount off of Catalog List	41%					
Explosive Device Mitigation and Remediation Equipment							
Environmental Monitoring							
CBRNE Search & Rescue Equipment							
Interoperable Communications Equipment							
Detection Equipment							
Decontamination Equipment							
Hazardous Materials Storage							
Spill Control and Containment							
Physical Security Enhancement Equipment							
Surveillance, Warning, Access/Intrusion Control							
Explosion Protection							
Fire and Emergency Response							
Traffic Safety							
Facility Safety and Maintenance							
Fall Protection and Confined Space							
Medical and First Aid Supplies							
CBRNE Reference Materials							
Automated External Defibrillators (AEDs)							

ATTACHMENT C
PRICING SHEET

DISCOUNT BY PRODUCT CATEGORY

Instructions:
For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
Ammunition/Less than Lethal Munitions	Uniform Discount off of Catalog List	41%					
Civil Disturbance Gear							
Dive Gear/Underwater Recovery/Water Safety							
Police Fleet Management Products							
Law Enforcement Software							
Public Safety Aviation - Helicopters							
Public Safety Uniforms							
Vehicles							
Trainers and Training Equipment							
Vending Solutions							
Related Services	Provide separate sheet for Related Services as indicated in Instructions.						
Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	Uniform Discount	41%					

Supplier Name: SAFEWARE, INC & MALLORY

Supplier Signature: [signature]

ATTACHMENT C
PRICING SHEET

PROPOSERS MUST ALSO COMPLETE THE MARKET BASKET , WHICH IS POSTED AS A SEPARATE DOCUMENT IN EXCEL FORMAT. FAILURE TO COMPLETE THE MARKET BASKET SHALL RESULT IN DISQUALIFICATION. MARKET BASKET PRICING SHOULD BE REFLECTIVE OF THE DISCOUNTS OFFERED IN THE PRICING MATRIX ABOVE.

Safeware-Mallory Market Basket
RFP #25000002547

Attachment C - Market Basket

Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number	Safeware-Mallory Catalog Part Number	UOM	Price List Title	Price List Page	Discount Offered (%)	Net Price After Discount
1	L-3 EOTech Commercial Products Group	245620-005	EOT 245620-005	M914A/PVS14 Omega FOM 1344	CBRNE Search & Rescue Equipment	EA	30	245620-005	EOT 245620-005	EA	Safeware-Mallory_EOTech Inc 03-07-2018	1	41%	$ 3,618.00
2	L-3 EOTech Commercial Products Group	ATP-000-A22	EOT ATP-000-A22	ATPIAL PEQ/15 Black, Low Profile	CBRNE Search & Rescue Equipment	EA	37	ATP-000-A22	EOT ATP-000-A22	EA	Safeware-Mallory_EOTech Inc 03-07-2018	1	41%	$ 1,155.00
3	MUSTANG SURVIVAL INC	MD3196SO	MD3196SO	Compact Tactical PFD (Automatic Hydrostatic Activation)	CBRNE Search & Rescue Equipment	EA	33	MD3196SO	MUS MD3196 SO 212	EA	Safeware-Mallory_Mustang Survival 03-01-2018	3	41%	$ 287.00
4	MUSTANG SURVIVAL INC	MD3183LE	MUSTA-MD3183LEBLKCHARCOAL	HIT Inflatable PFD for Law Enforcement	CBRNE Search & Rescue Equipment	EA	48	MD3183LE	MUS MD3183 LE 13	EA	Safeware-Mallory_Mustang Survival 03-01-2018	3	41%	$ 245.00
5	MUSTANG SURVIVAL INC	MD3188	MD3188	Inflatable Work Vest with HIT	CBRNE Search & Rescue Equipment	EA	100	MD3188	MUS MD3188 2	EA	Safeware-Mallory_Mustang Survival 03-01-2018	3	41%	$ 214.87
6	NightOps Tactical Inc.	00518NT	NIGTA-00518NT	BNVD-15 Gen 3 Omni VIII Unfilmed Binocular	CBRNE Search & Rescue Equipment	EA	10	00518NT	NOT 00518NT	EA	Safeware-Mallory_NightOps Tactical Inc 02-01-2018	2	41%	$ 8,193.00
7	NightOps Tactical Inc.	00106NT	NIGTA-00106NT	KIT AN PVS 14 GEN 3 AUTOGATED UNFILMED	CBRNE Search & Rescue Equipment	EA	17	00106NT	NOT 00106NT	EA	Safeware-Mallory_NightOps Tactical Inc 02-01-2018	1	41%	$ 3,880.00
8	PELICAN PRODUCTS, INC.	9430	9430Y	Pelican Remote Area Lighting System	CBRNE Search & Rescue Equipment	EA	15	9430Y	PEL 9430 YELLOW	EA	Safeware-Mallory_Pelican Products 003-01-2018	11	41%	$ 727.00
9	BW TECHNOLOGIES	MC2-XWHM-Y-NA	MC2-XWHM-Y-NA	GAS MONITOR MICROCLIP XT LEL 02 H2S CO	Detection Equipment	EA	117	MCXL-XWHM-Y-NA	BW MCXL-XWHM-Y-NA	EA	Safeware-Mallory_Honeywell Analytics-BW Tech 01-08-2018	45	41%	$ 471.65
10	General Atomics Electronic Systems	04404080001	GENAT-04404080001	DOSE GARD IV ASSEMBLY EXTENDED BATTERY	Detection Equipment	EA	50	04404080001	SFW GENAT-04404080001	EA	Safeware-Mallory_Safeware 03-01-2018	13	41%	$ 250.00
11	Polimaster Inc	1703GNM	PM 1703GNM	Personal Combined Radiation Detector/Dosimeter	Detection Equipment	EA	24	PM 1703GNM	POL PM 1703GNM	EA	Safeware-Mallory_Polimaster, Inc. 02-16-2018	1	41%	$ 3,145.00
12	Polimaster Inc	1703 MO-1	PM 1703 MO-1	Personal Combined Radiation Detector/Dosimeter	Detection Equipment	EA	73	PM 1703 MO-1	POL PM 1703 MO-1	EA	Safeware-Mallory_Polimaster, Inc. 02-16-2018	1	41%	$ 1,388.00
13	Polimaster Inc	PM1610B	POLIN-PM1610B	X-Ray and Gamma Personal Dosimeter	Detection Equipment	EA	107	PM 1610B	POL PM 1610B	EA	Safeware-Mallory_Polimaster, Inc. 02-16-2018	1	41%	$ 466.00
14	RAE Systems	MBB3-A1C112E-020	RAE MBB3-A1C112E-020	MultiRAE Gas Detector	Detection Equipment	EA	14	MBB3-A1C112E-020	RAE MBB3-A1C112E-020	EA	Safeware-Mallory_RAE Systems 03-01-2018	58	41%	$ 2,890.58
15	RKI Instruments	72-0290-22-C	RKI 72-0290-22-C	GX-2012,4-sensor,LEL/Oxy/CO/H2S,with Li-ion battery pack/c	Detection Equipment	EA	13	72-0290-22-C	RKI 72-0290-22-C	EA	Safeware-Mallory_RKI 03-01-2018	9	41%	$ 1,050.00
16	RKI Instruments	72-0314RK	RKI 72-0314RK	GX-2009 Gas Monitor without Charger	Detection Equipment	EA	17	72-0314RK	RKI 72-0314RK	EA	Safeware-Mallory_RKI 03-01-2018	9	41%	$ 482.00
17	United Shield International, LLC	SPECOPSDELTA-SW-BOA LG ODG	USI SPECOPSDELTA-SW-BOA LG ODG	Spec Ops Delta Helmet, Size LG OD Green	Explosive Device Mitigation and Remediation Equipment	EA	19	SPECOPSDELTA-SW-BOA LG ODG	USI SPECOPSDELTA-SW-BOA LG ODG	EA	Safeware-Mallory_United Shield 03-01-2018	8	41%	$ 657.00
18	BakerCorp	DISCHARGE HOSE	BAK DISCHARGE HOSE	6inx50ft Discharge Hose, Red Heavy	Facility Safety and Maintenance	EA	67	DISCHARGE HOSE	BAK DISCHARGE HOSE	EA	Safeware-Mallory_BAKERCORP Inc 03-01-2018	1	41%	$ 768.00
19	CMC	500104	CMC 500104	CMC Rescue Aztek Pro System	Fall Protection and Confined Space	EA	20	500104	CMC 500104	EA	Safeware-Mallory_CMC Rescue 03-01-2018	16	41%	$ 364.00
20	CMC	333000	CMC 333000	MPD (Multi-Purpose Device) Pulley, Rescue Belay, Descent C	Fall Protection and Confined Space	EA	24	333000	CMC 333000	EA	Safeware-Mallory_CMC Rescue 03-01-2018	10	41%	$ 603.00
21	CMC	202834	CMC 202834	Harness, Helix Black MED	Fall Protection and Confined Space	EA	30	202834	CMC 202834	EA	Safeware-Mallory_CMC Rescue 03-01-2018	4	41%	$ 371.00
22	CMC	300221	CMC 300221	CMC PROSERIES ALUM LOCKING D CARABINER	Fall Protection and Confined Space	EA	273	300221	CMC 300221	EA	Safeware-Mallory_CMC Rescue 03-01-2018	8	41%	$ 38.97
23	ANCHOR INDUSTRIES, INC	9003027	9003027	Fire Shelter - Large (Deployed size: Length: 96"; Height: 19-1/2	Fire and Emergency Response	EA	27	9003051	ANC 9003051	EA	Safeware-Mallory_Anchor Industries 03-01-2018	1	41%	$ 398.00
24	ANCHOR INDUSTRIES, INC	9003026	9003026	Fire Shelter - Standard (Deployed size: Length: 86"; Height: 15	Fire and Emergency Response	EA	100	9003050	ANC 9003050	EA	Safeware-Mallory_Anchor Industries 03-01-2018	1	41%	$ 345.00
25	FIRE SERVICE PLUS	AR33005	FIRES-AR33005	FIREADE AR-AFFF FOAM CONCENTRATE	Fire and Emergency Response	DR	75	FA2-AR33-005	FSP FA2-AR33-005	PA	Safeware-Mallory_Fire Service Plust (FSP) 03-01-2018	1	41%	$ 35.00
26	FIRE SERVICE PLUS	FA20005	FIRES-FA20005	FIREADE 2000 PLUS FOAM CONCENTRATE	Fire and Emergency Response	DR	371	FA2-005	FSP FA2-055	DR	Safeware-Mallory_Fire Service Plust (FSP) 03-01-2018	1	41%	$ 27.00
27	Fire-Dex	XC3T	TEC XC3T	TecGen Extreme Coverall level 3, See	Fire and Emergency Response	EA	47	XC1T	TEC XC3T (SIZE)	EA	Safeware-Mallory_TECGEN PPE (Fire-Dex) 03-01-2018	3	41%	$ 488.00
28	Honeywell	6006	PRO 6006	Pro Warrington " Tech Rescue Boot, PRO Series Model 6006	Fire and Emergency Response	EA	90	6006	PRO 6006 (SIZE)	PR	Safeware-Mallory_Pro Warrington 01-29-2015	1	41%	$ 290.00
29	Mine Safety Appliances Company	G1 PM/CM-T	MSA G1 PM/CM-T	MSA Telemetry Accountability System	Fire and Emergency Response	EA	128	G1 PM/CM-T (item free of charge)	MSA G1 PM/CM-T	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	249	41%	$ -
30	Scott Safety	200972-01	SCO 200972-01	Cylinder & Valve, CGA, Carb, 60/5500	Fire and Emergency Response	EA	26	200972-01	SCO 200972-01	EA	Safeware-Mallory_Scott Safety 03-01-2018	37	41%	$ 1,419.29
31	Scott Safety	804722-01	SCO 804722-01	Carbon Cylinder, 4500 PSI, 45 Min	Fire and Emergency Response	EA	40	804722-01	SCO 804722-01	EA	Safeware-Mallory_Scott Safety 03-01-2018	81	41%	$ 1,080.00
32	Scott Safety	20121502	SCOTT-20121502	FACE MASK AV 3000 HT, Kevlar	Fire and Emergency Response	EA	683	201215-02	SCO 201215-02	EA	Safeware-Mallory_Scott Safety 03-01-2018	42	41%	$ 264.00
33	Scott Safety	804722-11	SCO 804722-11	Cylinder & Valve Assy, ST7, Carbon, 4500	Fire and Emergency Response	EA	160	804722-11	SCO 804722-11	EA	Safeware-Mallory_Scott Safety 03-01-2018	81	41%	$ 1,142.00
34	Scott Safety	X3415022200302	SCO X3415022200302	Scott Air Pak X3 SCBA	Fire and Emergency Response	EA	85	X3415022200302	SCO X3415022200302	EA	Safeware-Mallory_Scott Safety 03-01-2018	132	41%	$ 5,923.00
35	Scott Safety	200970-01	SCO 200970-01	Cylinder & Valve, QD, Carbon, 45/5500	Fire and Emergency Response	EA	155	200970-01	SCO 200970-01	EA	Safeware-Mallory_Scott Safety 03-01-2018	37	41%	$ 1,175.00
36	Atlantic Signal	ACH.VGN.49	ATL ACH.VGN.49	Comtac ACH Dual Comm Headset w/ Single	Interoperable Communications Equipment	EA	109	ACH.VGN.49	ATL ACH.VGN.49	EA	Safeware-Mallory_Atlantic Signal 03-01-2018	2	41%	$ 540.00
37	Atlantic Signal	PTT.WDS.49	ATL PTT.WDS.49	Warrior Push to Talk Assembly Dual Comm	Interoperable Communications Equipment	EA	80	PTT.WDS.49	ATL PTT.WDS.49	EA	Safeware-Mallory_Atlantic Signal 03-01-2018	21	41%	$ 473.00
38	Atlantic Signal	DSR.B05.LC	ATL DSR.B05.LC	D-Series: Motorola APX Series Radio	Interoperable Communications Equipment	EA	162	DSR.B23.LC	ATL DSR.B23.LC	EA	Safeware-Mallory_Atlantic Signal 03-01-2018	8	41%	$ 228.00
39	Atlantic Signal	AVN.GSK.49	ATL AVN.GSK.49	Electronic Comms Cable Kit for Avon	Interoperable Communications Equipment	EA	169	AVN.GSK.4C	ATL AVN.GSK.4C	EA	Safeware-Mallory_Atlantic Signal 03-01-2018	4	41%	$ 185.00
40	CavCom	OMNI SYSTEM/PTT-BC	CAV OMNI SYSTEM/PTT-BC	CavCom Omni Universal system	Interoperable Communications Equipment	EA	75	OMNI/PTT-BC-56	CAV OMNI SYSTEM/PTT-BC	EA	Safeware-Mallory_CavCom 03-01-2018	1	41%	$ 739.50
41	DH Wireless Solutions/Digital Highway	1102362	DH 1102362	Sierra Wireless, Modem, AirLink GX450 I/O LTE/EVDO/HSPA	Interoperable Communications Equipment	EA	42	1102362	DHW 1102362	EA	Safeware-Mallory_DH Wireless 03-01-2018	1	41%	$ 843.38
42	5.11 INC	56964 019	511 56964 019	BAG, RUSH MOAB 10 Black	Medical and First Aid Supplies	EA	463	56964 019	511 56964 019	EA	Safeware-Mallory_5.11 INC 03-01-2018	107	41%	$ 67.00
43	Physio Control	80427-000134	PHY 80427-000134	Physio-Control LIFEPAK® EXPRESS:	Medical and First Aid Supplies	EA	45	80427-000134	PHY 80427-000134	EA	Safeware-Mallory_Physio-Control 03-01-2018	12	41%	$ 1,066.00
44	ARI	61604	ARI 61604	Insect Repellent, Bug Barrier II, 6oz Ca	Medical and First Aid Supplies	EA	5053	61604	ARI 61604	CN	Safeware-Mallory_ARI 03-01-2018	1	41%	$ 4.55
45	Cardiac Science	9390A1001PSD	CARDI-9390A1001PSD	POWERHEART G3 PLUS AED	Medical and First Aid Supplies	EA	19	9390A-1001P	CSC 9390A-1001P	EA	Safeware-Mallory_Cardiac Science 03-01-2018	6	41%	$ 1,290.12
46	Cardiac Science	G5A-80A-P	CSC G5A-80A-P	Powerheart G5 AED Fully Auto Dual Lang	Medical and First Aid Supplies	EA	33	G5A-80A-P	CSC G5A-80A-P	EA	Safeware-Mallory_Cardiac Science 03-01-2018	12	41%	$ 1,455.00
47	Cardiac Science	9390A-1001	CARDI-9390A-1001	POWERHEART G3 PLUS AUTO, AED, AHA 2010,	Medical and First Aid Supplies	EA	58	9390A-1001P	CSC 9390A-1001P	EA	Safeware-Mallory_Cardiac Science 03-01-2018	6	41%	$ 1,290.12
48	CHINOOK MEDICAL GEAR INC	04640KIT	CHIME-04640KIT	Emergency Preparedness Medical Kit, 22"x14"x5"	Medical and First Aid Supplies	EA	167	04640KIT	CHI 04640	EA	Safeware-Mallory_Chinook Medical Gear 03-01-2018	1	41%	$ 166.70
49	Coretex Products, Inc.	12644	CRX 12644	Bug X Insect Repellent Towelette Box, 50 count	Medical and First Aid Supplies	BX	1137	16644	CRX 12644	CS	Safeware-Mallory_Cortex 03-01-2018	1	41%	$ 28.59
50	H&H Medical Corporation	HH10	SFW HH10	Tactical Operators Response Kit	Medical and First Aid Supplies	EA	467	HH10	SFW HH10	EA	Safeware-Mallory_H&H Medical 03-01-2018	2	41%	$ 134.00
51	H&H Medical Corporation	MET GEN III	H&H MET GEN III	MET Gen III Windless Tourniquet	Medical and First Aid Supplies	EA	2066	MET GEN III	H&H MET GEN III	EA	Safeware-Mallory_H&H Medical 03-01-2018	2	41%	$ 34.81
52	Meridian Medical	11704-370-01	MER 11704-370-01	CYANOKIT 5g Hydroxocobalamin for Inject	Medical and First Aid Supplies	EA	120	11704-370-01	MER 11704-370-01	EA	Safeware-Mallory_Meridian Medical 03-06-2018	1	41%	$ 821.00
53	North American Rescue, LLC	30-0001	NAR 30-0001	Combat Application Tourniquet (CAT)	Medical and First Aid Supplies	EA	3025	30-0001	NAR 30-0001	EA	Safeware-Mallory_North American Rescue 03-01-2018	1	41%	$ 23.40
54	Z-MEDICA	BTK	ZMEDI-BTK	BTK BELT TRAUMA KIT	Medical and First Aid Supplies	EA	133	261	ZME BTK	EA	Safeware-Mallory_Z-Medica 02-26-2018	2	41%	$ 60.35
55	Z-Medica, LLC	200	ZME 200	QuickClot Combat Gauze	Medical and First Aid Supplies	EA	333	200	ZME 200	EA	Safeware-Mallory_Z-Medica 02-26-2018	1	41%	$ 31.00
56	Argus	APH05G/1	ARG APH05G/1	Public Order Helmet, GRP Shell, (Color) (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	22	APH05G/1 (1-5)	ARG APH05G/1 (1-5)	EA	Safeware-Mallory_Gentex Corporation 03-01-2018	2	41%	$ 265.33
57	Argus	017T/3	ARG 017T/3	Public Order Helmet, (T), Black/Blue (Sz)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	85	017T/3 (00, 0, 5)	ARG 017T/3 (00, 0, 5)	EA	Safeware-Mallory_Gentex Corporation 03-01-2018	1	41%	$ 211.14
58	Armadillo Merino	21011	ARM 21011	Panther, DK NVY L/S Crew Neck Shirt (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	55	21011-15-(SZ)	ARM 21011-15-(SZ)	EA	Safeware-Mallory_Armadillo Merino 03-01-2018	1	41%	$ 65.12
59	Armadillo Merino	21352	ARM 21352	Johnnies2, (Color) Mens Long John Bottom, (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	64	21352-15-(SZ)	ARM 21352-15-(SZ)	EA	Safeware-Mallory_Armadillo Merino 03-01-2018	2	41%	$ 50.10
60	Gamber Johnson	GJ-7170-0550	CDW GJ-7170-0550	Gamber Johnson 500 Arm w/Shallow Clevis	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	144	7170-0550	CDW GJ-7170-0550	EA	Safeware-Mallory_Safeware 03-01-2018	1	41%	$ 146.60
61	DMS	SLD1800INT	DMS SLD1800INT	Public Order Interlocking Long 6' shield	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	35	SLD1800INT	DMS SLD1800INT	EA	Safeware-Mallory_Scorpion PPE 03-07-2016	2	41%	$ 201.66
62	DMS	FTPM	DMS FTPM	Public Order Metatarsal Guard, (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	161	FTPM	DMS FTPM (SZ)	PR	Safeware-Mallory_Scorpion PPE 03-07-2016	1	41%	$ 32.78
63	DMS	SHP/ARM	DMS SHP/ARM	Public Order Shoulder/upper arm guard,(SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	164	SHP/ARM	DMS SHP/ARM (SZ)	PR	Safeware-Mallory_Scorpion PPE 03-07-2016	1	41%	$ 91.26
64	DMS	SHN/100	DMS SHN/100	Public Order Knee/shin guard, (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	181	SHN/100	DMS SHN/100 (SZ)	PR	Safeware-Mallory_Scorpion PPE 03-07-2016	1	41%	$ 73.14
65	DMS	THG/050	DMS THG/050	Public Order Thigh guard, (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	186	THG/050	DMS THG/050 (SZ)	PR	Safeware-Mallory_Scorpion PPE 03-07-2016	1	41%	$ 47.03
66	DMS	FRM/040	DMS FRM/040	Public Order Forearm/elbow guard (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	189	FRM/040	DMS FRM/040 (SZ)	PR	Safeware-Mallory_Scorpion PPE 03-07-2016	1	41%	$ 63.50
67	Yaffy	460	YAF 460	460 FR Public Order Pant	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	74	460 (SM-3X/HEIGHT)	YAF 460 (SM-3X/HEIGHT)	EA	Safeware-Mallory_Yaffy 03-07-2016	1	41%	$ 214.94
68	Yaffy	771	YAF 771	771 FR Public Order Jacket	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	96	771 (SM-3X/HEIGHT)	YAF 771 (SM-3X/HEIGHT)	EA	Safeware-Mallory_Yaffy 03-07-2016	2	41%	$ 255.88
69	Yaffy	771/460	YAF 771/460	771/460 Mens FR Public Order Jacket/Pant	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	110	771/460 (SZ)	YAF 771/460 (SZ)	EA	Safeware-Mallory_Yaffy 03-07-2016	3	41%	$ 470.82
70	3M	98009004155	3MCOM-98009004155	Law Enforcement Ballistic Helmet BA3A	Personal Protective Equipment (PPE)	EA	43	98009004155	MMM 98009004155	EA	Safeware-Mallory_3M LE Ceradyne 03-01-2018	1	41%	$ 234.00

71	3M Occupational Health & Safety	RBE-57	MMM RBE-57	Canister RBE-57, Hood 6 EA/Case	Personal Protective Equipment (PPE)	CS	92	70-0712-8776-0	MMM RBE-57	CS	Safeware-Mallory_3M Occupational Health & Safety 03-01-2018	41	41%	$ 286.16
72	Ansell Protective (formerly Trellborg)	47652009X-FOG	TRE 47652009X-FOG	Trellchem VPS Flash VaporSuit w/Anti-fog	Personal Protective Equipment (PPE)	EA	15	SG116354	TRE 47652009X-FOG	EA	Safeware-Mallory_Trellchem - Saint Gobain 03-01-2018	3	41%	$ 2,840.00
73	Armor Express	LTKXT BLACK	ARM LTKXT BLACK	Lighhawk X2 Carrier w/Level Quantum	Personal Protective Equipment (PPE)	EA	31	LTKXT20 BLK	ARM LTKXT BLACK	EA	Safeware-Mallory_Armor Express 03-01-2018	1	41%	$ 428.05
74	Armor Express	PLTARI3+236003	ARM PLTARI3+236003	Aries III A 10x12	Personal Protective Equipment (PPE)	EA	54	PLTARI3+236003	ARM PLTARI3+236003	EA	Safeware-Mallory_Armor Express 03-01-2018	1	41%	$ 488.00
75	ARMORED MOBILITY INC.	MAS3815	ARMMO-MAS3815	SHIELD MOBILE ARMORED 38IN X 15IN	Personal Protective Equipment (PPE)	EA	15	MAS-3815	SFW ARMMO-MAS3815	EA	Safeware-Mallory_Safeware 03-01-2018	11	41%	$ 2,677.00
76	Avon Protection Systems, Inc	70501-555	AVO 70501-555	C50 First Responder Kit	Personal Protective Equipment (PPE)	EA	256	70501-555	AVO 70501-555	EA	Safeware-Mallory_Avon Protection 03-01-2018	53	41%	$ 477.00
77	Avon Protection Systems, Inc	601347	AVO 601347	First Responder Kit includes C50	Personal Protective Equipment (PPE)	EA	627	601347	AVO 601347	EA	Safeware-Mallory_Avon Protection 03-01-2018	2	41%	$ 448.00
78	Avon Protection Systems, Inc	72601-229	AVO 72601-229	FM53 Twinport Spec Responder Kit MD	Personal Protective Equipment (PPE)	EA	214	72601-229	AVO 72601-229	EA	Safeware-Mallory_Avon Protection 03-01-2018	55	41%	$ 1,024.00
79	Avon Protection Systems, Inc	70501-188	AVO 70501-188	C50 Mask Assembly MD	Personal Protective Equipment (PPE)	EA	220	70501-188	AVO 70501-188	EA	Safeware-Mallory_Avon Protection 03-01-2018	53	41%	$ 311.00
80	Avon Protection Systems, Inc	71510-1	AVO 71510-1	CBRNF12B Filter	Personal Protective Equipment (PPE)	EA	697	72602-2	AVO 72602-2	EA	Safeware-Mallory_Avon Protection 03-01-2018	4	41%	$ 48.80
81	BLACKFOX TACTICAL	56GM00BK	BLAHA-56GM00BK	POUCH OMEGA ELITE GAS MASK BLK	Personal Protective Equipment (PPE)	EA	467	56GM00BK	BLA 56GM00BK	EA	Safeware-Mallory_Blackhawk 03-01-2018	64	41%	$ 38.00
82	Blauer MFG Co, Inc	HZ9420FVG	BLA HZ9420FVG 2X TALL	Multi-Threat Suit 2X Tall, Dual-Certified Protection for Hot Zone	Personal Protective Equipment (PPE)	EA	27	HZ9420FVG	BLR HZ9420FVG 2X TALL	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	1	41%	$ 2,102.10
83	Blauer MFG Co, Inc	TR9435-A	TR9435-A	XRT TRAINING SUIT W/AVON CLASS 3 SEAL, Extended Du	Personal Protective Equipment (PPE)	EA	67	TR9435AB	BLR TR9435-AB	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	4	41%	$ 255.00
84	Blauer MFG Co, Inc	WZ9435AB XRT	WZ9435AB XRT	Airboss glove system	Personal Protective Equipment (PPE)	EA	197	WZ9435AB	BLR WZ9435AB XRT	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	5	41%	$ 625.24
85	Blauer MFG Co, Inc	WZ9435AB XL REG GREY	BLR WZ9435AB XL REG GREY	XRT Ensemble, Grey, XL	Personal Protective Equipment (PPE)	EA	215	WZ9435AB	BLR WZ9435AB XL REG GREY	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	5	41%	$ 625.24
86	CERADYNE INC. ACO	BA3AC	CERIN-BA3AC	HELMET MAX PRO PASGT STYLE WITH	Personal Protective Equipment (PPE)	EA	133	MMM BA3AC	MMM 98009006762	EA	Safeware-Mallory_3M LE Ceradyne 03-01-2018	3	41%	$ 274.58
87	CERADYNE INC. ACO	DK6H150SHIELD	CERIN-DK6H150SHIELD	SHIELD FACE FIELD MOUNT	Personal Protective Equipment (PPE)	EA	133	DK6H150SHIELD	MMM 98009007240	EA	Safeware-Mallory_3M LE Ceradyne 03-01-2018	4	41%	$ 67.92
88	DuPont Personal Protection	TY120SWH3X002500	DPP TY120SWH3X002500	Tyvek Coverall, Zip Front, White, 3X (case of 25)	Personal Protective Equipment (PPE)	CS	5183	TY120SWH3X002500	DPP TY120SWH3X002500	CS	Safeware-Mallory_Dupont Personal Protection 03-01-2018	121	41%	$ 97.00
89	DuPont Personal Protection	TY120SWHXL002500	DPP TY120SWHXL002500	Tyvek Coverall, Zip Front, White, XL (case of 25)	Personal Protective Equipment (PPE)	CS	6650	TY120SWHXL002500	DPP TY120SWHXL002500	CS	Safeware-Mallory_Dupont Personal Protection 03-01-2018	122	41%	$ 85.75
90	Kappler	Z3H437-92	KAP Z3H437-92 (Size)	Zytron 300 Suit, NFPA certified	Personal Protective Equipment (PPE)	EA	802	Z3H437-92	KAP Z3H437-92 LG/XL	EA	Safeware-Mallory_Kappler 03-07-2018	8	41%	$ 89.78
91	Lion Group, Inc.	CBERSIS-10	LIO CBERSIS-10	Lion ERS Infection Disease Suit	Personal Protective Equipment (PPE)	EA	177	CBERSIS-10	LIO CBERSIS-10	EA	Safeware-Mallory_Lion Apparel 03-01-2018	1	41%	$ 521.34
92	Mine Safety Appliances Company	10026265	10026265	ESP Communications System for Advatage 1000 & Millenium	Personal Protective Equipment (PPE)	EA	67	10026265	MSA 10026265	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	74	41%	$ 278.20
93	Mine Safety Appliances Company	10051287	MSAIN-10051287	GAS MASK MILLENIUM MD	Personal Protective Equipment (PPE)	EA	67	10051287	MSA 10051287	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	98	41%	$ 379.20
94	Mine Safety Appliances Company	10051288	MSAIN-10051288	GAS MASK MILLENIUM LG	Personal Protective Equipment (PPE)	EA	100	10051288	MSA 10051288	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	98	41%	$ 379.20
95	Mine Safety Appliances Company	10046570	10046570	CBRN CANISTER	Personal Protective Equipment (PPE)	EA	1315	10046570	MSA 10046570	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	91	41%	$ 48.45
96	Protective Industrial Products PIP	804-3424	AFR 804-3424	R3 Kiwi USAR Certified Rescue Helmet, Lime Green	Personal Protective Equipment (PPE)	EA	53	804-3424	AFR 804-3424	EA	Safeware-Mallory_PIP Protective Industrial Pdts 03-01-2018	158	41%	$ 267.00
97	Protective Industrial Products PIP	804-3413	AFR 804-3413	R3 Kiwi USAR Certified Rescue Helmet Wht	Personal Protective Equipment (PPE)	EA	71	804-3413	AFR 804-3413	EA	Safeware-Mallory_PIP Protective Industrial Pdts 03-01-2018	158	41%	$ 245.00
98	Revision Military Ltd	4-0501-5236	REV 4-0501-5236	Viper P2 Full Cut Complete System, Black, LG	Personal Protective Equipment (PPE)	EA	24	4-0501-5236	REV 4-0501-5236	EA	Safeware-Mallory_Revision Military 03-01-2018	1	41%	$ 1,248.24
99	SAFARILAND LLC	674RODGRN	SAFAR-674RODGRN	PASGT Ballistic Helmet with Ratchet Retention	Personal Protective Equipment (PPE)	EA	232	1192083	PRO 1192083	EA	Safeware-Mallory_PROTECH Hard Armor 02-01-2017	18	41%	$ 412.00
100	SAFARILAND LLC	774RBLK	SAFAR-774RBLK	Delta 4 Ballistic Helmet with Ratchet Retention	Personal Protective Equipment (PPE)	EA	50	1162027	PRO 1162027	EA	Safeware-Mallory_PROTECH Hard Armor 02-01-2017	6	41%	$ 313.00
101	SAFETY FLAG CO	V041	RIV V041	PVC Safety Vest, 18x27in, Fluor Orange	Personal Protective Equipment (PPE)	EA	14256	CSV-ORG	RIV V041	EA	Safeware-Mallory_MCR Safety 03-01-2018	162	41%	$ 1.59
102	Scott Safety	045135	SCO 045135	CBRN Cap 1 Canister	Personal Protective Equipment (PPE)	EA	690	045135	SCO 045135	EA	Safeware-Mallory_Scott Safety 03-01-2018	2	41%	$ 43.58
103	Super Seer Corporation	S-5024 RK	SEE S-5024 RK	Retro-Fit Kit for Pre CPD 2005 Helmets	Personal Protective Equipment (PPE)	EA	2838	S-5024RK	SEE S-5024 RK	EA	Safeware-Mallory_Super Seer Corporation 03-07-2018	1	41%	$ 79.50
104	U.S. ARMOR CORPORATION	F500408	USARM-F500408	SOFT ARMOR FOR VEST CARRIER XLT III-A	Personal Protective Equipment (PPE)	EA	12	F500408	SFW USARM-F500408	EA	Safeware-Mallory_Safeware 03-01-2018	16	41%	$ 809.41
105	United Shield International, LLC	PST SC650-IIIA-BLKLG	USI PST SC650-IIIA-BLKLG	Helmet, PST SC 650 - Black - Large	Personal Protective Equipment (PPE)	EA	83	PST SC650-IIIA-BLKLG	USI PST SC650-IIIA-BLKLG	EA	Safeware-Mallory_United Shield 03-01-2018	6	41%	$ 244.70
106	United Shield International, LLC	PST SC650-IIIA-BLKMD	USI PST SC650-IIIA-BLKMD	Helmet, PST SC 650 - Black - Medium	Personal Protective Equipment (PPE)	EA	83	PST SC650-IIIA-BLKMD	USI PST SC650-IIIA-BLKMD	EA	Safeware-Mallory_United Shield 03-01-2018	6	41%	$ 244.70
107	United Shield International, LLC	SPA-+RIFLE-7X9	USI SPA-+RIFLE-7X9	Spartan Plate plus 3 rifle threats	Personal Protective Equipment (PPE)	EA	152	SPA-+RIFLE-7X9	USI SPA-+RIFLE-7X9	EA	Safeware-Mallory_United Shield 03-01-2018	7	41%	$ 211.76
108	United Shield International, LLC	PST SC650-IIIA-BLKLG	USI PST SC650-IIIA-BLKLG-DC	Helmet, PST SC650 - Level IIIA - Black, Large	Personal Protective Equipment (PPE)	EA	400	PST SC650-IIIA-BLKLG-DC	USI PST SC650-IIIA-BLKLG-DC	EA	Safeware-Mallory_United Shield 03-01-2018	8	41%	$ 227.05
109	United Shield International, LLC	PST SC650-IIIA-BLKMD	USI PST SC650-IIIA-BLKMD-DC	Helmet, PST SC650 - Level IIIA - Black, Medium	Personal Protective Equipment (PPE)	EA	400	PST SC650-IIIA-BLKMD-DC	USI PST SC650-IIIA-BLKMD-DC	EA	Safeware-Mallory_United Shield 03-01-2018	8	41%	$ 227.05
110	United Shield International, LLC	DK5-H.150S	USI DK5-H.150S	Integrated Riot Face Shield 6"	Personal Protective Equipment (PPE)	EA	1000	DK5-H.150S	USI DK5-H.150S	EA	Safeware-Mallory_United Shield 03-01-2018	3	41%	$ 71.76
111	Angel Armor, LLC	ANGARM-00003	ANG ANGARM-00003	Ballistic Door Panel, Dodge Sedan 1,	Physical Security Enchancement Equipment	EA	20	00003	ANG ANGARM-00003	EA	Safeware-Mallory_Angel Armor 03-01-2018	1	41%	$ 920.00
112	Condor Outdoor Products, Inc	201042-002	CON 201042-002	Sentry Plate Carrier, Black	Physical Security Enchancement Equipment	EA	667	201042-002	CON 201042-002	EA	Safeware-Mallory_Condor Outdoor Pdts 03-01-2018	6	41%	$ 29.80
113	Oil-Dri Corporation of America	IO1140-L50	OIL IO1140-L50	OIL-DRI 40# Oil & Grease Absorbent Bag	Spill Control and Containment	BG	1927	IO1140-L50	OIL I01140-G50-R1	BG	Safeware-Mallory_Oil-Dri Corporation of America 12-14-2017	1	41%	$ 8.89
114	JBC Safety	99095	SAF 99095	Traffic Cone 28In, 2 Refl Collars	Traffic Safety	EA	1087	99095	SAF 99095	EA	Safeware-Mallory_JBC Safety 01-26-2018	5	41%	$ 15.22
115	JBC Safety	RS90045CT3M64 MASSDOT	JBC RS90045CT3M64 MASSDOT	36in 10lb Traffic Cone.	Traffic Safety	EA	2625	RS90045CT3M64 MASSDOT	JBC RS90045CT3M64 LOGO	EA	Safeware-Mallory_JBC Safety 01-26-2018	4	41%	$ 16.65
116	Potters Industries LLC	MSRHB	SAF MSRHB	Mass Spec Regular Highway Beads	Traffic Safety	LB	146667	MSRHB	SAF MSRHB	LBS	Safeware-Mallory_Safeware 03-01-2018	7	41%	$ 0.39
117	Various	30-WIR	30-WIR	30 Minute Flare with Wire Stand	Traffic Safety	EA	26904	9430	30-WIR	EA	Safeware-Mallory_Safeware 03-01-2018	1	41%	$ 2.45

Technical Services Rates

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Flow Testing	Posichek Bench Test for the following Manufacturer's; Avon, Draeger, MSA, Scott & Survivair	Repairs & Batteries Not Included, Onsite Service fees may apply	$ 65.00	10%	$ 58.50	ea
Flow Testing-Interspiro	Posichek 3 Bench Test for the following Manufacturer's; Interspiro	Repairs & Batteries Not Included, Onsite Service fees may apply	$ 95.00	10%	$ 85.50	ea
Hydrostatic Testing	Pressure testing up to 4500 psi, includes devalving & o-ring replacement	Excludes refill; Pick-up and delivery fees may apply	$ 27.00	10%	$ 24.30	ea
Cylinder Refill 4500 psi	Breathable air cylinders up to 4500 psi	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	$ 8.00	10%	$ 7.20	ea
DOT Hydrostatic Testing	Hydrostatic testing 6000 lb	Hydro Testing	$ 75.00	10%	$ 67.50	ea
Cylinder Refill 6000 psi	Breathable air cylinders up to 6000 psi	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	$ 32.00	10%	$ 28.80	ea
Compressor Service 1 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluation, Parts & labor for 50hr preventative maintenance, (1) ea. Air sample, calibration & certification service. Additional repair fees not included.	$ 2,470.00	10%	$ 2,223.00	ea
Compressor Service 4 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluations performed quarterly, Parts & labor for 50hr preventative maintenance, (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	$ 3,895.00	10%	$ 3,505.50	ea
Compressor Service 12 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluations performed monthly, Parts & labor for 50hr preventative maintenance , (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	$ 5,415.00	10%	$ 4,873.50	ea
Air Sample	Breathable Air Testing, Grade D Air Quality	Air Sample Draw	$ 285.00	10%	$ 256.50	ea

Technical Services Rates

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Fit Testing , Qualitative	Respiratory Manual fit test service; Bitrex	Per Mask	$ 45.00	10%	$ 40.50	ea
Fit Testing, Quantitative	Respiratory Computer aided fit test service	Per Mask	$ 45.00	10%	$ 40.50	ea
Mask Cleaning	Cleaning & disinfecting of face mask only	Replacement parts not included	$ 50.00	10%	$ 45.00	ea
SCBA Cleaning	Clean, disinfect & inspection service includes Case	Replacement parts not included	$ 95.00	10%	$ 85.50	ea
Fire Hose Testing	Pressure Testing	Price per linear foot up to 4" hose	$ 0.95	10%	$ 0.86	LF
Fire Hose Repair	Nozzle & appliance repair	Call for Quote			$ -	ea
Fire Hose Coupling Repair	Hose recouping	Call for Quote			$ -	ea
Breather Box	Air Systems Breather Box service: Function test	(1) each Air sample certification & Calibration service	$ 350.00	10%	$ 315.00	ea
Level A Suit Testing	Pressure testing with annual certification	A Letter of decontamination certification must be attached to each suit prior to service	$ 105.00	10%	$ 94.50	ea
Evaluation	Evaluation Fee for Gas Detection service only- refused repair	Fee is waived if new instrument is purchased through Safeware	$ 75.00	10%	$ 67.50	ea
Calibration Service	Portable Gas Detection service to include preventative maintenance, calibration & software upgrades	Price based on standard 4 gas mix, Repair parts & labor not included	$ 95.00	10%	$ 85.50	ea
Fixed System Gas Detection	Preventative Maintenance , calibration & software upgrade	Price per sensor site; Onsite Service Fee will apply to this service, Repair parts & labor not included; Call for Quote			$ -	ea
Emergency Shelter Cleaning Small	Clean & disinfect; less then 350 sq foot deployment area	Pick up & delivery fees not included	$ 670.00	10%	$ 603.00	ea
Emergency Shelter Cleaning Medium	Clean & disinfect; 351 to 499 sq foot deployment area	Pick up & delivery fees not included	$ 950.00	10%	$ 855.00	ea
Emergency Shelter Cleaning Large	Clean & disinfect, 500+ sq foot deployment area	Pick up & delivery fees not included	$ 1,170.00	10%	$ 1,053.00	ea
Fixed Fall Protection Systems	Design, install & training service for Horizontal Lifeline/fixed system	Call for Quote			$ -	ea

Technical Services Rates

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Labor	Hourly Technician rate	Price per hour; billed in 15 minute increments	$ 95.00	10%	$ 85.50	ea
Rush Charge	Expedited repair service; per unit fee	Service is dependent upon part and technician availability. This charge is in addition to other applicable fees	$ 100.00	10%	$ 90.00	ea
Pick up/Delivery Fee	Per Occurrence Fee	Call for Availability	$ 150.00	10%	$ 135.00	ea
On-Site Service- Daily Rate	Customer site; per occurrence	Travel & accommodation fees not included. Please Call for availability	$ 650.00	10%	$ 585.00	ea
After Hour Response	After standard business hours: Emergency Hourly Response Fee	This charge is in addition to other applicable fees	$ 125.00	10%	$ 112.50	ea
Travel Rate	Hourly Travel Rate	Price per hour, per technician	$ 95.00	10%	$ 85.50	ea
Travel/ Lodging	Lodging Fee	Per night /Per technician	$ 200.00	10%	$ 180.00	ea
TRAVEL MILEAGE	Mileage Charge	Per Mile over 60 mile radius from Service Center	$ 0.62	10%	$ 0.56	ea

PLEASE NOTE THAT ALL SERVICES MAY NOT BE AVAILABLE IN ALL LOCATIONS. ONSITE SERVICE FEES MAY APPLY TO SERVICES LISTED. CONTACT YOUR LOCAL SERVICE CENTER FOR DETAILS.

Standard or Expedited Shipping costs are not included. Some material may require hazardous material shipping. Other rental equipment available, call for information

1. **In Section 20 (Ammunition/Less than Lethal Munitions) you indicate you can provide Less than Lethal Munitions. Do you provide Ammunition as well?**

Yes, we provide ammunition in addition to less than lethal munitions. We see this as a large growth area for the contract. We offer the following manufacturers:

Ammunition
Aguila Ammunition
Armscor
Barnes
Barrett
CCI/Speer
Century Arms
CorBon
Federal
Fiocchi Ammunition
FN America
FN America Law Enf
Frontier Cartridge
G2 Research
Gemtech
Glaser
Gorilla Ammunition Company LLC
Hornady
Magnum Research
Magtech
Nosler
Noveske
PMC
Prvi Partizan
Remington
RWS/Umarex
Sellier & Bellot
Sig Sauer
Silver State Armory
TulAmmo USA
Umarex
Weatherby
Winchester Ammunition

2. **How are the training programs you detail on page 44 provided? Is there a cost associated with these programs?**

The training programs detailed on page 44 & 45 are related to Safeware-Mallory's roll out plan for the contract for our employees and sales team. The vendor training will be for our own suppliers and there will not be a cost associated with these programs. There are training programs that we offer as added value to the contract, such as our nationwide webinars and fentanyl seminars which are all free to the customer.

The training programs on page 40 of the technical document (44 of the PDF) under the "Related Services" product category are detailed in the attached price list. We would like to clarify that all training classes are offered at a 10% discount and any corresponding product is offered at a 41% discount.

3. **Do all 80 sales representatives you mention on page 64 work with U.S. Communities currently? There is a large concentration of sales reps in Portland, OR. What are their roles?**

Yes, all 81 sales representatives currently work with U.S. Communities in some capacity. Safeware and Mallory have different sales structures. Mallory has more overall reps (almost 60), who work in multiple vertical markets, with a few select reps being 100% committed to USC sales. Everyone, however, has responsibility to the contract. Safeware, on the other hand, has a smaller sales force of 24 reps, but every one of our reps has full responsibility for USC customers.

There is a large concentration of sales reps in Portland, OR where Mallory's headquarters is located. The reps here are a mix of local territory reps and inside sales reps that operate a call center contacting smaller agencies in remote locations such as Montana, Idaho, and parts of Utah. We fly in a fully trained outside USC rep to handle the opportunity when we find an agency that has a need.

4. **On page 65 you indicate you are planning to add additional sales people. How many sales people do you plan to add in 2019, 2020, and 2021? Is there a way to better leverage the 80 existing sales people you list?**

There is a great learning curve to teach reps about government procurement and it is not simply a matter of adding bodies to our sales team. As called out in our proposal, we will add reps to dense areas where the contract is being used already in order to support further support contract sales. We expect to add 3-4 new contract specific reps between the two companies in each of the next 3 years in areas such as the Gulf, Florida, Texas, California, and New York. Since the submission of our proposal, Mallory has already hired an ex-LA County Sheriff as a rep for Los Angeles.

This contract is a joint venture of two companies that work extremely well together, but we are very different too. The Mallory sales team is leveraged into their large national industrial contracts with strong government leadership and business development in the government space. Safeware reps have a different role, largely contract focused. We feel that our existing sales reps are currently being utilized to appropriately support each company's business models and additional reps will be carefully chosen for their abilities to support the contract.

5. **On page 68 you indicate PEMA is a customer. Did they choose to utilize the U.S. Communities contract? If not, why not?**

Yes, the Pennsylvania Emergency Management Agency is a current customer, but they did not choose to utilize the USC contract. Their aversion to the contract does not have to do with Safeware as a company, nor with the scope of the contract, but rather dates back to the implementation of current state contracts and the utilization of such. While we have no information to indicate that PEMA will begin to use the contract, it is an ongoing goal of ours to continue to market the contract to them and present the benefits of USC over their state contracts.

6. **You indicate you have a GSA schedule 84 contract now. How does the pricing you've proposed compare to the pricing through that contract? Is the scope similar to what you've proposed?**

Yes, both Safeware and Mallory have small GSA Schedule 84 contracts. We do have to benchmark our pricing to offer the Federal government our best commercial price, but the pricing offered to the GSA and to USC is very similar. The scope is similar to what we have proposed, but much, much smaller. Mallory has items from 6 vendors on contract while Safeware has 11. While our proposed scope for USC includes all items on each of these manufacturer price lists, our GSA contracts contain only select items. We do not actively promote our GSA contracts to our state and local customers as we believe GSA should not be used for grant funded purchases since it is not a competed contract. Safeware's GSA business is mostly with three letter Agencies we already have relationships with and Mallory does most GSA business with the Department of Natural Resources.

7. **You indicate you have a NY HIRE contract now. How does the pricing you've proposed compare to the pricing through that contract?**

Yes, Safeware holds a NY HIRE contract, but it is a relatively small contract for us. It has changed greatly since its inception, and is no longer a multi-state cooperative as it once was, rather is used solely within the state of New York. We recently removed almost half of our offering from HIRE and our goal is to get off of HIRE altogether. We are slowly converting the state of NY to using USC, and New York City remains the main user. Our best public prices are still USC, and we check costs routinely to ensure that it remains so.

8. **How does the pricing you've proposed compare to the pricing through your existing U.S. Communities contract?**

The pricing we have proposed is the same pricing as our current USC contract pricing. Our price proposal represents our current selling prices, and we believe that we can continue to reduce those costs in future years. Over the last 6 ½ years as the contract holder, we have experienced price reductions from many of our vendors which we in turn pass along to our customers by lowering our own price lists.

9. **What changes have you proposed to improve upon the existing U.S. Communities contract?**

We believe that it takes years and years to become contract experts, and with almost 7 years of experience, we are getting great at it. We will bring change and improvement to the existing U.S. Communities contract through our expertise. Change is driven by growth and as we continue to grow, we gain relevance. Our strategic growth plan includes the following:

- *Vertical market penetration in new verticals such as*
  - *Aviation, helicopters!*
  - *Bombs*
  - *Corrections*
  - *Structural Firefighting*
  - *Fixed Systems,*
  - *Industrial Hygiene*
  - *Physical Security*
  - *Traffic Safety – State of Mass adopted USC as Traffic Contract*
  - *Public Works, Water Departments*

  - *Vending – great area of growth!*
- *Purchasing Education*
  - *Education about the contract is a large priority of ours. Multi-pronged approach, we feel comfortable to convert buyers through in-person meetings and presentations.*
    - *NIGP – booth near USC, importance on buyers, revealing benefits of contract.*
    - *Train suppliers, and sales team, so it is not just our company preaching the contract, but utilizing our suppliers to do this for us as well.*
    - *We were early adopters of USC summits, took lead by volunteering to host & speak at these summits.*
    - *Lunch & Learns on our own side to invite purchasers and end users to bridge gap—very effective process.*
- *National Sherriff's Association*
  - *We have recently signed an agreement with the National Sheriffs Association to participate in their new online portal called LE Supply Pro. We are, and will be, the only national distributor to participate. The portal gives us access to 7,000 Sheriffs across the country. In the agreement there is a provision to allow us to offer our U.S. Communities contract as the contract vehicle under the portal. Their plan is to open access to the portal to police and first responders in the future. We hope the portal will give us access to customers in rural areas where we may not have touch at this point.*
- *Horizontal penetration*
  - *We will continue to add resources in dense population areas like North Carolina, Florida, Georgia, and Texas.*
  - *There is tremendous opportunity in sparsely populated areas and we have made some great calls in New York, Tennessee, Kentucky, and Ohio where the contract is just gaining traction.*
- *Marketing and branding (Facebook, twitter, You tube)*
  - *Synergy between USC and our marketing*
  - *Use of social media, you tube videos, webinars, blogs, to aid in the continued focus with program managers on target customers in large areas*
  - *National Stop the Bleed Campaign – example of how we are using social media to advertise our contract through a national industry wide campaign.*
- *More added value content (blogs, seminars)*
- *Continued acceptance in the supply chain*
- *Common sense-word of mouth*
- *Vending – Great opportunity to change the market with this cost savings solution*

10. **What is the cost for the training services you detail on page 90?**

The training services detailed on page 90 are a duplication of the services provided in the Related Services product category of the scope. These classes are offered at a 10% discount off of Safeware-Mallory list price. The price list detailing such is attached.

11. **What is the cost for the consulting services you detail on page 92?**

Our consulting services are free-of charge value added services, such as the expertise and knowledge delivered by our sales reps. We have offered a free public order seminar to end users to educate on the need for proper public order gear. Educational classes will continue to be offered free of charge. Consulting services offered to end users for security solutions are value added and are included in the price of the solution.

Vending – the vending program is offered free to customers, in exchange for a marginal buying commitment. The prices for items within the vending machines would be 41% off of our list price for those items.

12. **What is the cost for the additional services detailed on page 96?**

These services detailed on page 96 such as respiratory repair and annual testing, gas detection calibration and repair, etc. are 10% off list price and are detailed in Attachment 1 of the Cost Proposal, USC Service Pricing.

13. **Do you provide kit creation services? If so, is there a charge for kit creation? How much kitting business is currently done through the U.S. Communities program?**

Yes, we provide kit creation services, but do not charge for kit creation as these costs would be included in our own overhead. Kit creation is an added value on a large purchase and will not be charged to customer. It is hard to provide an amount of kitting business that we currently drive through the U.S. Communities program, but we have done this frequently for many customers.

28. Trainers and Training Equipment

Training Equipment – 41% off List Price

Training Classes – 10% off List Price – see below

30. Related Services

Classroom or Onsite Training	Published Price	Discount	USC Price
Half Day	$ 975.00	10%	$ 877.50
Full Day	$ 1,500.00	10%	$ 1,350.00
Travel Rate Half Day	$ 487.50	10%	$ 438.75
Travel Rate Full Day	$ 750.00	10%	$ 675.00
SET Public Order Training*	$ 788.89	10%	$ 710.00

*SET Public Order Training - Foundation Course for Public Order & Crowd Management Policing (Basic/Intermediate) 4 day class. Price per student, minimum of 32 students per class.

Training Classes:

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Own OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Competent Person
- Fire Prevention & Fire Extinguishers
- First Aid CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse)
- Forklift Train the Trainer
- Hand & Portable Power Tools
- Hazard Communication/Right to Know
- Hazard Identification
- Hazardous Materials Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Team (initial and refresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Waste Management (initial and refresher)
- Hearing Conservation
- High Voltage Electrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockout/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest
- Law Enforcement Public Order Command Foundation Course
- Machine Guarding
- Material Handling
- Mobile Cranes & Rigging
- NFPA70E
- OSHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General Industry
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment

- Power Tool Safety
- PPE Hazard Assessments
- Respirator Fit-Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs
- Scaffold User
- Scaffold Competent Person
- Slinging and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Competent Person
- Work Zone Safety Supervisor

Training Classes Terms:
Maximum quantity of student varies with course.
Customized classes available.
Basic Training material included.
Additional equipment may be required and is not included in the rates.
Travel and Accommodations not included.
Half-day minimum.
Training facilities provided by customer.
Some courses may require multiple days.

Safeware®

Ms. Jamie Pun
Fairfax County
Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035

April 12, 2018

Subject: RFP 2000002547 Negotiations Response

Dear Ms. Pun:

Safeware, Inc. and Mallory Safety & Supply are delighted to have been selected as one of the top ranked offerors in response to RFP 2000002547, Public Safety and Emergency Preparedness Equipment and Related Services and will gladly address the negotiation issues brought up in the letter dated April 9, 2018. The issues are addressed in the following document.

Thank you again for the opportunity address these negotiation issues and we look forward to working with you further.

Regards,

Karla A Hyatt
Director of Government Contracts
Safeware, Inc.

Enclosures:
AttachmentC_PricingSheet_FINAL_2018-4-12.pdf
AttachmentC_MarketBasket_FINAL_2018-4-12.xlsx

1. **Please provide your firm's best and final offer (BAFO) on all discount rates for all product categories/manufacturers included in your cost proposal. Please provide a revised version of the Market Basket based on your BAFO.**

We are pleased and proud to offer U.S. Communities our best pricing as offered in our initial price proposal. We are confident that this pricing, which is currently available to every registered user of USC, provides end users with significant savings, though we are open to offer better pricing based on specific volumes, with specific items, with specific agencies. Please note the only change from our initial offer is to differentiate Training Equipment and Training Classes in Product Category #28, Trainers and Training Equipment as detailed in our Clarification Question Response dated March 28, 2018. All equipment in this category is offered at a 41% discount off of Catalog List and Training Classes at 10% off Catalog list.

The attached Market Basket remains unchanged from our initial offer. We have a documented history of providing better pricing for large quantity orders and continue to do so. We believe our offer represents our best public pricing but are certainly open to negotiate on specific opportunities.

2. **Does your firm offer any ecommerce rebates?**

Safeware-Mallory would like to propose a rebate program to encourage and incentivize eligible U.S. Communities customers to use electronic ordering and invoicing methods for the purpose of streamlining procurement and reducing transaction costs throughout the supply chain. The proposed program is as follows for each individual agency:

- If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided to the agency on purchases made through ecommerce.
- If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided to the agency on purchases made through ecommerce.

Conditions: The agency total purchases for the annual contract period must be greater than $20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated 3rd party marketplace where the customer's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

3. **Does your firm offer any volume rebates (for one-time large purchases or overall annual sales)?**

Safeware-Mallory routinely offers functional discounts on one-time large purchases. Sales greater than $20,000 may be eligible for additional price discounts from manufacturers and are flagged to indicate that additional price concessions should be sought from the manufacturer.

4. **Are there any other rebates or incentives you'd like to propose for U.S. Communities participants?**

Many Safeware-Mallory customers have their own rebates and incentives based upon customer requirements. Rather than offering a single program for all public agencies, we will continue to follow the incentives provided by individual customers. Such rebates are not formulaic, but we will work with each specific municipality to offer rebates specific to their purchase.

5. **Would any portion of your proposal change in the case of a dual award, such as your sales goals or other commitments made in your proposal?**

In order to better answer this question of how a dual award would affect our sales goals and commitments, we would need to have a better understanding of the type of proposed dual award. Some dual awards would have an extremely negative impact on our sales and projections, while others would have significantly less effect on our business and strategies.

While Safeware-Mallory is engaged in growing our U.S. Communities business across multiple market segments, we recognize that there may be complementary distribution that could potentially be considered in a dual award. For example, an award to an EMS supplier, a uniform company, a car video company, or an AED company would certainly impact our business in some capacity, but would unlikely trigger any change in the business strategy or sales goals made in our initial proposal.

On the other hand, there are some dual awards that could profoundly affect our potential sales and strategy. A company with little experience in state and local sales and no practical sales experience in the municipal space would likely spend the first year of the contract contacting current customers with a history of contract spend, and pursuing a market share of the business that has already been developed by Safeware-Mallory. This situation would force us to reallocate resources we would have directed to new customer outreach towards protecting our current interests and we would likely lose other business in the process. A dual award such as this would cause us to reconsider the sales goals and projections that we are proposing as it would dramatically affect our business. This would not be an issue in the case of a sole award as we can build on the goodwill we have developed with the current contract in the public sector.

By splitting business we have already developed between multiple awardees, our own sales would certainly be affected and contract growth would be discouraged. The lack of a clear sole source provider will potentially create conflict with many customers who currently rely on this justification to satisfy the obligation of their contracts to meet the burden of competition. We are routinely asked to document Safeware-Mallory's status as the sole awardee of this contract and our customers use this to demonstrate the legality of using our cooperative contract. With no sole source justification, many customers would not have the ability, based on their own procurement rules, to utilize the contract from either awardee.

While a dual award may seem to offer greater benefits to public agencies, we believe it could actually trigger some customers to seek additional quotes thus eliminating one of the major benefits of using the contract. There may be a point at which the benefits of a cooperative contract will be called into question, and the result may be a decision to simply compete the purchase in the open market since competition would be required anyway.

We would also like to reiterate the potential benefits of a sole source award to Safeware-Mallory. We have grown the contract over 270% in the public space over the past 6 ½ years and we believe that our forecast of $100 million in contract sales within the next five years is not only realistic, but represents a trajectory that we have already demonstrated. Safeware-Mallory has the following plans for future growth and expansion of U.S. Communities, supported by a well-established foundation.

- **Support of High Density Population Areas**
  - Over the past two years, Safeware began to shift resources to more populated areas. Currently, we have two sales representatives covering Florida and one in Texas but we expect to have several representatives in each state in the coming years. We plan to expand our team into the Gulf States and the heartland in the next few years as well. In general, we pair salespeople with population rather than geography but we plan to resource the contract with touch to more rural customers as well. On the west coast, Mallory has recently added a representative in Los Angeles to support this customer dense area.
- **Contact with Rural Customers**
  - We have historically been received graciously when making calls in rural areas and plan to combine phone sales with field reps closer to these areas to ensure penetration in the market here.

Safeware-Mallory has had success growing the contract based on the combination of several factors including knowledge in the fire, police, and safety/PPE markets as well as a strong knowledge of government procurement. We have two National Account Managers with over eight years of experience each on this contract. This experience has been the backdrop for our current success and we look forward to strong, sustained, and continued growth in the coming years. We would certainly invite and welcome a further dialog about our plans and strategies for growth, and how a dual award could affect those goals.

6. **Please confirm your understanding and agreement that for any software purchase, the County and U.S. Communities participants reserve the right to review and negotiate the license and maintenance terms and conditions prior to purchase and that your firm will provide full support for getting the negotiated license/maintenance agreement(s) executed by the County/U.S. Communities participants and the software publisher. Please confirm your agreement that your firm will obtain agreement from your software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.**

Safeware-Mallory recognizes that Fairfax County and U.S. Communities reserves the right to review the license and maintenance terms and conditions prior to any software purchase. Upon agency request, we will lend our full support towards the agencies wishes. We will, at the request of the agency, make best efforts to obtain agreement from our software publishers that their processes are for access purpose only and agree to pursue agreements that all terms and conditions referencing these processes will have no force or effect.

7. What is your firm's experience in addressing emergency response with public agencies?

We have a been responding to emergencies for customers for over 20 years and have the experiences to help agencies both plan for foreseeable emergencies such as hurricanes and respond to sudden ones like 9/11. Safeware-Mallory is on-call 24/7 to respond with products and solutions ready to rapidly deliver during any type of emergency response.

Our dedicated after hours emergency line puts customers in direct contact with a company officer to initiate emergency response. Recent customers including Federal Agencies, State Law Enforcement, and City Agencies have all utilized this number with requests for immediate supply of emergency equipment and our personnel was able to meet them at our local warehouse to pick up items such as flares, public order gear, and gas monitors. Whether it is after normal business hours, on weekends, or even holidays, our personnel are ready to assist.

One of the most recent disaster responses we were involved in includes the number of destructive hurricanes that devastated the Gulf area in the fall of 2017. Safeware worked closely with many public agencies to source quickly depleting supplies of necessary items to aid in the cleanup. We worked around the clock with county representatives in Miami-Dade to prepare for and handle the aftermath of hurricanes Harvey, Irving, and Maria. In the wake of Harvey, we played an instrumental role in outfitting a response team from Fairfax County. The devastation in the Houston area was so widespread that responders from all over the country were being deployed to aid in the cleanup. We received an email late on a Saturday afternoon from Deputy Chief Paul Ruwe of Fairfax County Fire and Rescue Department inquiring about Safeware's capacity in the Houston area. We quickly put him in touch with our rep in Katy, TX where the chief and other responders from FEMA were positioned and kept in contact all weekend helping him to source dry suits, throw bags, paddles, and more. Emergency response can be difficult for several reasons, including unpredictable circumstances, inter-agency communication, and disruption of normal shipping lines. Safeware understands these complications and worked with Chief Ruwe to meet his constantly changing needs as timelines shifted, delivery locations moved, and equipment supplies ran low. Chief Ruwe's words of gratitude speak volumes to Safeware's emergency response capabilities. He wrote, "I can't thank you enough for responding to my request for assistance on a weekend....Safeware's customer service and professionalism are second to none, thus the reason you were the first call I made."

Our long history of working with state and local agencies to help them quickly respond to all types of emergencies began with another Fairfax County Fire Chief, Chief Gaines, who called Safeware on the night of the Oklahoma City Federal Building Bombing in 1995. That very night, a team of Safeware employees met a team of Fairfax County Firefighters (the original FEMA taskforce) at the warehouse in Landover, MD to load a truck full of equipment being sent to Oklahoma to protect the responders. We still proudly display the letter of gratitude from Chief Gaines on the wall of our office as it is an excellent example of who we are as a company.

We offer the following highlights from our years of emergency response experience, excluding response to commercial and federal customers such as the PEPCO Oil Spill of 2000, Motiva Chemical Spill of 2001, to focus only on emergency responses with public agencies.

- **9/11 Attacks, 2001**
  - Ground Zero – Safeware had personnel and material arriving on site on the evening of September 11, 2001. We set up logistical points outside of the hot zone and provided emergency products around the clock to fire and police customers. We overcame the minimal existing supply chain and set up a conference call with every major respiratory manufacturer in the US at the Mayor's office in NYC resulting in the supply of truckloads of equipment to meet critical needs.
  - Pentagon – We provided the lead agency, Arlington County, with emergency equipment and set up a support team for the response. We worked closely with the Fairfax County USAR Team, and were the only supplier authorized to ship product into the hot zone.
  - Learned a lot about emergency procurement and the constraints of government purchasers in an emergency. We have used this experience to help direct and advise other agencies in all other emergency situations since.
- **Anthrax/Ricin Contamination Attacks, Washington, DC, 2001**
  - While most of our business was federal, we worked nights and weekends to provide emergency products to local responders inundated with white powder calls.
- **Hurricane Katrina, 2005**
  - Before the storm was nationwide news, Safeware received a call from Becky McKinney at Fairfax County alerting us to the severity of the disaster. We set up a logistical point in Columbus, MS where we were able to deliver truckloads of critical supplies such as hip waders, bottled water, propane, portable toilets and service, personal hygiene kits, flashlights, MREs, body bags, and even diapers and baby food which the federal government could not provide.
  - We were a key supplier to FEMA and MEMA during the days following the devastation in Mississippi and Louisiana, where we continued to earn a national reputation as a premier emergency response distributor.
- **Hurricane Sandy, 2012**
  - Many areas drew from existing caches of equipment and used us to replenish their stock. The supply chain was largely in place and we assisted with less emergency purchases and more contract and credit card buys. We received a requirement from FDNY for 55 complete sets of water rescue gear which was fulfilled and delivered in it's entirely to the emergency logistics center in Queens within 24-hours.
- **State of Michigan Flooding, August 2014**
  - State employees from State Emergency Operations Center were tasked with flood cleanup operations. Safeware was contacted after hours on a Saturday with an equipment list needed for clean-up. We sourced emergency shipments of the required kits and dispatched a truck to Michigan by Sunday morning. All purchases were made on the state contract. Local counties then used the same contract to purchase the same emergency equipment for their continued clean-up efforts.
- **Ebola Crisis, 2015**
  - Sent emergency supplies of PPE to customers all over the country, often next day air. Competitors had no inventory of DuPont suits, but due to our high annual volume of sales, we were able to source and supply our customers.
- **Zika Virus, 2016**
  - Miami Dade County procured emergency supplies such as insect repellent, wipes and sprays to protect employees and public

- **Hurricane Season, 2017**
    - Emergency supplies from all sorts of manufacturers were being reserved for Federal Response. Utilizing our widespread supply chain, we were able to source items for local responders, and coordinate shipping to hard to access areas.

On the west coast, Mallory is no stranger to emergency response either. Holding several contracts with various Public Agencies, Mallory pledges 2-hour emergency response, often deploying resources during wind and ice storms. We also have three customized trailers outfitted to both repair critical lifesaving equipment and with the ability to wash 800 respirators every 12 hours.

ATTACHMENT C
PRICING SHEET

DISCOUNT BY PRODUCT CATEGORY

Instructions:

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
Product Categories:							
Personal Protective Equipment (PPE)	Discount off of Catalog List	41%					
Explosive Device Mitigation and Remediation Equipment	Discount off of Catalog List	41%					
Environmental Monitoring	Discount off of Catalog List	41%					
CBRNE Search & Rescue Equipment	Discount off of Catalog List	41%					
Interoperable Communications Equipment	Discount off of Catalog List	41%					
Detection Equipment	Discount off of Catalog List	41%					
Decontamination Equipment	Discount off of Catalog List	41%					
Hazardous Materials Storage	Discount off of Catalog List	41%					
Spill Control and Containment	Discount off of Catalog List	41%					
Physical Security Enhancement Equipment	Discount off of Catalog List	41%					
Surveillance, Warning, Access/Intrusion Control	Discount off of Catalog List	41%					
Explosion Protection	Discount off of Catalog List	41%					
Fire and Emergency Response	Discount off of Catalog List	41%					
Traffic Safety	Discount off of Catalog List	41%					
Facility Safety and Maintenance	Discount off of Catalog List	41%					
Fall Protection and Confined Space	Discount off of Catalog List	41%					
Medical and First Aid Supplies	Discount off of Catalog List	41%					
CBRNE Reference Materials	Discount off of Catalog List	41%					
Automated External Defibrillators (AEDs)	Discount off of Catalog List	41%					

ATTACHMENT C
PRICING SHEET

DISCOUNT BY PRODUCT CATEGORY

Instructions:

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
Ammunition/Less than Lethal Munitions	Discount off of Catalog List	41%					
Civil Disturbance Gear	Discount off of Catalog List	41%					
Dive Gear/Underwater Recovery/Water Safety	Discount off of Catalog List	41%					
Police Fleet Management Products	Discount off of Catalog List	41%					
Law Enforcement Software	Discount off of Catalog List	41%					
Public Safety Aviation - Helicopters	Discount off of Catalog List	41%					
Public Safety Uniforms	Discount off of Catalog List	41%					
Vehicles	Discount off of Catalog List	41%					
Trainers and Training Equipment	Discount off of Catalog List	10% / 41%		Classes - 10%		Equipment/Product 41%	
Vending Solutions	Discount off of Catalog List	41%					
Related Services	Provide separate sheet for Related Services as indicated in Instructions.						
Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	Discount off of Catalog List	41%					

Supplier Name: Safeware, Inc. & Mallory Safety & Supply

Supplier Signature: Kayla Aflyatt

QUOTATION

Exhibit B

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10083069	
Order Date	Page
08/29/2025 08:18:31	1 of 5

Quote Expires On: 09/29/2025

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 132275

City of Sunrise Police Department
10440 West Oakland Park Blvd
Sunrise, FL 33351

Ship To:

City of Sunrise Police Department
10440 West Oakland Park Blvd
Sunrise, FL 33351

.

Requested By: Alfonso Gebbia

PO Number	*Taker*	*Email*
ENT Genetec VMS w/Servers & Failover 184269.8	Lori Orantes	lorantes@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	301-683-1212	301-683-1200
Sales Representative		
Peter Van Kirk		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				

Order Note:

Scope of Work
Proposal #184269.8 SAFEWARE - ENT Genetec VMS w/ Servers & Failover

Video System
Security 101 proposes to provide, install and configure a new Genetec Video Management System (VMS), with (1) recording and (1) failover video server with Enterprise licensing for the City of Sunrise Police Department.

The Genetec VMS will be licensed for 103 HD surveillance cameras which will all be tied to a new rack mounted, 96 terabyte storage and management server and a secondary 96TB failove server.

Server calculations are based off the following parameters:
- Camera quantity:103
- Resolution: 2MP (1920x1080)
- Recording: 100% motion
- FPS: 15
- Storage retention: 30-days

QUOTATION

Safeware, Inc.
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Order Number	
10083069	
Order Date	Page
08/29/2025 08:18:31	2 of 5

Quote Expires On: 09/29/2025

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					* Existing 120v, network connectivity, workstations, monitors, UPS', network racks will be utilized, assumed to be in good working order and meeting manufacture specifications. This quote does not include any field hardware such as cameras, cable, Workstations, POE Switches, etc. Head Ends 01. PSB/PD - 1st floor Server Room Video Server - 2 Streamvault™ Configure with Security Center 5.12.x (latest minor). Applies to all Streamvault™ appliances (Genetec – SV-CFG-GSC-5.12) Video Server - 2 Streamvault™ 2040E Series - 2U 15-Bay Appliance 96TB Raw RAID 6 1x Xeon Silver 4416+ 32GB RAM 2x 480GB M.2 SSD 8x 12TB 3.5" Enterprise HDDs 2x 1GbE RJ45 2x 10/25GbE SFP28 2x 1100W PSU Windows Server 2022 Standard 5 year next business day keep your hard drive warranty - Genetec™ Security Center pre-installed. License sold separately. (Genetec – SV-2040E-R15-96T-12-416) Client Workstation - 3 Existing or Customer Supplied Network Switch - 1 Existing or Customer Supplied UPS - 1 Existing or Customer Supplied Rack Unit - 1 Existing or Customer Supplied Video Software - 1 Genetec Security Center (GSC) Base Enterprise Package. Includes Synergis Enterprise Package with Access Manage support, Remote Security Desk, Badge Designer. Includes Omnicast Enterprise package with Archiving and Auxiliary Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences Camera Blocking, Camera Dewarping, Failover Cameras, Hardware Matrix Support, Time Zone, Edge recording, trickling and archive transfer, Keyboard and Joystick Support. Includes AutoVu Standard Package. Other features included: Threat Level module, Plan Manager Advanced for GIS Map servers with unlimited entities, a Standard			

QUOTATION

Safeware, Inc.
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08/29/2025 08:18:31	3 of 5

Quote Expires On: 09/29/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					package for Restricted Security Area Surveillance, Active Directory Integration, an authentication role, an Active Directory Federation services connection, and Failover Directory Role. (Genetec – GSC-BASE-E) Video Software - 1 Security Center 5.12 (Genetec – GSC-5.12) IP Camera License - 103 1 camera connection (Genetec – GSC-Om-E-1C) IP Camera License Support Agreement - 103 Genetec™ Advantage for 1 Omnicast Enterprise Camera – 1 year (Genetec – ADV-CAM-E-1Y)			
					Order Note: Billing and Payment Terms Two-phased billing: 1) Equipment & shipping will be invoiced once order is placed. 2) Labor & warranty will be invoiced on completion of work. Payment Terms are Net 30 unless otherwise stated. Report any billing discrepancies within 14 days of receipt. Reference the invoice number on your payment. Interest Fees and Other Penalties will be assessed for unpaid invoices as prescribed under the State Prompt Payment Statute for the site location.			
1.00	0.00	1.00	EA		PVANKIRK	EA	0.00	0.00
				1.0	For questions regarding this proposal	1.0		
					Please contact: Peter Van Kirk Safeware, Inc. National Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com			
103.00	0.00	103.00	EA		SEC ADV-CAM-E-1Y	EA	42.97	4,425.91
		Safeware Catalog Price:			108.06 ***Contract Discount:*** 41.00%		***Your Discount:***	60.00%
				1.0	Genetec Advantage for 1 Omnicast Enterpr	1.0		

QUOTATION

Safeware, Inc.
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Order Number	
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Order Date	Page
08/29/2025 08:18:31	4 of 5

Quote Expires On: 09/29/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					1 Year			
1.00	0.00	1.00	EA		SEC GSC-5.12	EA	0.00	0.00
				1.0	SECURITY CENTER 5.12	1.0		
					SECURITY CENTER 5.12			
1.00	0.00	1.00	EA		SEC GSC-BASE-E	EA	0.00	0.00
					Safeware Catalog Price: 10,593.22 ***Contract Discount:*** 41.00%	***Your Discount:***		100.00%
				1.0	Genetec Security Center Base Enterprise	1.0		
					Order Line Notes: Includes Synergis Enterprise Package with Access Manage support, Remote Security Desk, Badge Designer. Includes Omnicast Enterprise package with Archiving and Auxiliary Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, Camera Blocking, Camera Dewarping Failover Cameras, Hardware Matrix Support, Time Zone, Edge recording, trickling and archive transfer, Keyboard and Joystick Support. Includes AutoVu Standard Package. Other features included: Threat Level module, Plan Manager Advanced for GIS Map servers with unlimited entities, a Standard package for Restricted Security Area Surveillance, Active Directory Integration, an authentication role, an Active Directory Federation services connection, and Failover Directory Role.			
103.00	0.00	103.00	EA		SEC GSC-OM-E-1C	EA	234.38	24,141.14
					Safeware Catalog Price: 727.28 ***Contract Discount:*** 41.00%	***Your Discount:***		68.00%
				1.0	1 Camera Connection	1.0		
2.00	0.00	2.00	EA		SEC SV-2040E-R12-96T-12-514	EA	18,593.75	37,187.50
					Safeware Catalog Price: 42,504.90 ***Contract Discount:*** 41.00%	***Your Discount:***		56.00%
				1.0	Streamvault 2040E Series	1.0		
2.00	0.00	2.00	EA		SEC SV-CFG-GSC-5.12	EA	0.00	0.00
				1.0	Streamvault™ Configure with Security	1.0		
					Streamvault™ Configure with Security Center 5.12.x (latest minor). Applies to all Streamvault™ appliances			
1.00	0.00	1.00	EA		SEC 184269.7 INSTALL	EA	15,432.80	15,432.80
					Safeware Catalog Price: 18,848.44 ***Contract Discount:*** 10.00%	***Your Discount:***		18.00%

QUOTATION

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Order Number	
10083069	
Order Date	Page
08/29/2025 08:18:31	5 of 5

Quote Expires On: 09/29/2025

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
			1.0		INSTALLATION FEE	1.0		
1.00	0.00	1.00	EA		SEC 184269.7 WARRANTY	EA	1,978.36	1,978.36
		Safeware Catalog Price:			6,662.71 ***Contract Discount:*** 41.00%	***Your Discount:***		70.00%
			1.0		WARRANTY FEE	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
			1.0		OMNIA Contract #4400008468	1.0		
					Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Register with OMNIA at www.omniapartners.com/publicsector			

******Ask me about the leasing and financing options that Safeware offers!******

Sales Representative **:** pvankirk@safewareinc.com

Total Lines: 10

SUB-TOTAL:	83,165.71
TAX:	0.00
AMOUNT DUE:	**83,165.71**
	U.S. Dollars

Detail by Entity Name

Foreign Profit Corporation
SAFEWARE, INC.

Filing Information

Document Number	F03000003260
FEI/EIN Number	52-1152883
Date Filed	06/30/2003
State	MD
Status	ACTIVE

Principal Address

4403 Forbes Blvd
Lanham, MD 20706

Changed: 04/10/2020

Mailing Address

4403 Forbes Blvd
Lanham, MD 20706

Changed: 04/10/2020

Registered Agent Name & Address

INCORP SERVICES, INC.
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312

Name Changed: 06/19/2019

Address Changed: 03/17/2023

Officer/Director Detail

Name & Address

Title Chairman, Director

Simons, Edward A.
2775 Quarry Rd #273
Bryn Athyn, PA 19009

Title Treasurer, Secretary, Director

Glunz , Derek
601 Waverly Lane #52
Bryn Athyn, PA 19009

Title VP

Nairn Jr., Thomas J.
1657 Baltimore Annapolis Blvd
Arnold, MD 21012

Title VP

Bond, Richard L.
1740 Gunwood Place
Crofton, MD 21114

Title Director

Lee, L. Courtland
4403 Forbes Blvd
Lanham, MD 20706

Title Director

Simons, Hilary
4403 Forbes Blvd
Lanham, MD 20706

Title Director

Yelvington, Roger
4403 Forbes Blvd
Lanham, MD 20706

Title President, Director

Simons, M. Daric
703 Eachann Lane
Millersville, MD 21108

Title VP

Halterman , Darryl
41 Street Road
New Hope, PA 18938

Title Director

Del Monaco, Eric
4403 Forbes Blvd
Lanham, MD 20706

Annual Reports

Report Year	Filed Date
2021	03/19/2021
2022	01/06/2022
2023	04/28/2023

Document Images

04/28/2023 -- ANNUAL REPORT	View image in PDF format
01/06/2022 -- ANNUAL REPORT	View image in PDF format
03/19/2021 -- ANNUAL REPORT	View image in PDF format
04/10/2020 -- ANNUAL REPORT	View image in PDF format
06/19/2019 -- Reg. Agent Change	View image in PDF format
03/26/2019 -- ANNUAL REPORT	View image in PDF format
04/09/2018 -- ANNUAL REPORT	View image in PDF format
04/15/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
04/13/2015 -- ANNUAL REPORT	View image in PDF format
04/11/2014 -- ANNUAL REPORT	View image in PDF format
04/26/2013 -- ANNUAL REPORT	View image in PDF format
11/26/2012 -- Reg. Agent Change	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
02/25/2011 -- ANNUAL REPORT	View image in PDF format
01/29/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
05/30/2007 -- ANNUAL REPORT	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
04/21/2005 -- ANNUAL REPORT	View image in PDF format
01/12/2004 -- ANNUAL REPORT	View image in PDF format
06/30/2003 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Insurance

Item Number: 4C **Meeting Date:** 9/15/2025

City Reference Number (C#): C25200

Item Description:

A Resolution of the City of Sunrise, Florida, approving the Renewal of Various Excess Liability, Property, and Stop-Loss Workers' Compensation Insurance Coverages through the Florida Municipal Insurance Trust, Administered through the Florida League of Cities, incorporated, for the period of October 1, 2025 through September 30, 2026; authorizing the Risk Manager to amend coverages and adjust property claims; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
Various Departmental Budgets – Liability and Property Insurance

Amount:
$6,385,240.00
(Subject to FY 2025/2026 Budget Approval)

ATTACHMENTS:

ATY Resolution - C25200
Exhibit #1 - FMIT Renewal
Exhibit #2 - FMIT Premium Comparison

Background:
The Florida Municipal Insurance Trust ("FMIT"), which is administered by the Florida League of Cities, is an inter-governmental self-insurance pool authorized by Florida Statutes to specifically allow public entities to pool their insurance risks together. FMIT currently provides the City with extensive insurance coverage including Excess General Liability, Auto Liability, Auto Physical Damage, Police Professional Liability, Medical Malpractice Liability, Errors-Omissions Liability, Public Official's Liability, Property Insurance, Inland Marine Insurance, Excess Stop-loss Workers' Compensation Insurance, and Cyber-security Insurance.

The renewal includes $5,000,000 of general/professional/police and automobile liability protection with a $25,000 stop-loss liability deductible, a $500,000 self-insured retention on statutory excess workers' compensation coverage, and a $175,000,000 all-other-peril blanket property limit with a wind blanket sublimit of $75,000,000 protecting the estimated $713,000,000 in City property exposures. The $75,000,000 wind blanket sublimit approximates a 1:375-year return period under probable maximum loss catastrophe modeling. Stated differently, this means there is a 0.267% chance per year that a catastrophic category 5 hurricane will occur in our area causing this degree of damage. The named storm wind percentage deductible will be lowered with the renewal from 7.5% to 5%, which significantly reduces our potential out of pocket expenses. Additionally, indirect-loss coverages for business interruption and extra expense will be increased to $5,000,000, which will ensure there is adequate insurance for claims related to continuity of operations during prolonged periods of restoration. See Exhibit #1 for the FMIT Renewal Quote for 2025-2026.

Risk Management successfully secured a competitive renewal with a premium of $6,385,240, representing a net increase of $72,776 over the prior year's premium of $6,312,464, while remaining within the forecasted budget. See Exhibit #2 for the final proposed premiums in comparison to last year's actual premiums.

Staff recommends approving the renewal with FMIT, through the Florida League of Cities, for the contract period October 1, 2025 through September 30, 2026, and requests that the City Commission waive the City's competitive bid requirements for good cause pursuant to Section 5-173(c)(5) of the Code of the City of Sunrise, Florida due to favorable liability defense claim determinations, customized coverages, and FMIT is the largest and most financially robust inter-governmental self-insurance pool in in Florida.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Petyah Triche, Asst. Risk Manager Phone: (954) 572-2498

Department Head Name and Title:
Susan Nabors, Director of Finance & Administrative Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE RENEWAL OF VARIOUS EXCESS LIABILITY, PROPERTY, AND STOP-LOSS WORKERS' COMPENSATION INSURANCE COVERAGES THROUGH THE FLORIDA MUNICIPAL INSURANCE TRUST, ADMINISTERED THROUGH THE FLORIDA LEAGUE OF CITIES, INCORPORATED, FOR THE PERIOD OF OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026; AUTHORIZING THE RISK MANAGER TO AMEND COVERAGES AND ADJUST PROPERTY CLAIMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Municipal Insurance Trust (FMIT), administered through the Florida League of Cities, Incorporated, is an inter-governmental, self-insurance pool authorized by Florida Statutes to allow public entities to pool their insurance risks together; and

WHEREAS, FMIT currently provides the City with the following insurance coverages: Various Excess General Liability, Auto Liability, Auto Physical Damage, Police Professional Liability, Medical Malpractice Liability, Errors and Omissions Liability, Public Official's Liability, Property Insurance, Inland Marine Insurance, Stop-loss Workers' Compensation Insurance, and Cyber-security Insurance; and

WHEREAS, FMIT has provided the City excellent service for claims handling, advanced disaster recovery services, enhanced blanket coverage terms for property in the open, favorable liability defense determinations, member favorable coverage interpretations, favorable application of the named storm wind percentage deductible; and

WHEREAS, City staff has negotiated a competitive renewal offer at $6,385,240, which is $72,776 higher than last year's premium. The renewal will continue to provide enhanced cyber liability and breach response services with separate coverage limits, extended business interruption periods, additional coverage for electronic crime, fraudulent instruction, telephone fraud, and criminal reward. This renewal will continue to include satisfactory service with FMIT for claims handling, advanced disaster recovery services, enhanced blanket coverage terms, lower named storm percentage deducible, increased indirect loss coverages, and favorable liability defense determinations.

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

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The renewal of Excess General Liability, Auto Liability, Auto Physical Damage, Police Professional Liability, Medical Malpractice Liability, Errors and Omissions Liability, Public Official's Liability, Property Insurance, Inland Marine Insurance, and Stop-loss Workers' Compensation Insurance coverages, and coverage for wind driven rain, property damage mitigation, crisis management, enhanced cyber liability and breach response through the Florida Municipal Insurance Trust (FMIT), administered through the Florida League of Cities, Incorporated, for the period of October 1, 2025, through September 30, 2026, is hereby approved.

Section 3. Pursuant to Section 5-173(c)(5) of the Code of Ordinances of the City of Sunrise, Florida, the City's formal bidding procedures are waived for good cause for the reasons set forth in this Resolution and accompanying Agenda Item Request.

Section 4. The Risk Manager, or designee, is hereby authorized to execute any applications, forms, binders or documents necessary to effectuate coverage.

Section 5. The Risk Manager, or designee, is further authorized to amend insurance coverages as properties, vehicles, mobile equipment, and personnel are added or removed, to pay changes to premium due to increases or decreases in exposure basis, to pay final FMIT premium audits subject to a budget transfer, and to allocate excess budgeted funds if necessary or subject to a budget amendment approved by the City Commission.

Section 6. The Risk Manager, or designee, is further authorized to resolve property claims and to execute necessary forms to authorize FMIT's Property Turnkey Recovery Coverage to adjust large property claims within the City's flat deductibles or named-storm wind percentage deductibles, and is authorized to resolve non-covered insurance property claims for continuity of operations or restoration purposes, provided the claims arise from a named storm determined by the National Hurricane Center and work is performed by the FMIT's Property Turnkey Recovery Manager or their authorized sub-contractor, subject to availability of approved budgeted funds.

Section 7. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ___
GUZMAN: ___
KERCH: ___
SCUOTTO: ___
RYAN: ___

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

RECEIVED
08/20/25
RISK MANAGMENT

EXHIBIT #1

FMIT FLORIDA MUNICIPAL INSURANCE TRUST
Protecting the Communities We Call Home

RENEWAL QUOTE FOR 2025-2026

City of Sunrise

FMIT 0576

Coverage	Deductible	Limit	Premium
General/Professional Liability	$25,000	$5,000,000	$1,068,045
Cyber Liability	$25,000	$1,000,000	$8,713
Automobile Liability	$25,000	$5,000,000	$480,122
Automobile Physical Damage	Per Schedule		$43,414
		(All Other Peril limit)	
Property	$25,000	$175,000,000	$4,119,809 XXXXXXX
Named Storm Deductible	7.50% XXX	Wind Sublimit	
Lowered Wind Deductible	5% (See Option 2 next page)	$75,000,000	$4,465,400
Workers' Compensation	$500,000	Total Payroll	
Experience Modification 0.53	10/1/25	$116,990,558	$284,956
Business Interrruption Increased (See Option 3 next page)		$5,000,000	$10,200
Extra Expense Increased (See Option 4 next page)		$5,000,000	$24,400
TOTAL NET PREMIUM			$6,005,958 XXXXXXX
			$6,385,240

*Includes: Drug Free Credit: Yes ✓
Safety Credit: Yes ✓

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

***Please see next page for options if applicable.**

FMIT FLORIDA MUNICIPAL INSURANCE TRUST

*Protecting the **Communities** We Call **Home***

RENEWAL QUOTE FOR 2025-2026

City of Sunrise

FMIT 0576

DEDUCTIBLE / LIMIT OPTIONS

	Named Storm Deductible	*Annual Premium*	*Check Accepted*	*Option Rejected*
Property - Wind Coverage				
Option 1 - $75,000,000	**7.5%**	**$4,119,704**	O	O
Option 2 - $75,000,000 ✓ (approx. 1/375 year storm period)	5%	$4,465,400	✓	O
Property - Coverage Options	~~10%~~	~~$0~~	O	O
Option 3 - BI @ $5,000,000 ✓		$10,200	✓	O
Option 4 - Extra Expense @ $5,000,000 ✓		$24,400	✓	O

Please note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Property Coverage Agreement for applicable coverage terms, conditions, limits, and obligations.

Special Note: The Named Storm Deductible option will default to the expiring selection unless FMIT is notified otherwise by completing and returning this form to your Account Executive.

COVERAGE OPTIONS REVIEWED AND RECOMMENDED BY RISK MANAGEMENT:

BILL MASON, RISK MANAGER
AUGUST 20, 2025

Petyah Triche, Assistant Risk Mgr.
8/22/25

EXHIBIT #2

FMIT Excess Insurance - Premium Comparison
FY24/25 vs. FY25/26

Coverage Lines	FY24/25 Actual Premiums	FY25/26 Proposed Renewal Premiums	Difference between FY24/25 Actual Premiums vs. FY25/26 Proposed Renewal Premiums
General, Federal, Errors & Omissions, and Public Official Liability $5,000,000 Limit	$860,570	$886,776	$26,206
Law Enforcement Liability $5,000,000 Limit	$176,261	$181,269	$5,008
Cyber Liability $1,000,000 Limit	$8,269	$8,713	$444
Auto Liability $5,000,000	$417,516	$480,112	$62,596
Auto Physical Damage $3,000 Deductible	$37,751	$43,414	$5,663
Property 5% Named Storm Deductible $75,000,000 Limit Business Interruption $5,000,000 Limit Extra Expenses $5,000,000 Limit	$4,577,565	$4,500,000	($77,565)
Excess Workers' Compensation $500,000 SIR	$234,532	$284,956	$50,424
TOTALS	**$6,312,464**	**$6,385,240**	**$72,776**

PREMIUMS REVIEWED AND RECOMMENDED BY RISK MANAGEMENT:

BILL MASON, RISK MANAGER
AUGUST 20, 2025

Petyah Triche, Assistant Risk Mgr.
8/22/25

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4D **Meeting Date:** 9/15/2025

City Reference Number (C#): C25201

Item Description:

A Resolution of the City of Sunrise, Florida, to award Bid No. 25-69-07-HR for Printing Services, Citywide to DAX Copying and Printing, Inc. as the primary vendor and Glorified Printing, Inc as the secondary vendor; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
Various Departmental Accounts

Amount:
$130,000.00 - Estimated Annual Expenditure
Contract Valid September 15, 2025 – September 14, 2028

Not to exceed budgeted funds for FY2024/2025
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:

ATY Resolution - C25201
Bid Tabulation
Sunbiz - Dax Copying and Printing, Inc.
Sunbiz - Glorified Printing, Inc

Background:
The City of Sunrise requires a qualified vendor to provide citywide printing services on an as-needed basis. The printing services include, but are not limited to, the printing of letterheads, business cards, envelopes, permit applications, specialized documents, door hangers, brochures; Leisure Services flyers, post cards, multi-part forms, and other miscellaneous printing jobs for all City departments. In June 2025, the City's vendor, T.T. & S., Inc. notified us that they were closed and no longer able to provide services to the City.

The City issued Bid No. 25-69-07-HR which broadcasted to the 102 vendors registered under the corresponding commodity codes. The bid opened on August 13, 2025 and three (3) bids were received. Following the evaluation by the Purchasing Office, it is recommended to award to the lowest responsive and responsible bidder, DAX Copying and Printing, Inc. as primary vendor, and also to the second lowest responsive and responsible bidder, Glorified Printing, Inc as secondary vendor. The third vendor was deemed non-responsive as they failed to meet the minimum requirements of the Bid documents and they did not bid on all line items. A total of three Sunrise vendors were invited to bid and the primary vendor, DAX Copying and Printing, Inc, is a Sunrise vendor.

The bid price offered by DAX Copying and Printing, Inc. for the City's estimated services is $130,621.00, which is higher than the previous vendor; however, awarding to a primary vendor and a secondary vendor will ensure additional support to the City and allow for price comparison for needed services. Staff conducted research on alternative printing service options, including the South Florida NIGP Cooperative and ODP Business Solutions; however, none resulted in a viable option. All references were favorable for both vendor’s performance on similar contracts with other municipalities.

The initial contract period shall be for three (3) years commencing upon City Commission award, with three (3) optional one (1) year renewals. Pricing for all services under this Bid shall remain firm for the first three (3) years; however, this bid allows for an annual price adjustment at time of renewal, not to exceed 5%, in accordance with the Consumer Price Index as promulgated by the Bureau of Labor Statistics, U.S. Department of Labor.

DAX Copying and Printing, Inc.'s office is located in the City of Sunrise.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 9545722202

Department Head Name and Title:
Susan Nabors, Director of Finance and Administrative Services

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City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 25-69-07-HR FOR PRINTING SERVICE, CITYWIDE TO DAX COPYING AND PRINTING, INC. AS THE PRIMARY VENDOR AND GLORIFIED PRINTING, INC AS THE SECONDARY VENDOR; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of Bid No. 25-69-07-HR for Printing Services, Citywide to DAX Copying and Printing, Inc. as the primary vendor and Glorified Printing, Inc as the secondary vendor is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to extend or renew the award, in accordance with the terms of the bid.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Vendor Name: **DAX Copying and Printing, Inc.** **Glorified Printing, Inc**

SECTION 1: CARDS AND BUSINESS CARDS– ONE COLOR PRINTING

EST. QTY	ITEM NO.	DESCRIPTION	PRICE PER BOX	TOTAL COST	PRICE PER BOX	TOTAL COST
120 BOXES	A.	BUSINESS CARDS - 3-1/2" x 2", ONE COLOR (PANTONE 288 INK) ON 110# INDEX (INCLUDING TYPESETTING, METAL OR PAPER PLATES, CITY LOGO, ETC.) 500/BOX	$ 25.00	$ 3,000.00	$ 25.36	$ 3,043.20
4 BOXES	B.	BUSINESS CARDS - 3-1/2" x 2", ONE COLOR (PANTONE 288 INK) ON 110# INDEX (INCLUDING TYPESETTING, METAL OR PAPER PLATES, CITY LOGO, ETC.) PRINTED TWO SIDES 500/BOX	$ 35.00	$ 140.00	$ 31.45	$ 125.80
20 BOXES	C.	BUILDING DEPT. BUSINESS CARDS - ASTROBRIGHT (OR EQUAL) CELESTIAL BLUE #65 COVER, PRINTED 2 SIDES, BLACK INK. 500/BOX	$ 38.00	$ 760.00	$ 35.00	$ 700.00
10 BOXES	D.	POLICE DEPARTMENT NIGHT BEAT/DAY WATCH CARDS - PRINTED ON 110# INDEX, 2 ½" x 4 ⅝", PRINTED 2 SIDES IN BLACK INK. 500/BOX	$ 35.00	$ 350.00	$ 63.43	$ 634.30
1 BOX	E.	POLICE DEPARTMENT VICTIM ASSISTANCE CARDS - PRINTED ON 110# INDEX, 3 ½" x 4", PRINTED 2 SIDES IN BLACK INK, CENTER FOLD. 500/BOX	$ 40.00	$ 40.00	$ 58.43	$ 58.43
10 BOXES	F.	POLICE DEPARTMENT PARKING VIOLATION WARNING CARDS - PRINTED ON 110# INDEX, 4 ¼" x 8 ½", PRINTED ONE SIDE IN BLACK INK. 500/BOX	$ 30.00	$ 300.00	$ 63.34	$ 633.40
TOTAL AMOUNT SECTION 1 (ITEMS A THRU F)				$ 4,590.00		$ 5,195.13

SECTION 2: LETTERHEAD AND FORMS, PRINTED IN PANTONE 288 INK, UNLESS OTHERWISE SPECIFIED.

EST. QTY	ITEM NO.	DESCRIPTION	PRICE PER BOX	TOTAL COST	PRICE PER BOX	TOTAL COST
150 BOXES	A.	ONE COLOR CITY LOGO LETTERHEAD OR MEMO 8½" X 11" ON 20# STOCK (WHITE)Y 500/BOX	$ 45.00	$ 6,750.00	$ 63.03	$ 9,454.50
15 BOXES	B.	ONE COLOR PRINTING ON SINGLE PAGE 5½"x8½" ON 20# STOCK WHITE 500/BOX	$ 30.00	$ 450.00	$ 38.35	$ 575.25
2 BOXES	C	ONE COLOR PRINTING 6½" x 3½" ON 20# WHITE STOCK 500/BOX	$ 30.00	$ 60.00	$ 69.50	$ 139.00
2 BOXES	D.	ONE COLOR PRINTING 7" x 8½ ON 20# STOCK WHITE 500/BOX	$ 30.00	$ 60.00	$ 61.47	$ 122.94
2 BOXES	E.	ONE COLOR PRINTING 8½" X 14" ON 20# STOCK WHITE 500/BOX	$ 55.00	$ 110.00	$ 113.03	$ 226.06
3 BOXES	F.	ONE COLOR PRINTING 8½"x22" ON 20# STOCK WHITE 500/BOX	$ 275.00	$ 825.00	$ 134.76	$ 404.28
TOTAL AMOUNT SECTION 2 (ITEMS A THRU F)				$ 8,255.00		$ 10,922.03

SECTION 3: ENVELOPES AND ADDRESS LABELS, PRINTED IN PANTONE 288 INK, UNLESS OTHERWISE SPECIFIED.

EST. QTY	ITEM NO.	DESCRIPTION	PRICE PER BOX	TOTAL COST	PRICE PER BOX	TOTAL COST
150 BOXES	A.	**#10 REGULAR ENVELOPES, 24#, WHITE WOVE, MAC ENVELOPES OR EQUAL**, PRINTED ONE COLOR (PANTONE 288) W/CITY LOGO – 500/BOX	$ 55.00	$ 8,250.00	$ 111.42	$ 16,713.00
250 BOXES	B.	**#10 WINDOW ENVELOPES, 24#, WHITE WOVE, MAC ENVELOPES OR EQUAL**, PRINTED ONE COLOR (PANTONE 288) CITY LOGO. 500/BOX	$ 60.00	$ 15,000.00	$ 118.56	$ 29,640.00
4 BOXES	C.	SMALL ENVELOPES – 3¾ X 6¾ 24# LB STOCK, PRINTED ONE COLOR (PANTONE 288) CITY LOGO – 500/BOX	$ 55.00	$ 220.00	$ 118.33	$ 473.32
10 BOXES	D.	BROWN KRAFT CATALOG ENVELOPES-9½x12½ BLACK INK W/CITY RETURN ADDRESS – 500/BOX	$ 175.00	$ 1,750.00	$ 210.47	$ 2,104.70
38 BOXES	E.	ADDRESS LABELS-4¼"X 3⅜"- PRESSURE SENSITIVE LABELS (FASTRACK PERMANENT OR EQUAL) PRINTED IN PANTONE 288 INK. VARIOUS RETURN ADDRESSES – 500/BOX	$ 50.00	$ 1,900.00	$ 103.23	$ 3,922.74
TOTAL AMOUNT SECTION 3 (ITEMS A THRU E)				$ 27,120.00		$ 52,853.76

Vendor Name: **DAX Copying and Printing, Inc.** **Glorified Printing, Inc**

SECTION 4: MULTIPART FORMS – ONE COLOR EITHER PANTONE 288 OR BLACK INK (PRICE TO INCLUDE GLUING, PERFORATING, ETC).

2 PART NCR OR EQUAL

QTY	ITEM NO.	DESCRIPTION	PRICE PER BOX	TOTAL COST	PRICE PER BOX	TOTAL COST
50 BOXES	A.	8½" X 11" PRINTED ONE SIDE – 500/BOX	$ 120.00	$ 6,000.00	$ 119.49	$ 5,974.50
14 BOXES	B.	5½" X 8½" PRINTED ONE SIDE – 500/BOX	$ 60.00	$ 840.00	$ 70.27	$ 983.78
4 BOXES	C.	7½" X 8½" PRINTED ONE SIDE 500/BOX	$ 104.00	$ 416.00	$ 119.49	$ 477.96
				$ 7,256.00		$ 7,436.24

3 PART NCR OR EQUAL

QTY	ITEM NO.	DESCRIPTION	PRICE PER BOX	TOTAL COST	PRICE PER BOX	TOTAL COST
250 BOXES	D.	8½" X 11" PRINTED ONE SIDE – 500/BOX	$ 184.00	$ 46,000.00	$ 165.20	$ 41,300.00
12 BOXES	E.	5½" X 8½" PRINTED ONE SIDE – 500/BOX	$ 95.00	$ 1,140.00	$ 105.61	$ 1,267.32
2 BOXES	F.	5 ½" x8 ¼" PRINTED ONE SIDE – NUMBERED – 500/BOX	$ 130.00	$ 260.00	$ 107.86	$ 215.72
6 BOXES	G.	7½" X 8½" PRINTED ONE SIDE – 500/BOX	$ 118.00	$ 708.00	$ 165.20	$ 991.20
				$ 48,108.00		$ 43,774.24

4 PART NCR OR EQUAL

QTY	ITEM NO.	DESCRIPTION	PRICE PER BOX	TOTAL COST	PRICE PER BOX	TOTAL COST
30 BOXES	H.	1. 8½" X 11" – 500/BOX	$ 198.00	$ 5,940.00	$ 197.77	$ 5,933.10
24 BOXES	I.	2. 5½" X 8½" – 500/BOX	$ 139.00	$ 3,336.00	$ 126.13	$ 3,027.12
4 BOXES	J.	3. 7½" X 8½" – 500/BOX	$ 126.00	$ 504.00	$ 197.77	$ 791.08
				$ 9,780.00		$ 9,751.30

5 PART NCR OR EQUAL

QTY	ITEM NO.	DESCRIPTION	PRICE PER BOX	TOTAL COST	PRICE PER BOX	TOTAL COST
30 BOXES	K.	1. 8½" X 11" – 500/BOX	$ 247.00	$ 7,410.00	$ 252.54	$ 7,576.20
10 BOXES	L.	2. 5½" X 8½" – 500/BOX	$ 175.00	$ 1,750.00	$ 152.78	$ 1,527.80
6 BOXES	M.	3. 7½" X 8½" – 500/BOX	$ 157.00	$ 942.00	$ 252.54	$ 1,515.24
TOTAL AMOUNT SECTION 4 (ITEMS A THRU M)				$ 10,102.00		$ 10,619.24

SECTION 5: MULTIPART BOOKS- MINIMUM OF 20 BOOKS PER ORDER – ONE COLOR EITHER PANTONE 288 OR BLACK INK (PRICE TO INCLUDE GLUING, PERFORATING, ETC).

QTY	ITEM NO.	DESCRIPTION	PRICE PER BOOK	TOTAL COST	PRICE PER BOOK	TOTAL COST
100 BOOKS	A.	2 PART NCR 5½"X 8½"-STAPLED, GLUED & PERFORATED-FRONT & BACK COVER, PLUS INSERT, 25 SETS/BOOK-FINISHED SIZE IS 5½" x 9", INCLUDING ½" FOR PERFORATION	$ 6.75	$ 675.00	$ 4.90	$ 490.00
380 BOOKS	B.	3 PART NCR 5½"X 8½"-STAPLED, GLUED & PERFORATED-FRONT & BACK COVER, PLUS INSERT, 25 SETS/BOOK-FINISHED SIZE IS 5½" x 9", INCLUDING ½" FOR PERFORATION	$ 9.00	$ 3,420.00	$ 9.34	$ 3,549.20
200 BOOKS	C.	3 PART NCR 5½"X 8½"-STAPLED, GLUED & PERFORATED-FRONT & BACK COVER, PLUS INSERT, 25 SETS/BOOK-FINISHED SIZE IS 5½" x 9", INCLUDING ½" FOR PERFORATION - NUMBERED	$ 9.25	$ 1,850.00	$ 9.98	$ 1,996.00
200 BOOKS	D.	4 PART NCR 5½"x 8½" - STAPLED, GLUED & PERFORATED, FRONT & BACK COVER, PLUS INSERT, 25 SETS/BOOK-FINISHED SIZE IS 5½"x 9", INCLUDING ½" FOR PERFORATION	$ 10.00	$ 2,000.00	$ 13.43	$ 2,686.00
20 BOOKS	E.	5 PART NCR 5½"x 8½" STAPLED, GLUED & PERFORATED, FRONT & BACK COVER, PLUS INSERT, 25 SETS/BOOK, FINISHED SIZE IS 5½"x 9", INCLUDING ½" FOR PERFORATION	$ 12.00	$ 240.00	$ 12.17	$ 243.40
TOTAL AMOUNT SECTION 5 (A THRU E)				$ 8,185.00		$ 8,964.60

Vendor Name: **DAX Copying and Printing, Inc.** **Glorified Printing, Inc**

SECTION 6: SPECIALIZED PRINTING ITEMS

QTY	ITEM NO.	DESCRIPTION	PRICE PER BOX	TOTAL COST	PRICE PER BOX	TOTAL COST
20 BOXES	A.	DOOR HANGERS-APPROX. 3¾" x 8½" WITH CUTOUT PRINTED ONE SIDE ON INDEX WITH FLORESCENT COLOR – 500/BOX	$ 75.00	$ 1,500.00	$ 133.98	$ 2,679.60
20 BOXES	B.	DOOR HANGERS-APPROX. 3¾" x 8½" WITH CUTOUT PRINTED TWO SIDED ON INDEX WITH FLORESCENT COLOR – 500/BOX	$ 90.00	$ 1,800.00	$ 138.30	$ 2,766.00
6 BOXES	C.	VIOLATION NOTICES – 5"X 7", - PRESSURE SENSITIVE PERMANENT FASTRACK OR EQUAL PRINTED BLACK INK ON VARIOUS FLORESCENT COLOR STOCK – 500/BOX	$ 125.00	$ 750.00	$ 127.21	$ 763.26
4 BOXES	D.	VIOLATION NOTICES-8½"X 11" - PRESSURE SENSITIVE PERMANENT FASTRACK OR EQUAL PRINTED BLACK INK ON VARIOUS FLORESCENT COLOR STOCK. – 500/BOX	$ 240.00	$ 960.00	$ 435.00	$ 1,740.00
8 BOXES	E.	BUILDING PERMIT CARDS-PRINTED 3 COLOR (RED, BLUE & BLACK) on 8½" x 14" INDEX, PRICE TO INCLUDE INK WASH AND METAL PLATE– 500/BOX	$ 190.00	$ 1,520.00	$ 194.85	$ 1,558.80
18 BOXES	F.	ITEM: POLICE BROCHURE STOCK: 8.5 X 14 20# WHITE BOND - PRINT: 2 SIDED 1/1 BLACK PRINT, BINDERY: DOUBLE PARALLEL FOLD	$ 65.00	$ 1,170.00	$ 95.05	$ 1,710.90
2 BOXES	G.	BUILDING STOP WORK ORDER-5½"x3¼"- PRESSURE SENSITIVE, REMOVABLE, STARLINER OR EQUAL, FLORESCENT COLOR – 500/BOX	$ 75.00	$ 150.00	$ 107.45	$ 214.90
60 BOXES	H.	UTILITY BILL INSERTS APPROX. 3½" x 7" ON 80# GLOSSY RECYCLED STOCK – 500/BOX	$ 25.00	$ 1,500.00	$ 67.81	$ 4,068.60
1 BOX	I.	POLICE DEPARTMENT INFORMATION CARDS 3¼"X 7½", PRINTED ON WHITE INDEX -PER BOX (500/BOX)	$ 25.00	$ 25.00	$ 45.41	$ 45.41
1 BOX	J.	POLICE DEPARTMENT INFORMATION CARDS 3¼"X 7½", PRINTED ON WHITE INDEX -PER BOX (500/BOX)	$ 25.00	$ 25.00	$ 33.66	$ 33.66
10 BOXES	K.	METER TAGS-5½"X 4¼"- PRINTED 2 COLOR (BLACK/RED) ON 20# BOND, LAMINATED 3ML, SINGLE HOLE PUNCH – 500/BOX	$ 110.00	$ 1,100.00	$ 110.90	$ 1,109.00
10 BOXES	L.	ROLLS PRESSURE SENSITIVE PERMANENT 3"X7/8" LABELS - PRINTED ON FLORESCENT BRIGHT ORANGE, BLACK INK.- 500/BOX	$ 65.00	$ 650.00	$ 90.25	$ 902.50
15 BOXES	M.	POST CARDS 6"X 4¼" ON YELLOW INDEX-BLACK INK PRINTED 2 SIDES – 500/BOX	$ 40.00	$ 600.00	$ 66.55	$ 998.25
5 BOXES	N.	INSPECTION LOGS – 5"X 7¾" ON WHITE INDEX, BLACK INK, PRINTED 1 SIDE, 3 HOLE PUNCH – 500/BOX	$ 90.00	$ 450.00	$ 76.08	$ 380.40
2 BOXES	O.	POLICE DEPARTMENT COURTESY NOTICE DOOR HANGERS - TWO PART, PRINTED BLACK INK - FIRST PART IS WHITE NCR, 4¼" x 8½", COATED ON BACK PRINTED ONE SIDE. SECOND PART IS YELLOW 110# INDEX, 4¼" x 11", COATED ON FRONT, PRINTED TWO SIDES WITH DIE CUT - 500/BOX	$ 125.00	$ 250.00	$ 179.13	$ 358.26
5 BOXES	P.	POLICE DEPARTMENT CERTIFICATE OF ACHIEVEMENT, 8 ½" X 11" PRINTED ONE SIDE IN BLUE INK ON **WAUSAU ASTROPARCHE PARCHMENT OR EQUAL, 60# TEXT**, IN BLUE INK – 500/BOX	$ 50.00	$ 250.00	$ 142.00	$ 710.00
1 BOX	Q.	POLICE DEPARTMENT EVIDENCE LABEL 5 ½" X 8 ½:" PRINTED ONE SIDE IN BACK INK ON WHITE OFFSET - PRESSURE SENSITIVE LABEL – 500/BOX	$ 90.00	$ 90.00	$ 142.00	$ 142.00
5 BOXES	R.	POLICE DEPARTMENT NO 6 COIN MANILLA ENVELOPE 3 3/8" x 6" PRINTED ONE SIDE IN BLACK INK. – 500/BOX	$ 90.00	$ 450.00	$ 217.42	$ 1,087.10
5 BOXES	S.	POLICE DEPARTMENT – EVIDENCE ENVELOPE – MANILLA – 9 ½" x 12 ½" PRINTED ONE SIDE BLACK INK. CATALOG ENVELOPE 28# ENVELOPE – 500/BOX	$ 175.00	$ 875.00	$ 246.90	$ 1,234.50
1 BOX	T.	PLANNING & DEVELOPMENT PERMIT CARDS, 8 ½" x 11" ON WHITE INDEX, PRINTED BLACK INK – 500/BOX	$ 50.00	$ 50.00	$ 92.00	$ 92.00
20 BOXES	U.	PUBLIC SERVICE UTILITY INFORMATION LETTER W/CITY LOGO. PRINTED IN EITHER PANTONE 288, BLACK OR BROWN INK, PRINTED TWO SIDES ON #20 STOCK. – 500/BOX	$ 50.00	$ 1,000.00	$ 63.24	$ 1,264.80

Vendor Name:			DAX Copying and Printing, Inc.		Glorified Printing, Inc	
60 BOXES	V.	LEISURE SERVICES POST CARDS, 4 ¼" x 5 ½", BLACK INK W/CITY LOGO & ADDRESS, PRINTED ON INDEX – 500/BOX	$ 25.00	$ 1,500.00	$ 39.89	$ 2,393.40
42 BOXES	W.	SENIOR CENTER ACTIVITIES BROCHURE – 11" x 17" FOLDED TO 8 ½" x 11". PRINTED ON 20# COLORED STOCK. BLACK INK PRINTED TWO SIDES. APPROXIMATELY 21,000/YEAR – 500/BOX	$ 120.00	$ 5,040.00	$ 162.00	$ 6,804.00
216 BOXES	X.	LEISURE SERVICES FLYER – 8 ½" x 11" ON 20# COLORED STOCK. BLACK INK PRINTED TWO SIDES. APPROXIMATELY 108,00/YEAR – 9,000/MONTH – 500/BOX	$ 75.00	$ 16,200.00	$ 48.63	$ 10,504.08
30 BOXES	Y.	BUILDING PERMIT APPLICATION – 8 ½" X 11" PRINTED 2 SIDES – 3 COLOR INK ON FRONT (RED, BLUE & BLACK) AND BLACK INK ON BACK. PRINTED ON 20# BOND – 500/BOX	$ 95.00	$ 2,850.00	$ 76.99	$ 2,309.70
3 BOXES	Z.	BUILDING CERTIFICATE OF OCCUPANCY – 5 ½" x 8 ½" 4 PART NCR, PRINTED 1 SIDE, 1ST PART 20# WHITE STOCK, 2ND PART 20# YELLOW STOCK, 3RD PART 20# PINK STOCK & 4TH PART IS 20# GOLDENROD STOCK – PRINTED & NUMBERED IN BLACK INK– 500/BOX	$ 100.00	$ 300.00	$ 220.50	$ 661.50
3 BOXES	AA.	CITY COMMISSION "OFFICE OF THE MAYOR" CARD - 3" X 4 3/4" – PRINTED BLUE INK 1/0 ON 80# WHITE VELLUM WITH ROUNDED CORNERS 500/BOX	$ 55.00	$ 165.00	$ 42.48	$ 127.44
1 BOX	BB.	CITY OF SUNRISE "APPROVED" BUILDING DEPT. LABELS 1.5" X 1.5"- White Gloss - CMYK Full Bleed-Laminated, Scored, Square Corners- Produced in Singles 500/BOX	$ 80.00	$ 80.00	$ 399.99	$ 399.99
TOTAL AMOUNT SECTION 6 (ITEMS A THRU BB)				$ 41,300.00		$ 47,060.05

SECTION 7: – COLOR PRINTING

QTY	ITEM NO.	DESCRIPTION	PRICE PER BOX	TOTAL COST	PRICE PER BOX	TOTAL COST
5 BOXES	A.	POLICE DEPARTMENT VICTIM ACCIDENT CASE CARDS – 4-3/8" x 5 ½" – PRINTED TWO SIDES – BLACK INK, WHITE 80# COVER STOCK - 4 COLOR PROCESS 2 SIDES. 500 BOX	$ 55.00	$ 275.00	$ 29.00	$ 145.00
2 BOXES	B.	CITY COMMISSION NOTE PAPER – PRINTED ONE SIDE - 4/0 - 3 ¾" X 5 ¾" – 20# BOND – 500 BOX	$ 20.00	$ 40.00	$ 40.00	$ 80.00
5 BOXES	C.	COLOR STATIONARY – 4/0 – PRINTED ONE SIDE – 8 ½" x 11" – CLASSIC LINEN - 500 BOX	$ 110.00	$ 550.00	$ 165.06	$ 825.30
5 BOXES	D.	NO. 10 BUSINESS ENVELOPES – PRINTED 4/0 - CLASSIC LINEN 500 BOX	$ 150.00	$ 750.00	$ 263.16	$ 1,315.80
3 BOXES	E.	MAYOR CARDS – PRINTED ONE SIDE 4/0 ON 80# WHITE VELLUM – 6 1/8" X 9 ¼". 500 BOX	$ 75.00	$ 225.00	$ 55.91	$ 167.73
10 BOXES	F.	BUSINESS CARD – 3 ½" X 2" PRINTED 4/0 ON CLASSIC LINEN - 500 BOX	$ 30.00	$ 300.00	$ 45.99	$ 459.90
48 BOXES	G.	PERMIT APPLICATION, CITY LOGO LETTERHEAD 8.5" X 11" ON 60# WHITE OFFSET, FULL COLOR FRONT, BLACK ON BACKSIDE, 500/BOX	$ 75.00	$ 3,600.00	$ 86.42	$ 4,148.16
2 BOXES	H.	POLICE DEPARTMENT VICTIM ASSISTANCE FOLD OVER CARD, 3.5" X 4", FULL COLOR TWO SIDES, FINISH: UV ONE SIDE, FINISH: SCORED FLAT, STOCK: 14PT GLOSS COVER, 500/BOX.	$ 75.00	$ 150.00	$ 125.00	$ 250.00
TOTAL AMOUNT SECTION 7 (ITEMS A THRU H)				$ 5,890.00		$ 7,391.89
GRAND TOTAL				**$ 130,621.00**		**$ 203,968.48**

Detail by FEI/EIN Number

Florida Profit Corporation
DAX COPYING AND PRINTING, INC.

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Principal Address

2035 N UNIVERSITY DRIVE
SUNRISE, FL 33322

Changed: 02/13/2019

Mailing Address

2035 N UNIVERSITY DRIVE
SUNRISE, FL 33322

Changed: 02/13/2019

Registered Agent Name & Address

BATCHELDER, BRUCE
2035 N. UNIVERISTY DRIVE
SUNRISE, FL 33322

Address Changed: 03/13/2019

Officer/Director Detail

Name & Address

Title President

BATCHELDER, BRUCE
2035 N University Drive
Sunrise, FL 33322

Title VP

BATCHELDER, JESSICA
2035 N University Drive
Sunrise, FL 33322

Title S

BATCHELDER, BRUCE
2035 N University Drive
Sunrise, FL 33322

Title T

BATCHELDER, BRUCE
2035 N University Drive
Sunrise, FL 33322

Annual Reports

Report Year	Filed Date
2023	03/09/2023
2024	03/25/2024
2025	03/17/2025

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03/21/2011 -- ANNUAL REPORT	View image in PDF format
04/09/2010 -- ANNUAL REPORT	View image in PDF format
12/09/2009 -- Domestic Profit	View image in PDF format

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Florida Profit Corporation
GLORIFIED PRINTING, INC

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Principal Address

51 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FL 33062

Mailing Address

51 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FL 33062

Changed: 03/03/2019

Registered Agent Name & Address

JACARUSO, GLORIA Y
51 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FL 33062

Officer/Director Detail

Name & Address

Title P

JACARUSO, GLORIA Y
51 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FL 33062

Title TREA

JACARUSO, GLORIA Y
51 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FL 33062

Title D

JACARUSO, GLORIA Y
51 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FL 33062

Annual Reports

Report Year	Filed Date
2023	03/02/2023
2024	04/17/2024
2025	03/17/2025

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04/29/2011 -- ANNUAL REPORT	View image in PDF format
05/27/2010 -- Domestic Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Waive Ballroom Fees for Economic Development

Item Number: 4E **Meeting Date:** 9/15/2025

City Reference Number (C#): C25218

Item Description:

A Resolution of the City of Sunrise, Florida, approving the waiver of "Signature Sunrise" Ballroom and Civic Center Theatre fees for Economic Development purposes; and providing public purpose; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25218

Background:

The Sunrise Civic Center Ballroom renovation is nearing completion and preparations are being made to reopen the space for events beginning in October. Two economic development organizations have reached out to the City inquiring about utilizing the space for weekday economic development meetings/events: The Greater Fort Lauderdale Alliance and the Global Trade Chamber. The City has the ability to waive fees for other governmental organizations; however, these two organizations provide support for government. It is requested that the City Commission waive the rental fees for these two organizations to be able to host their weekday events in our Signature Sunrise ballroom and Civic Center Theatre.

On November 4, 2025, the Greater Fort Lauderdale Alliance is hosting the Six Pillars Broward 2045 event, a community-driven visioning initiative. It is built on the Florida Chamber Foundation's Six Pillars Framework, an initiative that brings together leaders from business, government, education, nonprofits, and the community to create a unified, long-term strategic plan that will guide Broward County's economic and social progress through the year 2045. The Six Pillars framework organizes this vision into six key areas: Talent Supply & Education, Innovation & Economic Development, Infrastructure & Growth Leadership, Business Climate & Competitiveness, Civic & Governance Systems, and Quality of Life & Quality Places. The meeting serves an important public purpose by creating a forum for residents, government leaders, and business stakeholders from across Broward County to collaborate on a shared vision for the county's future. It is also a great opportunity to showcase the newly renovated ballroom to business and community leaders.

The Global Trade Chamber event will be a two-day Global Trade Convention in May 2026 where they will utilize the Signature Sunrise Ballroom and the Theatre. The Global Trade Chamber has an expansive network of local, national, and international members and alliances. Each year, they select a city or country to host the Global Trade Convention. Last year's event was in Puerto Rico was a major success, with the Governor serving as keynote speaker and participation from over 20 countries.

The Global Trade Convention is designed to connect buyers, sellers, investors, and global leaders in one dynamic event. This international convention aims to promote Sunrise as an international business destination, connects local businesses with global opportunities, boosts tourism, increases global visibility through media coverage and international attendance, and supports the city's long-term economic development strategy.

The Global Trade Convention will be two full weekdays of programming, including a Business Expo, High-Level Conferences and Panels, Business Matchmaking Sessions, Networking Opportunities, Awards Gala Dinner, City Tour for International Delegates, and Trade & Investment Roundtables.

Both of these events provide excellent exposure for the City in both the local and the global international markets, positioning us as a destination for businesses and visitors. It is requested that the City Commission waive the Signature Sunrise Ballroom and Civic Center Theatre fees for these events in 2025 and for any similar future events as they provide a public purpose for economic development and business and tourism expansion within the City.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Mark S. Lubelski, City Manager Phone: 9547463430

Department Head Name and Title:

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE WAIVER OF "SIGNATURE SUNRISE" BALLROOM AND CIVIC CENTER THEATRE FEES FOR ECONOMIC DEVELOPMENT PURPOSES; PROVIDING FOR A PUBLIC PURPOSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sunrise Civic Center Ballroom renovation is nearing completion and will reopen in October 2025; and

WHEREAS, two (2) economic development organizations have inquired about utilizing the Civic Center for weekday economic development events; and

WHEREAS, the Greater Fort Lauderdale Alliance is hosting the Six Pillars Broward 2045 event in November 2025, which is an initiative that brings together leaders to create a unified, long-term strategic plan that will guide Broward County's economic and social progress through the year 2045; and

WHEREAS, the Global Trade Chamber is hosting a two-day Global Trade Convention in May 2026 which will bring international business leaders to the City; and

WHEREAS, both of these events provide excellent exposure for the City in both local and international markets, positioning the City as a destination for businesses and visitors; and

WHEREAS, pursuant to Ordinance No. 782-X-25-A, the City Commission may waive fees set forth in the Leisure Services Fee Schedule upon a determination of a municipal public purpose. City staff is requesting that the City Commission waive "Signature Sunrise" Ballroom and Civic Center Theatre fees for the Greater Fort Lauderdale Alliance and the Global Trade Chamber as the events foster important economic development initiatives.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The Sunrise City Commission hereby waives "Signature Sunrise" Ballroom and Civic Center Theater fees for the following organizations:

- The Greater Fort Lauderdale Alliance on November 4, 2025; and
- The Global Trade Chamber two-day event in May 2026

Section 3. The Sunrise City Commission finds that a municipal public purpose exists for waiving the fees for the reasons set forth in this Resolution and accompanying Agenda Item Request.

Section 4. The Director of Leisure Services is hereby authorized to take all actions necessary to effectuate the aims of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Agreement

Item Number: 4F **Meeting Date:** 9/15/2025

City Reference Number (C#): C25220

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Amended and Restated Agreement Between Broward County and City of Sunrise for SWIM Central Water Safety Instruction and Education"; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25220
SWIM Central Water Safety Instruction and Education Agreement

Existing Water Safety Instruction/Education Agreement

Background:

The City of Sunrise has maintained an agreement with Broward County for water safety instruction since 2000. This agreement is coordinated by Broward County's SWIM Central with funding from the Children Services Council of Broward County to provide coupons for swim lessons in partnership with 17 local municipalities.

Each year, families may receive up to two coupons per child between 6 months and 8 years of age and each adult/caregiver. The coupons provide free lessons for Sunrise residents and cover most of the cost for non-residents participating in group swimming lessons.

Over the past three fiscal years, through the City of Sunrise and contractor Swim America, the City has provided 6,351 swim lessons. Of those lessons, 566 were funded through SWIM Central coupons. This is a very successful program and The Children Services Council is now increasing their reimbursement rate to $55 per child or $60 per adult, which requires a new agreement with Broward County. This is a one year agreement with four automatic one-year renewals.

It is requested that the City Commission approve the new agreement with Broward County to continue the SWIM Central Program in Sunrise.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Nicolas Ortiz Phone: (954) 747-4640

Department Head Name and Title:

Kevin Pickard, Director of Leisure Services

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "AMENDED AND RESTATED AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR SWIM CENTRAL WATER SAFETY INSTRUCTION AND EDUCATION"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County operates a SWIM Central program to provide swimming lessons and water safety instruction and education to residents of Broward County; and

WHEREAS, Broward County and the City of Sunrise entered into an agreement for water safety instruction and education on December 7, 2000, which automatically renews each year (the "Original Agreement"); and

WHEREAS, the parties desire to restate the terms of the Original Agreement and amend certain terms pursuant to a new Agreement.

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

Section 1. An "Amended and Restated Agreement between Broward County and City of Sunrise for Swim Central Water Safety Instruction and Education" (Agreement) is hereby approved. A copy of the Agreement is attached hereto and made part of this resolution as Exhibit A.

Section 2. The Director of Leisure Services is hereby authorized to execute the Agreement.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

AMENDED AND RESTATED AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR SWIM CENTRAL WATER SAFETY INSTRUCTION AND EDUCATION

This amended and restated agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Sunrise, a political subdivision of the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County runs a SWIM Central program to provide swimming lessons and water safety instruction and education to residents of Broward County.

B. The Parties entered into an agreement for water safety instruction and education on December 7, 2000, which automatically renews each year, from October 1, 2000, through present day (the "Original Agreement").

C. The Parties desire to amend the Original Agreement by fully restating the terms (as amended hereby) into this new Agreement, which incorporates the results of their discussions and agreements on revised terms and which, when entered into, will completely supersede the Original Agreement.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of County's Parks and Recreation Division, the SWIM Central Program Manager, or such other person designated in writing by the Director of County's Parks and Recreation Division.

1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.6. **Designated Representative** means Contractor's Director of Leisure Services.

1.7. **Division Director** means the Director of County's Parks and Recreation Division.

1.8. **Fiscal Year** means County's fiscal year, October 1 through September 30.

1.9. **Purchasing Director** means County's Director of Purchasing.

1.10. **Services** means all work required of Contractor under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and any services specified in the Scope of Services attached as Exhibit A.

1.11. **Service Location(s)** means those locations where Contractor provides Services, as more fully described in Exhibit A.

1.12. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.13. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through Contractor, regardless of tier.

1.14. **SWIM Central** means the County's SWIM Central program, which coordinates water safety instruction and awareness in Broward County.

ARTICLE 2. EXHIBITS

Exhibit A	**Scope of Services**
Exhibit B	**Payment Schedule**
Exhibit C	**Minimum Insurance Coverages**
Exhibit D	**Declaration of Criminal Background Screening**
Exhibit E	**Invoice for School Days and Designated Camps/Sites**
Exhibit F	**Invoice for Vouchers/Coupons**

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Classes Offered. Contractor may provide any of the following classes (each a "Class Type") as more fully described in Exhibit A: Child Water Safety Instruction Classes during the school day; Child Water Safety Instruction Classes at designated camps; Child Water Safety Group Lessons with vouchers/coupons; Adult Water Safety Group Lessons with vouchers/coupons; and Special Needs Classes for children and adults.

3.3. The County may authorize Contractor to provide additional services under this Agreement if County obtains funding for such additional services from the Children's Services Council of Broward County or any other funding source. Any such additional services to be provided by

Contractor shall be documented in the form of an amendment to this Agreement executed by Contractor and the appropriate award authority for County.

3.4. Prior to any Services being provided, Contractor shall require the class participants (or the appropriate parent/legal guardian, for participants who are minors) execute a waiver, indemnity, and release of liability in a form approved by the Office of the County Attorney.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on October 1, 2025 ("Effective Date"), and continues through one (1) year ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the "Term."

4.2. Extensions. After the Initial Term, this Agreement shall automatically extend for four (4) additional one (1) year extension terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement, unless otherwise terminated in accordance with this Agreement.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County Fiscal Year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.4. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. The maximum not-to-exceed amount of compensation to be paid by County to Contractor for Services provided under this Agreement shall be One Hundred Thousand Dollars ($100,000) each Fiscal Year, and is subject to the availability and annual appropriation of funding for SWIM Central in the Board's sole discretion.

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. For each Class Type, Contractor may submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or

earlier termination of this Agreement. The invoices for each Class Type may be paid by County separately or together, in County's sole discretion.

5.2.2. Contractor shall utilize the invoice form that corresponds to the Reimbursement Rate designated for that Class Type in Exhibit B. For Class Types that are reimbursed per participant, Contractor shall utilize the invoice form attached as Exhibit E (Invoice for School Days and Designated Camps/Sites). For Class Types that are reimbursed per voucher/coupon, Contractor shall utilize the invoice form attached as Exhibit F (Invoice for Vouchers/Coupons). The Contract Administrator may modify Exhibits E and F, in their sole discretion, upon written notice to Contractor.

5.2.3. Contractor will ensure all documents required by this Section 5.2 are completed and signed by an authorized representative of Contractor. County's obligation to make payment to Contractor is contingent upon County's verification of the supporting documentation provided with the invoice.

5.2.4. Contractor must submit the following supporting documentation with any Invoice for School Days and Designated Camps/Sites (Exhibit E): attendance sheets, water safety skill sheets, registration forms for each participant, and session evaluations grouped by class.

5.2.5. Contractor must submit the following supporting documentation with any Invoice for Vouchers/Coupons (Exhibit F): the original voucher/coupon for each participant; and a copy of the class registration form for each participant, which shall include the total amount paid for the class.

5.2.6. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to Contractor's address provided in the "Notices" section of this Agreement, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.7. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly

pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Payment Disputes. The Parties will attempt in good faith to resolve any payment dispute arising out of or relating to this Agreement through negotiations between the Division Director and Contractor's representative with authority to settle the relevant payment dispute. If the Division Director and Contractor's representative cannot agree on a resolution, the matter shall be forwarded to the County Administrator for review, and the decision of the County Administrator shall be final and binding on the Parties. Performance by Contractor under this Agreement shall continue during the dispute resolution process unless otherwise directed in writing by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such

Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.10. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12. Entities of Foreign Concern. By execution of this Agreement, the undersigned authorized representative of Contactor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.13. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.14. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. SOVEREIGN IMMUNITY; INDEMNIFICATION

7.1. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County (or Contractor, if Contractor is a Florida municipality, state agency, or political subdivision as defined in Section 768.28, Florida Statutes), nor shall anything included

herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

7.2. Indemnification. Contractor shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law. Additionally, Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or the negligent or wrongful, act or omission of Contractor, its officers, employees, or agents while acting within the scope of their employment (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel chosen by Contractor's City Attorney, subject to prior written approval by County of the chosen counsel, which approval shall not be unreasonably withheld. In no event shall Contractor indemnify or assume any liability for Claims arising solely as a result of County's negligence. Nothing herein waives or is in derogation of any applicable provisions of 768.28, Florida Statutes, and Contractor may assert such limits provided therein in defense of any Claim on behalf of Contractor and/or County. The obligations of this section shall survive the expiration or earlier termination of this Agreement

ARTICLE 8. LIABILITY PROTECTION; INSURANCE

8.1. Public Entities. If Contractor is a municipality, state agency, or political subdivision subject to Section 768.28, Florida Statutes, then in lieu of complying with the insurance requirements set forth in Sections 8.2 through 8.12 in this article, Contractor shall furnish the Contract Administrator prior to final execution of this Agreement, annually, and upon County's request with written verification of liability protection in accordance with state law. If Contractor is not a municipality, state agency, or political subdivision subject to Section 768.28, Florida Statutes, Contractor shall comply with the requirements of Section 8.2 through 8.12.

8.2. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.3. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.4. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance

coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.5. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.6. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.7. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.8. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

8.9. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and shall obtain same in an endorsement of Contractor's insurance policies.

8.10. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.11. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.12. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to: Contractor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board or by Contractor with at least thirty (30) days advance written notice. Each Party acknowledges that it has received good, valuable, and sufficient consideration for the other Party's right to terminate this Agreement for convenience including in the form of each Party's obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to

protect the public health, safety, or welfare. If this Agreement is terminated by either party pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor's failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Although no CBE goal has been set for this Agreement under County's CBE Program as established by Broward County Business Opportunity Act of 2012, County encourages Contractor to give full consideration to the use of CBE firms to perform the Services.

ARTICLE 11. CRIMINAL BACKGROUND SCREENING

11.1. Contractor shall perform criminal background screening on its officers, employees, agents, Subcontractors, and volunteers who will be performing Services.

11.2. Contractor shall not employ nor permit any person to provide any Services who: (i) is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement Sexual Offenders and Predators Search Website or the United States Department of Justice Dru Sjodin National Sex Offender Public Website; or (ii) has been convicted of or is pending adjudication of any of the following charges: sexual misconduct; adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report such abuse; criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction; murder; manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child; vehicular homicide; killing an unborn child by injury to the mother; assault, battery, and culpable negligence, if the offense was a felony; assault of a minor; battery of a minor; kidnapping; false imprisonment; luring or enticing a child; taking, enticing, or removing a child beyond state limits with criminal intent pending a custody proceeding; carrying

a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to a designated person; exhibiting firearms or weapons within 1,000 feet of a school; possessing an electric weapon or device, destructive device, or other weapon on school property; sexual battery; prohibited acts of persons in familial or custodial authority; unlawful sexual activity with a minor; prostitution; lewd and lascivious behavior; lewdness or indecent exposure; arson; burglary; felony voyeurism; felony theft or robbery; felony fraudulent sale of controlled substances; abuse, aggravated abuse, or neglect of an elderly person or disabled adult; lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult; felony exploitation of disabled adults or elderly persons; incest; child abuse, aggravated child abuse, or neglect of a child; contributing to the delinquency or dependency of a child; negligent treatment of children; sexual performance by a child; resisting arrest with violence; depriving a law enforcement, correctional, or correctional probation officer's means of protection or communication; aiding in an escape; aiding in the escape of juvenile inmates in a correctional institution; any offense related to obscene literature; encouraging or recruiting another to join a criminal gang; felony sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver, of a controlled substance to a minor; inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm; harboring, concealing, or aiding an escaped prisoner; introduction of contraband into a correctional facility; sexual misconduct in juvenile justice programs; contraband introduced into detention facilities; a crime under Section 944.35, Florida Statutes; or any attempt, solicitation, or conspiracy to commit any of the crimes included in this section. Each of the foregoing crimes are referred to as a "disqualifying offense."

11.3. Contractor shall maintain copies of the results of all criminal background screenings required by this article throughout the Term.

11.4. Contractor shall be required to furnish to the Contract Administrator, on or before the Effective Date, and thereafter on an annual basis on or before January 1, a Declaration of Criminal Background Screening, in the form attached as Exhibit D, listing the required information. Contractor's first annual declaration shall include all individuals performing Services and the screening results. Thereafter, except for the rescreening referenced below, the annual declaration need only identify persons newly providing Services or no longer providing Services since the previous annual declaration. The Contract Administrator may, in their discretion, permit Contractor to furnish the annual declaration in an electronic format. Contractor's officers, employees, agents, Subcontractors, and volunteers subject to the criminal background screening under this article must be rescreened at least every five (5) years (based on the date of each person's initial screening) and the results of same included in the applicable annual declaration.

11.5. If Contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, showing that a person previously deemed eligible by Contractor to provide Services has been arrested on or convicted of a disqualifying offense, Contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Contractor based on the requirements of this article, Contractor shall immediately cease allowing the person to perform Services. Additionally,

Contractor shall require any person background screened pursuant to this article to notify Contractor within twenty-four (24) hours after any arrest related to a disqualifying offense that has occurred after the person was deemed eligible to perform Services.

11.6. Contractor shall, by written contract, require its Subcontractors who perform Services to be subject to the requirements and obligations of this article.

11.7. The County Administrator may terminate this Agreement immediately for cause, and without an opportunity to cure, by written notice provided to Contractor, for any violation related to Contractor's failure to comply with this article. Contractor will not be subject to immediate termination if the County Administrator determines, in their sole discretion, that a violation of this article was outside the reasonable control of Contractor, and that Contractor has demonstrated subsequent compliance with the requirements of this article.

ARTICLE 12. MISCELLANEOUS

12.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

12.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all Contractor's agreements with Subcontractor(s).

12.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

12.3.1. Keep and maintain public records required by County to perform the Services;

12.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

12.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

12.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the Services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

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 (954) 357-8100, PARKSDIRECTOR@BROWARD.ORG, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.

12.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, Contractor shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.5. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers,

employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

12.7. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County Parks and Recreation Division
Attention: Director
950 NW 38th Street, Oakland Park, Florida 33309
Email address: parksdirector@broward.org *with a copy to* parkscontracts@broward.org

FOR CONTRACTOR:
City of Sunrise Leisure Services Department
10610 West Oakland Park Boulevard
Sunrise, Florida 33351
Email address: KPickard@sunrisefl.gov *with copies to* BBrady@sunrisefl.gov and NOrtiz@sunrisefl.gov

12.9. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.10. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

12.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.12. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.14. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless

otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

12.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

12.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.20. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

12.21. Payable Interest.

12.21.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.23. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

12.24. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

12.25. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.26. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

12.27. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, by and through its Board of County Commissioners, signing by and through its Director of Parks and Recreation Division, authorized to execute same pursuant to Section 13.91(h) of the Broward County Administrative Code; and Contractor, signing by and through its duly authorized representative.

County

Broward County, by and through its
Director of Parks and Recreation Division

By_____
Director of Parks and Recreation Division

_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Amanda Tolbert (Date)
Assistant County Attorney

AMT
SWIM central Educator Agreement – City of Sunrise
8/11/25
#1148348v3

AMENDED AND RESTATED AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR SWIM CENTRAL WATER SAFETY INSTRUCTION AND EDUCATION

CONTRACTOR

City of Sunrise, FL

By: _____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 20___

Exhibit A
Scope of Services

Contractor shall provide the following Services:

1. Services Summary

A. Contractor shall provide Services at the following Service Locations: Welleby Pool and Sunrise Civic Center. Additional Services may be provided, at Contractor's discretion, at Roarke Pool and Village Beach Club.

B. The Contract Administrator may modify the Service Location(s), including adding or removing sites, upon prior written notice to Contractor. However, the inclusion of any additional Service Locations shall not modify the maximum compensation amount set forth in Section 5.1 of this Agreement.

C. All payments to Contractor for Services will be made by County to Contractor on a reimbursement basis at the rates provided in Exhibit B, Payment Schedule, subject to the invoice requirements set forth in this Agreement.

D. Contractor shall conduct all classes in a careful and responsible manner with due regard for the safety of the participants and others.

E. Contractor shall be solely responsible for securing the services of, and compensating, its employees or other persons as may be required to adequately and safely perform the Services.

F. Contractor shall provide the Services using instructors licensed or certified by any of the following State of Florida ("SOF") approved water safety training agencies, or other SOF-approved water safety training agencies authorized by the Children's Services Council of Broward County: American Red Cross, YMCA, Ellis & Associates, Inc., Starfish Aquatics Institute, Baby Otter Swim School, Inc., Infant Swimming Research Inc., or SwimAmerica.

G. Contractor shall provide a minimum of 25 minutes of water safety education and instruction in the water for each class.

H. Contractor shall comply with the instructor to child ratio required by Contractor's license or certification obtained from the SOF-approved water safety training agency; however, in no event shall Contractor's instructor to child ratios exceed one (1) instructor to ten (10) children. Contractor may use instructor aides to maximize effectiveness of instruction based on class size with the prior approval of the Contract Administrator; however, use of instructor aides shall not be counted in Contractor's instructor to child ratio requirement.

I. Contractor shall provide at least one (1) lifeguard on the pool deck when classes are conducted. Lifeguards shall not be counted in Contractor's instructor to child ratio requirement.

J. Contractor shall maintain compliance with the requirements for public swimming pools and bathing places set forth in Applicable Law, including without limitation Chapter 514, Florida Statutes, and Rule 64E-9, Florida Administrative Code, administered by the State of Florida, Department of Health.

2. Services Description

A. **Child Water Safety Instruction Classes (during the school day).** For schools that require transportation utilizing Broward County School Board buses, classes will be conducted between the hours of 10 a.m. and 1 p.m. Classes will be conducted over a two (2) week period designated by the Contract Administrator, unless another alternative schedule is mutually agreed upon by the Contractor and the Contract Administrator, in writing.

B. **Child Water Safety Instruction Classes (designated camps).** Classes at camps designated by the Children's Services Council of Broward County will be held during times that Broward County schools are not in session. The designated camps shall be responsible for arranging transportation of the children to and from the pool; transportation is not provided by County. The class schedule shall be mutually agreed upon by the applicable camp and Contractor, subject to County approval of the agreed upon dates and times.

C. **Child Water Safety Vouchers/Coupons for Group Lessons (6 to 10 lessons).** Classes shall be registered in sessions, with each session consisting of six (6) to ten (10) classes. Classes will be held at times when the pool(s) are open for instruction or other use. Vouchers/coupons will be provided by County directly to the child's parent, no more often than once per Fiscal Year. No more than one voucher/coupon may be collected by Contractor per participant per session, which may or may not cover the entire cost of the session offered by Contractor. For any session for which the cost of the session exceeds the voucher/coupon reimbursement rate in Exhibit B, and for any family whose child is referred for classes by the Broward Sheriff's Office, Child Protection Investigators, the Children's Services Council of Broward County's Family Support services providers, or the Water Smart Babies Prescription Program, Contractor shall be required to use an income-based sliding fee scale to determine the session fee for participants. Contractor shall provide the Contract Administrator with a copy of the sliding fee scale utilized by Contractor and any documentation supporting the sliding fee scale. Any changes made to the sliding fee scale by Contractor during the Term shall be provided to the Contract Administrator within ten (10) days after such change.

D. **Adult Water Safety Vouchers/Coupons for Group Lessons (6 to 10 lessons).** Classes shall be registered in sessions, with each session consisting of six (6) to ten (10)

classes. Classes shall be conducted only for basic water safety instruction for adults, ages 18 years of age and older, who are learning to swim or learning to overcome their fear of the water. Stroke development, fitness swimming, or water aerobics classes are excluded. Vouchers/coupons will be provided by County directly to participants no more often than once per Fiscal Year. No more than one voucher/coupon may be collected by Contractor per participant per session, which may or may not cover the entire cost of the session offered by Contractor.

E. **Special Needs Classes for Children and Adults**. Due to the profound disabilities of the children and adults attending these classes, pre-set ratios for standard instruction are not applicable and the required ratios of instructors to participants will instead be determined by Contractor based on the impairments of the children or adults at issue. Classes will be scheduled in the same manner as the school day program.

3. Communication and Reports

Contractor shall notify the Contract Administrator, in advance when possible, of any instance where a scheduled class is not conducted as a result of mechanical issues with the pool or pool equipment, inclement weather forcing closure of the pool/facility, unsafe conditions preventing schools from attending a class, lack of appropriate staffing to conduct a class, or any other foreseeable or unforeseen circumstance.

In the event a participant is injured at the pool/facility while attending a class, Contractor shall complete the pool/facility's incident report and shall provide a copy to County, within five (5) business days after the incident.

County may hold meetings annually to discuss any changes to the SWIM Central program. Contractor shall be required to have a representative attend these meetings unless excused by County.

Exhibit B
Payment Schedule

The rates specified below shall be in effect for the entire Term, unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Table A: Class Fees

Services/Class Types	Reimbursement Rate	Invoice Form
Child Water Safety Instruction Classes during the school day	$4.25 per participant, per day	Exhibit E
Child Water Safety Instruction Classes at designated camps	$4.25 per participant, per day	Exhibit E
Child Water Safety Vouchers/Coupons for Group Lessons (6 to 10 lessons per session)	$55 voucher/coupon per child registered, per Fiscal Year	Exhibit F
Adult Water Safety Vouchers/Coupons for Groups Lessons (6 to 10 lessons per session)	$60 voucher/coupon per adult, per Fiscal Year	Exhibit F
Special Needs Classes for children and adults	$4.25 per participant, per day	Exhibit E
MAXIMUM NOT-TO-EXCEED AMOUNT:	**$100,000.00 per Fiscal Year**	

The Contract Administrator may approve, in advance and in writing, changes to each Reimbursement Rate set forth in this Exhibit B so long as the total amount paid to Contractor by County does not exceed the Maximum Not-To-Exceed Amount set forth in Section 5.1.

Exhibit C
Minimum Insurance Requirements

Contractor is a public entity that is self-insured in accordance with Florida law. Pursuant to Section 8.1 of this Agreement, Grantee shall provide self-insurance, as outlined in the self-insurance letter attached hereto, in lieu of any other insurance required by Article 8 of this Agreement.

Exhibit D
Declaration of Criminal Background Screening

AGREEMENT TITLE: _____
CONTRACTOR'S NAME: _____
DATE: _____

By signing this form, I am swearing or affirming that all individuals providing Services to County under the Agreement have been background screened in accordance with the background screening requirements set forth in the Agreement and been deemed eligible by Contractor to provide such services as described in the Agreement. The information contained in this declaration is up to date as of the date this declaration is furnished to the Contract Administrator per the requirements of the Agreement.

All individuals providing Services under the Agreement are listed below under categories 1 and 2 below. Each individual shall be identified by name, birth date, and date deemed eligible, and shall fall into one (1) of the following categories:

1. Initially screened and deemed eligible

   [Insert list of individuals and include the Service Location(s) where such individuals will be providing Services] *[Applicable only to first annual declaration. Thereafter, only categories 2 and 3 must be completed.]*

2. New individuals screened and deemed eligible.

   [Insert list of individuals and include the Service Location(s) where such individuals will be providing Services]

3. Individuals no longer providing Services under the Agreement.

   [Insert list of individuals]

In accordance with Section 92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Declaration of Criminal Background Screening and that the facts stated in it are true.

_____ _____
Authorized Signer Date

Exhibit E
Invoice for School Days and Designated Camps/Sites

[Company Name]
[Street Address]
Phone [Phone Number]
Fax [Fax Number]

INVOICE

INVOICE #[100]
DATE: [PICK THE DATE]

TO:
Broward County
SWIM Central
950 NW 38th St.
Oakland Park, FL 33309
954-357-7946

FOR:
SWIM CENTRAL WATER SAFETY PROGRAM

DESCRIPTION	QUANTITY	RATE (PER CHILD PER DAY)	AMOUNT
WATER SAFETY EDUCATION CLASSES [MM/01/YYYY TO MM/DD/YYYY] *Can be broken down by session on the invoice if Contractor elects; however, the Invoice total must reflect the amount for the entire month			
		TOTAL	

Make all checks payable to [Company Name]

Exhibit F
Invoice for Vouchers/Coupons

[Company Name]
[Street Address]
Phone [Phone Number]
Fax [Fax Number]

INVOICE

INVOICE #[100]
DATE: [PICK THE DATE]

TO:
Broward County
SWIM Central
950 NW 38th St.
Oakland Park, FL 33309
954-357-7946

FOR:
SWIM CENTRAL VOUCHER/COUPON PROGRAM

VOUCHERS/COUPONS # *INVOICE MUST REFLECT A LIST OF ALL COUPONS ACCEPTED FOR THE MONTH	RATE [PER CHILD PER CLASS]	AMOUNT

AGREEMENT

Between

BROWARD COUNTY

and

THE CITY OF SUNRISE

for

WATER SAFETY INSTRUCTION/EDUCATION

STANDARD FORM FOR USE WITH GOVERNMENTAL ENTITIES

AGREEMENT

Between

BROWARD COUNTY

and

THE CITY OF SUNRISE

for

WATER SAFETY INSTRUCTION/EDUCATION

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

The City of Sunrise, a municipal corporation of the State of Florida, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY desires to make water safety instruction available to children in Broward County ages six (6) months to fourteen (14) years; and

WHEREAS, COUNTY desires to make water safety education classes available to adults residing in Broward County; and

WHEREAS, COUNTY desires to make water safety instructor certification classes available to the general public; and

WHEREAS, CONTRACTOR is willing to provide water safety instruction, adult water safety education, and water safety instructor certification classes as set forth herein this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

ARTICLE I

SCOPE OF SERVICES

1.1 CONTRACTOR shall furnish the water safety instruction to children in Broward County ages six (6) months to fourteen (14) years at the following location(s): City operated swimming pools. Services to be provided by CONTRACTOR are more specifically described in Exhibit "A" attached hereto and made a part hereof.

1.2 CONTRACTOR shall furnish water safety adult education classes to persons residing in Broward County at the following location(s): City operated swimming pools. Services to be provided by CONTRACTOR are more specifically described in Exhibit "A" attached hereto and made a part hereof.

1.3 CONTRACTOR shall furnish water safety instructor certification classes at the following location(s): City operated swimming pools. Services to be provided by CONTRACTOR are more specifically described in Exhibit "A" attached hereto and made a part hereof.

1.4 CONTRACTOR shall conduct a term of classes for the services described in Sections 1.1 - 1.3 above in such location(s) and times to be mutually agreed upon by the parties.

1.5 CONTRACTOR shall conduct all classes in a careful and responsible manner with due regard for the safety of the participants and others.

1.6 CONTRACTOR represents that it, or any persons assisting CONTRACTOR in the performance of services herein, has the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein and to provide and perform such services to COUNTY's satisfaction. CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.

1.7 CONTRACTOR shall be solely responsible for securing the services of and compensating any other persons or other personnel as may be required to adequately and safely perform the services provided for herein.

1.8 CONTRACTOR shall be required to do either of the following prior to commencement of water safety instruction services under this Agreement: (i)

require all participants (parent/legal guardian for minors) to sign a waiver and release of liability form on behalf of COUNTY which will be provided to CONTRACTOR by COUNTY's Contract Administrator or (ii) include COUNTY in CONTRACTOR's own waiver and release of liability form following approval of CONTRACTOR's form by the County Attorney's Office.

1.9 COUNTY and CONTRACTOR acknowledge and agree any procurement of services referenced herein during the term of this Agreement shall be within COUNTY's Director of the Parks and Recreation Division's procurement authority of Thirty Thousand Dollars ($30,000.00). Any change or modification to the maximum amount of compensation to be paid to CONTRACTOR under this Agreement which exceeds the Parks and Recreation Division's procurement authority noted above shall be presented to the Board for approval in the form of an amendment to this Agreement.

ARTICLE 2

COMPENSATION

2.1 CONTRACTOR shall register all students for the water safety instruction classes provided herein on the form provided by COUNTY. COUNTY agrees to reimburse CONTRACTOR, on a monthly basis, Three Dollars and Twenty Cents ($3.20) per child per lesson. CONTRACTOR's monthly attendance sheet shall be submitted to COUNTY and COUNTY shall create the invoice required for payment for such services.

2.2 COUNTY and CONTRACTOR shall mutually agree to the fees to be charged for the adult education and the water safety instruction certification classes prior to the commencement of these services by CONTRACTOR. COUNTY agrees to reimburse CONTRACTOR, on a monthly basis, the agreed upon fees for the provision of adult education and water safety instruction classes following submission by CONTRACTOR of a proper invoice.

2.3 COUNTY agrees to pay CONTRACTOR within thirty (30) calendar days of receipt of the invoice for said services. Payment shall be made to CONTRACTOR in accordance with COUNTY's Prompt Payment Ordinance, (Sec. 1-51.6, Broward County Code of Ordinances) as may be amended from time to time, and at the address specified in Article 9, "NOTICES" section of this Agreement.

2.4 The maximum amount of compensation to be paid by COUNTY to CONTRACTOR for services rendered under this Agreement shall be $30,000.00.

ARTICLE 3

TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year from October 1, 2000 , through September 30, 2001 This Agreement shall be automatically renewed for additional one (1) year terms under the same terms and conditions contained herein unless either party elects not to renew this Agreement by providing the other party with sixty (60) days written notice as provided for in Article 9, "NOTICES" section of this Agreement. Continuation of this Agreement beyond the end of any fiscal year of COUNTY shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

ARTICLE 4

TERMINATION OF AGREEMENT

4.1 The performance of services under this Agreement may be terminated immediately by either party when such party determines that it is in the best interest of the public health, safety and welfare. Such notice may be made verbally to the other party pursuant to Article 9, "NOTICES" section of this Agreement, and shall be promptly followed by written notice in accordance said Article. COUNTY shall be liable only for payment for work performed by CONTRACTOR prior to the effective date of such termination. The effective date of any termination under this Section shall be the date of receipt of notice from the terminating party.

4.2 Either party may terminate this Agreement for convenience by giving the other party sixty (60) days written notice as provided for in Article 9 herein. The effective date of any termination under this Section shall be the date of receipt of written notice from the terminating party.

ARTICLE 5

INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR shall be by employees, agents or approved subcontractors of CONTRACTOR and subject to supervision by CONTRACTOR. In providing such services, neither CONTRACTOR nor its employees, agents or approved subcontractors shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax

responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

ARTICLE 6

LIABILITY

CONTRACTOR is a state agency or subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7

INSURANCE

CONTRACTOR is a state agency or subdivision as defined by Section 768.28, Florida Statutes, and CONTRACTOR shall furnish COUNTY's Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8

NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

8.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

8.2 CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

8.3 CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

ARTICLE 9

NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Bob Harbin, Director
Broward County Parks and Recreation Division
950 Northwest 38th Street
Oakland Park, Florida 33309

FOR CONTRACTOR:

Don Campbell, Director
~~Sunrise Leisure Services~~
10610 W. Oakland Park Blvd.
Sunrise, FL 33351

ARTICLE 10

FINANCIAL STATEMENTS/MANAGEMENT LETTERS

10.1 CONTRACTOR shall provide two (2) copies of CONTRACTOR's audited financial statements consisting of Balance Sheets, Statement of Operations, Statement of Changes in Fund Balances, Statement of Cash Flows, any management letter(s) thereby generated as it relates to funding provided under this Agreement, and CONTRACTOR's response to any management letter(s). The audit of the financial statements shall be performed by an independent certified public accounting firm in accordance with Generally Accepted Auditing Standards and Government Auditing Standards issued by the Comptroller of the United States.

10.2 CONTRACTOR shall provide to COUNTY's Contract Administrator three (3) copies of a special report prepared by an independent certified public accountant, or by CONTRACTOR's internal auditor or Finance Director if no internal auditor exists, on the following elements. The special report shall show all revenues, by source, and all expenditures as set forth in the Scope of Services for the program being funded by this Agreement. The report shall specifically disclose any funds received which were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to COUNTY.

10.3 If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be a review and contain a report on the reports required by this Agreement from the financial records of CONTRACTOR in accordance with the normal internal audit procedures of CONTRACTOR. The special report is to be filed with CONTRACTOR's governing body.

10.4 CONTRACTOR shall submit two (2) copies of the financial statements described in Section 10.1 above, one (1) copy of the accompanying management letter, if any, and three (3) copies of the special report described in Section 10.2 above to COUNTY's Contract Administrator within one hundred twenty (120) days after the close of CONTRACTOR's fiscal years in which CONTRACTOR receives funds under this Agreement.

ARTICLE 11

MISCELLANEOUS

11.1 Amendment. No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.2 Assignment. CONTRACTOR shall not transfer, assign or subcontract the performance of services called for in this Agreement without the prior written consent of COUNTY.

11.3 Compliance with Laws. CONTRACTOR shall, without additional expense to COUNTY, be responsible for obtaining any necessary licenses and for complying with any and all applicable federal, state, county and municipal laws, codes and regulations in connection with the performance of the services specified herein.

11.4 Third Party Beneficiaries. Neither CONTRACTOR nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.5 Audit Right and Retention of Records. COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or

incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

11.6 Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the Board of County Commissioners shall have the right to terminate this Agreement without liability at its discretion, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.7 Waiver of Breach and Materiality. Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.8 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

11.9 Joint Preparation. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

11.10 Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation

from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11.11 Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

11.12 Contract Administrators. The Contract Administrators for this Agreement are the Parks and Recreation Division Director or designee for COUNTY, and CONTRACTOR's City Manager or designee for CONTRACTOR. In the implementation of the terms and conditions of this Agreement, as contrasted with matter of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators. For purposes of this Agreement, the term "COUNTY" used herein, as it relates to renewal or termination of this Agreement, shall mean action taken by the Director of COUNTY's Parks and Recreation Division.

11.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 of this Agreement shall prevail and be given effect.

11.14 Multiple Originals. This Agreement may be executed in two (2) copies, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through the Director of its Parks and Recreation Division. authorized to execute same by the Board of County Commissioners on the __ day of _____, 2000, and THE CITY of SUNRISE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

Kim Burgess

Judy Kreme

Insurance Requirements
approved by County's
Risk Management Division

By Mary M. Meister

BROWARD COUNTY, through the Director,
PARKS AND RECREATION DIVISION

By _____
Director

7 day of Dec. 2000.

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Patrice M. Eichen
PATRICE M. EICHEN
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF SUNRISE FOR WATER SAFETY INSTRUCTION

CONTRACTOR

WITNESSES:

Sandra Weinstock

Genevieve Medvid

ATTEST:

City Clerk

(CORPORATE SEAL)

CITY OF SUNRISE

By ~~City Manager~~ Steve Feren, Mayor

14th day of November, 2000.

APPROVED AS TO FORM:

By City Attorney

PME:smc
swim.a01
2/21/00
#00-115.15

EXHIBIT "A"

SCOPE OF SERVICES

The CONTRACTOR shall provide water safety lessons to children ages 6 months through 14 years, which will include water safety practices. The lessons will be given at municipal pools. Each participant will receive a minimum of eight (8) and a maximum of ten (10) water safety lessons

CONTRACTOR will use instructors authorized in one of the five state approved programs: Red Cross, YMCA, Ellis, Swim America and NASCO. They will be trained and certified by instructor trainers in their respective programs.

Adult sessions will be conducted by certified American Red Cross instructors. These sessiosn will provide Basic CPR, Basic Water Safety and Basic First Aid. Each family will receive the "Till Help Arrives" booklet and the Swim Central Water Safety Brochure.

Instructor/student ratios will be determined by program curriculum. Instructor aides may be used to maximize class sizes. Children age 36 months and younger will be accompanied in the pool by a parent/guardian. The children will receive a minimum of 35-45 minutes of water safety instruction per class.

Guy, Victoria

From: DiGiacomo, Danielle <DDiGiacomo@Sunrisefl.gov>
Sent: Thursday, February 28, 2013 6:05 PM
To: Guy, Victoria
Cc: Sanford, Jay
Subject: Background check statement

CITY OF SUNRISE

Memorandum

To: Victoria Guy

From: Danielle DiGiacomo, Recreation Supervisor

Date: 2/28/2013

Re: Background Check Policy

CC: Jay Sanford

Per the request of Swim Central, this notice is being provided to inform you that the City of Sunrise collects fingerprints from and runs Level 2 background checks pursuant to Florida Statute 435.04 on all new hires prior to employment.

Danielle DiGiacomo
Recreation Supervisor for Aquatics
City of Sunrise Leisure Services
(954)747-4637
Email: DDiGiacomo@sunrisefl.gov
Website: http://www.sunrisefl.gov

Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.
This message, together with any attachments, is intended only for the addressee. It may contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use, or any action or reliance on this communication is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete the message, along with any attachments.

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Agreement

Item Number: 4G **Meeting Date:** 9/15/2025

City Reference Number (C#): C25198

Item Description:

A Resolution of the City of Sunrise, Florida, approving the purchase of Indoor and Outdoor Athletic Equipment for Gymnasium Improvements from List Industries Inc. D/B/A Storagecraft as the Sole Source provider for Draper, Inc. products; and providing an effective date. Mark Lubelski, City Manager. Kevin Pickard, Director of Leisure Services.

Funding:

001.36.48.572.504640 – Repairs and Maintenance Building

Amount:

$49,000.00

ATTACHMENTS:

ATY Resolution - C25198

Exhibit "A" Quote and Purchase Order T&C's
Sunbiz - List Industries Inc.
Sunbiz - Fictitious - Storagecraft

Background:

The Leisure Services Department requires the purchase of Gymnasium & Athletic Equipment. Funding was included in the 2024/2025 budget for "Gymnasium Improvements - Village Multipurpose Center". These improvements included items such as wall pads to appropriately cover the surrounding walls, a motorized divider curtain, and a new volleyball system.

Draper, Inc. products have been used by the City of Sunrise across various recreational facilities and provide quality, safety features, warranty, and long-term durability. To maintain consistency with Village Multipurpose Center and the other City gymnasiums, the Leisure Services Department recommends the purchase of the following Draper equipment: Fifty (50) Wall pads, Two (2) flat pads; Two (2) power net system, four (4) volleyballs pads, four (4) floor sleeve, four (4) brass plated covers; 1 fold up divider curtain system with curtain drop (76 linear feet) for the total amount of $49,000.00.

In the State of Florida, List Industries Inc. d/b/a Storagecraft, is the exclusive authorized distributor and the only available source to provide Draper equipment. Storagecraft is the City's preferred vendor for this project as the City's prior experience with Draper products installed through construction at the Civic Center Gym B and Sunrise Athletic Complex Multipurpose Center has demonstrated quality and satisfaction. Storagecraft is based in Deerfield Beach, Florida, which is favorable to improve the project delivery timelines.

Staff reached out to Storagecraft and they agreed to match the prices and terms contained in Sourcewell Contract No. 050924-DRP for Athletic and Physical Education Equipment with Related Supplies dated July 11, 2024, awarded after competitive procurement to Draper, Inc.

Based upon Storagecraft’s agreement to provide the Draper, Inc. gymnasium equipment to the City at prices and terms comparable to the existing Sourcewell Contract No. 050924-DRP, it is requested that the City Commission waive the competitive process pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Margarita Marra Phone: 9545722203

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE PURCHASE OF EQUIPMENT FOR GYMNASIUM IMPROVEMENTS FROM LIST INDUSTRIES INC. D/B/A STORAGECRAFT UNDER TERMS AND CONDITIONS COMPARABLE TO SOURCEWELL CONTRACT NO. 050924-DRP FOR ATHLETIC AND PHYSICAL EDUCATION EQUIPMENT WITH RELATED SUPPLIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Draper, Inc. products have been used by the City of Sunrise throughout recreational facilities and the Leisure Services Department recommends the purchase of Draper, Inc. products for gymnasium equipment for consistency; and

WHERAS, List Industries Inc. d/b/a Storagecraft (Storagecraft) is the exclusive authorized distributor of Draper, Inc. products in the State of Florida. StorageCraft has agreed to match the prices and terms contained in Sourcewell Contract No. 050924-DRP for Athletic and Physical Education Equipment with Related Supplies, awarded to Draper, Inc. on July 11, 2024 following competitive procurement.

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

Section 1. The purchase of Draper, Inc. gymnasium equipment from List Industries Inc. d/b/a Storagecraft, in the amount of $49,000.00 is hereby approved. A copy of the Quotation with City of Sunrise Standard Terms and Conditions, is attached hereto and made a part of this Resolution as Exhibit “A”.

Section 2. Because this purchase will be made using prices and terms comparable to an existing governmental contract, the City’s formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 3. The Procurement Manager or designee is hereby authorized to execute a Purchase Order or take other action necessary in connection with this purchase.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

EXHIBIT " A"

STORAGECRAFT

Date: July 1, 2025
Quote valid through 10/01/2025

Quotation

To: Estimating
Project: City Of Sunrise

From: Robert Espineira (HRE@Storagecraft-fl.com)
Sales Manager, Storagecraft

We are pleased to provide the following price quotation for materials and/or services as indicated in general accordance with project plans and specifications available at the time of bidding.
Refer all inquiries regarding this quotation to Robert Espineira at 561-213-8735

Specification section(s):
Manufacturer: Draper Athletic Equipment

Scope:

Wall Pads

Qty	Part No.	Item Description
50	5044XX	2 ft. x 6 ft. - GreenGuard Flat Pad, 2 in. Foam, 14 oz. Vinyl, 7/16 in. OSB, 1 in. Lips
2	Flat Pad	Flat Pad-18 in x 71 in-2.0 in Standard Foam-Standard OSB-1 in Lips

$11,433.00

Volleyball

2	500001	PVS-01 Power VB Syst. w/ Posts, Net, Ant. And BM
4	5011XX	Volleyball Upright Pad - 1 Pad for 1 Post - Specify Color
4	501006	3-1/2 Inch Floor Sleeve
4	501033	8 Inch Brass Plated Cover

$9,720.00

Divider Curtain

1	FU8027	Fold Up Divider Curtain 80' (w) x 27' (h) - Up to 10' Vinyl - Direct Attachment - 3/4 HP, 115 Volt Single Phase Motor
76	CTDROP10	Curtain Dropped 4' to 10' - Priced per linear feet = Curtain Width

$27,847.00

Notes:

- **Addenda Noted:** None
- **Alternates Included:** None
- **Allowance:** None
- Retainage not to exceed 5% on any contract.
- **Bond:** Payment and Performance Bond is available for 2.1%. (Not included in Base Bid)
- Choice of color from manufacturer's standard colors choices
- **All prices are subject to written acceptance within 30 days of date of this quotation.**
- **For quotations under $5,000.00, a purchase order must be issued in lieu of a subcontract agreement**
- Terms: 1/2% 10, Net 30 days upon approved credit
- **Lead-time:** Lead-times fluctuate throughout the year. Unless otherwise notified in writing, allow 6-10 weeks from date Storagecraft receives approved shop drawings complete with color, numbering and resolution of any discrepancies.
  Lead-time includes the following.....
  --
  -- Material fabrication by manufacturer: TBD

Lump sum total price for removal of existing (dumpster by others), delivered materials, installation and NO 7% sales tax included

A copy of the Notice of Commencement is required along with your purchase order/subcontract agreement.

Please Note:

Price firm for shipment 12/1/2025 **in order to meet project substantial completion of :** 12/31/2025

Istallation completion date is a direct result of meeting the above outlined lead-times. Storagecraft will furnish shop drawings within 4-weeks of receipt of purchase order/subcontract along with complete plans and specifications including all addenda.

THE STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS FROM THE CITY OF SUNRISE, FLORIDA, ATTACHED HERE TO AS EXHIBIT A, ARE INCORPORATED HEREIN AND ARE BINDING AND ENFORCEABLE PROVISIONS OF THIS AGREEMENT

401 Jim Moran Blvd.
Deerfield Beach, Fl. 33442

* Ph. 407-889-9888 * Fax 407-889-2040

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE ORDERS FOR THE CITY OF SUNRISE, FLORIDA

1 The delivery of the goods and /or services within the time specified is of the essence for this Purchase Order. City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event Vendor fails to make timely shipment, City shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond Vendor's control, Vendor shall reimburse City for any additional charges incurred.

2 Vendor warrants that the materials, goods, services and/or workmanship furnished and/or delivered pursuant to this Purchase Order shall: (a) Conform in all respects to the description, drawings, and specifications contained in this Purchase Order; (b) Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used; (c) Be new and unused, of good quality and free from defects whether latent or patent in material or workmanship; (d) All material and workmanship is warranted for a minimum of one (1) year from date of acceptance by the City unless otherwise stipulated herein; (e) Be free from any security interests, liens, or encumbrances. Vendor warrants that it has good and marketable title to the goods delivered hereunder;(f) Not infringe upon or violate any copyrights or patent rights; and (g) No warranty, expressed or implied, may be modified, excluded or disclaimed in any way by the Vendor. All warranties shall remain in full force, notwithstanding acceptance and payment from the City.

3 Payment will be made by City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70, after the items awarded have been delivered, received, inspected, accepted, and properly invoiced.

4 The City is exempt from Federal and State Taxes for tangible personal property. The City will provide a tax certificate to the Vendor upon request. The Vendor is not exempt from paying sales tax to the suppliers for materials to fulfill contractual obligations with the City, nor is Vendor authorized to use the City's tax exemption number in securing such materials.

5 The City may, by written notice, terminate this Purchase Order upon 3 days' written notice, in whole or in part, if the Vendor fails to satisfactorily perform any provisions of this Purchase Order, or fails to make progress so as to endanger performance under the terms and conditions of this Purchase Order.

6 This Purchase Order may be terminated by the City without cause upon 30 days' written notice to the Vendor. In the event of such a termination, the Vendor shall be compensated for all services performed satisfactorily prior to termination.

7 Vendor is expressly prohibited from subcontracting its duties and transferring or assigning its rights hereunder without the prior written approval of the City.

8 The Vendor agrees to comply with all applicable Federal, State and Local laws. The Fair Labor Standards Act and Equal Opportunity Provisions of Executive Orders are specifically incorporated herein.

9 If items purchased are classified as toxic or hazardous substances under Chapter 442, Florida Statutes, Vendor must submit copies of the Safety Data Sheet (SDS) for each substance to the City of Sunrise, Risk Management Division and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.

10 Vendor shall indemnify and hold harmless City for all damages, losses and liabilities arising connected to this Purchase Order specifically including but not limited to those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defects existed at the time of shipment by Vendor; the negligence of Vendor in the marketing, sale, and; or services under this Purchase Order; and the breach of a warranty and / or agreement by Vendor pursuant to this Purchase Order. Vendor agrees to pay all damages, costs and attorneys' fees incurred in the defense of any such claim.

11 All purchases are F.O.B. Destination, freight prepaid by Vendor unless otherwise stated on the face of the Purchase Order. Collect shipments will not be accepted. Title of goods shall pass to the City upon acceptance by the City.

12 The Purchase Order shall be governed and construed according to the laws of the State of Florida. Except as set forth in paragraph 10, should the Parties be involved in legal action arising under, or connected to this Purchase Order, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

13 The Vendor is an independent contractor under this Purchase Order. Services provided by the Vendor shall be performed by employees of the Vendor who are subject to supervision by the Vendor, and who shall not be officers, employees, or agents of the City.

14 This Purchase Order and documents included by reference contain the entire understanding of the parties, relating to the subject matter hereof, superseding all prior communications. This Purchase Order may not be changed except by change orders signed by the City.

15 This Purchase Order confirms the acceptance of the Vendor's offer (including a quote, bid, response or proposal) which is made in response to a competitive procurement containing the City's terms and conditions as part of the Vendor's offer. This Purchase Order incorporates the terms of the competitive procurement and the Vendor's offer as if fully set forth herein. In the event the terms of this Purchase Order conflict with the City's competitive procurement and the Vendor's offer, the conflict shall be resolved by giving the documents the following order of priority: this Purchase Order, the City's competitive procurement, and the Vendor's offer. In any case where a quotation has been made without specific terms and conditions, the terms and conditions of this Purchase Order are adopted and agreed to and are binding on both Parties.

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

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

18 E-Verify- Employment Eligibility. (a) Vendor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Vendor has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Vendor's subcontractors performing the duties and obligations of this Purchase Order are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. (b) Vendor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Vendor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Purchase Order which requires a longer retention period. (c) City shall terminate this Purchase Order if it has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Vendor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Vendor to terminate its contract with the subcontractor and Vendor shall immediately terminate its contract with the subcontractor. (d) If City terminates this Purchase Order pursuant to subsection c above, Vendor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Purchase Order was terminated. In the event of such Purchase Order termination, Vendor shall also be liable for any additional costs incurred by City as a result of the termination.

19 Foreign Gifts and Contracts. Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Vendor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Vendor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Purchase Order, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Purchase Order.

20 The Vendor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Vendor and the Purchase Order are subject to the requirements in Section 119.0701, Florida Statutes, the Vendor shall (a) Keep and maintain public records required by the City to perform the services provided hereunder. (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. (c) 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 term of the Purchase Order and following completion of the Purchase Order if the Vendor does not transfer the records to the City. (d) Upon completion of the Purchase Order, transfer, at no cost, to the City all public records in the possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Purchase Order, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Purchase Order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. (e) If the Vendor fails to comply with the requirements in this Public Records Section, the City may enforce these provisions in accordance with the terms of this Purchase Order. If the Vendor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, THE VENDOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK @SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

The words "Contract" shall have same meaning as "proposal," and "Contractor" shall have same meaning as "Trend Transformations."

INSURANCE

Contractor agrees, at its sole expense, to maintain on a primary, non-contributory basis during the life of this Contract, or the performance of the Work under this project, insurance coverages, limits, and endorsements as required herein. The Contractor agrees the insurance requirements herein as well as City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract. Any coverage maintained by the Additional Insureds below shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence $2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the **City of Sunrise** ("Additional Insureds") as an Additional Insureds on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 10 07 04 or GC 20 10 04 13 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement GC 20 37 10 01 or GC 20 37 04 13 Additional Insured – Owners, Lessees, or Contractors – Completed Operations.

Worker's Compensation & Employer's Liability. Contractor agrees to maintain Worker's Compensation & Employers Liability Insurance in accordance with Florida Statutes.

Certificate of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Purchasing Office
Attn: Procurement Manager
10770 W. Oakland Park Blvd, 3rd Floor
Sunrise, FL 33351
Fax (954) 572-2278

Copy to:

City of Sunrise
Risk Management Division
Attn: Risk Manager
10770 W Oakland Park Blvd, 3rd Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Detail by FEI/EIN Number

Foreign Profit Corporation
LIST INDUSTRIES INC.

Filing Information

Document Number	839332
FEI/EIN Number	36-2391343
Date Filed	10/19/1977
State	IL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/23/2019
Event Effective Date	12/31/2019

Principal Address

401 JIM MORAN BLVD
DEERFIELD BEACH, FL 33442

Changed: 01/03/2008

Mailing Address

401 JIM MORAN BLVD
DEERFIELD BEACH, FL 33442

Changed: 02/03/2017

Registered Agent Name & Address

LIST, BRADEN R
401 JIM MORAN BLVD
DEERFIELD BEACH, FL 33442

Name Changed: 02/03/2017

Address Changed: 01/04/2007

Officer/Director Detail

Name & Address

Title P, S, T

LIST, HERBERT A, Jr.
401 JIM MORAN BLVD
DEERFIELD BEACH, FL 33442

Title VP

LIST, BRADEN R
401 JIM MORAN BLVD
DEERFIELD BEACH, FL 33442

Title VP

LIST, COLIN N
401 JIM MORAN BLVD
DEERFIELD BEACH, FL 33442

Annual Reports

Report Year	Filed Date
2023	02/08/2023
2024	04/10/2024
2025	01/28/2025

Document Images

01/28/2025 -- ANNUAL REPORT	View image in PDF format
04/10/2024 -- ANNUAL REPORT	View image in PDF format
02/08/2023 -- ANNUAL REPORT	View image in PDF format
01/28/2022 -- ANNUAL REPORT	View image in PDF format
04/06/2021 -- ANNUAL REPORT	View image in PDF format
04/27/2020 -- ANNUAL REPORT	View image in PDF format
12/23/2019 -- Merger	View image in PDF format
12/23/2019 -- Merger	View image in PDF format
03/07/2019 -- ANNUAL REPORT	View image in PDF format
02/01/2018 -- ANNUAL REPORT	View image in PDF format
06/15/2017 -- Name Change	View image in PDF format
02/03/2017 -- ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/07/2014 -- ANNUAL REPORT	View image in PDF format
01/14/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/03/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
01/03/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
08/09/2006 -- Merger	View image in PDF format

02/10/2006 -- Merger	View image in PDF format
01/09/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/08/2004 -- ANNUAL REPORT	View image in PDF format
01/15/2003 -- ANNUAL REPORT	View image in PDF format
02/07/2002 -- ANNUAL REPORT	View image in PDF format
01/10/2001 -- ANNUAL REPORT	View image in PDF format
02/28/2000 -- ANNUAL REPORT	View image in PDF format
11/22/1999 -- REINSTATEMENT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

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Filing History

Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

STORAGECRAFT

Filing Information

Registration Number	G12000073926
Status	ACTIVE
Filed Date	07/25/2012
Expiration Date	12/31/2027
Current Owners	1
County	BROWARD
Total Pages	3
Events Filed	2
FEI/EIN Number	36-2391343

Mailing Address

401 JIM MORAN BLVD
DEERFIELD BEACH, FL 33442

Owner Information

LIST INDUSTRIES INC
401 JIM MORAN BLVD.
DEERFIELD BEACH, FL 33442
FEI/EIN Number: 36-2391343
Document Number: 839332

Document Images

07/25/2012 -- Fictitious Name Filing — View image in PDF format

09/29/2022 -- Fictitious Name Renewal Filing — View image in PDF format

10/23/2017 -- Fictitious Name Renewal Filing — View image in PDF format

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Filing History

Fictitious Name Search
Submit

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Services

Item Number: 4H **Meeting Date:** 9/15/2025

City Reference Number (C#): C25223

Item Description:

A Resolution of the City of Sunrise, Florida to award Bid No. 25-68-07-MM Laser Grade Ballfields (Infields) to Juniper Landscaping of Florida, LLC and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:
001.36.48.572.503420 - Miscellaneous Contractual Services

Amount:
$86,758.79

ATTACHMENTS:

ATY Resolution - C25223
Tabulation

Sunbiz- Juniper Landscaping of Florida, LLC

Background:

The City of Sunrise is strongly committed to promoting sports and recreation. Through its Leisure Services Department, the City offers a variety of youth and adult athletic programs, including leagues, camps, and classes in sports such as basketball, flag football, soccer, softball and baseball.

The Leisure Services Department recognizes the importance of maintaining athletic fields to ensure a safe, consistent, and high-quality playing surface for all residents. Currently, the infields of several baseball and softball ballfields across the City are in need of repair. Issues include standing water, uneven surfaces causing irregular ball bounces, improper leveling, and sloped areas.

To address these concerns, the Leisure Services Department proposes laser grading the infields to create smooth, level, and properly sloped surfaces to ensure optimal drainage, improved playability, and most importantly, reduced risk of player injuries.

Laser grading will be performed at the following locations:

- Sunrise Sportsplex: Four (4) small infield areas
- Sunrise Athletic Complex: Two (2) small and one (1) large infield area
- Flamingo Park: One (1) small and one (1) large infield area
- Oscar Wind Park: One (1) small infield area
- Piper High School: One (1) small infield area

The Purchasing Office advertised Bid No. 25-68-07-MM for Laser Grading of Ballfields (Infields), with potential optional items, on DemandStar on July 25, 2025. The bid was sent to over 700 vendors. Eight (8) vendors downloaded the plans and one (1) response was received.

Juniper Landscaping of Florida, LLC (Juniper) submitted the single bid. Juniper has previously completed work for the City and has provided laser grading services for sports fields for other public entities, with satisfactory outcomes. References were obtained from the City of Coral Springs and Palm Beach State College. While the cost of those projects were similar to or higher than Juniper's bid, a direct comparison is not feasible due to the unique nature of the City's project requirements.

In accordance with City Code Section 5-173(d), *if fewer than two (2) responsive bids or proposals are received for commodities or contractual services, the department may negotiate the best terms and conditions*. Staff successfully negotiated a 12.5% cost reduction on all laser grading items with Juniper Landscaping of Florida, LLC.

The Leisure Services Department and the Purchasing Office have reviewed Juniper's bid submission, the offered discount, and their history of satisfactory work for similar public-sector projects. Based on this, staff recommends awarding the contract to Juniper Landscaping of Florida, LLC as the single responsive and responsible bidder.

At this time, staff recommends awarding only the laser grading services. Optional items such as top dressing are not included in this recommendation. The total cost, inclusive of the negotiated discount, is within the Leisure Services Department's anticipated expenditure.

It is requested that the City Commission also authorize the City Manager and Director of Leisure Services to approve change orders in an aggregate, not to exceed amount of $10,000.00 to ensure continuity of services and prevent disruptions during completion of work.

No Sunrise vendors were solicited because there are no vendors listed in the Business Tax License directory that supply these services.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Margarita Marra Phone: 954-572-2203

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 25-68-07-MM LASER GRADE BALLFIELDS (INFIELDS) TO JUNIPER LANDSCAPING OF FLORIDA, LLC AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of Bid 25-68-07-MM Laser Grade Ballfields (Infields) to Juniper Landscaping of Florida, LLC, in the amount of $86,758.79 is hereby approved.

Section 2. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. The City Manager and the Director of Leisure Services are hereby authorized to approve change orders in excess of the purchase price, provided the aggregate amount of any change orders does not exceed $10,000.00. The Director of Leisure Services shall provide the City Clerk with copies of any approved change orders.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BID NO: 25-68-07-MM

BID TITLE LASER GRADE BALLFIELDS (INFIELDS)

OPENING DATE: August 4, 2025

TIME: 2:00PM

COMPANY NAME	GRAND TOTAL BID OFFER WITH OPTIONAL ITEMS	TOTAL BID COST FOR LASER GRADE ONLY	NEGOTIATED TOTAL FOR LASER GRADE ONLY
Juniper Landscaping of Florida, LLC	$135,532.10	$99,152.90	$86,758.79

* Staff is recommending awarding only the laser grading services. Other optional items will not be awarded at this time.

BID OPENED BY:
Margarita Marra, Procurement Specialist

Detail by Entity Name

Florida Limited Liability Company
JUNIPER LANDSCAPING OF FLORIDA, LLC

Filing Information

Document Number	L09000012442
FEI/EIN Number	26-4242641
Date Filed	02/06/2009
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/07/2022
Event Effective Date	NONE

Principal Address

4415 Metro Parkway
STE 300
FT. MYERS, FL 33916

Changed: 03/12/2025

Mailing Address

4415 Metro Parkway
STE 300
FT. MYERS, FL 33916

Changed: 03/12/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301

Name Changed: 02/07/2022

Address Changed: 02/07/2022

Authorized Person(s) Detail

Name & Address

Title President, Authorized Member

Duke, MICHAEL B
4415 Metro Parkway
STE 300
FT. MYERS, FL 33916

Title Corporate Secretary

Barber, Jennifer
4415 Metro Parkway
STE 300
FT. MYERS, FL 33916

Annual Reports

Report Year	Filed Date
2024	01/08/2024
2025	01/07/2025
2025	03/12/2025

Document Images

03/12/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/07/2025 -- ANNUAL REPORT	View image in PDF format
02/12/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2024 -- ANNUAL REPORT	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
02/07/2022 -- CORLCRACHG	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
12/01/2021 -- CORLCRACHG	View image in PDF format
01/05/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
01/18/2019 -- ANNUAL REPORT	View image in PDF format
03/05/2018 -- ANNUAL REPORT	View image in PDF format
05/16/2017 -- ANNUAL REPORT	View image in PDF format
12/16/2016 -- Merger	View image in PDF format
03/11/2016 -- ANNUAL REPORT	View image in PDF format
01/28/2015 -- ANNUAL REPORT	View image in PDF format
06/30/2014 -- CORLCRACHG	View image in PDF format
03/06/2014 -- ANNUAL REPORT	View image in PDF format
04/04/2013 -- ANNUAL REPORT	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
02/11/2010 -- ANNUAL REPORT	View image in PDF format
02/06/2009 -- Florida Limited Liability	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Agreement

Item Number: 4I

Meeting Date: 9/15/2025

City Reference Number (C#): C25203

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and BCC Engineering, Inc. n/k/a BCC Engineering, LLC, for Structural Condition Assessment Reports for City Parks Boardwalks"; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:

001.36.48.572.503420 - Misc. Contractual Services

Amount:

$34,216.40

ATTACHMENTS:

ATY Resolution - C25203
Project Agreement
Continuing Services Agreement-BCC

Background:
The City of Sunrise owns and maintains the boardwalks at Oak Hammock Park and Sawgrass Sanctuary Park. Structural assessments for the boardwalks at these parks were last conducted in 2019, and it is recommended that all structures be re-inspected by a professional structural engineer every five (5) years. Due to some observed deterioration of the boardwalk at Oak Hammock Park, it is currently closed to the public until the professional assessment is completed.

The Leisure Services Department has prepared a Project Agreement with BCC Engineering, Inc. to provide structural engineering services. This includes conducting the assessment and preparing reports and preliminary cost estimates for the necessary repairs. The City currently has a Continuing Services Agreement with BCC Engineering.

This project is identified in Exhibit 'A' – Scope of Services, Line No. 42 of the Continuing Services Agreement with BCC Engineering, Inc. Staff has negotiated a fee that is fair and reasonable for the scope of work. Adequate funding is available in the current fiscal year's budget to cover these services.

It is requested that the City Commission approve the Project Agreement with BCC Engineering, Inc. to provide structural engineering services for Oak Hammock Park and Sawgrass Sanctuary Park.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Andrew Lopez, Division Director of Facilities Maintenance

Phone: 954-747-4633

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND BCC ENGINEERING, LLC FOR STRUCTURAL CONDITION ASSESSMENT REPORTS FOR CITY PARKS BOARDWALKS"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires a qualified engineering firm to provide structural engineering assessments for the City-owned boardwalks at the Oak Hammock and Sawgrass Sanctuary parks; and

WHEREAS, in 2021, the City entered into a Continuing Services Agreement with BCC Engineering, Inc. (n/k/a BCC Engineering, LLC) for professional civil engineering services for the City; and

WHEREAS, the City has developed a Project Agreement with BCC Engineering, LLC based on the firm's reasonable proposal and based on its experience and availability for these services.

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and BCC Engineering, LLC, the "Project Agreement between the City of Sunrise and BCC Engineering, LLC for Structural Condition Assessment Reports for City Parks Boardwalks" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The Capital Projects Director is hereby authorized to extend the term of the Project Agreement in accordance with the terms of the approved Project Agreement. The Capital Projects Director shall provide the City Clerk with a copy of any such extension.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

BCC ENGINEERING, LLC

For

STRUCTURAL CONDITION ASSESSMENT REPORTS FOR CITY PARKS BOARDWALKS

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and BCC Engineering, Inc. n/k/a BCC Engineering, LLC ("Consultant") for Miscellaneous Civil Engineering Services (hereinafter referred to as "Continuing Services Agreement") dated November 29, 2017, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated November 29, 2017, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 SCHEMATIC DESIGN (NOT USED)

2.4 DESIGN DEVELOPMENT (NOT USED)

2.5 CONSTRUCTION DOCUMENTS (NOT USED)

2.6 ADMINISTRATION OF CONSTRUCTION (NOT USED)

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services expeditiously. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.8.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall las occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages without any proof of the actual damage resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular phase of services as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the phase completion date, plus approved time extension, until completion of the phase:

Task 1 – Structural Condition Assessment Reports with Preliminary Cost Estimates for Repairs	$100.00

2.8.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement

2.9 PERSONNEL

2.9.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Christian Aquino, PE, SI, FRSE	Project Manager
Kevin Roman Gomez, EI	Project Engineer
Estrella Ruaigip, EI	Project Engineer

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed $34,216.40 based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

Task	Cost	Percent
Task 1 – Structural Condition Assessment (CSA) Reports With Preliminary Cost Estimates for Repairs	$34,216.40	100%

5.3 Additional services of the Consultant as described in Section 2.7, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES (NOT USED)

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of (90) days from the date of execution hereof, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's Capital Projects Director may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed one (1) one-year term. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by BCC Engineering, LLC, signing by and through its Structures Division Manager, Christian Aquino, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By:_____
Mayor Michael J. Ryan

_____day of _____ , 2025.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

By:_____
Thomas P. Moss
City Attorney

CONSULTANT

BCC Engineering, LLC

By:_____
Christian Aquino, Structures Division Manager

_____day of _____ , 2025.

AUTHENTICATE:

_____
Secretary Or Officer

_____
Please print name

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "1"

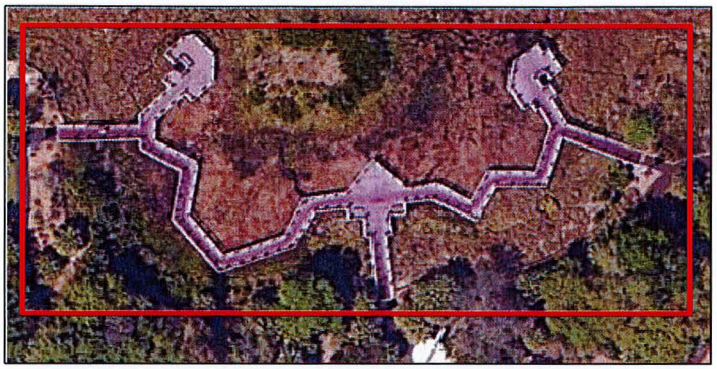
SCOPE OF SERVICE

Task 1 – Assessment Reports with Preliminary Cost Estimates for Repairs

BCC Engineering staff will visit the site to investigate and examine any deficiencies observed in the following structures:

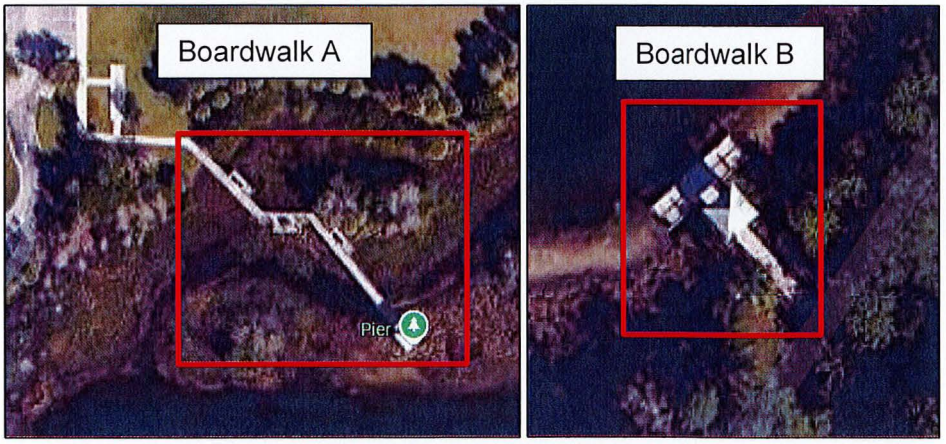
Oak Hammock Park – one (1) boardwalk

- Piles, joists, fascia boards, beams, handrails, fasteners, and underwater inspections of boardwalk piles and underside and top side of boardwalks.



Sawgrass Sanctuary – two (2) separate boardwalks with roof structures

- Piles, joists, fascia boards, beams, handrails, fasteners, and underwater inspections of boardwalk piles and underside and top side of boardwalks.
- The assessment report shall also include the condition of both roof structures.



Based on the deficiencies observed, BCC will prepare a Structural Condition Assessment (SCA) Report to the City in a hard copy binder and USB flash drive.

Deliverables: 100% Structural Condition Assessment (SCA) Reports with Preliminary Cost Estimates for Repairs

EXHIBIT "2"

PROJECT SCHEDULE

Activity	Activity Duration	Cumulative Duration
Task 1 – Condition Structural Assessment Reports with Preliminary Cost Estimates for Repairs	90 Days	90 Days
Total:		**90 Days**

CITY CLERK
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UTILITIES

CONTINUING SERVICES

AGREEMENT

Between

THE CITY OF SUNRISE

And

BCC ENGINEERING, INC.

For

MISCELLANEOUS CIVIL ENGINEERING SERVICES

This Continuing Services Agreement (hereinafter referred to as the "Agreement") is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and **BCC ENGINEERING, INC.**, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose principal place of business is 4901 NW 17th Way, suite 506, Fort Lauderdale, Florida 33309.

WHEREAS, the City solicited proposals from qualified consultants on February 13, 2017, pursuant to the City Request for Qualifications ("RFQ") No. 17-03-01-MS, which RFQ is incorporated within this Agreement by reference and made a part hereof. Consultant submitted a Response to the RFQ dated March 15, 2017, which Response is incorporated within this Agreement by reference and made a part hereof (the "Response to RFQ"). Based upon the representations of Consultant in the Response to RFQ, which representations the City has relied upon, the City selected the Consultant to provide said Continuing Professional Civil Engineering Services for the City's Utilities Department; and

WHEREAS, the Consultant is willing and able to perform such professional services for the City within the basic terms and conditions set forth in this Agreement, the RFQ and the Response to RFQ; and

WHEREAS, the purpose of this Agreement is not to authorize a specific project, but to set forth the terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required;

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

SECTION 1 SCOPE OF SERVICES

1.1. The Consultant will provide comprehensive engineering services to the City's Utilities Department, as specified in EXHIBIT "A," Scope of Services. The City may, but is not required to, enter into a Project Agreement or Letter Agreement for any one or any combination of these Services.

1.2. The Consultant hereby represents to the City, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Consultant, that the Consultant is duly licensed by the State of Florida and has the professional expertise, experience and manpower to perform the services to be provided by the Consultant in a manner consistent with the standard of care in the industry.

1.3. In accordance with the Consultant's Competitive Negotiations Act, the Consultant shall, at the request of the City, provide professional services to the City for additional projects in which construction costs do not exceed $2,000,000, and/or for study activities where fees do not exceed $200,000.

SECTION 2 AUTHORIZATION OF SERVICES

2.1 When the need for services for a specific project occurs, the City may, at its sole discretion, enter into negotiations with the Consultant for that specific project under the terms and conditions of this Agreement. The City shall initiate said negotiations by providing the Consultant with a Scope of Services Request (hereinafter referred to as the "Scope of Services Request"). The Consultant shall provide a proposal that shall conform to the requirements of Section 2.2 below.

2.2. The City and Consultant shall utilize a Project Agreement or a Letter Agreement for each specific project. The Project Agreement, a copy of which is attached to and incorporated into this Agreement as EXHIBIT "C" shall be utilized for all projects requiring design services and/or Construction Administration Services exceeding $25,000. For projects requiring design services equal to or less than $25,000 in value, a Letter Agreement shall be utilized, a copy of which is attached to and incorporated into this Agreement as EXHIBIT "F." Each Project Agreement or Letter Agreement will include but is not be limited to the following negotiated terms:

A The Scope of Services;
B. The deliverables (e.g. drawings, specifications, cost estimates, etc.);
C. The time and schedule of performance and term;
D. The method and amount of compensation;
E The personnel assigned to the specific project, including, but not limited to: Consultant's project manager, other staff and subconsultants, which the City shall have the right to reject in its sole discretion; and,
F. Any modifications to the Project Agreement or Letter Agreement form, if mutually agreed upon by the parties or as required to comply with grants the City has received.

2.3 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement or Letter Agreement. City Staff shall negotiate and prepare Project Agreements for approval by the City Commission. The City Manager is authorized to negotiate and execute Letter Agreements for specific projects in which the Consultant's services do not exceed $25,000. The Utilities Director or Deputy Utilities Director is authorized to negotiate and execute Letter Agreements for projects in which the Consultant's services do not exceed $10,000. Consultant's Services shall be performed and completed as specified in the Project Agreement or Letter Agreement.

2.4 The City may, at its sole discretion, utilize the services of another consultant or solicit Requests for Qualifications for professional services for any project or services outlined in the RFQ and EXHIBIT "A" of this Agreement.

2.5 The City's Procurement Manager is authorized to sign all Agreement renewals, and extensions to this Agreement. Amendments to this Agreement shall be approved by Commission and amendments to Project Agreements and Letter Agreements shall be authorized in accordance with the dollar thresholds specified in Section 2.3.

SECTION 3 COMPENSATION AND PAYMENT

3.1 The City agrees to pay the Consultant compensation for the services provided for in this Agreement as outlined in EXHIBIT "B" Hourly Rates and EXHIBIT "E" Compensation and Method of Payment, which exhibits are attached to and incorporated in this Agreement. It is acknowledged and agreed to by Consultant that the dollar limitations set forth in each respective Project Agreement or Letter Agreement is a limitation upon, and describes the maximum extent of, City's obligation to reimburse Consultant for direct, non-salary expenses, but does not constitute a limitation upon Consultant's obligation to incur such expenses in the performance of services hereunder. If City requests Consultant to incur expenses not contemplated, Consultant shall notify the City's representative in writing and obtain their approval in writing prior to incurring such expenses. Nothing in this Agreement shall be construed to indicate that Consultant shall be obligated to perform services or to incur expenses that have not been authorized in writing by the City.

SECTION 4 TERM

4.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall end five (5) years from the executed date unless and until terminated pursuant to Section 6 of this Agreement. The City reserves the right to renew this Agreement for three (3) additional one-year periods under the same terms and conditions. The City will notify the Consultant of its intent to renew this Agreement in writing sixty (60) days prior to the expiration of this Agreement, or any extension thereof, of the City's intention. Each Project Agreement and Letter Agreement shall specify the term agreed to by the City and the Consultant for services to be rendered under said Project Agreement or Letter Agreement.

4.2 In the event the Services are scheduled to end either by this Agreement's expiration or by termination by the City (at the City's discretion), the Consultant shall continue to perform the agreed upon Services, if requested by the City, until a new agreement can be executed. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Agreement. The Consultant will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

SECTION 5 TERMINATION

5.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience upon ten (10) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any Services completed pursuant to this Agreement to the

satisfaction of the City up to and through the date of termination. Under no circumstances shall City make payment for services that have not been performed. Additionally, the City shall not make payment for the following items:

5.1.1 Anticipated profits or fees to be earned on completed portions of the work;
5.1.2 Consequential damages;
5.1.3 Costs incurred in respect to services performed in excess of reasonable quantitative requirements of this Agreement and Project Agreement(s) or Letter Agreement(s);
5.1.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue services after notice of termination has been given to the Consultant;
5.1.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets; and
5.1.6 Damage or loss caused by delay.

5.2 **Termination for Cause:** This Agreement may be terminated by either party upon seven (7) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify the City against any loss arising from its termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 and the provisions of Section 5.1 shall govern.

5.3 **Termination for Governmental Non-Appropriations:** The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase Services required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue to the satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not in this sole event be obligated to make any further purchases beyond said fiscal year.

SECTION 6 CITY'S RESPONSIBILITIES

6.1 Assist the Consultant by placing at its disposal all reasonably available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by the Consultant.

6.2 Furnish to the Consultant, at the Consultant's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Consultant.

6.3 Arrange for access to and make all reasonable provisions for the Consultant to enter upon City's public property as required for the Consultant to perform services.

6.4 In the event that Consultant believes that City is not reasonably complying with the requirements of Sections 6.1, 6.2 and 6.3 above, Consultant shall immediately provide written notice within three (3) days of such non-compliance to the City, absent which Consultant shall be deemed to have waived such non-compliance by City.

SECTION 7 CONSULTANT'S RESPONSIBILITIES

7.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant.

7.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of persons and property.

7.3 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional engineer under similar circumstances. If at any time during the term of any Project Agreement, Letter Agreement or the construction of the specific project for which the Consultant has provided engineering services under a prior Project Agreement or Letter Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the scope of services, due to Consultant's negligent acts or failure to act, errors or omissions, upon written notification from the City, the Consultant shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the City, and Consultant shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction. The City's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, the Letter Agreement, by law, equity or otherwise.

7.4 The Consultant's obligations under Section 7.3 shall survive termination, cancellation, or expiration of this Agreement or any Project Agreement or Letter Agreement.

7.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes, and regulations. Products, equipment, and material specified for use shall be readily available unless written authorization to the contrary is given by the City.

SECTION 8 POLICY OF NON-DISCRIMINATION

8.1 The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

SECTION 9 CODE OF ETHICS

9.1 The Consultant and its employees shall be bound by the provisions of the City Code of Ethics provided in Sections 10-16 through 10-32 of the Code of the City of Sunrise, Florida, as may be amended from time to time, which standards shall by this reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this Section 9.1 into any subcontract.

SECTION 10 OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data entered into by the Consultant for a project shall provide that all such documents and rights obtained by virtue of such subcontracts shall become the property of the City.

10.2 All finished or unfinished documents, including, but not limited to, detailed reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, specifications, and all other data pertaining to or prepared for the City or furnished by the Consultant pursuant to this Agreement or any Project Agreement or Letter Agreement shall be and shall remain at all times, throughout the Project and thereafter, the property of the City, whether the project for which they are made is completed or not, and shall be delivered by the Consultant to City within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The Consultant shall have the right to keep one record set of the documents upon completion of the work; however, in no event shall the Consultant use, or permit to be used, any of the documents without the City's prior written authorization. Any reuse of such documents by the City without the written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk.

10.3 At the conclusion of its work and before final payment, or from time to time as may be required by the City, the Consultant shall release and deliver to the City any and all such originals; provided, however, that the Consultant may, with the City's approval, reproduce such originals for the purpose of the Consultant's record file of the work. The Consultant shall not sell, copy, or reuse any drawings in total or in part for any other project, except with the prior written permission of the City.

10.4 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as an engineer, as appropriate, in the State of Florida.

SECTION 11 RECORDS/AUDITS

11.1 Consultant shall maintain and shall require its subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to work performed in connection with this Agreement including without limitation, reasonable substantiation of all expenses incurred based on actual costs and of all property acquired or disposed of hereunder. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the City or any authorized City representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries. The Consultant shall remit promptly to the City the amount of any adjustment resulting from audit.

11.2 Refusal of the Consultant to comply with the provisions in this Section shall be grounds for immediate termination for cause by the City of this Agreement or any Project Agreement or Letter Agreement.

SECTION 12 NO CONTINGENT FEE

12.1 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, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the City shall have the right to terminate this Agreement or any Project Agreement or Letter Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13 INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees or subcontractors of the Consultant who shall be subject to supervision by the Consultant, and who shall not be deemed officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Consultant and not City.

SECTION 14 INDEMNIFICATION/HOLD HARMLESS

14.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold-harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant or persons employed or utilized by the Consultant in performance of this Agreement. This indemnification shall survive the term of this Agreement

14.2 PURSUANT TO FLORIDA STATUTES §558.0035, A DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURING WITIN THE SCOPE AND OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

SECTION 15 INSURANCE

15.1 Consultant agrees to maintain, on a primary non-contributory basis and at its sole expense, at all times during the life of this Agreement, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement.

15.1.1 Commercial General Liability: Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** each occurrence, **$2,000,000** annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds .

15.1.2 Worker's Compensation Insurance & Employers Liability: Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute, Chapter 440.

15.1.3 Professional Liability: Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **$1,000,000** per claim, **$1,000,000** annual aggregate, or a **$1,000,000** combined single limit. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Consultant agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Consultant of the obligation to provide replacement coverage.

15.1.4 Additional Insured: The Consultant agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04 or GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsements; or the CG 20 10 07 04 or GC 20 10 04 13 Additional Insured – Owners, Lessees, or Contractors endorsements in combination with the additional endorsement GC 20 37 07 04 or GC 20 04 13 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read "City of Sunrise."

15.1.5 Waiver of Subrogation: Consultant agrees to provide a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

15.1.6 Certificate(s) of Insurance: Consultant agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify City of a non-renewal or cancellation notice, when available by Consultant's insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City by fax and email as set forth in this Section within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance

The certificate holder address shall read:

City of Sunrise
Attn: Risk Manager
City of Sunrise
10770 W. Oakland Park Boulevard, 3rd Floor
Sunrise, FL 33351
Fax: (954) 572-2278
Email: riskmanagement@sunrisefl.gov

15.1.9 Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

SECTION 16 REPRESENTATIVE OF CITY AND CONSULTANT

16.1 City Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The City designates the City's Capital Projects Director, unless designated otherwise by the City Manager, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 Consultant Representative. Consultant appoints Lorin Brissett, as the Consultant's Representative to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17 ALL PRIOR AGREEMENTS SUPERSEDED

17.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 18 SUBCONSULTANTS

18.1 The Consultant has presented the firms shown on EXHIBIT "D" attached hereto and made a part hereof, to the City to act as ongoing subconsultants during the term of this Agreement, and the City hereby approves Consultant's use of said firms.

18.2 In the event the Consultant requires the services of any other subconsultant or subcontractor not identified on EXHIBIT "D" in connection with services covered by this Agreement, any Project Agreement or any Letter Agreement, the Consultant must secure the prior written approval of the City Commission.

18.3 Any subcontract with a subcontractor or subconsultant shall afford to the Consultant rights against the subcontractor or subconsultant which correspond to those rights afforded to the City against the Consultant herein, including but not limited to those rights of termination as set forth herein.

18.4 **No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved in writing by the City for use by the Consultant.**

SECTION 19 NOTICES

19.1 Whenever either party desires to, or is required to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or other commercial overnight delivery services, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR CITY:

Utilities Director
City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise, Florida 33323
(954) 888-6055

WITH A COPY TO:

City Attorney
City of Sunrise
City Attorney's Office
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 746-3300

Procurement Manager
City of Sunrise
Purchasing Office
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 572-2274

FOR CONSULTANT:

Lorin Brissett
BCC Engineering, Inc.
4901 NW 17th Way, Suite 506
Fort Lauderdale, FL 33309
(954) 928-1828

SECTION 20 TRUTH-IN NEGOTIATION CERTIFICATE

20.1 Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged to the Consultant's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

SECTION 21 GOVERNING LAW/JURISDICTION/VENUE

21.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Sections 14, 5.2, and 30, should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation between the parties will be Broward County, Florida. Both parties hereby agree to waive a jury trial in any action between them, and will proceed to a trial by judge if necessary.

SECTION 22 HEADINGS

22.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 23 EXHIBITS

23.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 24 COUNTERPARTS

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

SECTION 25 WORDS AND PHRASES

25.1 Where the words "required," "approved," "approval," "satisfactory," "determined," "acceptable," or words of like import are used in this Agreement, action by the City is indicated unless the context clearly indicates otherwise, and all work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Consultant of its contractual responsibilities for performance of this Agreement. Wherever it is provided in the Agreement that the Consultant shall perform certain work "at its own expense," or "without charge," or that certain work will not be paid for separately, such words mean that the Consultant shall not be entitled to any additional compensation from the City for such work.

SECTION 26 NOTICE OF COMMENCEMENT/NOTICE TO PROCEED

26.1 Consultant shall not commence work until: 1) all insurance to be furnished hereunder has been approved by the City; and 2) Consultant has received a City Purchase Order and written Notice to Proceed or Notice of Commencement from the duly authorized representative of the City for provision of services under a Project Agreement or Letter Agreement. The City shall not be responsible to pay for or reimburse the Consultant for any work that does not comply with this Section.

SECTION 27 TIME IS OF THE ESSENCE

27.1 All limitations of time set forth in this Agreement or any resulting Project Agreement or Letter Agreement are of the essence.

SECTION 28 CLAIMS BY CONSULTANT

28.1 All claims by the Consultant, all questions concerning interpretation or clarification of this Agreement or the acceptable fulfillment of this Agreement on the part of the Consultant, and all questions as to compensation and to extension of time shall be submitted in writing to the City's representative. The Consultant shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so. All determinations, instructions, and clarifications of the City shall be final unless the Consultant files a written protest with the City Manager within fourteen (14) calendar days after the City's representative notifies the Consultant of any such determination, instruction, or clarification, which written protest shall state clearly and in detail the basis of the protest. The City Manager's decision shall be final.

28.2 The City Manager will issue a decision upon such protest. At all times during the protest period, the Consultant shall proceed with the work in accordance with determinations, instructions, and clarifications of the City's representative. The Consultant's failure to protest the City's representative's determinations, instructions, clarifications, or the City Manager's decision within fourteen (14) calendar days after receipt thereof shall constitute a waiver by the Consultant of all its rights to further protest, judicial or otherwise.

28.3 It is specifically agreed that any and all claims by a party against another party arising out of this Agreement or the performance of the work thereunder or relating thereto, or otherwise (including but not limited to claims for extra work) except as specifically se forth in Subsections 28.1 and 28.2 above, shall be waived unless presented in writing to the other party within the time limit specified in this Agreement but in no event in excess of thirty (30) calendar days after occurrence of the event or circumstances giving rise to such claim.

28.4 The Consultant shall also submit such information, costs and data in such detail and specificity as may be reasonably required by the City to justify and substantiate such claims. The Consultant shall certify that all such information, costs and data are accurate, complete, and true, to the best of its knowledge. It is agreed that under no circumstances shall the Consultant be compensated or reimbursed for expenses incurred in claim preparation, presentation, or prosecution unless directed in writing by the City.

SECTION 29 CONSULTANT'S STANDARD OF CARE

29.1 Consultant represents that Consultant's services shall be performed with that degree of skill and judgment which is normally exercised by recognized professional engineering firms performing services of a similar nature, and that the services shall be performed and shall conform to generally accepted engineering firms' standards and practices. Consultant will re-perform any services not meeting this standard without additional compensation and shall pay all costs and expenses associated with correcting said services or work including any additional testing, inspections, corrections, or construction.

SECTION 30 PATENT INDEMNITY

30.1 Subject to the limitations set forth in this Agreement, the Consultant shall indemnify, save harmless and defend the City and the City Commissioners, City officers, and City agents and employees (collectively "City Indemnified Party") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys'

fees incident to any infringement of any patent or patents related in any manner to the subject matter of the Agreement documents prepared by the Consultant; provided, however, that any City Indemnified Party may, at its option, be represented in any such suits, actions or legal proceedings by attorneys selected by City Indemnified Party at Consultant's expense. In case the Construction Documents or any part thereof is held in such suit to constitute infringement of any patent or patents and its use enjoined, the Consultant shall, at its own expense, subject to the limitation of the Consultant liability prescribed in this Agreement, either procure for the City the right to continue using said Construction Documents or replace same with non-infringing Construction Documents.

SECTION 31 FORCE MAJEURE

31.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is delayed, hindered or prevented by any cause which is beyond the reasonable control of the party affected thereby (hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: war (declared or undeclared), fire, riot, storm, hurricane, floods, earth quake, tornado, act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above, which is not reasonably within the control of the party claiming Force Majeure.

31.2 The party affected by any Force Majeure shall give prompt written notice to the other party advising of the nature and extent of any Force Majeure and advising of the effects of the Force Majeure upon the completion and cost of the work hereunder. The parties shall consult promptly with each other concerning the Force Majeure and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Force Majeure which prohibits performance by the Consultant for more than sixty (60) days, either party may terminate this Agreement for convenience and shall have no further obligation hereunder.

SECTION 32 SUSPENSION

32.1 The City may, at its sole option, decide to suspend at any time the performance of all or any portion of work to be performed under this Agreement. The Consultant will be notified of such decision by the City in writing. The order shall be specifically identified as a stop work order under this Section. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of suspension.

32.2 Upon receipt of any such notice, the Consultant shall, unless the notice requires otherwise, do the following:

A. Immediately discontinue work on the date and to the extent specified in the notice;
B. Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
C. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
D. Continue to protect and maintain the services including those portions on which services have been suspended.

32.3 As full compensation for such suspension, the Consultant shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:

A. An equitable amount to reimburse the Consultant for the cost of maintaining and protecting that portion of the services which have been suspended; and
B. If, as a result of any such suspension of services, the cost to the Consultant of subsequently performing services is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of services.

SECTION 33 RECORD DRAWINGS AND SPECIFICATIONS

33.1 During construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

33.2 A review of the markup record drawings at the construction site will be conducted at the progress meeting.

SECTION 34 ORDER OF PRECEDENCE

34.1 In the event of an inconsistency between provisions of this Agreement, the inconsistency shall be resolved in the following order:

A. Project Agreement or Letter Agreement
B. Continuing Services Agreement
C. RFQ
D. Response to RFQ

SECTION 35 SUCCESSORS AND ASSIGNS

35.1 The City and Consultant bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in this Agreement. The Consultant shall not assign this Agreement without prior written consent of the City.

SECTION 36 CONSULTANT'S PERSONNEL

36.1 The presence or duties of the Consultant's personnel at a work site, whether as onsite representatives or otherwise, do not make the Consultant or the Consultant's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health and safety precautions required by such

construction work. The Consultant and the Consultant's personnel shall report to the City any health or safety deficiencies of the construction contractor(s) or other entity or any other person at the construction site that Consultant's personnel actually observe.

SECTION 37 SEVERABILITY

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

SECTION 38 ENTIRETY OF CONTRACT

38.1. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Agreement.

SECTION 39 THIRD PARTY BENEFICIARIES

39.1 It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant and that there are no third party beneficiaries under this Agreement.

SECTION 40 PUBLIC RECORDS

40.1 The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Consultant and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Consultant shall:

A. Keep and maintain public records required by the City to perform the services provided hereunder.

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

C. 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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.

D. Upon completion of this Agreement, transfer, at no cost, to the City all public records in the possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy

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

40.2 If the Consultant fails to comply with the requirements in this Section 40, the City may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK @SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

SECTION 41 DISCRMINATORY VENDOR LIST

41.1 Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, contractor, supplier, subcontractor, or under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

SECTION 42 PUBLIC ENTITY CRIMES

42.1 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, contractor, supplier,

subcontractor, or under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Consultant represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

SECTION 43 SCRUTINIZED COMPANY

(*Applicable to agreements over $1 million for goods or services)*

43.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not:

A. On the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel;
B. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
C. Engaged in business operations in Cuba or Syria.

43.2 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant:

A. Is found to have submitted a false certification as provided under subsection 287.135(5);
B. Has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
C. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
D. Has been engaged in business operations in Cuba or Syria.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by BCC Engineering, Inc. by and through its Executive Vice President, the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

29 day of November, 2017.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

Kimberly A. Kisslan, City Attorney

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

CONSULTANT

BCC ENGINEERING, INC.

BY: _____
Ariel Millan, P.E.

TITLE: Executive Vice President

2nd day of NOVEMBER, 2017.

AUTHENTICATE:

_____
Chief Financial Officer

Jesper Kanold
Please type name

(CORPORATE SEAL)

WITNESSES:

_____

_____

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

EXHIBIT "A"

Scope of Services

The scope of this Agreement is presently planned to consist of one of more of the following specific projects. However, the exact specifications and location for each proposed project are subject to change by the City prior to execution of each Project Agreement or Letter Agreement. If any of the below listed projects do not meet the threshold of the Consultants Competitive Negotiation Act, the City reserves the right, at its sole discretion, to utilize the services of another Consultant to complete the particular project:

1. Reconstruction projects following extreme weather events
2. Utility Administration Building: 777 Sawgrass Corporate Parkway
3. Gas Administration Building: 4401 NW 103rd Avenue
4. Sawgrass Wastewater Treatment Plant: 14150 NW 8th Street
5. Springtree Wastewater Treatment Plant: 4350 Springtree Drive
6. Southwest Water Treatment Plant: 15400 Watermill Road
7. Southwest Wastewater Treatment Plant: 15400 Slydgemill Road
8. Park City Water Facility: 8700 S. Pine Island Road
9. Melaleuca Water Facility: 12630 SW 2nd Street
10. Fleet Maintenance/Fueling Station: 5580 NW 108th Avenue
11. Works Complex: 10500 NW 55th Street
12. Old Public Works site: 6466 NW 20th Street
13. Senior Center: 10650 W. Oakland Park Boulevard
14. City Hall: 10770 W. Oakland Park Boulevard
15. Civic Center: 10610 W. Oakland Park Boulevard
16. Fire Station No. 39: 6800 Sunset Strip
17. Fire Station No. 59: 8330 NW 27th Place
18. Fire Station No. 72: 10490 W. Oakland Park Boulevard
19. Fire Station No. 83: 60 Weston Road
20. Fire Station No. 92: 13721 NW 21st Street
21. Public Safety Building: 10440 W. Oakland Park Boulevard
22. Sunrise Athletic Complex: NW 44th Street 11501
23. City Park/Multi-Purpose Complex: 2240 NW 68th Avenue
24. Nob Hill Soccer Club: 10200: Sunset Strip
25. Flamingo Park: 12855 NW 8th Street
26. Oscar Wind Park: 270 N. New River Circle
27. Sawgrass Sanctuary: 237 N. New River Circle
28. Tennis Center: 9605 W. Oakland Park Boulevard
29. Welleby Park: 11100 NW 44th Street
30. Village Beach Club: 6767 NW 24th Street
31. Roller Hockey Complex: 5201 NW 103rd Avenue
32. Roarke Pool: 1720 NW 60th Avenue
33. Sunset Strip Park at NW 109th Avenue
34. 9525 W. Oakland Park Parcel
35. Bicycle lane additions on roadways within the City's boundaries as found in the Sunrise Bicycle & Pedestrian - Greenways & Trails Master Plan.
36. Milling and resurfacing roadways within the City's boundaries
37. Modifications to existing sidewalks and similar pedestrian paths with in the City's boundaries

38. Modifications to roadways including new or improvements to turn lanes and medians within the City's boundaries
39. Storm water improvements in rights-of-way within the City's boundaries
40. Modifications and improvements to existing canals, lakes, and other bodies of water within the City's boundaries
41. Miscellaneous installation of new and modifications or repairs to infrastructure both in existing rights-of-way and on City owned property including paving, storm drainage, water/wastewater utilities (including but not limited to gravity sanitary sewer lines, forcemains, watermains, lift stations, water services and metering), bridges, associated landscaping, and irrigation, with a construction value up to $2,000,000, as required.
42. Professional services to the City for additional projects in which construction costs do not exceed $2,000,000, and/or for study activities where fees do not exceed $200,000.

EXHIBIT "B"

HOURLY RATES

Increase In Hourly Rates – Hourly rates may be adjusted annually after the first full year of this AGREEMENT, if authorized by the CITY. In no instance may any adjustment exceed 5% in any one year. The adjusted rates shall not be used to adjust previously authorized Project Agreements. Such adjustment shall be authorized through a written amendment to this Agreement.

BCC Engineering, Inc.

Principal Engineer	$205.00/hr.
Chief Engineer	$180.00/hr.
Project Manager	$170.00/hr.
Senior Engineer	$170.00/hr.
Senior Designer	$104.00/hr.
Project Engineer	$115.00/hr.
CAD Technician	90.00/hr.
Designer	$90.00/hr.

Carnahan, Proctor and Cross, Inc.

Senior Principal	$300.00/hr.
Principal	$205.00/hr.
Director of Engineering	$205.00/hr.
Senior Engineering Project Manager	$175.00/hr.
Engineering Project Manager	$170.00/hr.
Project Engineer	$140.00/hr.
Staff Engineer	$115.00/hr.
Project Coordinator	$90.00/hr.
CAD Technician	$90.00/hr.
Administrative Assistant	$65.00/hr.
Laser Scanning 2-Man Crew	$225.00/hr.
Senior Construction Inspector	$120.00/hr.
Construction Inspector	$90.00/hr.
Expert Witness (Prep and Testimony)	$300.00/hr.

EXHIBIT "C"

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

INSERT FIRM NAME HERE

For

TITLE OF PROJECT

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and _____ ("Consultant") for Miscellaneous Civil Engineering Services (hereinafter referred to as "Continuing Services Agreement") dated _____, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated _____, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 SCHEMATIC DESIGN

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for its review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.4 DESIGN DEVELOPMENT

2.4.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.4.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5 CONSTRUCTION DOCUMENTS

2.5.1 Upon the City's authorization, the Consultant shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.5.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.5.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders. Such packages shall include copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. The Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.

2.5.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.5.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.5.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.6.2 through 2.6.13. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

2.6.2 The Consultant shall represent the City during construction and shall facilitate all instructions and other appropriate communications between the City and the Contractor, which shall be communicated through the Consultant. The Consultant shall act on behalf of the City only to the extent provided herein and in the Construction Contract.

2.6.3 Upon receipt, the Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data that the City or the

Consultant may require from the Contractor. The purpose of such review and examination will be to protect the City from an unbalanced Schedule of Values that allocates greater value to certain elements of the work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the City directs the Consultant to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Consultant shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Consultant shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the City.

2.6.4 The Consultant shall observe the work of the Contractor on a periodic basis. The purpose of such observations will be to determine the quality, quantity and progress of the work in comparison with the requirements of the Construction Documents and Contract. In making such observations, the Consultant shall exercise care to protect the City from defects or deficiencies in the work from unexcused delays in the schedule and from overpayment to the Contractor. Following each such site visit, the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the City. The Consultant shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

2.6.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.6.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.6.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.

2.6.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special

inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

2.6.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.6.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.

2.6.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Contract for Construction.

2.6.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such

documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services expeditiously. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.8.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall las occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages without any proof of the actual damage resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of

a particular phase of services as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the phase completion date, plus approved time extension, until completion of the phase:

Item 1	$_____
Item 2	$_____
Item 3	$_____
Item 4	$_____

2.8.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement

2.9 PERSONNEL

2.9.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned

to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed _____ based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

Schematic Design:	$00.00	(%)
Design Development:	$00.00	(%)
Construction Documents:	$00.00	(%)
Construction Administration:	$00.00	(%)
Reimbursable Expenses	$00.00	(%)

5.3 Additional services of the Consultant as described in Section 2.7, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement–

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's in the interest of the Project, as follows:

Not to exceed $_____ without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinance of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional

insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of three (3) years from the date of execution hereof, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's Capital Projects Director may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed three (3) one-year terms. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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EXHIBIT "C"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by _____, signing by and through its _____ duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 20__.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the City:

Kimberly A. Kisslan, City Attorney

By: _____
Kimberly A. Kisslan
City Attorney

EXHIBIT "C"

CONSULTANT

_____

By: _____

____ day of _____, 20__.

AUTHENTICATE:

_____
Secretary

_____
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

EXHIBIT "C"

EXHIBIT "1"

SCOPE OF SERVICES

EXHIBIT "C"

EXHIBIT "2"

PROJECT SCHEDULE

EXHIBIT "D"

SUBCONSULTANTS LIST

CIVIL ENGINEERING SUPPORT: Carnahan, Proctor and Cross, Inc.

PLANNING: Tindale-Oliver and Associates, Inc.

PLANNING: Renaissance Planning Group, Inc.

MECANICAL, PLUMBING, AND ELCTRICAL ENGINEERING: Project Caine, Inc.

ENVIRONMENTAL: E Sciences, Incorporated

ENVIRONMENTAL: AirQuest Environmental, Inc.

SURVEY and LANDSCAPE ARCHITECTURE: Keith and Associates, Inc.

GEOTECHNICAL ENGINEERING: Professional Services Industries, Inc.

PHOTOGRAMMETRY AND REMOTE SENSING: I.F. Rooks & Associates, Inc.

THERMAL SCANNING: GS Engineering Services, Inc.

EXHIBIT "E"

COMPENSATION AND METHOD OF PAYMENT

City agrees to pay the Consultant, as compensation for the consulting services provided for in this Agreement, an amount to be negotiated by the City and the Consultant, in accordance with the provisions of this Agreement and the City Ordinances and/or policy.

1. **METHOD OF BILLING AND PAYMENT**

1.1 The Consultant shall submit invoices no more frequently than once per month to the City's Representative for services performed to date under this Agreement. Said invoice shall include at minimum the items identified in Section 4 below.

1.2 The City agrees that it will make its best efforts to pay the Consultant within twenty (20) calendar days of receipt of the Consultant's correct statement as provided herein.

1.3 Payment will be made to the Consultant at the following address:

4901 NW 17th Way, Suite 506
Fort Lauderdale, FL 33309

2. **INVOICES**

Consultant invoices must consist of the following:

2.1 **FOR PROJECT SUM WORK/SERVICES**

A. Project Number and Project Name assigned by City
B. Date
C. Billing Period
D. Invoice Number
E. Purchase Order Number
F. Phase of work as set forth in the work authorization and the estimated percentage of work completed. Billings for each phase shall not exceed the amount allocated to said phase. Invoice shall include a summary of fees with accrual of the total and credits for portions paid previously.
G. Amount billed to date on previous invoices
H. Amount paid to date on previous invoices
I. If multiple City accounts are used, allocation of work to each account.
J. Beginning and ending balance amount
K. When requested by City, Consultant shall provide backup for past and current invoices that record hours, hourly rate costs and expenses so that total hours and costs by tasks may be determined.

2.2 Invoices shall be accompanied by such supporting documentation as the City may from time to time reasonably request. Supporting documentation for Reimbursable Costs shall include, but not be limited to the following:

A. Labor costs shall be supported by a description of the work performed during the invoiced period, if requested, as agreed to by the City, and by person.

B. Billings by the Consultant for the City-approved services, expenses, and other costs for outside commitments, of vendors, suppliers and subconsultants shall be supported by copy of such third parties' original invoice and related supporting documentation.

C. Where authorized, billings for travel and per diem expenses excluding meals, shall be supported by travel expense reports. Travel expenses shall not exceed the amounts authorized by Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida.

D. The Consultant will prepare and the Consultant's Project Manager will sign each invoice submitted.

2.3 Consultant Pay Requests: The Consultant's payment requests for services shall, where applicable, reflect the allocations as provided in this Agreement and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the City that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the rates billed are correct and in accordance with the rates in EXHIBIT "B," that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, and that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment and reimbursement shall further constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to, others, including its subconsultants, incurred in connection with the Project, will be paid in full.

2.4 The City may withhold payment on items lacking proper support until such support is received and accepted by the City. Disputed items will be deducted from invoices by the City and referred to the Consultant for clarification to avoid delay in payment of undisputed items. Payment by the City of the Consultant's invoices shall be without prejudice to the City" right to audit the Consultant's invoices and to challenge the correctness of the invoice at any time thereafter.

2.5 As soon as practical after submission to the City of **1)** the Consultant's final statement supported by an invoice, and **2)** a certificate signed by the City's Representative that the work under this Agreement has been satisfactorily completed, the City shall make final payment in an amount which will make the aggregate of all progress payments and the final payment equal to the full amount due under this Agreement. Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to others, including its subconsultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the City all documents requested by the City evidencing payment to any and all subconsultants,

and all final specifications, plans or other documents as dictated in the Agreement. Acceptance of final payment shall constitute a waiver of all claims against the City by the Consultant.

2.6 Payments otherwise due the Consultant may be withheld in an amount sufficient to satisfy any claim which the City may have against the Consultant.

2.7 The Consultant shall promptly repay to the City, within thirty (30) days after receipt of the City's request, any overpayment by the City.

EXHIBIT "F"

Sunrise Account No.: _____

Sunrise P.O. No.: _____

Sunrise Project No.: _____

PROJECT TITLE

Letter Agreement No. LA____

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and _____ ("Consultant") for Miscellaneous Civil Engineering Services (hereinafter referred to as "Continuing Services Agreement") dated _____, this Letter Agreement authorizes the Consultant to provide the services as set forth below. The City and the Consultant hereby agree as follows:

A. INCORPORATION OF CONTINUING SERVICES AGREEMENT

1. All terms and conditions of the Continuing Services Agreement between the City and the Consultant, not specifically modified by this Letter Agreement shall remain in full force and effect and are incorporated into and made a part of this Letter Agreement by this reference as though set forth in full.

B. SCOPE OF SERVICES: The Consultant will perform the following:

1. Provide a general description of the work. The last sentence of the description to read, "The work under this Letter Agreement shall include the following specific tasks:"

   a) _____

   b) _____

C. TERM AND TERMINATION

1. This Letter Agreement shall be effective on the date it is executed by the last party to execute it and shall be effective for a period of one (1) year from the date of execution.

2. This Letter Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Letter Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

3. This Letter Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Letter Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which

invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement and Section F of this Letter Agreement.

4. Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

   a. Anticipated profits or fees to be earned on completed portions of the work;

   b. Consequential damages;

   c. Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Letter Agreement;

   d. Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant;

   e. Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets; and

   f. Damage or loss caused by delay.

D. DELIVERABLES

1. _____

2. _____

E. SCHEDULE

1. The Consultant will commence work upon receipt of an executed Letter Agreement and shall perform its services as expeditiously as practical to meet the project schedule attached as EXHIBIT "1" to this Letter Agreement.

2. Upon receipt of the fully executed Purchase Order, the Consultant shall commence services to the City, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Letter Agreement as EXHIBIT "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall las occur, shall constitute the Contract Time.

3. No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City

within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

F. COMPENSATION

1. The City shall compensate the Consultant for an amount not to exceed _____ based on services rendered pursuant to Section B Scope of Services, of this Letter Agreement by allocating the estimated percentage of work for each of the phases set forth in Section F.2. Billings for each phase shall not exceed the amount allocated to each phase.

2. Payment to the Consultant of the sum set forth in Section F.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Task 1	$0.00
Task 2	$0.00
Task 3	$0.00

G. BILLING AND PAMENTS TO CONSULTANT

1. Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT F of this Letter Agreement.

H. KEY CONSULTANT PERSONNEL

_____

_____

_____

I. SEVERABILITY

1. If any term or provision of this Letter Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Letter Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Letter Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT "F"

IN WITNESS WHEREOF, the parties hereto have made and executed this Letter Agreement on the respective dates under each signature: The City, signing by and through its (Insert the name of the City Manager, Utilities Director or Deputy Utilities Director), and by (Insert the Name of Firm), signing by and through its (Insert the Title of Person Authorizing Agreement), the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
(Insert "City Manager" or "Utilities Director" or Deputy Utilities Director")

____ day of _____, 20XX.

CONSULTANT:

By: _____
(Insert Name of Signatory)
(Insert Title of Signatory)

EXHIBIT "F"

EXHIBIT "1"

PROJECT SCHEDULE

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Amendment

Item Number: 4J **Meeting Date:** 9/15/2025

City Reference Number (C#): C25216

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Continuing Services Agreement between the City of Sunrise and Traf Tech Engineering, Inc. for Traffic Engineering Consulting Services"; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
001.33.30.515.503130 - Professional Services

Amount:
Not to exceed budgeted funds for FY 2024/2025
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25216
Third Amendment
Resolution No. 19-121-20-A
Continuing Services Agreement
First Amendment
Second Amendment
Sunbiz - Traf Tech Engineering Inc.

Background:

A Continuing Services Agreement (Agreement) was approved via Resolution No. 19-121-20-A and entered into between City of Sunrise and Traf Tech Engineering, Inc. on February 25, 2020 for Traffic Engineering Consultant Services. The First Amendment adding mandatory statutory provisions was signed and became effective on October 11, 2022. The Second Amendment adding mandatory statutory provisions was signed and became effective on December 28, 2023.

Due to the volume of development project applications currently being processed, an amendment to the existing agreement for traffic consulting services is requested. There has been a significant influx of large development and redevelopment projects. The increased workload necessitates additional resources and a corresponding adjustment to the allowable spending in the Continuing Service Agreement (CSA).

This additional spending authority requested is critical and required for the review of the development applications and to provide proper traffic analysis and standards for the proposed new developments. Traffic analysis and standards are crucial for ensuring accurate and safe integration of the development projects. An increase in the CSA spending authority from $40,000 to $55,000 is requested to accurately reflect the current development application demands and assist with the successful and timely review of the development applications.

Commission approval is requested for the Third Amendment to the Continuing Services Agreement between the City of Sunrise and Traf Tech Engineering, Inc. for the reasons set forth herein.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Victoria Hernandez, MBA Phone: 954-572-2276

Department Head Name and Title:
Shannon Ley, Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "THIRD AMENDMENT TO CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE AND TRAF TECH ENGINEERING, INC. FOR TRAFFIC ENGINEERING CONSULTING SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Continuing Services Agreement between the City of Sunrise and Traf Tech Engineering, Inc. for Traffic Engineering Consulting Services (Agreement) was approved by Resolution No. 19-121-20-A and entered into on February 25, 2020; and

WHEREAS, the parties entered into a First Amendment to the Agreement, which added mandatory Florida statutory provisions, on October 11, 2022; and

WHEREAS, the parties entered into a Second Amendment to the Agreement, which added mandatory Florida statutory provisions, on December 28, 2023; and

WHEREAS, the need for additional traffic engineering consulting services has increased due to the increase of development and redevelopment projects; and

WHEREAS, an amendment to the Agreement is necessary to account for the need for additional traffic engineering consulting services associated with development applications submitted to the City's Community Development Department.

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

Section 1. The "Third Amendment to Continuing Services Agreement between the City of Sunrise and Traf Tech Engineering, Inc. for Traffic Engineering Consulting Services" (Third Amendment) is hereby approved. A copy of the Third Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is authorized to execute the Third Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____

Felicia M. Bravo

City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

THIRD AMENDMENT TO
CONTINUING SERVICES AGREEMENT
BETWEEN
THE CITY OF SUNRISE
AND
TRAF TECH ENGINEERING, INC.
FOR
TRAFFIC ENGINEERING CONSULTING SERVICES

This Third Amendment to Continuing Services Agreement (Third Amendment) between the City of Sunrise and Traf Tech Engineering, Inc. is made by and between the City of Sunrise, Florida, a Florida municipal corporation, (City), and Traf Tech Engineering, Inc., a Florida corporation (Consultant), whose principal place of business is 8400 N. University Drive, Suite 309, Tamarac, Florida 33321 this _____ day of _____, 2025.

WHEREAS, a Continuing Services Agreement (Agreement) was approved by Resolution No. 19-121-20-A and entered into between the parties on February 25, 2020; and

WHEREAS, the First Amendment to the Agreement, which added mandatory Florida Statutory provisions was signed and became effective on October 11, 2022; and

WHEREAS, the Second Amendment to the Agreement, which added mandatory Florida Statutory provisions was signed and became effective on December 28, 2023; and

WHEREAS, the need for additional traffic engineering consulting services has increased due to the large influx of development and redevelopment projects; and

WHEREAS, the parties agree that an amendment to the Agreement is necessary to revise Section 2.4 and increase the amount for professional services that are associated with development applications submitted to the City's Community Development Department, from the not-to-exceed amount of $40,000.00 per fiscal year to the not-to-exceed amount of $55,000.00 per fiscal year.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the City and Consultant agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Third Amendment.

2. Amendment to Agreement. Section 2.4 of the Agreement is hereby amended as follows with additions in underscore and deletions in ~~strikethrough~~:

   SECTION 2 – AUTHORIZATION OF SERVICES

   2.4 For professional services that are associated with development applications submitted to the City's Community Development Department for review and processing, most of which are associated with the City's cost recovery program for plan review, no written proposal or Project Agreement is necessary. The Consultant's services shall be billed on a monthly basis consistent with the hourly rates identified in EXHIBIT "B" and EXHIBIT "E" of this Agreement and shall not exceed $~~40,000~~ $55,000.00 per fiscal year.

3. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Agreement, the terms of this Third Amendment shall govern. All other terms of the Agreement shall remain and continue in full force and effect.

4. Captions. The captions of this Third Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Third Amendment.

5. Effective Date. This Third Amendment shall be effective on the date this Third Amendment is fully executed.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Traf Tech Engineering, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2025.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

TRAF TECH ENGINEERING, INC.

By: _____
Jaoquin E. Vargas, President

____ day of _____, 2025

AUTHENTICATE:

_____

_____

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE

2020 JAN 29 PM 2:26

SUNRISE, FLORIDA

RESOLUTION NO. 19-121-20-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE AND TRAF TECH ENGINEERING, INC. FOR TRAFFIC ENGINEERING CONSULTANT SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of a qualified firm or individual to provide traffic engineering consultant services; and

WHEREAS, on August 13, 2019, the City Commission approved Resolution No. 19-121 authorizing staff to negotiate a Continuing Services Agreement (CSA) and hourly rates with the top ranked firm resulting from RFQ 19-04-01-MS; and

WHEREAS, staff met with Traf Tech Engineering, Inc. and agreed upon hourly rates that are fair, reasonable and within industry standards; and

WHEREAS, the CSA (1) establishes the terms and conditions for Project Agreements or proposals for specific projects or services, and (2) authorizes hourly billing not to exceed $40,000 each fiscal year for professional services associated with development applications submitted to Community Development Department.

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

Section 1. A "Continuing Services Agreement between the City of Sunrise and Traf Tech Engineering, Inc. for Traffic Engineering Consultant Services" (CSA) is hereby approved. A copy of the CSA is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Mayor is authorized to execute this CSA.

Section 3. Pursuant to Section 2.3 of the CSA, the City Manager or designee is authorized to approve Project Agreements for specific projects in which the Consultant's services do not exceed $25,000 but are more than $10,000; and the Community Development Director or designee is authorized to approve Project Agreements for specific projects in which the Consultant's services do not exceed $10,000. The City's

Representative is authorized to accept written proposals where the proposed fee is less than $10,000. The Community Development Director, the City Manager, and their designees shall provide the City Clerk with copies of executed project agreements and accepted proposals.

Section 4. Pursuant to Section 2.4 of the CSA, the Procurement Manager or designee is hereby authorized to issue purchase orders for professional services associated with development applications submitted to the Community Development Department where no written proposal or project agreement is necessary provided the purchase orders do not exceed $40,000 per fiscal year.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 28th DAY of JANUARY, 2020.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: SOFIELD
SECOND: KERCH

DOUGLAS: YEA
KERCH: YEA
SCUOTTO: YEA
SOFIELD: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Rissian

C 2015
Resolution No. 19-R1-20-A

CITY CLERK
CITY OF SUNRISE

2020 FEB 26 AM 10: 23

CONTINUING SERVICES AGREEMENT

Between

THE CITY OF SUNRISE

And

TRAF TECH ENGINEERING, INC.

For

TRAFFIC ENGINEERING CONSULTANT SERVICES

This Continuing Services Agreement (hereinafter referred to as the "Agreement") is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and **TRAF TECH ENGINEERING, INC.,** a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose principal place of business is 8400 N. University Drive, Suite 309, Tamarac, Florida.

WHEREAS, the City solicited proposals from qualified consultants on April 26, 2019, pursuant to the City Request for Qualifications ("RFQ") No. 19-04-01-MS, which RFQ is incorporated within this Agreement by reference and made a part hereof. Consultant submitted a Response to the RFQ dated May 29, 2019, which Response is incorporated within this Agreement by reference and made a part hereof (the "Response to RFQ"). Based upon the representations of Consultant in the Response to RFQ, which representations the City has relied upon, the City selected the Consultant to provide said Continuing Traffic Engineering Consultant Services for the City's Community Development Department; and

WHEREAS, the Consultant is willing and able to perform such professional services for the City within the basic terms and conditions set forth in this Agreement, the RFQ and the Response to RFQ; and

WHEREAS, the purpose of this Continuing Services Agreement is to: (1) set forth the terms and conditions which shall be incorporated into subsequent Project Agreements or proposals for specific projects or services when required, and (2) authorize hourly billing without a project agreement or proposal in an amount not to exceed $40,000 each fiscal year for professional services associated with development applications submitted to the City's Community Development Department for review and processing, most of which are associated with the City's cost recovery program for plan review.

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

SECTION 1 SCOPE OF SERVICES

1.1 The Consultant will provide comprehensive, full engineering services to the City, as specified in EXHIBIT "A," Scope of Services. For any of the project specific services, the parties shall enter into a Project Agreement or accepted proposal as required by Section 2.

1.2 The Consultant will provide traffic engineering services to review development applications as assigned by the City's Community Development Department. The City is not required to use Consultant's services if deemed unnecessary by the City for a development application.

1.3 The Consultant hereby represents to the City, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Consultant, that the Consultant is duly licensed by the State of Florida and has the professional expertise, experience and manpower to perform the services to be provided by the Consultant in a manner consistent with the standard of care in the industry.

1.4 In accordance with the Consultant's Competitive Negotiations Act, the Consultant shall, at the request of the City, provide professional services to the City for additional projects not identified in Exhibit "A" Scope of Services for which construction costs do not exceed $2,000,000, and/or for study activities where fees do not exceed $200,000.

SECTION 2 AUTHORIZATION OF SERVICES

2.1 When the need for services for a specific project occurs, the City may, at its sole discretion, enter into negotiations with the Consultant for that specific project under the terms and conditions of this Agreement. The City shall initiate said negotiations by providing the Consultant with a Scope of Services Request (hereinafter referred to as the "Scope of Services Request"). The Consultant shall provide a proposal that shall conform to the requirements of Section 2.2 below.

2.2 The City and Consultant shall utilize a Standard Project Agreement ("Project Agreement") for each specific project, a copy of which is attached to and incorporated into this Agreement as EXHIBIT "C". Each Project Agreement or accepted proposal include but is not be limited to the following negotiated terms:

A. The Scope of Services;
B. The deliverables (e.g. drawings);
C. The time and schedule of performance and term;
D. The method and amount of compensation;
E. The personnel assigned to the specific project, including, but not limited to: Consultant's project manager, other staff and subconsultants, which the City shall have the right to reject in its sole discretion; and,
F. Any modifications to the Project Agreement form, if mutually agreed upon by the parties or as required to comply with grants the City has received.

2.3 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. City Staff shall negotiate and prepare Project Agreements for approval by the City Commission for specific projects in which Consultant's services exceed $25,000; for approval by the City Manager, or his designee, for specific projects in which the Consultant's services do not exceed $25,000 but are more than $10,000; and for approval by the Community Development Director or his/her designee for specific projects in which the Consultant's services do not exceed $10,000. For such projects where the proposed fee is less than $10,000, the Consultant's written proposal shall serve as the Project Agreement upon written acceptance by the City's Representative ("accepted proposal"). Consultant's Services shall be performed and completed as specified in the Project Agreement or accepted proposal.

2.4 For professional services that are associated with development applications submitted to the City's Community Development Department for review and processing, most of which are associated with the City's cost recovery program for plan review, no written proposal or Project Agreement is necessary. The Consultant's services shall be billed on a monthly basis consistent with the hourly rates identified in EXHIBIT "B" and EXHIBIT "E" of this Agreement and shall not exceed $40,000 per fiscal year.

2.5 The City may, at its sole discretion, utilize the services of another consultant or solicit Requests for Qualifications for professional services for any project or services outlined in the RFQ and EXHIBIT "A" of this Agreement.

2.6 The City's Procurement Manager is authorized to sign all Agreement renewals, and extensions to this Agreement. Amendments to this Agreement shall be approved by Commission and amendments to Project Agreements or accepted proposals shall be authorized in accordance with the dollar thresholds specified in Section 2.3.

SECTION 3 COMPENSATION AND PAYMENT

1.1 The City agrees to pay the Consultant compensation for the services provided for in this Agreement as outlined in EXHIBIT "B" Hourly Rates and EXHIBIT "E" Compensation and Method of Payment, which exhibits are attached to and incorporated in this Agreement. It is acknowledged and agreed to by Consultant that the dollar limitations set forth in each respective Project Agreement or accepted proposal is a limitation upon, and describes the maximum extent of, City's obligation to reimburse Consultant for direct, non-salary expenses, but does not constitute a limitation upon Consultant's obligation to incur such expenses in the performance of services hereunder. If City requests Consultant to incur expenses not contemplated, Consultant shall notify the City's Representative in writing and obtain their approval in writing prior to incurring such expenses. Nothing in this Agreement shall be construed to indicate that Consultant shall be obligated to perform services or to incur expenses that have not been authorized in writing by the City.

SECTION 4 TERM

4.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall end three (3) years from the executed date unless and until terminated pursuant to Section 5 Termination of this Agreement. The City reserves the right to renew this Agreement for three (3) additional one-year periods under the same terms and conditions. The City will notify the Consultant of its intent to renew this Agreement in writing sixty (60) days prior to the expiration of this Agreement, or any extension thereof, of the City's intention. Each Project Agreement or accepted proposal shall specify the term agreed to by the City and the Consultant for services to be rendered under said Project Agreement or accepted proposal.

4.2 In the event the Services are scheduled to end either by this Agreement's expiration or by termination by the City (at the City's discretion), the Consultant shall continue to perform the agreed upon Services, if requested by the City, until a new agreement can be executed. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Agreement. The Consultant will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

SECTION 5 TERMINATION

5.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience upon ten (10) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any Services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination. Under no circumstances shall City make payment for services that have not been performed. Additionally, the City shall not make payment for the following items:

5.1.1 Anticipated profits or fees to be earned on completed portions of the work;
5.1.2 Consequential damages;
5.1.3 Costs incurred in respect to services performed in excess of reasonable quantitative requirements of this Agreement, Project Agreement(s), and accepted proposals;
5.1.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue services after notice of termination has been given to the Consultant;
5.1.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets; and
5.1.6 Damage or loss caused by delay.

5.2 **Termination for Cause:** This Agreement may be terminated by either party upon seven (7) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify the City against any loss arising from its termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 and the provisions of Section 5.1 shall govern.

5.3 The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase Services required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue to the satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not in this sole event be obligated to make any further purchases beyond said fiscal year.

SECTION 6 CITY'S RESPONSIBILITIES

6.1 Assist the Consultant by placing at its disposal all reasonably available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by the Consultant.

6.2 Furnish to the Consultant, at the Consultant's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Consultant.

6.3 Arrange for access to and make all reasonable provisions for the Consultant to enter upon City's public property as required for the Consultant to perform services.

6.4 In the event that Consultant believes that City is not reasonably complying with the requirements of Sections 6.1, 6.2 and 6.3 above, Consultant shall immediately provide written notice within three (3) days of such non-compliance to the City, absent which Consultant shall be deemed to have waived such non-compliance by City.

SECTION 7 CONSULTANT'S RESPONSIBILITIES

7.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant.

7.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of persons and property.

7.3 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by the traffic consultant under similar circumstances. If at any time during the term of any Project Agreement or accepted proposal, or the construction of the specific project for which the Consultant has provided engineering services under a prior Project Agreement or accepted proposal, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the scope of services, due to Consultant's negligent acts or failure to act, errors or omissions, upon written notification from the City, the Consultant shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the City, and Consultant shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction. The City's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement or accepted proposal, by law, equity or otherwise.

7.4 The Consultant's obligations under Section 7.3 shall survive termination, cancellation, or expiration of this Agreement or any Project Agreement or accepted proposal.

7.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes, and regulations. Products, equipment, and material specified for use shall be readily available unless written authorization to the contrary is given by the City.

7.6 Consultant and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

SECTION 8 POLICY OF NON-DISCRIMINATION

8.1 The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

SECTION 9 CODE OF ETHICS

9.1 The Consultant and its employees shall be bound by the provisions of the City's Code of Ethics provided in Sections 10-16 through 10-32 of the Code of the City of Sunrise, Florida, as may be amended from time to time, which standards shall by this reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this Section 9.1 into any subcontract.

SECTION 10 OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data entered into by the Consultant for a project shall provide that all such documents and rights obtained by virtue of such subcontracts shall become the property of the City.

10.2 All finished or unfinished documents, including, but not limited to, detailed reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, specifications, and all other data pertaining to or prepared for the City or furnished by the Consultant pursuant to this Agreement, any Project Agreement, any accepted proposal, or any services billed monthly at an hourly rate shall be and shall remain at all times, throughout the Project and thereafter, the property of the City, whether the project for which they are made is completed or not, and shall be delivered by the Consultant to City within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The Consultant shall have the right to keep one record set of the documents upon completion of the work; however, in no event shall the Consultant use, or permit to be used, any of the documents without the City's prior written authorization. Any reuse of such documents by the City without the written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk.

10.3 At the conclusion of its work and before final payment, or from time to time as may be required by the City, the Consultant shall release and deliver to the City any and all such originals; provided, however, that the Consultant may, with the City's approval, reproduce such originals for the purpose of the Consultant's record file of the work. The Consultant shall not sell, copy, or reuse any drawings in total or in part for any other project, except with the prior written permission of the City.

10.4 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a professional engineer, as appropriate, in the State of Florida.

SECTION 11 RECORDS/AUDITS

11.1 Consultant shall maintain and shall require its subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to work performed in connection with this Agreement including without limitation, reasonable substantiation of all expenses incurred based on actual costs and of all property acquired or disposed of hereunder. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the City or any authorized City representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon

such entries. The Consultant shall remit promptly to the City the amount of any adjustment resulting from audit.

11.2 Refusal of the Consultant to comply with the provisions in this Section shall be grounds for immediate termination for cause by the City of this Agreement, any Project Agreement, or accepted proposal.

SECTION 12 NO CONTINGENT FEE

12.1 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, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the City shall have the right to terminate this Agreement or any Project Agreement or accepted proposal, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13 INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees or subcontractors of the Consultant who shall be subject to supervision by the Consultant, and who shall not be deemed officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Consultant and not City.

SECTION 14 INDEMNIFICATION/HOLD HARMLESS

14.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold-harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and persons employed or utilized by the Consultant in performance of this Agreement. This indemnification shall survive the term of this Agreement

14.2 PURSUANT TO FLORIDA STATUTES §558.0035, A DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

SECTION 15 INSURANCE

15.1 Consultant agrees to maintain, on a primary non-contributory basis and at its sole expense, at all times during the life of this Agreement, the following insurance coverages,

limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Consultant.

15.1.1 Commercial General Liability: Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** each occurrence, **$2,000,000** annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds

15.1.2 Worker's Compensation Insurance & Employers Liability: Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute, Chapter 440.

15.1.3 Professional Liability: Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **$2,000,000** per claim, **$2,000,000** annual aggregate, or a **$2,000,000** combined single limit. When a self-insured retention (SIR) or deductible exceeds **$10,000**, the City reserves the right, but not the obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Consultant agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Consultant of the obligation to provide replacement coverage.

15.1.4 Additional Insured: The Consultant agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04 or GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsements; or the CG 20 10 07 04 or GC 20 10 04 13 Additional Insured – Owners, Lessees, or Contractors endorsements in combination with the additional endorsement GC 20 37 07 04 or GC 20 04 13 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read "City of Sunrise."

15.1.5 Waiver of Subrogation: Consultant agrees to provide a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

15.1.6 Certificate(s) of Insurance: Consultant agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained

and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify City of a non-renewal or cancellation notice, when available by Consultant's insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City by fax and email as set forth in this Section within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

City of Sunrise
Attn: Risk Manager
City of Sunrise
10770 W. Oakland Park Boulevard, 3rd Floor
Sunrise, FL 33351
Fax: (954) 572-2278
Email: riskmanagement@sunrisefl.gov

15.1.7 Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

SECTION 16 REPRESENTATIVE OF CITY AND CONSULTANT

16.1 City Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The City designates the City's Community Development Director, unless designated otherwise by the City Manager, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 Consultant Representative. Consultant appoints Joaquin Vargas, P.E., as the Consultant's Representative to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17 ALL PRIOR AGREEMENTS SUPERSEDED

17.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 18 SUBCONSULTANTS

18.1 The Consultant has presented the firms shown on EXHIBIT "D" attached hereto and made a part hereof, to the City to act as ongoing subconsultants during the term of this Agreement, and the City hereby approves Consultant's use of said firms.

18.2 In the event the Consultant requires the services of any other subconsultant or subcontractor not identified on EXHIBIT "D" in connection with services covered by this Agreement, any Project Agreement or accepted proposal, the Consultant must secure the prior written approval of the City Commission.

18.3 Any subcontract with a subcontractor or subconsultant shall afford to the Consultant rights against the subcontractor or subconsultant which correspond to those rights afforded to the City against the Consultant herein, including but not limited to those rights of termination as set forth herein.

18.4 **No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved in writing by the City for use by the Consultant.**

SECTION 19 NOTICES

19.1 Whenever either party desires to, or is required to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or other commercial overnight delivery services, or hand delivery addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR CITY:

Community Development Director
City of Sunrise
1601 NW 136th Avenue, Building A
Sunrise, Florida 33323
(954) 746-3288

WITH A COPY TO:

City Attorney
City of Sunrise
City Attorney's Office
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 746-3300

Procurement Manager
City of Sunrise
Purchasing Office
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
954) 572-2274

FOR CONSULTANT:

Joaquin Vargas, P.E.
Traf Tech Engineering, Inc.
8400 N. University Drive, Suite 309
Tamarac, FL 33321
(954) 560-7103

SECTION 20 TRUTH-IN NEGOTIATION CERTIFICATE

20.1 Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of

the date of the Agreement and no higher than those charged to the Consultant's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

SECTION 21 GOVERNING LAW/JURISDICTION/VENUE

21.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Sections 5.2, 14, and 30, should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation between the parties will be Broward County, Florida. Both parties hereby agree to waive a jury trial in any action between them, and will proceed to a trial by judge if necessary.

SECTION 22 HEADINGS

22.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 23 EXHIBITS

23.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 24 COUNTERPARTS

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

SECTION 25 WORDS AND PHRASES

25.1 Where the words "required", "approved", "approval", "satisfactory", "determined", "acceptable", or words of like import are used in this Agreement, action by the City is indicated unless the context clearly indicates otherwise, and all work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Consultant of its contractual responsibilities for performance of this Agreement. Wherever it is provided in the Agreement that the Consultant shall perform certain work "at its own expense", or "without charge", or that certain work will not be paid for separately, such words mean that the Consultant shall not be entitled to any additional compensation from the City for such work.

SECTION 26 NOTICE OF COMMENCEMENT/NOTICE TO PROCEED

26.1 Consultant shall not commence work until: 1) all insurance to be furnished hereunder has been approved by the City; and 2) Consultant has received a City Purchase Order and written Notice to Proceed or Notice of Commencement from the duly authorized City Representative for provision of services under a Project Agreement or accepted proposal. The City shall not be responsible to pay for or reimburse the Consultant for any work that does not comply with this Section.

SECTION 27 TIME IS OF THE ESSENCE

27.1 All limitations of time set forth in this Agreement or any resulting Project Agreement or accepted proposal are of the essence.

SECTION 28 CLAIMS BY CONSULTANT

28.1 All claims by the Consultant, all questions concerning interpretation or clarification of this Agreement or the acceptable fulfillment of this Agreement on the part of the Consultant, and all questions as to compensation and to extension of time shall be submitted in writing to the City's Representative. The Consultant shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so. All determinations, instructions, and clarifications of the City shall be final unless the Consultant files a written protest with the City Manager within fourteen (14) calendar days after the City's Representative notifies the Consultant of any such determination, instruction, or clarification, which written protest shall state clearly and in detail the basis of the protest. The City Manager's decision shall be final.

28.2 The City Manager will issue a decision upon such protest. At all times during the protest period, the Consultant shall proceed with the work in accordance with determinations, instructions, and clarifications of the City's Representative. The Consultant's failure to protest the City's Representative's determinations, instructions, clarifications, or the City Manager's decision within fourteen (14) calendar days after receipt thereof shall constitute a waiver by the Consultant of all its rights to further protest, judicial or otherwise.

28.3 It is specifically agreed that any and all claims by a party against another party arising out of this Agreement or the performance of the work thereunder or relating thereto, or otherwise (including but not limited to claims for extra work) except as specifically set forth in Subsections 28.1 and 28.2 above, shall be waived unless presented in writing to the other party within the time limit specified in this Agreement but in no event in excess of thirty (30) calendar days after occurrence of the event or circumstances giving rise to such claim.

28.4 The Consultant shall also submit such information, costs and data in such detail and specificity as may be reasonably required by the City to justify and substantiate such claims. The Consultant shall certify that all such information, costs and data are accurate, complete, and true, to the best of its knowledge. It is agreed that under no circumstances shall the Consultant be compensated or reimbursed for expenses incurred in claim preparation, presentation, or prosecution unless directed in writing by the City.

SECTION 29 CONSULTANT'S STANDARD OF CARE

29.1 Consultant represents that Consultant's services shall be performed with that degree of skill and judgment which is normally exercised by recognized traffic consultant firms performing services of a similar nature, and that the services shall be performed and shall conform to generally accepted traffic engineering firms' standards and practices. Consultant will re-perform any services not meeting this standard without additional compensation and shall pay all costs and expenses associated with correcting said services or work including any additional testing, inspections, corrections, or construction.

SECTION 30 PATENT INDEMNITY

30.1 Subject to the limitations set forth in this Agreement, the Consultant shall indemnify, save harmless and defend the City and the City Commissioners, City officers, and City agents and employees (collectively "City Indemnified Party") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incident to any infringement of any patent or patents related in any manner to the subject matter of the Agreement documents prepared by the Consultant; provided, however, that any City Indemnified Party may, at its option, be represented in any such suits, actions or legal proceedings by attorneys selected by City Indemnified Party at Consultant's expense. In case the Construction Documents or any part thereof is held in such suit to constitute infringement of any patent or patents and its use enjoined, the Consultant shall, at its own expense, subject to the limitation of the Consultant liability prescribed in this Agreement, either procure for the City the right to continue using said Construction Documents or replace same with non-infringing Construction Documents.

SECTION 31 FORCE MAJEURE

31.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is delayed, hindered or prevented by any cause which is beyond the reasonable control of the party affected thereby (hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: war (declared or undeclared), fire, riot, storm, hurricane, floods, earth quake, tornado, act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above, which is not reasonably within the control of the party claiming Force Majeure.

31.2 The party affected by any Force Majeure shall give prompt written notice to the other party advising of the nature and extent of any Force Majeure and advising of the effects of the Force Majeure upon the completion and cost of the work hereunder. The parties shall consult promptly with each other concerning the Force Majeure and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Force Majeure which prohibits performance by the Consultant for more than sixty (60) days, either party may terminate this Agreement for convenience and shall have no further obligation hereunder.

SECTION 32 SUSPENSION

32.1 The City may, at its sole option, decide to suspend at any time the performance of all or any portion of work to be performed under this Agreement. The Consultant will be notified of such decision by the City in writing. The order shall be specifically identified as a stop work order under this Section. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of suspension.

32.2 Upon receipt of any such notice, the Consultant shall, unless the notice requires otherwise, do the following:

A. Immediately discontinue work on the date and to the extent specified in the notice;

B. Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;

C. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and

D. Continue to protect and maintain the services including those portions on which services have been suspended.

32.3 As full compensation for such suspension, the Consultant shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:

A. An equitable amount to reimburse the Consultant for the cost of maintaining and protecting that portion of the services which have been suspended; and

B. If, as a result of any such suspension of services, the cost to the Consultant of subsequently performing services is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of services.

SECTION 33 RECORD DRAWINGS AND SPECIFICATIONS

33.1 During construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

33.2 A review of the markup record drawings at the construction site will be conducted at the progress meeting.

SECTION 34 ORDER OF PRECEDENCE

34.1 In the event of an inconsistency between provisions of this Agreement, the inconsistency shall be resolved in the following order:

A. Project Agreement or accepted proposal

B. Continuing Services Agreement

C. RFQ

D. Response to RFQ

SECTION 35 SUCCESSORS AND ASSIGNS

35.1 The City and Consultant bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in this Agreement. The Consultant shall not assign this Agreement without prior written consent of the City.

SECTION 36 CONSULTANT'S PERSONNEL

36.1 The presence or duties of the Consultant's personnel at a work site, whether as onsite

representatives or otherwise, do not make the Consultant or the Consultant's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health and safety precautions required by such construction work. The Consultant and the Consultant's personnel shall report to the City any health or safety deficiencies of the construction contractor(s) or other entity or any other person at the construction site that Consultant's personnel actually observe.

SECTION 37 SEVERABILITY

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

SECTION 38 ENTIRETY OF CONTRACT

38.1 The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Agreement.

SECTION 39 THIRD PARTY BENEFICIARIES

39.1 It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant and that there are no third party beneficiaries under this Agreement.

SECTION 40 PUBLIC RECORDS

40.1 The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Consultant and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Consultant shall:

A. Keep and maintain public records required by the City to perform the services provided hereunder.

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

C. 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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.

D. Upon completion of this Agreement, transfer, at no cost, to the City all public records in the possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

40.2 If the Consultant fails to comply with the requirements in this Section 40, the City may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

SECTION 41 DISCRIMINATORY VENDOR LIST

41.1 Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, contractor, supplier, subcontractor, or under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Consultant certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

SECTION 42 PUBLIC ENTITY CRIMES

42.1 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, contractor, supplier, subcontractor, or under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Consultant certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

SECTION 43 SCRUTINIZED COMPANY

43.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

43.2 Pursuant to Section 287.135, Florida Statutes, in the event the Agreement is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

43.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by Traf Tech Engineering, Inc. by and through its President the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By:_____
Mayor Michael J. Ryan

25 Day of February, 2020

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By:_____
Kimberly A. Kisslan, City Attorney

CONSULTANT

TRAF TECH ENGINEERING, INC.

By: _____
Joaquin Vargas,P.E.
President

6 Day of February, 2020

AUTHENTICATE:

_____
Secretary

Joaquin E. Vargas
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

Alan Joseph
_____

EXHIBIT "A"

Scope of Services

Pursuant to Florida Statutes §287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Sunrise is seeking a qualified, experienced, and licensed firm or individual to provide Traffic Engineering Consultant Services.

The following is a list of services that may be requested on an as-needed basis as authorized by the City. This list shall not be construed as an exclusive list of activities that the firm may be engaged in. The City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the CCNA, the scope of services, those activities typically performed by a traffic Engineer, and for which the firm or individual is experienced, qualified, and able to perform.

If any of the below listed services do not meet the threshold of the Consultants Competitive Negotiation Act, the CITY reserves the right, at its sole discretion, to utilize the services of another consultant to complete the particular service.

1. Review of site plans for traffic engineering items such as access, internal circulation, sight distance, and parking. Attendance to associated development review committee meetings are required as scheduled. The consultant shall perform and provide continuing engineering, consultation, and review and advisory services for these tasks when authorized by the City.

2. Review of special exceptions for associated traffic and transportation related impacts surrounding proposed use. Attendance to associated development review committee meetings are required as scheduled. The consultant shall perform and provide continuing engineering, consultant, and review and advisory services for these tasks when authorized by the City.

3. Review and/or performance of traffic studies associated with new development within the City of Sunrise. These studies may include traffic impact analysis, Development of Regional Impact (DRI), concurrency, access studies, access management, queuing analysis, parking studies, traffic calming, development agreements, land use plan amendments, and other related work.

4. Public involvement services, including attendance, participation, and technical support at City Commission and other public or civic meetings on behalf of the City.

5. Coordinate with the Florida of Department of Transportation (FDOT), Broward County, the Broward Metropolitan Planning Organization (MPO), South Florida Regional Transportation Authority (SFRTA) and other agencies on proposals and projects within in the City of Sunrise as related to Traffic Engineering.

6. Investigate, analyze, evaluate and report on various traffic and transportation related matters, including alternative transportation modes.

7. Review and/or perform of traffic studies associated with the City's Neighborhood Traffic Calming Program (NTCP) Applications.

8. The Consultant, if authorized by the City, shall perform traffic-engineering services on behalf of the City for private entities that contract with the City for these services. Work may include DRI services or other related engineering services.

9. The Consultant shall furnish all services, labor, equipment and materials necessary to successfully complete these and other traffic engineering services required by the City.

EXHIBIT "B"

HOURLY RATES

Classification	Hourly Rate
Principal Engineer/Senior Project Engineer	$175.00
Registered Engineer	$150.00
Engineer Intern	$110.00
CAD Technician	$85.00
Administrative Assistant	$55.00

EXHIBIT "C"

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

TRAF TECH ENGINEERING, INC.

For

TITLE OF PROJECT

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Traf Tech Engineering, Inc. ("Consultant") for Professional Engineering Services (hereinafter referred to as "Continuing Services Agreement") dated_____, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated _____, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice professional engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 SCHEMATIC DESIGN

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for review schematic design documents consisting of drawing and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonable required, grades and lines of street, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.4 DESIGN DEVELOPMENT

2.4.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.4.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5 CONSTRUCTION DOCUMENTS

2.5.1 Upon the City's authorization, the Consultant shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.5.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of authorities having jurisdiction over the Project

2.5.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders. Such packages shall include copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. The Consultant shall make copies of complete bid packages available at its office nearest to the project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the Bidding Documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4

2.5.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.5.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination

2.5.8 The Consultant will investigate, study and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Paragraphs 2.6.2 through 2.6.13. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Contract Documents prepared by the Consultant.

2.6.2 The Consultant shall represent the City during construction and shall facilitate all instructions and other appropriate communications between the City and the Contractor, which shall be communicated through the Consultant. The Consultant shall act on behalf of the City only to the extent provided herein and in the Construction Contract.

2.6.3 Upon receipt, the Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the City or the Consultant may require from the Contractor. The purpose of such review and examination will be to protect the City from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the City directs the Consultant to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Consultant shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Consultant shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the City.

2.6.4 The Consultant shall observe the Work of the Contractor on a periodic basis. The purpose of such observations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Documents and Contract. In making such observations, the Consultant shall exercise care to protect the City from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Contractor. Following each such site visits the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the City. The Consultant shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

2.6.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the Work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the Work as provided in Subparagraph 2.6.4, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.

2.6.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

2.6.8 The Consultant shall reject work which does not conform to the Contract Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work which affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

2.6.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.6.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract

Price or an extension of the Contract Time.

2.6.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Contract for Construction.

2.6.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Paragraphs 2.3 through 2.6, nor in Exhibit "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Contract, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the Work of the Contractor.

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services expeditiously. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject

any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.8.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," included in the Scope of Services, a copy of which is attached and incorporated into this Agreement as part of EXHIBIT "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall las occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages without any proof of the actual damage resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular phase of services as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the phase completion date, plus approved time extension, until completion of the phase:

Item 1 ..... $_____
Item 2 ..... $_____
Item 3 ..... $_____
Item 4 ..... $_____

2.8.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's Representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant

to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions

2.9 PERSONNEL

2.9.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above-named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 BASIS OF COMPENSATION

4.1 The City shall compensate the Consultant for an amount not to exceed _____ based on services rendered pursuant to Section 2 and **EXHIBIT "1,"** Scope of Services, of this Project Agreement by payment of the fixed amount of: $_____.

4.2 Payment to the Consultant of the sum set forth in Section 4.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

Task Name	**%**
Schematic Design	(%)
Design Development	(%)
Construction	(%)

4.3 Additional services of the Consultant as described in Section 2.7, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement

4.4 Reimbursable Expenses as defined in Section 5 shall be reimbursed to the Consultant by the City as provided in Section 5.

4.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 5 BILLING AND PAYMENTS TO CONSULTANT

5.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Project Agreement.

5.2 REIMBURSABLE EXPENSES

5.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's in the interest of the Project, as follows:

Not to exceed $_____ without prior written authorization by the City.

5.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinance of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up.

Costs for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 6 TERM

6.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of ____ (____) years from the date of execution hereof, unless otherwise terminated pursuant to Section 7.1 or Section 7.2, or other applicable sections of this Agreement. The City's Capital Projects Director may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed ___ (___) one-year terms. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 7 TERMINATION

7.1 TERMINATION FOR CAUSE

7.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

7.2 TERMINATION FOR CONVENIENCE

7.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

7.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

7.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

7.2.2.2 Consequential damages;

7.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

7.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

7.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

7.2.2.6 Damage or loss caused by delay.

7.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 8 SEVERABILITY

8.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

EXHIBIT "C"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by Traf Tech Engineering, Inc. by and through its President the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By:_____
Mayor Michael J. Ryan

____Day of _____, 20___

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By:_____
Kimberly A. Kisslan, City Attorney

EXHIBIT "C"

CONSULTANT
TRAF TECH ENGINEERING, INC.

By:_____
Joaquin Vargas, P.E.

President

____Day of _____, 20___

AUTHENTICATE:

_____
Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "C"

EXHIBIT "1"

SCOPE OF SERVICES

EXHIBIT "C"

EXHIBIT "2"

FEE SCHEDULE

EXHIBIT "D"

SUBCONSULTANTS LIST

Video Data Solutions, Inc.

8230 SW 192nd St,

Cutler Bay Florida

(305) 235-1553

EXHIBIT "E"

COMPENSATION AND METHOD OF PAYMENT

City agrees to pay the Consultant, as compensation for the consulting services provided for in this Agreement, an amount to be negotiated by the City and the Consultant, in accordance with the provisions of this Agreement and the City Ordinances and/or policy.

SECTION 1 METHOD OF BILLING AND PAYMENT

1.1 The Consultant shall submit invoices no more frequently than once per month to the City's Representative for services performed to date under this Agreement. Said invoice shall include at minimum the items identified in Section 2 below.

1.2 The City agrees that it will make its best efforts to pay the Consultant within thirty (30) calendar days of receipt of the Consultant's correct statement as provided herein.

1.3 Payment will be made to the Consultant at the following address:

8400 N. University Drive, Suite 309

Tamarac, FL 33321

SECTION 2 INVOICES

Consultant invoices must consist of the following:

2.1 FOR DEVELOPMENT APPLICATION REVIEWS

2.1.1 Project Number and Project Name assigned by City

2.1.2 Responsible Department

21.3 Date

2.1.4 Billing Period

2.1.5 Invoice Number

2.1.6 Purchase Order Number

2.1.7 Development Application Project Name and Associated Application Number

2.1.8 Summary of Services provided for the review of the development application

2.1.9 Hours spent on the review of the application

2.1.10 Billing Rate for the review

2.2 FOR PROJECT SUM WORK/SERVICES

2.2.1 Project Number and Project Name assigned by City

2.2.2 Responsible Department

2.2.3 Date

2.2.4 Billing Period

2.2.5 Invoice Number

2.2.6 Purchase Order Number

2.2.7 Phase of work as set forth in the work authorization and the estimated percentage of work completed. Billings for each phase shall not exceed the amount allocated to said phase. Invoice shall include a summary of fees with accrual of the total and credits for portions paid previously.

2.2.8 Amount billed to date on previous invoices

2.2.9 Amount paid to date on previous invoices

2.2.10 If multiple City accounts are used, allocation of work to each account

2.2.11 Beginning and ending balance amount

2.2.12 When requested by City, Consultant shall provide backup for past and current invoices that record hours, hourly rate costs and expenses so that total hours and costs by tasks may be determined.

2.2.2 Invoices shall be accompanied by such supporting documentation as the City may from time to time reasonably request. Supporting documentation for Reimbursable Costs shall include, but not be limited to the following:

2.2.2.1 Labor costs shall be supported by a description of the work performed during the invoiced period, if requested, as agreed to by the City, and by person.

2.2.2.2 Billings by the Consultant for the City-approved services, expenses, and other costs for outside commitments, of vendors, suppliers and subconsultants shall be supported by copy of such third parties' original invoice and related supporting documentation.

2.2.2.3 Where authorized, billings for travel and per diem expenses excluding meals, shall be supported by travel expense reports. Travel expenses shall not exceed the amounts authorized by Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida.

2.2.2.4. The Consultant will prepare and the Consultant's Project Manager will sign each invoice submitted.

2.3 Consultant Pay Requests: The Consultant's payment requests for services shall, where applicable, reflect the allocations as provided in this Agreement and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the City that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the rates billed are correct and in accordance with the rates in EXHIBIT "B," that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, and

that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment and reimbursement shall further constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to, others, including its subconsultants, incurred in connection with the Project, will be paid in full.

2.4 The City may withhold payment on items lacking proper support until such support is received and accepted by the City. Disputed items will be deducted from invoices by the City and referred to the Consultant for clarification to avoid delay in payment of undisputed items. Payment by the City of the Consultant's invoices shall be without prejudice to the City" right to audit the Consultant's invoices and to challenge the correctness of the invoice at any time thereafter.

2.5 As soon as practical after submission to the City of **1)** the Consultant's final statement supported by an invoice, and **2)** a certificate signed by the City's Representative that the work under this Agreement has been satisfactorily completed, the City shall make final payment in an amount which will make the aggregate of all progress payments and the final payment equal to the full amount due under this Agreement. Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to others, including its subconsultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the City all documents requested by the City evidencing payment to any and all subconsultants, and all final specifications, plans or other documents as dictated in the Agreement. Acceptance of final payment shall constitute a waiver of all claims against the City by the Consultant.

2.6 Payments otherwise due the Consultant may be withheld in an amount sufficient to satisfy any claim which the City may have against the Consultant.

2.7 The Consultant shall promptly repay to the City, within thirty (30) days after receipt of the City's request, any overpayment by the City.

CITY CLERK
CITY OF SUNRISE
2022 OCT 11 PM 4:15

FIRST AMENDMENT TO CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE AND TRAF TECH ENGINEERING, INC. FOR TRAFFIC ENGINEERING CONSULTING SERVICES

This First Amendment to Continuing Services Agreement (hereinafter referred to as the "First Amendment") between the City of Sunrise and Traf Tech Engineering, Inc. is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and Traf Tech Engineering, Inc., a Florida corporation authorized to do business in the state of Florida (Consultant), whose principal place of business is 8400 N. University Drive, Suite 309, Tamarac, Florida 33321 this 11 day of October, 2022.

WHEREAS, a Continuing Services Agreement (Agreement) was approved by Resolution No. 19-121-20-A and entered into between the parties on February 25, 2020; and

WHEREAS, Section 7.1 of the Agreement provides: "The Consultant shall comply with all laws, ordinances and governmental rules, regulation, and orders now or at any time during the term of this Continuing Services Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant;" and

WHEREAS, the Florida legislature enacted Florida Statutes §448.095 regarding E-Verify which took effect on January 1, 2021, and the Florida Legislature enacted Florida Statutes §286.101 regarding Foreign Gifts and Contracts which took effect July 1, 2021 and the parties desire to amend the Agreement to incorporate the new language.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made a part of this First Amendment.

2. Amendment to Agreement. Section 44 "E-Verify Employment Eligibility" and Section 45 "Foreign Gift and Contracts" are hereby added to the Agreement with the following language:

SECTION 44 E-VERIFY - EMPLOYMENT ELIGIBILITY

44.1 Consultant warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Consultant (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Consultant's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

44.2 Consultant shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Consultant shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

44.3 City shall terminate this Agreement if it has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Consultant's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Consultant to terminate its contract with the subcontractor and Consultant shall immediately terminate its contract with the subcontractor.

44.4 If City terminates this Agreement pursuant to subsection 44.3 above, Consultant shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Consultant shall also be liable for any additional costs incurred by City as a result of the termination.

SECTION 45 FOREIGN GIFTS AND CONTRACTS

45.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Agreement, the terms of this First Amendment shall govern. All other terms of the Agreement shall remain and continue in full force and effect.

4. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this First Amendment.

5. Effective Date. This First Amendment shall be effective on the date this First Amendment is fully executed.

IN WITNESS WHEREOF, the City and Consultant have caused this First Amendment to the Agreement to be executed effective as of the date indicated above.

CITY OF SUNRISE

By: _____

Print: John Curran

Title: Procurement Manager

Date: 10/11/2022

Approved as to form and legal sufficiency
Office of the City Attorney for Sunrise, Florida

By: _____
Kimberly A. Kisslan
City Attorney

TRAF TECH ENGINEERING, INC.

By: _____

Print: Joaquín E Vargas

Title: President

Date: 10-5-2022

City Initials _____

Consultant Initials _____

SECOND AMENDMENT TO
CONTINUING SERVICES AGREEMENT
BETWEEN
THE CITY OF SUNRISE
AND
TRAF TECH ENGINEERING, INC.
FOR
TRAFFIC ENGINEERING CONSULTING SERVICES

This Second Amendment to Continuing Services Agreement (hereinafter referred to as the "Second Amendment") between the City of Sunrise and Traf Tech Engineering, Inc. is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "City"), and Traf Tech Engineering, Inc., a Florida corporation (Consultant), whose principal place of business is 8400 N. University Drive, Suite 309, Tamarac, Florida 33321 this 28 day of December, ~~2024~~ 2023.

WHEREAS, a Continuing Services Agreement (Agreement) was approved by Resolution No. 19-121-20-A and entered into between the parties on February 25, 2020; and

WHEREAS, Section 7.1 of the Agreement provides: "The Consultant shall comply with all laws, ordinances and governmental rules, regulation, and orders now or at any time during the term of this Continuing Services Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant;" and

WHEREAS, the Florida legislature enacted Florida Statutes §448.095 regarding E-Verify which took effect on January 1, 2021, and the Florida Legislature enacted Florida Statutes §286.101 regarding Foreign Gifts and Contracts which took effect July 1, 2021 and the parties desire to amend the Agreement to incorporate the new language.

WHEREAS, the Florida Legislature enacted revisions to Florida Statutes §287.135 regarding Scrutinized Companies which took effect November 13, 2023 and the parties desire to amend the Agreement to incorporate the new language.

WHEREAS, the Federal Government passed a law that prohibited certain telecommunication equipment from China and the parties desire to amend the Agreement to incorporate the new language; and

WHEREAS, the Florida Legislature enacted Florida Statutes §287.137 regarding Antitrust Violations which took effect July 1, 2023 and the parties desire to amend the Agreement to incorporate the new language.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the City and Consultant agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Second Amendment.

2. Amendment to Agreement. Section 43 "Scrutinized Company" is hereby added to the Agreement with the following language:

SECTION 43 SCRUTINIZED COMPANIES

43. Scrutinized Companies

i. Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

a) Section 46 "Prohibited Telecommunications Equipment" and Section 47 "Antitrust Violations" are hereby added to the Agreement with the following language:

SECTION 46 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

46. Prohibited Telecommunications Equipment

Consultant represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

SECTION 47 ANTITRUST VIOLATIONS

47. Antitrust Violations

The Consultant has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a

public entity; and may not transact new business with a public entity. By entering this Agreement, Consultant certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

3. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Agreement, the terms of this Second Amendment shall govern. All other terms of the Agreement shall remain and continue in full force and effect.

4. Captions. The captions of this Second Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Second Amendment.

5. Effective Date. This Second Amendment shall be effective on the date this Second Amendment is fully executed.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

City Initials _____

Consultant Initials _____

IN WITNESS WHEREOF, the City and Consultant have caused this Second Amendment to the Agreement to be executed effective as of the date indicated above.

CITY OF SUNRISE

By: _____

Print: John T. Curran

Title: Procurement Manager

Date: 12/28/2023

TRAFTECH ENGINEERING, INC.

By: _____

Print: JOAQUIN E. VARGAS

Title: President

Date: 12-28-2023

Detail by FEI/EIN Number

Florida Profit Corporation
TRAF TECH ENGINEERING, INC.

Filing Information

Document Number	P05000109972
FEI/EIN Number	20-3276418
Date Filed	08/08/2005
Effective Date	08/06/2005
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/11/2006

Principal Address

8400 N. UNIVERSITY DRIVE
SUITE 309
TAMARAC, FL 33321

Changed: 03/17/2010

Mailing Address

8400 N. UNIVERSITY DRIVE
SUITE 309
TAMARAC, FL 33321

Changed: 03/17/2010

Registered Agent Name & Address

VARGAS, JOAQUIN E
4711 NW 59th Street
TAMARAC, FL 33319

Name Changed: 05/14/2009

Address Changed: 01/09/2017

Officer/Director Detail

Name & Address

Title PVST

VARGAS, JOAQUIN
4711 NW 59th Street
TAMARAC, FL 33319

Title D

VARGAS, JOAQUIN
4711 NW 59th Street
TAMARAC, FL 33319

Annual Reports

Report Year	Filed Date
2023	04/11/2023
2024	01/31/2024
2025	02/08/2025

Document Images

02/08/2025 -- ANNUAL REPORT	View image in PDF format
01/31/2024 -- ANNUAL REPORT	View image in PDF format
04/11/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/27/2021 -- ANNUAL REPORT	View image in PDF format
04/17/2020 -- ANNUAL REPORT	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
02/22/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
01/09/2013 -- ANNUAL REPORT	View image in PDF format
01/28/2012 -- ANNUAL REPORT	View image in PDF format
06/13/2011 -- ANNUAL REPORT	View image in PDF format
03/17/2010 -- ANNUAL REPORT	View image in PDF format
05/14/2009 -- ANNUAL REPORT	View image in PDF format
01/03/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
10/11/2006 -- REINSTATEMENT	View image in PDF format
08/08/2005 -- Domestic Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4K **Meeting Date:** 9/15/2025

City Reference Number (C#): C25196

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 25-26-08-HR between the City of Sunrise and Step CG, LLC" under the terms of the State of Utah NASPO ValuePoint Participating Addendum No. 43220000-NASPO-19-ACS for Data Communications Products & Services; and providing an effective date. City Manager Mark Lubelski. Mo Pierre-Louis, Director of Information Technology.

Funding:
503-17-21-519-506402 Computer Equipment

Amount:
$143,950.16

ATTACHMENTS:

ATY Resolution - C25196
Cooperative Agreement 25-26-08-HR STEP CG, LLC
Exhibit A NASPO AR3230 Extreme Networks Master Agreement and FL State Participating Addendum AR3230
Exhibit B Quote_City of Sunrise_Leisure QT_City of Sunrise -Parks and Rec- R1 w_ISW R3
Affidavit of Compliance
Contract validity
FL State Contractors
Step CG subcontractors
Sunbiz - Step CG, LLC

Background:
The Information Technology Department has been actively standardizing network equipment across City facilities and replacing components that have reached the end of their useful life. As part of this ongoing initiative, the proposed purchase will upgrade the Civic Center's network infrastructure.

Approved as part of FY 24/25 Budget, this purchase reflects the City's continued commitment to maintaining and enhancing critical infrastructure. The new equipment will support secure and efficient integration with the existing core network.

After competitive procurement, through the lead agency State of Utah, NASPO ValuePoint and the State of Florida awarded NASPO ValuePoint Data Communications Products & Services Contract No. AR3230 and the State of Florida's NASPO ValuePoint Participating Addendum Data Communications Products & Services (2019-2026) for the purchase of Extreme Networks Inc.'s network equipment and support services through reseller Step CG, LLC. Step CG, LLC has offered the City of Sunrise pricing that is lower than the list catalog pricing.

Following a comprehensive evaluation of available options, the IT Department has determined that acquiring replacement equipment from Step CG, LLC is the most suitable solution. The City has previously utilized Step CG, LLC for network equipment and support services and has been satisfied with their performance.

Since these purchases will be made using an existing governmental contract, the City's formal bidding procedures are waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 954-572-2202

Department Head Name and Title:
Mo Pierre Louis, Director of Information Technology

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 25-26-08-HR BETWEEN THE CITY OF SUNRISE AND STEP CG, LLC" UNDER THE TERMS OF THE STATE OF UTAH NASPO VALUEPOINT CONTRACT NO. AR3230 AND THE STATE OF FLORIDA NASPO VALUEPOINT PARTICIPATING ADDENDUM NO. 43220000-NASPO-19-ACS FOR DATA COMMUNICATION PRODUCTS & SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after competitive procurement, the State of Utah, through NASPO Cooperative Purchasing Organization LLC d/b/a NASPO ValuePoint, awarded Contract No. AR3230 to Extreme Networks, Inc. for Data Communications Products & Services; and

WHEREAS, the State of Florida, Department of Management Services, utilizing Contract No. AR3230, entered into NASPO ValuePoint Participating Addendum No. 43220000-NASPO-19-ACS with Extreme Networks, Inc. Step CG, LLC is an authorized subcontractor/reseller of Extreme Networks, Inc. for the State of Florida; and

WHEREAS, the City has previously utilized Step CG, LLC for network equipment and support services and has been satisfied with its performance.

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

Section 1. "Cooperative Agreement No. 25-26-08-HR between the City of Sunrise and Step CG, LLC" (Agreement) under the terms of the State of Utah NASPO ValuePoint Contract No. AR3230 and the State of Florida NASPO Valuepoint Participating Addendum No. 43220000-NASPO-19-ACS for Data Communication Products & Services, in the amount of $143,950.16 is hereby approved.

Section 2. Because these purchases will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 3. The Procurement Manager or designee is hereby authorized to execute the Agreement. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

COOPERATIVE AGREEMENT NO. 25-26-08-HR
BETWEEN THE CITY OF SUNRISE
AND STEP CG, LLC

This Cooperative Agreement No. 25-26-08-HR (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Step CG, LLC, an Ohio corporation, authorized to do business in the State of Florida (Contractor) this ___ day of _____, 20___.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, the **NASPO ValuePoint** through their lead agency State of Utah awarded **Contract No. AR3230** and the **State of Florida** awarded **NASPO ValuePoint Participating Addendum (2019-2026)** for Data Communications Products & Services (Contract) dated October 3, 2019 and August 7, 2020 respectively. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through the delivery and acceptance of Extreme Network Inc.'s network equipment and support services for the Civic Center. This is a one-time fixed purchase.

3. **Agreement Price and Payments**. The Contractor will bill the City at the completion of the job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit B.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351
Or via Email to: accountspayable@sunrisefl.gov

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order

requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Step CG, LLC
50 E RiverCenter Blvd., Suite 900
Covington, KY 41011

If to City, to: Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☑ a. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☑ b. **Insurance Requirements**. This provision shall supersede and replace Section 28 of the Awarding Entity's Contract.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive

subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder(s) address shall read:

Original to:
City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov

Copy to:
City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

☑ c. **Indemnification.** This provision shall supersede and replace Section 14-16 of the Contract.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☑ d. **Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☑ e. **Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☑ f. **Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) 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 term of this Agreement and following completion

of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☑ g. **Discriminatory Vendor List**.

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☑ h. **Scrutinized Companies.**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.
iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☑ i. **Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☑ j. **Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☑ k. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☑ l. **E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☑ m. **Foreign Gifts and Contracts.**
Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☑ n. **Prohibited Telecommunications Equipment.**
Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

☑ o. **Antitrust Violations.**
The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

_____ p. **Entities of Foreign Concern.**
The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "_" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

☑ q. **Human Trafficking.**
Pursuant to Section 787.06(13), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does

not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

6. Additional Provisions:

_____

_____

_____

_____

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order, Exhibit A, and Exhibit B shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order, Exhibit A, and Exhibit B in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____

Print Name: _____

Print Title: _____

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

STEP CG, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

DocuSign Envelope ID: 4A7E8174-EA62-47CF-821A-9A608A50D62A

Contract #: AR3230

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Extreme Networks, Inc.
Name

6480 Via Del Oro
Street Address

San Jose	California	95119
City	*State*	*Zip*

Vendor # VC0000100495 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Michael Swierk *Phone Number:* 603-642-7856 *Email:* mswierk@extremenetworks.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.

3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work..

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001

5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.

6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions
ATTACHMENT B: Scope Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: Extreme Networks Product Warranty, End User License Agreement, Professional Services Terms and Conditions, Terms of Support, Extreme Networks Lease Agreement, Extreme Networks Subscription Renewal Agreement With Title, Extreme Networks Subscription Renewal Agreement without Title

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DocuSigned by:
Bob Gault
ADBDE24C04A34E6...
Contractor's signature — October 1, 2019 | 2:39:15 AM PDT — Date

CRSO
Type or Print Name and Title

DIVISION OF PURCHASING

Director, Division of Purchasing — Oct 3, 2019 — Date

Note: sections negotiated 2, 13, 14, 16, 18, 19, 20, 23, 26, 30, 34, 36, and 39.

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");

(2) NASPO ValuePoint Master Agreement Terms & Conditions;

(3) A Purchase Order issued against the Master Agreement, including a Service Level Agreement;

(4) The Solicitation; and

(5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without

manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which permanently reside on a computing device.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the

Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the Supplier's branded services that are identified in, and incorporated into, this Agreement, and are supplied the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be

extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a

party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale**. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses**,** social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and

sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have

the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence, so long as the Purchasing Entity provides the Master Agreement order and purchase order number(s) on its purchase order(s) to Contractor.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Maintenance agreements may have terms as prescribed in section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current

applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. A Purchasing Entity may request, on its purchase order, for a delivery to be made as an "Inside Delivery." Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping documentation included in the carton shall include the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

The Purchasing Entity shall have thirty (30) days after Product delivery to inspect the Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then the Purchasing Entity shall notify Contractor. At Contractor's option, Contractor shall: 1) repair such damage, 2) ship a replacement, or 3) refund the purchase price (upon return of the Product). After such Acceptance Period the Products shall be deemed accepted. Products that do not meet specifications may be rejected.

Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use, and the remedies set forth in Contractor's Product Warranty, provided herein, shall apply in such cases. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount, as set forth in Contractor's service warranty terms, found in Exhibit 4. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one percent (1%) per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Product Warranty

Extreme warrants the Products solely to Purchasing Entity, as of the date of purchase by Purchasing Entity, and pursuant to the terms and conditions of the Extreme standard product warranty set forth in Exhibit 1.

19. Title of Product

, Contractor shall convey to Purchasing Entity title to the Product (but no title to any software is conveyed) free and clear of all liens, encumbrances, or other security interests. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title, subject to the terms of the Contractor's End User License Agreement which is found in Exhibit 2 to this Agreement. A subsequent transfer of certain software licenses may be subject to additional software license fees to be paid by either Purchasing Entity or Purchasing Entity's transferee, unless Contractor agrees to

waive such transfer fees.

20. End User License Agreement.

The use of Contractor-provided Software under this Agreement is subject to Contractor's End User License Agreement, found in Exhibit 2 to this Agreement. .

21. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.
Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

23. Reserved.

24. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

25. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine what data the Contractor will hold, store, or process. The Contractor must document the Data Categorization in the SLA or Statement of Work.

26. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document

identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

27. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, and other service agreements, shall not be considered as "new."

General Provisions

28. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy

shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

30. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information

concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. **Non-Disclosure**. Both parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Both parties shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Both parties shall use commercially reasonable efforts to assist in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Each party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the request of a party, the other party shall turn over to requesting party all documents, papers, and other matter in their possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. **Injunctive Relief**. Each party acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to the other party that is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other party and are reasonable in scope and content.

d. **Purchasing Entity Law**. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to Confidential Information, defined to include Participating Addenda, as well as Orders or

transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 29. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

32. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

32. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

33. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

34. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon sixty (60) days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Termination of the Master Agreement due to Contractor default may be immediate.

35. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

36. Defaults and Remedies

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen(15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. In the event of a material breach by the Lead State or a Participating Entity, Contractor may terminate the Master Agreement and/or a Participating Addendum, as applicable, upon no less than thirty (30) days prior written notice, with a fifteen (15) days opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a

Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

37. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

38. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. **Indemnification – Intellectual Property**. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action, including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

(3) If an Intellectual Property Claim has been made, or in Contractor's reasonable opinion is likely to be commenced, the Purchasing Entity agrees to permit Contractor, at its option and expense, either to: (a) procure for the Purchasing Entity to continue using the Product; (b) replace or modify the product so that it becomes non-infringing; or (c) immediately terminate both parties' respective rights and obligations under this Master Agreement with regard to the Product, in which case the Purchasing Entity will return the Product to Contractor and Contractor will refund to the Purchasing Entity the price originally paid by the Purchasing Entity for the Product, as depreciated or amortized by an equal annual amount over three years from date of original shipment.

(4) Notwithstanding the foregoing, Contractor has no liability for any Intellectual Property Claim arising from:

(a) a Claim that asserts damages based on the amount or duration of use, which a Purchasing Entity makes of the Product, revenue earned by the Purchasing Entity from services it provides which utilize the Product, or services offered by the Purchasing Entity to external or internal customers;

(b) Contractor's compliance with the Purchasing Entity's designs, specifications or instructions; or

(c) The Purchasing Entity's use of the Product after Contractor has informed the Purchasing Entity of modifications or changes in the Product required to avoid such an Intellectual Property Claim if the alleged infringement would have been avoided by implementation of Contractor's recommended modifications or changes.

(5) THIS SECTION (b) STATES THE ENTIRE OBLIGATION OF CONTRACTOR AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF THE PURCHASING ENTITY, IN RESPECT OF ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS. THIS INDEMNITY OBLIGATION AND REMEDY ARE GIVEN TO PURCHASER SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND CONTRACTOR DISCLAIMS, ALL WARRANTIES, CONDITIONS, AND OTHER TERMS OF NON-INFRINGEMENT WITH RESPECT TO ANY PRODUCT.

Limitation of Liability. Except for those obligations under Intellectual Property Infringement, General Indemnity, notwithstanding anything else herein, all liability of Contractor and its suppliers to any Purchasing Entity or Participating Entity for claims arising under this Master Agreement, or otherwise shall be limited to Three Million Dollars ($3,000,000). This limitation of liability is cumulative and not per incident.

Waiver of Consequential and Other Damages. In no event shall Contractor or its suppliers be liable for any incidental, special, indirect, or consequential damages, or lost or damaged data (except for a loss of Purchasing Entity data caused by Contractor's negligence), arising in tort (including negligence), or otherwise, even if Contractor or its suppliers have been informed of the possibility thereof.

40. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

41. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and

exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

42. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

43. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

44. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

45. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

a. **Reserved**.

Exhibit 1- Contractor's Warranty Terms-follow this page

Exhibit 1
Contractor Product Warranty Terms

THIS WARRANTY IS GIVEN TO THE ORIGINAL PURCHASING END USER AND IS APPLICABLE ONLY TO PRODUCTS AND LICENSED MATERIALS AS LISTED HEREIN AND SOLD OR DISTRIBUTED TO SUCH END USER BY EXTREME NETWORKS, INC. (INCLUDING EXTREME NETWORKS IRELAND LIMITED, A WHOLLY OWNED SUBSIDIARY, COLLECTIVELY "EXTREME") OR AN AUTHORIZED EXTREME CHANNEL PARTNER.PRODUCT REGISTRATION WITHIN 30 DAYS AFTER PURCHASE IS REQUIRED TO VALIDATE PRODUCT WARRANTY TO ENSURE FULL AVAILABILITY OF SERVICES ELIGIBILITY. FAILURE TO DO SO MAY RESULT IN DELAYS IN RECEIVING WARRANTY SUPPORT.

Table 1 – Extreme Product Warranty Summary of Entitlements

Warranty	Duration of Warranty "Warranty Period"	Global Technical Assistance Center*	On-Line Support Portal	Software/Firmware Availability	Hardware Replacement[1]
1 Year Warranty	One Year	One Year	One Year	90 Days – Defective Software Media Replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
5 Year Warranty	Five Years	Five Years	Five Years	Two years for Base Operational Software[2] Updates	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty – 10 Business Day Ship	Product Lifetime[3]	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades[4] One Year for Advanced Software License Updates[4]	Advanced exchange replacement hardware is shipped within 10 business days

[1] Actual delivery times may vary depending on specific End User location.

[2] Base Operational Software as defined by Extreme below.

[3] Product Lifetime is as further defined and conditioned by Extreme below. [4]Updates and Upgrades are as further defined by Extreme below.

[4] Advanced Software License and Advanced Software License Updates are as further defined by Extreme below.

Limited Lifetime Warranty With Express Advanced Hardware Replacement[1]	Product Lifetime	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates[2]	Advanced exchange replacement hardware shipped next business day from RMA approval time
Limited Lifetime Warranty 15 Day Return To Factory Ship	Product Lifetime	Product Lifetime	Product Lifetime	One year for Base Operational Software Updates	Return and Replace – Hardware shipped within 15 business days of receipt of defective asset
Limited Lifetime Warranty With Express Advanced Hardware Replacement-2	Product Lifetime	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades	Advanced exchange replacement hardware shipped next business day from RMA approval time
Software Warranty[3]	90 Days	90 Days	90 Days	90 Days	N/A
1 Month Warranty (WiNG)[8]	1 Month for Hardware	90 Days	1 Month	N/A	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
3 Month Warranty (WiNG)[8]	3 Months	90 Days	3 Months	N/A	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
1 Year Warranty (WiNG)8, 10	One Year	90 Days	1 Year	90 Days – Defective software media replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset

[1] Advanced exchange replacement hardware delivered next business day from RMA approval time for A2, B2/C2, B3/C3, G3 products in North America, Western Europe and Australia only. Advance Hardware Replacement as further defined and conditioned by Extreme below.

[2] Sustaining/Maintenance update releases as defined by Extreme below.

[3] This warranty is also applicable to the WLAN and ADSP products acquired from Zebra technologies by Extreme Networks. Provisions provided under the Extreme Warranty are continuations of the Zebra warranty provisions in place at the time of the acquisition.

Limited Lifetime Warranty[8] (WiNG)	Product Lifetime	90 Days	Product Lifetime	90 Days – Defective software media replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty with Express Advanced Hardware Replacement-B[12]	Product Lifetime	Product Lifetime[9]	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades	Advanced exchange replacement hardware shipped next business day from RMA approval time

*8 AM to 5 PM (Monday to Friday) local End User's time.

Product (Limited) Warranty

Hardware Product Warranty

Subject to the limitations and conditions set forth herein, Extreme warrants to the original purchasing End User that each unit of Extreme hardware products ("Hardware Products" or "Products") will be free from defects in material and workmanship under normal use consistent with Extreme's published written specifications for the Product at the time of shipment. Warranty Period is for the duration specified in Table 1 – Product Warranty, beginning from the date of shipment. Breach of warranty will be enforceable against Extreme only if written notice of such breach is received by Extreme within the applicable Warranty Period.

Software Product Warranty

Subject to the limitations and conditions set forth herein, Extreme warrants that commencing on the Warranty Start Date and continuing for a period of ninety (90) days: (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use and (b) the Software substantially conforms to the documentation. Except for the foregoing limited warranty, the Software is provided "AS IS". This limited warranty extends only to the Software purchased from an approved source by an End User who is the first registered end user. End User's sole and exclusive remedy and the entire liability of Extreme and its suppliers under this limited warranty will be (i) replacement of the defective media and/or (ii) at Extreme's sole option, repair or replacement of the Software subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Extreme within the warranty period. In no event does Extreme warrant that the Software is error free or that End User will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Extreme does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

Remedies – In the event of a failure of any Product to comply with the foregoing warranty during the applicable warranty period, Extreme shall, at its sole option, repair or replace the Product (which may include a workaround) or refund the fees paid for such Product following

[1] Global Technical support provided via: Telephone, Online Support Portal and email for first 12 months, (from Warranty Start Date), Online Support Portal and email support for remainder of Warranty Period.

[2] Product Lifetime for WLAN9100 Products is 3 years post end of sale date.

return of such Product. The foregoing sets forth Customer's sole and exclusive remedies for breach of warranty.

To ensure timely receipt of Product Warranty entitlements as described herein, end-user customer must register your Extreme products. Product registration is required within 30 days after purchase to validate product warranty. Failure to do so may result in delays in receiving warranty support. Product warranty registration is available at:

http://www.extremenetworks.com/support/productregistration

To determine the applicable warranty for a particular product please reference the Product Warranty Table in Exhibit 8.

Definitions Used in This Policy

Documentation – Extreme supplied or published thencurrent technical documentation describing the features and functions of the associated Products.

Warranty Start Date – Used in this policy is from the date of shipment of the Product from Extreme, or in the case of resale by an Extreme authorized reseller, commencing not more than 90 days after shipment by Extreme.

Warranty Duration – Product Lifetime – Except where otherwise defined, a period of time commencing on the Warranty Start Date from Extreme (see below) and ending on five years from the Product's announced end-of-sale date in accordance with Extreme's End of Life policy (attached as Exhibit 3). For purposes of further clarity, end-of-sale dates are defined in the Extreme End of Life Policy. Extreme Wireless Controllers Product Lifetime warranty duration is one year from the Product's end-of sale date.

Base Operational Software – Embedded software that is required to operate an Extreme-branded network device and is offered for sale as an inclusive component of such hardware network device product as further described in Extreme's published price list applicable to such hardware product ("Covered Product").

Feature Packs and Advanced Software Licenses – Defined as software enabled pursuant to authorized use of an Extreme-issued license key that enables certain optional embedded software features in an Extreme Networks network device and is offered for sale as an optional component of such hardware network device product as further described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Advanced Software License Updates – Minor releases of Advanced Software Licenses that are optional embedded software features of Covered Products.

Application Software – Defined as software that is not required to operate a network device, such as management software or other standalone software. It is not an enhancement to the Base Operational Software and may reside on another network device.

Upgrade and Update Software / Firmware Release Schema – A.B.C.

- A = Major Release Number. Major software releases are upgrades.
- B = Minor / Sustaining Release Number. Minor / Sustaining releases are updates.
- C = Maintenance / Sustaining Release Number. Maintenance / Sustaining releases are updates.

Extreme Product Warranty Entitlements

Global Technical Assistance Center – Customer is entitled as part of this warranty to

utilize Extreme warranty support line via email, Web form or telephone available from 8 AM to 5 PM (Monday to Friday) local End User's time for basic hardware and operational software troubleshooting assistance in connection with warranty claims, including RMA's (excluding installation, configuration and general networking troubleshooting).

On-Line Support Portal – Customer shall also have access to Extreme Customer Support Website by registering the Product and/or FRU at: http://www.extremenetworks.com/support/product-registration/, which may include, but is not limited to: (i) information about status and/or review of known hardware and/or software issues/problems, (ii) access to technical documentation, (iii) the ability to log a case, (iv) information about the status of outstanding RMAs.

Base Operational Software – Updates and Upgrades – Customer is entitled to receive any Base Operational Software or Base Operational Software upgrades/updates that Extreme may develop and generally release on Covered Products.

Base Operational Software: Updates – Customer is entitled to receive any Base Operational Software updates (i.e., sustaining and/or maintenance releases) that Extreme may develop and generally release on Covered Products.

Hardware Replacement: Advanced Exchange Next Business Day Ship – Extreme Networks must process the RMA relating to the defective product per the Advanced Exchange Warranty RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday, in order to ship the replacement product to your site, by the end of day of the Next Business Day. Otherwise Second Business Day shipment will be provided for RMA's processed after the time indicated.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Extreme pays for the return freight of products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or Brokers fees associated with the return of products from Customer to Extreme in the country of origin is Customers responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to customer, excluding any applicable taxes, duties and custom fees in Customers destination country. Extreme will not be the importer of record on any shipments to Customer.

Customer is responsible for returning the defective Product to an Extreme-authorized return facility. In the event that you fail to return the defective Product within ten (10) business days of receipt of the replacement FRU, Extreme reserves the right to require customer to pay the full, or portion of the, List Price of the FRU or product component. Extreme will send an invoice to customer that will reflect the amount to be paid.

Hardware Replacement: Return and Replace – Extreme will make commercially reasonable efforts, at its expense, to see the shipping of a repaired or replacement FRU (feature, function

and fit compatible) within 10 or 15 business days (depending upon affected product) of receipt of the defective FRU at an Extreme facility.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Customer pays for the return freight of the product to Extreme's designated location, including any applicable taxes, duties and custom fees in both country of origin and destination. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to Customer, excluding any applicable taxes, duties and custom fees. Customer must be the Importer of Record for all returns to Customer.

Advanced Hardware Replacement – Extreme provides for the advanced shipment of replacement hardware. After a request for a replacement Field Replaceable Unit (FRU) is validated for warranty entitlement by Extreme Global Technical Assistance Center (GTAC) and a Return Material Authorization (RMA) number is processed, a new field replaceable unit (FRU), Extreme will make commercially reasonable efforts, to pick, pack and ship the replacement FRU per the Hardware Replacement provisions as stated in Table 1 (Warranty Summary of Entitlements) using a commercial delivery service to customer's site.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Extreme pays for the return freight of products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or Brokers fees associated with the return of products from Customer to Extreme in the country of origin is Customers responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to customer, excluding any applicable taxes, duties and custom fees in Customers destination country. Extreme will not be the importer of record on any shipments to Customer.

Customer is responsible for returning the defective Product to an Extreme-authorized return facility In the event that you fail to return the defective Product within ten (10) business days of receipt of the replacement FRU, Extreme reserves the right to require customer to pay the full, or portion of the, List Price of the FRU or product component. Extreme will send an invoice to customer that will reflect the amount to be paid.
Hardware Replacement: General Provisions – Extreme is not responsible for any delays related to export or customs regulations or processes, or transportation issues. Actual delivery times may vary depending on specific customer location.

Dead on Arrival (DOA) – For up to 30 days from the date of shipment of the Product from Extreme (or in the case of resale by an

Extreme authorized reseller or channel partner, commencing not more than 90 days after shipment by Extreme), Extreme will provide Advanced Hardware Replacement of affected field replaceable unit (FRU) of Hardware Products that fail to operate within 24 hours of initial installation.
For purposes of this DOA policy, "fail to operate" shall mean a material failure to substantially perform in accordance with the Hardware Products' published Documentation.

Warranty Duration: Integrated Component Coverage – For certain product families some Integrated Components, such as power supplies, fans, and cables, may have their own separate warranty duration which may be different than the product it is embedded in. For a listing, reference Table 2 – Integrated Component Coverage below.

Table 2 – Integrated Components Coverage
The following components that are integrated within a product may have separate warranty provisions:

Product Family	Fans	Power Supplies[1]
I-Series	N/A	3 Years
7100G	5 Years	5 Years

Appliance Products and Products Sold Within a Bundle – For products that are sold in a "bundled" manner noted as either a Bundle or as an Appliance in further defined in Extreme's published price list, the warranty provision provided is per each individual Product Part Number that comprises the bundle, unless otherwise noted in the price list.

Warranty Assumptions
Extreme is not responsible for any delays related to export or customs regulations or processes, in the event of force majeure, or due to transportation issues. Actual delivery times may vary depending on specific customer location.

Replacement Products will be warranted for the remaining warranty period of the original Products that were replaced, and may be new or refurbished products. If a warranty claim is invalid for any reason and Extreme agrees to repair the returned Product even though it is not under warranty, Extreme reserves the right to charge for services performed and expenses incurred by Extreme in repairing, handling and shipping the returned Product. Expendable parts, such as fuses, lamps, filters, and other parts that are regularly replaced due to normal use are excluded from this limited Product Warranty.

[1] External Redundant Power Supplies are included in the warranty coverage for the A, B, and C Series. Redundant Power Supply Cables that are shipped with External Redundant Power Supplies are covered under the Redundant Power Supply Warranty

As to Products repaired or replaced during the original warranty period for such Product, the warranty period on the replacement Product or the repaired Product shall terminate 30 days after shipment to End User or upon the termination of the original warranty period, whichever is longer.

Unless required for operational reasons or as otherwise agreed between customer and Extreme in a separate writing, replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme for the Product being replaced.

As to any out-of-warranty Products repaired, modified or replaced by Extreme at Extreme's regular published charges, the warranty period with respect to the material and workmanship hereunder shall expire 30 days after the date of shipment of said Product to End User.

Warranty Exclusions
Limitation
The warranties set forth above shall not apply to: (i) any third party software or hardware, whether or not such third party software or hardware is or was provided by Extreme; (ii) any Products that have been modified or repaired by anyone or any entity other than Extreme or as authorized by Extreme in writing; or (iii) any Products which have not been maintained in accordance with any handling or operating instructions supplied by Extreme, or that have been subjected to any unusual or non-standard physical or electrical stress, misuse, negligence, accidents, or causes beyond Extreme's control. The warranties and corresponding entitlements set forth herein are for the benefit of and shall apply only to end user customer.

Disclaimer of Warranties
EXCEPT FOR THE EXPRESS WARRANTIES AND CONDITIONS SET FORTH HEREIN, EXTREME MAKES NO OTHER WARRANTIES OR CONDITIONS RELATING TO THE PRODUCTS AND/OR FRU(s) PROVIDED, AND SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES AND FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY OF INFORMATION, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT WILL EXTREME BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, OR PROCUREMENT OF SUBSTITUTE GOODS), HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT ANY REMEDY PROVIDED HEREIN SHOULD FAIL OF ITS ESSENTIAL PURPOSE. EXTREME TOTAL LIABILITY UNDER THIS WARRANTY TO CUSTOMER IN RELATION TO THE PRODUCT(S) AND/OR FRU(S) AND FULFILLMENT OF WARRANTY SERVICES AS DEFINED HEREIN SHALL BE LIMITED TO THE AMOUNTS PAID TO EXTREME FOR SUCH PRODUCT(S) AND/OR FRU(S).

Use of Subcontractors
Extreme reserves the right to engage third party subcontractors to perform any services defined herein on behalf of Extreme.

Attachment B – Scope Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.2: NETWORKING

1.2.1 Network Application Services.

Application networking solutions and technologies that enable the successful and secure delivery of applications to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

1.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

1.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2 Networking Software.

Software that runs on a server, or within the Cloud, and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow

transfer of data among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2.1 Network Management and Automation — Software products and solutions for network automation, cloud computing, and IT systems management.

1.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

1.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

1.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, and WAN performance monitoring.

1.2.3 Network Optimization and Acceleration.

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

1.2.3.1 Data Analytics — Appliance for improving network management by more effectively factoring in issues related to congestion, such as utilization, service consumption and routing. Provides real-time insights into network traffic to determine the value of different portions of that traffic.

1.2.3.2 Dynamic Load Balancing (Network Traffic Management) — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

1.2.3.3 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

1.2.3.4 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

1.2.4 Optical Networking.

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

1.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

1.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

1.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

1.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE

1.3.1 Routers.

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

1.3.1.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

1.3.1.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

1.3.1.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

1.3.2 Security.

1.3.2.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

1.3.2.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a

switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

1.3.3.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4: Switches.

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
    a. SSHv2 (Secure Shell Version 2)
    b. 802.1X (Port Based Network Access Control)
    c. Port Security
    d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. Netflow Support (Optional).

1.3.4.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans

- Security
    - SSHv2
    - MacSec encryption
    - Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- Netflow Support.

1.3.4.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member

- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
    - Per VLAN Spanning Tree
    - Rapid Spanning Tree
    - VLAN IDs up to 4096
    - Layer 2 Class of Service (IEEE 802.1p)
    - Link Aggregation Control Protocol (LACP)
    - QinQ (IEEE 802.1ad)

1.3.4.9 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

Category 1.4: WIRELESS.

Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

1.4.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

1.4.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

1.4.3 Wireless LAN Controllers — An onsite or offsite solution utilized to manage Light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel
- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

1.4.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

1.4.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

1.4.6 Mobile Device Management (MDM) — MDM technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

II. Value Added Services

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

a. Deployment Services
    i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
    ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
    iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.
f. Testing Services – Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

2.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

a. Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Partners/ Resellers. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

2.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

III. Product Line Additions

During the contract term Contractor may submit a request to update product catalog that falls within the scope listed in herein this Attachment B as new technology is introduced, updated or removed from the market. Lead State will evaluate requests and update the contract offering as appropriate. New product additions must utilize the same pricing structure as was used for services falling into the same service category.

A. Minimum Discount %

The Minimum Discount % off List shall be firm fixed for the duration of the contract. However, the list prices may fluctuate through the life of the contract, as provided within Attachment A. Contractor may offer increased discounts upon achievement of contract volume milestones. Minimum guaranteed contract discounts do not preclude Contractor and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion. Purchasing entities shall benefit from any promotional pricing offered by the Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

Attachment C - Pricing Discounts and Value Added Services

Contractor ***Extreme Networks, Inc.***

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.

2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Section 2: Minimum Discount % off List

Category 1.2 Networking	
Hardware and Software (on premise)	38.00%
Cloud Services	NA
Service Packages (i.e., Maintenance, etc.)	12% for HW / 6% for SW
Category 1.3 Routers, Switches, Secuirty, and Networking Storage	
Hardware and Software (on premise)	38.00%
Cloud Services	NA
Service Packages (i.e., Maintenance, etc.)	12% for HW / 6% for SW
Category 1.4 Wireless	
Hardware and Software (on premise)	38.00%
Cloud Services	NA
Service Packages (i.e., Maintenance, etc.)	12% for HW / 6% for SW

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	**Job Description**	**Onsite**	**Remote**	**Onsite**	**Remote**	**Onsite**	**Remote**
Maintenance Services	Extreme Maintenance Offerings are included above						
Professional Services	Implementation offered under Extreme's Professional Services portfolio.	$281.25 - *24 hour minimum for onsite support	$281.25 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support
Deployment Services	Deplopyment offered under Extreme's Professional Services portfolio.	$281.25 - *24 hour minimum for onsite support	$281.25 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support
Consulting Advisory Services	Consulting Advisory Services offered	$281.25 - *24 hour	$281.25 - *8	$421.88 -*24	$421.88 - *8	$421.88 -*24	$421.88 - *8
Architectural Design Services	Architectural Design Services offered under Extreme's Professional Services portfolio.	$281.25 - *24 hour minimum for onsite support	$281.25 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support
Statement of Work Services	SOWs are offered under Extreme's	$281.25 - *24 hour	$281.25 - *8	$421.88 -*24	$421.88 - *8	$421.88 -*24	$421.88 - *8
Partner Services	NA						
Training Deployment Services	Technical Training - knowledge based training offered during implementation	$281.25 - *24 hour minimum for onsite support	$281.25 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support	$421.88 -*24 hour minimum for onsite support	$421.88 - *8 hour minimum for remote support
Education and Training	Classroom Technical Training	$68.75	N/A	$68.75	N/A	$68.75	N/A
[add any additional Value Added Services]							

Exhibit 2

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- *Capacity*. Under the terms of this license, the license granted to You by Extreme authorizes You to use the Licensed Materials up to the amount of capacity or usage as defined in the Ordering Documentation.

5. AUDIT RIGHTS. You agree that Extreme may audit Your use of the Licensed Materials for compliance with this Agreement and Your License Type at any time, upon reasonable notice. In the event that such audit reveals any use of the Licensed Materials by You other than in full compliance with the license granted and the terms of this Agreement, Extreme reserves the right to charge You for all reasonable expenses related to such audit in addition to any other liabilities and overages applicable as a result of such non-compliance, including but not limited to additional fees for Concurrent Users, excess capacity or usage over and above those specifically granted to You. From time to time, the Licensed Materials may upload information about the Licensed Materials and the associated usage to Extreme. This is to verify the Licensed Materials are being used in accordance with a valid license and/or entitlement. By using the Licensed Materials, you consent to the transmission of this information.

6. RESTRICTION AGAINST COPYING OR MODIFYING LICENSED MATERIALS. Except as expressly permitted in this Agreement, You may not copy or otherwise reproduce the Licensed Materials. In no event does the limited copying or reproduction permitted under this Agreement include the right to decompile, disassemble, electronically transfer, reverse engineer, extract or otherwise derive, the source code and any other ideas, algorithms or procedures from the Licensed Materials, including without limitation the Licensed Software, or to translate the Licensed Materials into another computer language, except to the extent that Extreme is not permitted by applicable law to exclude or limit such rights. The media or software in other form embodying the Licensed Materials may be copied by You, in whole or in part, into machine-readable form, in sufficient numbers only for backup or archival purposes, or to replace a worn or defective copy. However, You agree not to have more than two (2) copies of the Licensed Software in whole or in part, including without limitation the original media, in Your possession for said purposes without Extreme's prior written consent, and in no event shall You operate more copies of the Licensed Software than the specific licenses granted to You. Notwithstanding the above, you may not copy or reproduce the documentation. You agree to maintain appropriate records of the location of the original media and all copies of the Licensed Software, in whole or in part, made by You. You agree to include any copyright, trademark, claims of confidentiality, or trade secrets, or other proprietary notice set forth on the label of the media embodying the Licensed Software on any copy of the Licensed Materials in any form, in whole or in part, or on any modification of the Licensed Materials or any such modular work containing the Licensed Materials or any part thereof.

7. TITLE AND PROPRIETARY RIGHTS.

(a) The Licensed Materials are copyrighted works and, as between You and Extreme, are the sole and exclusive property of Extreme, its Affiliates, and/or its and their suppliers. This Agreement conveys a limited right to operate the Licensed Materials and shall not be construed to convey title to the Licensed Materials to You. There are no implied rights. You shall not sell, lease, transfer, sublicense, dispose of, or otherwise make available the Licensed Materials or any portion thereof, to any other party.

(b) You further acknowledge that in the event of a breach of this Agreement, Extreme shall suffer severe and irreparable damages for which monetary compensation alone will be inadequate. You therefore agree that in the event of a breach of this Agreement, Extreme shall be entitled to monetary damages and its reasonable attorney's fees and costs in enforcing this Agreement, as well as injunctive relief to restrain such breach, in addition to any other remedies available to Extreme.

8. PROTECTION AND SECURITY. In the performance of this Agreement or in contemplation thereof, You and Your employees and agents may have access to private or confidential information owned or controlled by Extreme relating to the Licensed Materials supplied hereunder including, but not limited to, product specifications and schematics, and such information may contain proprietary details and disclosures. All information and data so acquired by You or Your employees or agents under this Agreement or in contemplation hereof shall be and shall remain Extreme's exclusive property, and You shall use all commercially reasonable efforts to keep, and have Your employees and agents keep, any and all such information and data confidential, and shall not copy, publish, or disclose it to others, without Extreme's prior written approval, and shall return, destroy or expunge such information and data to Extreme at its request. Nothing herein shall limit Your use or dissemination of information not actually derived from Extreme or of information which has been or subsequently is made public by Extreme, or a third party having authority to do so.

You agree not to deliver or otherwise make available the Licensed Materials or any part thereof, including without limitation the object or source code (if provided) of the Licensed Software, to any party other than Extreme or its employees, except for purposes specifically related to Your use of the Licensed Materials on a single computer as expressly provided in this Agreement, without the prior written consent of Extreme. You acknowledge that the Licensed Materials contain valuable confidential information and trade secrets, and that unauthorized use, copying and/or disclosure thereof are harmful to Extreme, its Affiliates, and its and their suppliers.

9. MAINTENANCE AND UPDATES. Except as otherwise defined below, updates and certain maintenance and support services, if any, shall be provided to You pursuant to the terms of a separate service and/or maintenance agreement, if Extreme and You enter into such an agreement. Except as specifically set forth in such agreement, Extreme shall not be under any obligation to provide updates, modifications, or enhancements, or maintenance and support services for the Licensed Materials to You. If you have purchased Licensed Materials on a subscription basis then the applicable service terms for Your Licensed Materials are as provided in Your Ordering Documentation. Extreme will

perform the maintenance and updates in a timely and professional manner, during the term of Your subscription, using qualified and experienced personnel. You will cooperate in good faith with Extreme in the performance of the support services including, but not limited to, providing Extreme with: (a) access to the Extreme Licensed Materials (and related systems); and (b) reasonably requested assistance and information. Further information about the applicable maintenance and updates terms can be found in Extreme's Terms of Support (attached as Exhibit 4).

10. DEFAULT AND TERMINATION. In the event that You shall fail to keep, observe, or perform any obligation under this Agreement, including without limitation a failure to pay any sums due to Extreme, or in the event that you become insolvent or seek protection, voluntarily or involuntarily, under any bankruptcy law, Extreme may, in addition to any other remedies it may have under law, terminate this Agreement and any other related agreements between Extreme and You.

(a) Immediately after any termination of this Agreement, Your licensed subscription term, or if You have for any reason discontinued use of Licensed Materials, You shall return to Extreme, destroy or expunge (in Extreme's discretion) the original and any copies of the Licensed Materials and remove the Licensed Materials, including without limitation any Licensed Software, from any Network Devices, and certify in writing that through Your best efforts and to the best of Your knowledge the original and all copies of the terminated or discontinued Licensed Materials have been returned to Extreme, destroyed or expunged.

(b) Sections 1, 7, 8, 10, 11, 12, 13, 14 and 15 shall survive expiration or termination of this Agreement for any reason.

11. EXPORT REQUIREMENTS. You are advised that the Licensed Materials, including without limitation the Licensed Software, is of United States origin and subject to United States Export Administration Regulations; diversion contrary to United States law and regulation is prohibited. You agree not to directly or indirectly export, re-export, import or transmit the Licensed Materials, including without limitation the Licensed Software to any country, end user or for any use that is prohibited by applicable United States laws or regulations (including but not limited to those countries embargoed from time to time by the United States government) or contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, reexport, import, transmission or use.

12. UNITED STATES GOVERNMENT RESTRICTED RIGHTS. The Licensed Materials (i) incorporate commercial computer software and commercial computer software documentation developed exclusively at private expense, and (ii) are in all respects proprietary property belonging solely to Extreme or its suppliers. If You are acquiring the Licensed Materials on behalf of any part of the U.S. government, the following provisions apply. The object code and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the

object code or the accompanying documentation by the U.S. government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the provisions hereof. Any technical data provided that is not covered by the above provisions is deemed to be “technical data” and “commercial items” pursuant to DFAR Section 252.227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 252.227.7015(b).

13. LIMITED WARRANTY AND LIMITATION OF LIABILITY. Extreme warrants to You that (a) the initially-shipped version of the Licensed Materials will materially conform to the Ordering Documentation; and (b) the media on which the Licensed Software is recorded will be free from material defects for a period of ninety (90) days from the date of delivery to You or such other minimum period required under applicable law. Extreme does not warrant that Your use of the Licensed Materials will be error-free or uninterrupted.

NONE OF EXTREME, ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS, MAKE ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS". THE LIMITED WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, AND STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. IN NO EVENT WILL EXTREME OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE LICENSED MATERIALS BE LIABLE FOR ANY LOST PROFITS OR DATA, OR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR INABILITY TO USE THE LICENSED MATERIALS, TO ANY PARTY EVEN IF EXTREME OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EXTREME OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE LICENSE FEE YOU PAID FOR THE LICENSED MATERIALS DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENT CAUSING THE CLAIM.

Some jurisdictions do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to You. This limited warranty gives You specific legal rights, and You may also have other rights which vary based on Your applicable jurisdiction.

14. GOVERNING LAW; JURISDICTION. The validity, performance and construction of this Agreement and the rights and obligations of the parties pursuant to this Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to any conflicts of law rules that would mandate the application of the

laws of another jurisdiction. Extreme and You hereby consent to the exclusive jurisdiction of, and venue in, the State and Federal courts of the State of California. You waive any objections to the personal jurisdiction and venue of such courts. None of the 1980 United Nations Convention on the Limitation Period in the International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act shall apply to this Agreement.

15. FREE AND OPEN SOURCE SOFTWARE. Portions of the Licensed Software provided to You may contain Open Source Software that is subject to a license that permits You to modify these portions and redistribute the modifications (an "Open Source License"). Your use, modification, and redistribution of the Open Source Software are governed by the terms and conditions of the applicable Open Source License. Some of the Open Source Software may be subject to: the GNU General Public License (GPL), the Lesser General Public License (LGPL), the Artistic License, the Mozilla Public License, Common Public License, the BSD License, the MIT License, the Apache License, the Creative Commons License, and/or other Open Source Licenses, copies of which are provided with the Licensed Materials or can be found on Extreme's website at https://www.extremenetworks.com/support/policies/open-source-declaration/. In accordance with the terms of GPL and LGPL, you may request a copy of the relevant source code should GPL and/or LGPL terms apply to your Licensed Software. Additional details are available upon request to Extreme. This offer is valid for up to three years from the date of original distribution of the relevant Licensed Software.

All Open Source Software is provided to You on an "AS IS" basis, and Extreme makes no representations or warranties for the use of this Open Source Software by You independent of any Extreme provided product, software, or services. Refer to the licenses and copyright notices listed in the relevant open source declaration for any specific license terms that apply to each Open Source Software component and warranty, if any, from the associated authors or licensors. Extreme specifically disclaims any warranties for defects caused by altering or modifying any Open Source Software or the products' recommended configuration. You have no warranty or indemnification claims against Extreme in the event that the Open Source Software infringes the intellectual property rights of a third party. Technical support, if any, will only be provided for the unmodified Extreme product as used within such product's recommended configuration.

16. GENERAL.

(a) This Agreement is the entire agreement between Extreme and You with respect to the subject matter hereof, including without limitation the Licensed Materials, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled.

(b) This Agreement may not be changed or amended except in writing signed by both parties hereto. No purchase order shall supersede or amend any terms of this Agreement.

(c) You represent that You have full right and/or authorization to enter into this Agreement.

(d) This Agreement shall not be assignable by You without the express written consent of Extreme. The rights of Extreme and Your obligations under this Agreement shall inure to the benefit of Extreme's assignees, licensors, and licensees.

(e) Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(f) The provisions of the Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto.

(g) Extreme's waiver of any right shall not constitute waiver of that right in future.

(h) Should You have any questions regarding this Agreement, You may contact Extreme at the address set forth below. Any notice or other communication to be sent to Extreme must be mailed by certified mail to the following address:

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119 United States
ATTN: Legal Department

Exhibit 3

Extreme Networks Product Support and End of Life Policy

Effective January 1, 2019

General Disclaimer. Although Extreme Networks has attempted to provide accurate information with this document, Extreme Networks assumes no responsibility for the accuracy of the information. Extreme Networks may change its release schedules, programs, product specifications, or definitions mentioned in the document at any time without notice. Any reference to non-Extreme Networks products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

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Introduction

This document provides Extreme Networks End of Life Policy for Software and Hardware products.

WARRANTY: Extreme Networks offers firmware, operating system software, and application software products, with various warranties included in the software purchase price. Please refer to specific product literature for warranty details.

SERVICES: Extreme Networks also offers various services at additional cost. Refer to the Services Solutions web page for details: http://www.extremenetworks.com/support/.

Only products which are covered by an appropriate warranty or a valid service contract are eligible for software updates or upgrades, and technical support, per the specific terms of the warranty or service contract.

Product End of Life: Overview

The Extreme Networks Product End of Life Overview is described in this document, which is intended to help customer plan and manage the End of Life process for Extreme products and assist the transition to alternative Extreme products and technology.

The End of Life policy covers the period starting at the End of Sale Notification, and includes End of Sale (EOS), End of Software Maintenance (EOSM), and End of Services Life (EOSL).

The End of Life Policy only applies to End of Sale announcements which are published on or after January 1, 2019. The Policy does not apply to product that is already subject to an End of Life and/or End of Sale announcement; for those products, the dates announced in the respective End of Sale Notifications will continue to apply.

The general policy guidelines are defined below. Note that the exact End of Life schedule for a specific product will be defined in its End of Sale Notification, which may vary from the general guidelines below.

The Support and End of Life Policy describes entitlements which are available for products which are covered by active support contracts. Customers will need to ensure that there is a current and fully paid support contract with Extreme. Please contact your Support Account Manager regarding fees payable during the end-of-life period to ensure access to entitlements described in the End of Life policy. For information regarding Extreme product warranties, please refer to Exhibit 1.

End of Sale Notification

Extreme will typically provide 6 months' notice of the affected product's End of Sale date.

This notice will be published to the Extreme Support website at https://www.extremenetworks.com/support/end-of-saleand-end-of-support-products/. Customers and Partners should check this site frequently to view any new Notifications, as well as any other information related to the End of Life process.

The End of Sale Notification will define the End of Sale date, End of Software Maintenance date, and End of Services Life date for the products specified in the Notification. The dates defined in the End of Sale Notification will supersede the general policy guidelines defined in this document.

End of Sale

The product End of Sale (EOS) date is the last date that a product is available for sale through Extreme systems, while supplies last. Product availability is not guaranteed through the End of Sale date, and products will be provided while supplies last.

End of Software Maintenance

The End of Software Maintenance (EOSM) date is the last date that Extreme will release any maintenance or patch releases for a specific major software revision. During the Software Maintenance period, Extreme reserves the right to determine which defects will be fixed. Note that a software upgrade to a later release may be necessary to correct a reported problem.

The table below defines the End of Software Maintenance period after End of Sale.

Software	**End of Software Maintenance (EOSM) (Note 1, Note 2)**
Applications	12 Months after End of Sale
WING OS	24 Months after End of Sale
Extreme Wireless OS	24 Months after End of Sale
EXOS OS	24 Months after End of Sale
BOSS/ERS OS	24 Months after End of Sale
VOSS/VSP OS	24 Months after End of Sale
SLX, NOS, NI	36 Months after End of Sale

Note 1: End of Software Maintenance policy applies to products after their EOS date
Note 2: Products with End of Sale announcements published prior to 1/1/2019 should refer to the published End of Sale Notification for EOSM and EOSL dates.

After EOSM for a period of 12 additional months Extreme may provide security/PSIRT patches for critical issues at its sole discretion.

End of Services Life

The End of Service Life (EOSL) date is the last date to receive service and support for the product. After this date, all support services for the product are unavailable, and the product becomes obsolete and software and other product related information will be removed from the Extreme support website.

Access to Extreme's Global Technical Assistance Center (GTAC) will be available for a period of 5 years from the End of Sale date for hardware and embedded operating system software issues and for a period of 3 years from the End of Sale date for application software issues. Note that a software upgrade to a later release may be necessary to correct a reported problem.

Access to Software releases will be available for a period of 5 years from the End of Sale date for embedded Operating System software, and for a period of 3 years from the End of Sale date for application software. Following the EOSL date, software may be removed from the Extreme support website.

Spares or replacement parts for hardware will be available for a period of 5 years from the End of Sale date. Extreme will replace the failed unit with either a new or previously used product which is equivalent to new in performance and reliability. Extreme may replace the failed unit with a product which is, in Extreme's sole opinion, equivalent to an original product that has been discontinued or is otherwise not available.

Additional Information

Additional information, access to previously published End of Sale Notifications, and other Policy documents are available from Extreme Networks Support at https://www.extremenetworks.com/support/.

Exhibit 4

Terms of Support

NOTICE TO ALL USERS: PLEASE READ THESE TERMS OF SUPPORT (THE "AGREEMENT") CAREFULLY. EXTREME RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THIS AGREEMENT AT ANY TIME WITHOUT FURTHER NOTICE BUT WILL POST THE REVISED AGREEMENT ON EXTREME'S WEBSITE. YOUR CONTINUED USE OF THE SERVICES AFTER ANY SUCH REVISIONS CONSTITUTES YOUR ACCEPTANCE OF THE NEW AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT OR ANY FUTURE REVISED AGREEMENT, DO NOT USE OR CONTINUE TO USE THE SERVICES. IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE EXTREME WEBSITE TO DETERMINE IF THERE HAVE BEEN ANY CHANGES TO THIS AGREEMENT AND TO REVIEW SUCH CHANGES.

Extreme Networks, Inc. ("Extreme") agrees to provide the ExtremeWorks Support Program and related Support Plans to You pursuant to the following terms and conditions. If You do not accept these terms, do not purchase or use the ExtremeWorks Support Program or related Support Plans.

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

   1.1 "Authorized Resellers" means those companies (a) authorized by Extreme to resell, promote or deliver the ExtremeWorks Support Program to the marketplace, and (b) through which Company has purchased the ExtremeWorks Support Program.

   1.2 "Customer" or You" means a purchaser of the Services who acquires such Services for ordinary business usage and not for purposes of further distribution or resale.

   1.3 "Customer Documentation" means Product documentation, Product specifications and other related materials.

   1.4 "Customer Personal Data" means all personal data (as defined in the Data Protection Law) which is processed by Extreme on Your behalf, or on behalf of an End User, in connection with the Services.

   1.5 "Data Protection Law" means all applicable laws relating to data protection and privacy including (without limitation) the EU Data Protection Directive (95/46/EC) as implemented in each jurisdiction, the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC,

as implemented in each jurisdiction, and any amending or replacement legislation from time to time.

1.6 "Defect" means a failure of any Product to operate in accordance with Extreme's technical specifications as set forth in the End User Documentation.

1.7 "Intellectual Property Rights" means any and all current and future (i) rights associated with works of authorship; including but not limited to copyrights, moral rights, and mask-work rights; (ii) patent rights, rights of priority, and design rights; (iii) trade secret rights, (iv) trademark rights (including service mark rights) and trade dress rights; (v) all other intellectual and industrial property rights of every kind and nature which may exist anywhere in the world, whether registered or unregistered; and (vi) any and all applications and registrations, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, reissues or reexaminations of any of the foregoing.

1.8 "Price List" means Extreme's suggested retail price list applicable to the delivery location in effect at the time of order acceptance by Extreme, which price list is subject to revision from time to time in Extreme's sole discretion.

1.9 "Products" mean Extreme commercial networking products as identified in the Price List, including (i) hardware products with embedded Software, (ii) Software Products in object code form, (iii) End User Documentation, and (iv) other materials related to the foregoing, if any, supplied to You and/or the Company in a commercial package.

1.10 "Releases" mean Updates and Upgrades, collectively. No Alpha or Beta or non-production versions shall be considered Releases.

1.11 "Services Environment" refers to the combination of hardware and software components owned, licensed or managed by Extreme to which Extreme may establish a data communication link between You and Extreme, and from which Extreme may access Your Products, as part of, and in order to, provide the Services You have ordered. You may be required to provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.

1.12 "Service Specification" means the Extreme document that sets forth the description of the Extreme service or solution-offering that You are purchasing.

1.13 "Services" mean the services provided by Extreme under the ExtremeWorks Support Program
(or similar support arrangement), the Premier Services Program (PSP) Foundation Services, and Extreme Managed Services, or any other end user services provided

by Extreme under this Agreement in accordance with the applicable program guide, and as further described in the Service Specification.

1.14 "Software" or "Software Products" mean Extreme software products in object code form which are either sold separately or embedded into Extreme hardware products. Software Products are licensed to You and/or Company under the then-current software license terms for the Software Product in effect at the time of order acknowledgement by Extreme.

1.15 "Trademarks" mean "Extreme Networks" and the applicable Product trademarks as listed in Extreme's usage guidelines, subject to revision from time to time in Extreme's sole discretion.

1.16 "Update" means a new version of a Software Product that includes defect corrections, bug fixes and/or minor enhancements that operate within the framework of the specifications for the current Upgrade of the Software Product, but does not include substantive features or functions not performed by the prior Release of the Software Product.

1.17 "Upgrade" means a new version of a Software Product that includes substantive features or functions not performed by the prior Release of the Software Product.

1.18 "Your Content" means all text, files, images, graphics, illustrations, information, data (including Customer Personal Data as defined in this Agreement), audio, video, photographs and other content and material, in any format, provided by You or on behalf of any End User that reside in, or run on or through, the Service.

2. Services. The scope of the Services provided to Company hereunder is based on the support plan purchased by Company for each unit of the Product purchased. Service Descriptions of the available Extreme support plans, including Extreme's obligations and End User entitlements are set forth in Exhibit 7 (together, the "Support Plans"). Certain on-site Services may not be available in some geographic regions or may require a "phase-in" period before they can be made available to Company. Extreme shall have the right to use subcontractors to perform all or part of the Service(s), as it deems appropriate. To be eligible for the PSP Foundation Service, Company must have Extreme equipment with current maintenance support entitlements. Future Services are deemed added to this Agreement at such time as they are added to the Price List, unless otherwise specified by Extreme in writing. Extreme has the right to discontinue the distribution or availability of any Service at any time upon sixty (60) days' prior notice to Company by email, notification on Extreme's website, or any other method permitted under this Agreement. In accordance with the Support Plan purchased for the applicable Product, the Services may include the following:

2.1 Releases. Extreme or its authorized representatives will make available to Company all Releases made generally available by Extreme only for Products for which Company has an active contract for Services. The content of all Releases shall be decided upon by Extreme in its sole discretion. Updates for Products for which Company has an active contract for Services shall be provided to Company at no additional charge during the term of this Agreement. Extreme shall impose additional charges for Upgrades. Company shall install only one (1) copy of a Release for each Product under an active contract for Services, and Company is prohibited from installing Releases on any Product which is not covered under an active contract for Services.

2.2 Corrections. Extreme shall use commercially reasonable efforts to provide a correction or workaround for any reported and reproducible Defect in any Product for which Services have been purchased with a level of effort commensurate with the severity level; provided that Extreme shall have no obligation to correct all Defects in the Products. Company shall notify Extreme TAC of the nature and severity of such Defect and the specific serial number of the applicable Product, and provide Extreme with enough information to locate and reproduce the Defect. Extreme shall not be responsible for correcting any Defect not attributable to Products or any Defect listed under Section 3 ("Exclusions").

3. Exclusions. The Services provided by Extreme hereunder will not include support and maintenance of any third-party software or hardware not provided by Extreme. Extreme is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas, GBICs and miniGBICs. Extreme shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at Extreme's then-current rates for special technical services and on Extreme's then-current terms and conditions for such services, subject to acceptance by Extreme at its sole discretion.

4. Company Obligations.

4.1 Company Assistance. Company agrees to provide Extreme with reasonable access to the Products for which problems are reported and all back-ups and Company information services, technical personnel, facilities, and premises as required in connection with the performance of the Services. To efficiently resolve problems and

perform local hardware diagnostics, Company shall provide modem level access for all Company sites. Company may provide passwords and/or activate the modem when needed. Company shall be responsible for any and all cables, hardware or software not provided by Extreme. Company's failure to provide such access or information may delay the Services and/or result in Extreme's inability to perform the Services; in such cases, Extreme shall not be liable for any consequences relating to or resulting from such delay or failure to perform.

4.2 Contact People. Company shall appoint at least two (2) individuals who have been trained and are knowledgeable on Extreme products within Company's organization to serve as the primary contacts between Company and Extreme and to receive support as provided herein. Company shall provide and shall update as appropriate contact information for the primary contacts, including address, phone number and email address. All of Company's support inquiries shall be initiated through these primary contacts.

4.3 Restrictions on Copying and Reverse Engineering. As a material consideration for this Agreement, Company expressly agrees not to translate, disassemble, reverse compile or reverse engineer the Products, including the Software Products, in whole or in part, except to the extent such prohibition is restricted by applicable law. Company will not copy, modify, create derivative works, rent, lease, loan or use for timesharing or service bureau purposes any Products, including Software Products, in whole or in part without the prior written approval of Extreme, which approval may be withheld in Extreme's sole discretion.

4.4 No Removal of Markings. Company agrees to comply with all legends that appear on or in the Products and not to remove or destroy any patent, copyright, logo, trademark, trade name, proprietary marking, or confidentiality legend placed upon or contained within Products, containers or End User Documentation supplied by Extreme.

5. Ordering and Payment Terms.

5.1 Orders.

5.1.1 The terms and conditions of this Agreement will apply to any and all purchase orders submitted by Company and will supersede any different or additional terms on Company's purchase orders.

5.1.2 Each purchase order must be acknowledged and accepted by Extreme in writing prior to Extreme incurring any obligation under such purchase order. Extreme reserves the right to reject any order.

5.1.3 In countries where Services are available from Extreme, Company may purchase a Support Plan set forth on Extreme's then-current Price List by submitting an order for such Support Plan either at the time of the purchase of the Product to which it relates or at any time thereafter, subject to Section 5.2 ("Reinstatement and Inspection"), Section 6 ("Support for End of Life") and Extreme's acceptance of such order at its sole discretion. Company shall be responsible for any other travel and living expenses incurred in connection with the Services or on-site Service calls that are not expressly included in Company's applicable Support Plan.

5.1.4 Each order of one Support Plan is only valid for a single unit or units of the Product for which Service is purchased and paid for. All orders for Services must include the location where the Services will be provided, the Support Plan being purchased and the model number and serial number of the Product to be supported or such information must be provided to Extreme in writing promptly following the purchase of the Services. Extreme will not be obligated to provide Services for a Product unless Extreme has received such information.

5.1.5 All orders for Services placed with Extreme will be non-cancelable, and all support fees and training fees, if applicable, paid to Extreme shall be non-refundable.

5.2 Reinstatement and Inspection. If Services are not ordered concurrently with any Product orders or are not promptly renewed each year, Extreme may, at its option, commence such Services upon payment of the applicable support fee and a reinstatement fee. If a Product is purchased in used condition, Extreme may, at its option, inspect the Product and commence Services for such Product upon payment of the applicable support fee, a reinstatement fee and Extreme's inspection fee.

6. Support for End of Life.

6.1 Product End of Life. In the event Extreme discontinues or otherwise ceases to make available to its customers a particular Product model number, Extreme will continue to offer Services for such Product in accordance with its then-current End of Life Policy (attached as Exhibit 3). The Services shall remain in effect with respect to other Products, if any, then covered.

6.2 Support Plan End of Life. Extreme reserves the right to discontinue any Support Plan in its sole discretion upon sixty (60) days' notice, by email, notification on Extreme's website, or any other method permitted under this Agreement, to Company; however, Extreme will continue to provide services under such discontinued Support Plan through the end of any prepaid support period so long as You and/or the Company is not in breach of any of its obligations under this Agreement.

7. Records and Audit. Company agrees to maintain complete, clear and accurate records relating to its activities under this Agreement, including, without limitation, its inventory and sales of each Product and Service (including reseller and end user information) (the "Records"), and retain such Records for such time period as may be required by law and commercially reasonable prudent practices, but not less than two (2) years. Such Records will be maintained in accordance with standard business practices and Generally Accepted Accounting Principles. Company will permit Extreme, or persons designated by Extreme, at Extreme's cost, to audit the Records to ensure compliance by Company with its obligations to Extreme. Any such audit shall be conducted during regular business hours and in such a manner as to not unduly interfere with normal business activities of Company. If the audit reveals an underpayment of amounts owed to Extreme, Company will promptly pay any such shortfall, and if such underpayment is more than 5% for the audited period, Company will further pay, or reimburse Extreme for, the cost of the audit, including professional fees.

8. Return Process. If Company is returning a Product to Extreme, Company must first obtain a Return Material Authorization ("RMA") number from Extreme. Company must return the entire contents of the defective Product and dated End User proof of purchase for the defective Product, if requested by Extreme, marked with the RMA number, to a receiving point designated by Extreme. Shipping cartons that are not marked with RMA numbers will be rejected by Extreme and returned to Company via collect freight. Extreme will pay the transportation charges (excluding taxes, duties and customs) in accordance with the Support Plan purchased for such Product. Notwithstanding the foregoing, Company retains sole responsibility for risk of loss or damage to Products during shipment to and from Extreme. Products returned to Extreme may be repaired or replaced by Extreme at Extreme's sole discretion. Replacement Products may be new or refurbished Products. In the event that Extreme evaluates and determines there is "no trouble found" in greater than twenty-five percent (25%) of the Products or parts returned in a ninety (90) day period, Extreme reserves the right to charge Company a service charge of twenty percent (20%) of the List Price per unit.

9. Ownership of Intellectual Property Rights; License; Non-Disclosure.

9.1 Intellectual Property Rights. You and Company acknowledge that the Products are proprietary to Extreme and its suppliers, and that Extreme and its suppliers retain exclusive ownership of all Intellectual Property Rights in and to the Products, including in and to any Software Products and Trademarks. You and Company will take all reasonable measures to protect Extreme's Intellectual Property Rights in any Product. Except as expressly provided herein, Company is not granted any right to any Intellectual Property Rights with respect to any Product.

9.2 License. All Releases provided under the Services are licensed subject to the terms and conditions of the then-current Software license agreement for such Software Product in effect at the time the Release is provided.

9.3 Non-Disclosure. You and/or the Company may be exposed to certain confidential information of Extreme including but not limited to information concerning the business, technology, and customers of Extreme, which You and/or Company knows or should know is Extreme's confidential and proprietary information (herein "Confidential Information"). You and/or Company agrees that while this Agreement is in effect and for a period of three (3) years thereafter, You/it will not: (i) use the Confidential Information for any purpose other than to perform under this Agreement; or (ii) disclose to any third party any Confidential Information without the prior written consent of Extreme. Company may disclose Confidential Information only to its employees or contractors on a need to know basis and as is reasonably necessary to allow the party to perform under this Agreement; provided that each such employee or contractor is under a written obligation of nondisclosure which protects the Confidential Information under terms at least as stringent as these terms. This Section will not apply to Confidential Information after such information is made public by Extreme. If any Confidential Information is required to be disclosed by Company as a matter of law or by order of a court or other legal process, Company will promptly notify Extreme of such obligation to disclose and reasonably assist Extreme in obtaining a protective order or otherwise limiting such disclosure.

10. Warranty. All Updates provided hereunder are warranted for the remaining warranty period of the original Software Product, if any, as specified in the warranty card which shipped with the original Software Product. All Upgrades are warranted as set forth in the warranty card for such Upgrade. Replacement Products provided under the Services are warranted for the remaining warranty period of the original Product, if any, as specified in the warranty card which shipped with the original Product. Nothing in the Services shall be construed as expanding or adding to the warranty set forth on the warranty card. Extreme will use all reasonable commercial efforts to provide the support requested by You and/or Company under this Agreement in a professional and workmanlike manner. In the event that Extreme fails to meet this warranty, Extreme may reperform the Services, but Extreme cannot guarantee that every question or problem raised by You or the Company will be resolved. EXTREME WARRANTS THE SERVICES ONLY TO YOU AND/OR COMPANY PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. EXCEPT AS SET FORTH ABOVE, EXTREME MAKES, AND YOU AND/OR COMPANY RECEIVE, NO OTHER WARRANTIES OF ANY KIND. EXTREME EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER EXPRESS, IMPLIED (in fact or by operation of law), STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, TERM OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, ABSENCE OF HIDDEN

DEFECTS, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY, TERM OR CONDITION THAT MAY ARISE BY REASON OF USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE.

11. Term and Termination.

11.1 Services Term. The Services start date shall be determined as follows: (a) for the initial purchase of Service, the Service start date shall be the original shipment date of the covered Product from Extreme, and (b) for Service renewals, the Service start date shall be the date on which the prior Service period ended. Company shall be responsible for the Service Fees from such Service start date. The Service end date will be 12 months from the Service start date, unless otherwise specified in writing by Extreme. Unless Company or Extreme provides notice at least sixty (60) days prior to the end of the Support Plan term of its intent not to renew the Support Plan, the Support Plan term will automatically renew for one (1) year subject to payment being received by Extreme for such Support Plan. If Company fails to pay the annual Support Plan fees in accordance with Extreme's invoice, the applicable ExtremeWorks Support Plan will automatically terminate without notice.

11.2 Agreement Term. All Releases provided under the Services are licensed subject to the terms and conditions of the then-current Software license agreement for such Software Product in effect at the time the Release is provided.

11.3 Termination. This Agreement shall be terminated immediately upon the expiration of all prepaid support periods for the Support Plans purchased by You and/or Company. This Agreement may also be terminated by Extreme (i) for its convenience, upon sixty (60) days' prior written notice to the Company; provided, however, that Extreme will continue to provide Services during any prepaid support period so long as this Agreement was not terminated for Your or Company's breach, (ii) immediately upon written notice to Company, if Company breaches or violates any provision of Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("No Removal of Markings"), and 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure"); (iii) immediately upon written notice to Company, if Company fails to perform or otherwise defaults in any of its obligations (other than those covered by Section 11.3(ii) above) under this Agreement and fails to cure such failure or default within thirty (30) days after written notice thereof, or (iv) , immediately upon written notice to the Company, if the Company is insolvent or makes any arrangement with its creditors generally, or has a receiver appointed for all or a substantial part of its business or properties, or an insolvency, bankruptcy or similar proceeding is brought by or against Company and involving Company as debtor, and if brought against Company is not dismissed within sixty (60) days from its institution, or if Company goes into liquidation or otherwise ceases to function as a going concern.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement for whatever reason, You and/or Company shall no longer be entitled to receive Services from Extreme pursuant to this Agreement, all support fees and training fees paid prior to the effective date of termination shall be nonrefundable, and Extreme will no longer have any obligation to provide Services to You and/or Company for the Products pursuant to this Agreement. In addition, Extreme will be entitled to reject all or part of any orders received from Company after notice but prior to the effective date of termination. By thirty (30) days from the effective date of termination, Company will return or destroy all copies of the Confidential Information. At the request of Extreme, the president or the equivalent officer of Company will certify in writing that Company has complied with its obligations hereunder.

11.5 Survival of Terms. The following Sections will survive any expiration or termination of this Agreement for whatever reason: Sections 4.3 (“Restrictions on Copying and Reverse Engineering”), 4.4 (“No Removal of Markings”), 6 (“Support for End of Life”), 7 (“Records and Audit”), 8 (“Return Process”), 9 (“Ownership of Intellectual Property Rights; License; Non-Disclosure”), , 11.4 (“Effect of Termination”), 11.5 (“Survival of Terms”), 12 (“No Consequential Damages”), 13 (“Limitation on Liability”),14 (“Data Protection”).

12. No Consequential Damages. Except in case of bodily injury or death where, and then only to the extent that, applicable law requires such liability, UNDER NO CIRCUMSTANCES WILL EXTREME BE LIABLE FOR (i) ANY LOST PROFITS (even if they arise as a direct or immediate consequence of the event that generated the damages), OR (ii) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS, LOST REVENUE OR LOST SAVINGS, LOSS OF USE, LOSS OR DAMAGE TO DATA OR GOODS OR INTERRUPTION OF BUSINESS, IN EACH CASE HOWEVER CAUSED, AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED HEREIN. IN NO EVENT WILL EXTREME BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

13. Limitation on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT IN CASE OF BODILY INJURY OR DEATH WHERE, AND THEN ONLY TO THE EXTENT THAT, APPLICABLE LAW REQUIRES SUCH LIABILITY, EXTREME’S AGGREGATE LIABILITY FROM OR IN RELATION TO THIS AGREEMENT AND THE SERVICES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL

AMOUNT PAID BY COMPANY TO EXTREME FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE MOST RECENT FULL CALENDAR YEAR PRECEDING COMPANY'S INITIAL NOTICE OF ANY CLAIM OR POTENTIAL CLAIM HEREUNDER. THIS LIMITATION SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

14. Data Protection.

14.1 Subject to Section 14.2, in performing the Services, Extreme will comply with industry standard privacy requirements as may further be defined within the *Extreme Networks Privacy and Cookies Policy* attached as Exhibit 5, and incorporated herein by reference. *Extreme's Privacy and Cookies Policy* is subject to change at Extreme's discretion; however, Extreme policy changes will not result in a material reduction in the level of protection provided for Customer Personal Data provided during the term Your order.

14.2 This Section 14.2 shall apply where Extreme's processing of personal data in connection with this Agreement is subject to Data Protection Law. In the event of a conflict between Section 14.1 and Section 14.2, this Section 14.2 shall apply. You have appointed Extreme to process Personal Data on Your behalf as is necessary to provide the Services and in accordance with such other written instructions as You may issue from time to time. The parties' respective obligations for the processing and control of Customer Personal Data are set out in Annex 1 – Processing of Customer Personal Data, attached as Exhibit 6 , which is incorporated herein by reference.

14.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for the introduction of any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

14.4 You may not provide Extreme access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless explicitly agreed between the parties. If available, You may purchase Services from Extreme designed to address particular data protection requirements applicable to Your business or Your Content.

15 Miscellaneous.

15.1 Notices. Any notices permitted or required under this Agreement will be in writing and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Either party may change its address by giving written notice of such change in the manner provided. Notices to Extreme shall be sent to: Extreme Networks, Inc., 6480 Via del Oro, San Jose, California 95119, Attention: Legal Department, Fax: (408) 579-3000.

15.2 Assignment. This Agreement may not be assigned by Company by operation of law or otherwise without the prior written approval of Extreme. Extreme's rights and obligations, in whole or in part, under this Agreement may be assigned or delegated by Extreme to any affiliated company or subsidiary or in connection with a merger, reorganization, consolidation or sale of all or substantially all of Extreme's assets. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

15.3 Waiver; Severability. The waiver by either party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

15.4 Injunctive Relief. It is expressly agreed that a violation of Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("No Removal of Markings"), or 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure") of this Agreement could cause irreparable harm to Extreme and that a remedy at law could be inadequate. Therefore, in addition to any and all remedies available at law, Extreme will be entitled to seek injunctive relief or other equitable remedies in the event of any threatened or actual violation of any or all of the provisions hereof.

15.5 Controlling Law; Venue. This Agreement shall be governed in all respects exclusively by the laws of the State of California and the United States of America without regard to conflicts of law principles. The United Nations Convention on the International Sale of Goods is hereby expressly excluded from application to this Agreement. All disputes arising under this Agreement shall be brought in Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose, as permitted by law, and Company consents to personal jurisdiction in such courts.

15.6 Timing of Disputes. All disagreements or controversies of any kind whether claimed in tort, contract or otherwise concerning this Agreement shall be brought within one (1) year after the occurrence of the event giving rise to the disagreement or controversy.

15.7 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

15.8 Export. Company acknowledges that it must comply with all applicable laws and regulations of the United States that may restrict the export, re-export, or transshipment of certain commodities and technical information, including the Products, the Services and technical information relating thereto, in any medium. Company will obtain and maintain all approvals and licenses, including export licenses, permits and authorizations, from the appropriate governmental authorities as may be required to enable Company to fulfill its obligations under this Agreement and shall comply with all applicable laws, rules, policies and procedures of the United States government. Company acknowledges that, unless prior written authorization is obtained from the relevant authorities in the United States, it will not export, re-export, or transship, directly or indirectly, any Products, Services or technical information relating thereto, in any medium, that would be in contravention to any applicable laws and regulations of the United States then in effect. Company shall indemnify and hold harmless Extreme for any violation or alleged violation by Company of such laws or regulations. Company's obligations pursuant to this Section shall survive and continue after any termination of rights under this Agreement.

15.9 Force Majeure. Neither party will have the right to claim damages if this Agreement is terminated as a result of the other party's failure or delay in performance due to circumstances beyond its reasonable control (except for obligations relating to fees payable under this Agreement), including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, natural disasters, governmental action or terrorism.

15.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes, and its terms govern, all prior and all contemporaneous proposals, negotiations, commitments, understandings, agreements or other communications between the parties, oral or written, regarding such subject matter, including any prior click through agreements.

Exhibit 5
Privacy and Cookies Policy

This Privacy and Cookies Policy ("Policy") applies to the websites operated by Extreme Networks, Inc. ("we" or "us" or "our"), accessible via our global and regional websites and any mobile applications or other online and/or mobile applications or websites operated by us that are related to us (collectively, the "Website").

This Policy (together with our Terms of Sale and any other documents referred to in this Policy or those documents) sets out how we may or will use any personal information that you provide through our Website. Please read it carefully before you proceed.

By visiting our Website, and/or using the services offered on or through our Website, you acknowledge you have read and understood the terms of this Policy (as amended from time to time).

1. INFORMATION WE MAY COLLECT FROM YOU

1.1 We may collect and process the following data about you:

1.1.1 Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our service, signing up for our newsletter, registering for a seminar or requesting further services. Such information may include, for example, your name, home and/or business address, email address, telephone number, demographic information such as age, and/or other information that may identify you as an individual. We may also ask you for information when you enter a competition or promotion sponsored by us, sign-up for email newsletters, and when you report a problem with our Website. You can choose not to provide us with some of this information, but doing so may affect your ability to use our Website and our services.

1.1.2 If you contact us, we may keep a record of that correspondence.

1.1.3 We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

1.1.4 Subject to your expressed marketing preferences, to send you marketing information about goods and services that may be of interest to you by post, telephone, email or other means. You have the right to "opt in" and "opt out" of certain uses of your personal information for these purposes.

1.1.5 Details of your visits to our Websites and the resources that you access, including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own purposes or otherwise.

1.1.6 Information we may receive about you if you use any of the other websites we operate or the other services we provide. We work closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, and search information providers) and we will notify you when we receive information about you from them and the purposes for which we intend to use that information.

2. HOW WE USE YOUR INFORMATION

2.1 We use information provided by you and/or held about you (including your personal information) in the following ways:

2.1.1 To ensure that content from our Website is presented in the most effective manner for you and for your computer.

2.1.2 For any specific purpose for which it was provided or volunteered.

2.1.3 To perform analysis and research in relation to transactions, including analyzing our users' demographics, interests, browsing and viewing preferences.

The legal basis for these purposes will typically be that the processing is necessary for our legitimate interests, including to ensure our products and services are properly provided, to promote our products and services, and to provide you with information on our products and services.

2.1.4 To carry out our obligations arising from any contracts or transactions entered or contemplated to be entered into between you and us, or to provide you with the Website and any services requested by you.

2.1.5 To notify you about changes to our service.

The legal basis for these purposes will typically be that the processing is necessary to fulfil a contract that we have in place with you.

2.1.6 To develop, market, sell or provide products and services.

2.1.7 To send you information about our or our business partners' products or services. Sometimes, where you have shown interest in a particular product, our business partners may contact you directly.

2.1.8 To send you notices (for example, in the form of e-mails, SMS, mailings, and the like), and otherwise correspond with you, about products, services, companies and events, sponsored by us and others, that we think might interest you, where you have consented to be contacted for such purposes.

The legal basis for these purposes will typically be that we have your consent to our use of your personal information.

3. WHERE WE STORE YOUR INFORMATION

3.1 The data that we collect from you may be transferred to, stored at, or processed from a location outside the jurisdiction in which you reside. This means it may be transferred to countries that do not offer the same level of legal protection as exists in your country of residence. Whenever we transfer your information outside of your country of residence, we will take steps to ensure that adequate safeguards are in place to make sure it is treated securely and in accordance with this Policy. You may contact us for a copy of the safeguards that we have put in place.

4. SERVICE PROVIDERS

4.1 We may use third-party partners, carefully selected by us, to help operate our Website and deliver our products and services, and may share your information with our service providers and other third parties that provide products or services for or through this Website or for our business (such as website or database hosting companies, address list hosting companies, e-mail service providers, research, analytics and customer experience and survey companies, distribution companies and resellers, fulfilment companies, marketing and promotional companies, and other similar service providers that use such information on our behalf).

4.2 We may disclose statistics regarding user behavior to third parties in the form of aggregate data, such as overall patterns or demographic reports that do not describe or identify any individual user.

5. DISCLOSURE OF YOUR INFORMATION

5.1 We may disclose your personal information to any member of the Extreme Networks group, which means Extreme Networks, Inc. and our direct and indirect subsidiaries.

5.2 We may also use your personal information to maintain our internal record keeping and/or share it with our affiliates for internal marketing or other purposes.

5.3 We may disclose your personal information to third parties:

5.3.1 In the event that we sell or buy any business or assets, in which case we may disclose your personal information to the prospective seller or buyer of such business or assets.

5.3.2 If Extreme, or substantially all of our assets, are acquired by a third party, in which case personal information held by us about our customers will be one of the transferred assets.

5.3.3 If we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce or apply our Terms of Sales and other agreements; or to

protect the rights, property, or safety of Extreme, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

5.3.4 We may disclose user information to government authorities, and to other third parties, when compelled to do so by government authorities or otherwise as required or permitted by law, including but not limited to in response to court orders and subpoenas. We also may disclose user information when we have reason to believe that someone is causing injury to or interference with our rights or property, other users of our Website, or anyone else that could be harmed by such activities. Additionally, we cooperate with law enforcement inquiries and other third parties to enforce laws, intellectual property rights, and other rights.

6. RETENTION

6.1 Your personal information will be retained for as long as is reasonably necessary for the purposes listed above or as required by applicable local law. Please contact us for further details of applicable retention periods.

6.2 We may keep an anonymized form of your personal information, which will no longer refer to you, for statistical purposes without time limits, to the extent that we have a legitimate and lawful interest in doing so.

7. IP ADDRESSES AND COOKIES

7.1 We may collect information about your computer, mobile phone, personal electronic device, and all other similar electronic or mobile devices, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not show personal details that identify you.

7.2 For the same reason, we may obtain information about your general internet usage by using a cookie file that is stored on the hard drive of your computer. Cookies are small pieces of information (e.g., cookies, web beacons, pixels, gifs tags or other similar technologies) sent by a web server to a web browser that allow the web server to recognize the web browser. This operates as a piece of data stored on your browser or device, or may identify, compile, aggregate and/or collect information through other means. They help us to improve our Website and to deliver a better and more personalized service. They enable us:

7.2.1 To estimate our audience size and usage pattern.

7.2.2 To store information about your preferences, and so allow us to customize our Website according to your individual interests.

7.2.3 To speed up your searches.

7.2.4 To recognize you when you return to our Website.

7.3 You can control how your browser handles cookies received from our Website. You can choose to refuse all cookies, or to be prompted before a cookie is saved to your hard drive, or to only accept cookies from certain selected websites that you designate. Information on deleting or controlling cookies is available at www.AboutCookies.org. By refusing to accept cookies from us, you may not be able to use some of the features and functionality available on our Website.

8. ADVERTISING AND ONLINE TRACKING

8.1 We may allow third-party companies to serve ads and collect certain information when you visit the Website. These companies may use certain information (e.g. click stream information, web browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about goods and services likely to be of interest to you. These companies typically use a cookie or third-party clear gif/web beacon to collect this information. Our systems do not recognize browser “Do Not Track” signals, but several of our service providers who utilize these cookies or web beacons on our Website enable you to opt out of targeted advertising practices. To learn more about these advertising practices or to opt out of this type of advertising, you can visit www.networkadvertising.org or www.aboutads.info/choices.

9. YOUR RIGHTS

9.1 You may have the right to request access to, and rectification or erasure of, the personal information Extreme holds about you. You may also have the right to object to or restrict certain types of processing of your personal information and can request to receive a machine-readable copy of the personal information you have provided to Extreme.

9.2 Extreme will assess any request to exercise one of these rights on a case by case basis. There may be circumstances in which we are not legally required to comply with your request because of relevant legal exemptions provided for in data protection legislation.

9.3 Please note that by continuing to use our services or the Website, and by providing any personal information to us offline or via the Website or email addresses provided on the Website, you are consenting to our use of your personal information as set out in this Privacy and Cookies Policy. Please do not provide us any personal information if you do not want that information to be used by us in this manner.

10. CHANGES TO THIS POLICY

10.1 This Policy may be amended by us at any time. Please check this page periodically to inform yourself of any changes. It was last amended in May 2018.

11. HOW TO CONTACT US

11.1 If you have any questions, need further information about our privacy practices, or would like to let us know that your details require updating, please contact us at privacyinquiries@extremenetworks.com.

11.2 You may also have the right to complain to a data protection authority if you think we have processed your personal information in a manner that is unlawful or breaches your rights. If you have such concerns, we request that you initially contact us (at the email address provided above) so that we can investigate, and hopefully resolve, your concerns.

LAST UPDATED: MAY 2018

Exhibit 6
Annex 1 – Processing of Customer Personal Data

1. You warrant that You are the data controller in respect of the Personal Data, or that You are authorized by the data controller to issue instructions to Extreme under this Agreement in respect of such data.

2. You shall comply with Your obligations under the Data Protection Law in respect of the Personal Data (including Your provision to, or making it available for collection by, Extreme), and shall ensure that Your instructions to Extreme do not result in processing in breach of the Data Protection Law. The categories of Customer Personal Data to be processed by Extreme and the processing activities to be performed under this Annex are set out in the relevant Service Specifications.

3. Subject at all times to Your obligations under the Agreement, Extreme undertakes to:

   a) only process Customer Personal Data in accordance with Your documented instructions, unless required to do otherwise by applicable law. In which event, Extreme shall inform You of the legal requirement before processing Customer Personal Data other than in accordance with Your instructions, unless that same law prohibits Extreme from doing so on important grounds of public interest;
   b) implement appropriate technical and organizational measures to protect any Customer Personal Data processed by it against unauthorized and unlawful processing and against accidental loss, destruction, disclosure, damage or alteration;
   c) ensure those of Extreme's personnel who are involved in processing the Customer Personal Data are bound by appropriate obligations of confidentiality;
   d) inform the Customer promptly, and in any event within seven (7) days, if Extreme receives (i) a request from a data subject to have access to his/her Customer Personal Data; or (ii) a complaint or request relating to
   Your obligations under the Data Protection Law;
   e) taking into account the nature of the processing and the information available to You, provide You with reasonable assistance in ensuring compliance with Your obligations under the Data Protection Law in relation to security, data breach notification, data protection impact assessments, prior consultation, audits and inspections, where applicable from time to time;
   f) make available to You (or Your third party appointees bound by appropriate obligations of confidentiality) such records as You may reasonably require to demonstrate compliance by Extreme with Your obligations; and
   g) within fourteen (14) days following termination of the Agreement, Extreme shall, at Your direction: (i) return all Customer Personal Data to You; or (ii) destroy all such Customer Personal Data unless prohibited from doing so by any applicable law.

4. Subject to any provisions of the Agreement to the contrary, Extreme shall not appoint any third party to process the Customer Personal Data ("**Subprocessor**") other than: (a) with You prior consent; and (b) by way of a written agreement with the Subprocessor which imposes equivalent obligations in relation to the security of the processing on the Subprocessor as are imposed on Extreme under this Annex. You warrant that You generally consent to Extreme appointing a Subprocessor, provided that Extreme informs You of any intended changes concerning the addition or replacement of other Subprocessors, and gives You an opportunity to object to such changes on reasonable grounds.

5. You hereby consent to the Customer Personal Data being processed anywhere in the world throughout the duration of this Agreement, subject to Extreme's continued compliance with this Section 5. However, to the extent that any Customer Personal Data to which the Data Protection Law of the European Economic Area (EEA) applies is processed outside the EEA, the terms of the transfer shall be governed by the EU Standard Contractual Clauses for the transfer of Customer Personal Data to processors attached as the Schedule to this Agreement, which are hereby incorporated into this Agreement and which shall prevail to the extent of any conflict with this Agreement.

Schedule: Standard Contractual Clauses

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:
……
Address:
……..……
Tel. ……..……fax ……...; e-mail:
……..
Other information needed to identify the organisation
…….
……
……
(the data **exporter**)

And

Name of the data importing organisation:
……
Address:
……
…… Tel. ……; fax ……; e-mail: ……

Other information needed to identify the organisation:
……
……
……
(the data **importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions
For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and
'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ([1]);
(b) 'the data exporter' means the controller who transfers the personal data;
(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
(f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration,

unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection

law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer [(2)]

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the

warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorized access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent; (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any

successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.
The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law
The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely …

Clause 10

Variation of the contract
The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses ([3]). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely …
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

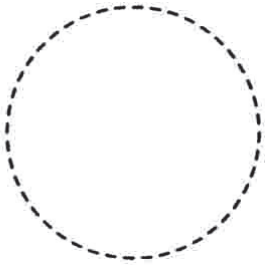
Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal

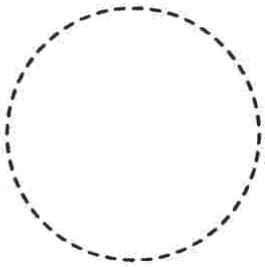
data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:
Name (written out in full): …….....
Position: ……
Address: ……
Other information necessary in order for the contract to be binding (if any):

	Signature …

On behalf of the data importer:
Name (written out in full): ……..
Position: ……
Address: ……..…
Other information necessary in order for the contract to be binding (if any):

	Signature …

([1]) Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

(2) Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard

national security, defense, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognized sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

(3) This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Appendix 1
to the Standard Contractual Clauses

Data exporter
The data exporter is the end customer for whom the data importer is providing the relevant services (whether the end customer acquires the services through a partner or directly from Extreme).

Data importer
The data importer is Extreme Networks, Inc.

Data subjects
The personal data transferred concern the following categories of data subjects:

For ExtremeCloud, see http://bit.ly/2s7zadf
For ExtremeLocation, see http://bit.ly/2x51wLd
For ExtremeWorks, see http://bit.ly/2s7Hn1h
For Managed Services, see http://bit.ly/2IGaUWL

Categories of data
The personal data transferred concern the following categories of data:

For ExtremeCloud, see http://bit.ly/2s7zadf
For ExtremeLocation, see http://bit.ly/2x51wLd
For ExtremeWorks, see http://bit.ly/2s7Hn1h
For Managed Services, see http://bit.ly/2IGaUWL

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):

N/A

Processing operations
The personal data transferred will be subject to the following basic processing activities (please specify):

For ExtremeCloud, see http://bit.ly/2s7zadf
For ExtremeLocation, see http://bit.ly/2x51wLd
For ExtremeWorks, see http://bit.ly/2s7Hn1h
For Managed Services, see http://bit.ly/2IGaUWL

Appendix 2
to the Standard Contractual Clauses

General Controls & Governance

Extreme Networks takes a comprehensive approach to Information Security, including data protection and SDLC. The tone is set from the top with an executive sponsored InfoSec Steering Committee whose responsibilities include policy oversight, incident response review, strategy alignment, and performance management. The governing body has representation from all key business functions.

Access

All access is controlled by a centrally-integrated UAM ecosystem driven by HR. All access is based on a "least privileged" basis down to the role level within applicable applications.

Any access to a system, part of a system, or data is strictly controlled on a "needs only" basis in association with the person's role and responsibilities within the organization. All access control principles are detailed in our Information Security Policies and guidelines. These policies cover prohibited acts, such as copying, reading and access of any data that is not directly connected to the person's role.

All access to systems, as stated previously, is controlled per role. Shared accounts are strictly prohibited. Application logging is used as applicable.

Personnel

Extreme endeavors to ensure that only the best talent is part of the Extreme family. As part of this mandate, we take reasonable steps to ensure that no person is appointed to a position unless that person: a) Is competent and qualified to perform the specific tasks assigned to them;

b) Has been instructed in the requirements relevant to the performance of the obligations of their role, including the handling of personal data; and

c) Has signed a non-disclosure or other confidentiality agreement that applies to not just to Extreme confidential information, but also to confidential information of Extreme's customers and other third parties that we receive in confidence.

Physical Security

All media destruction is governed by Extreme's digital disposal policy. This complements the data retention policy on when and for how long data should be retained within the organization. All core systems within the enterprise are covered by back-up solutions allowing for retrieval of accidentally deleted data.

All locations are badge controlled with access only granted on a needs basis.

Incident Management

Extreme takes seriously any security incident that could impact Extreme assets, whether physical or virtual. In line with regulatory and contractual requirements, we focus in particular on data security and rapid assessment of whether any security incident could impact or has impacted confidential data, including personal data.

All InfoSec team members undergo regular training on the latest tools and technologies.

Data Protection

Extreme policy mandates that all corporate data, including that of our customers and partners, must only be stored on corporate systems that are fully backed up and protected. All network and system events are tracked and monitored as part of our centralized InfoSecOp's management program. Full logging is in place as applicable to facilitate monitoring and investigations.

The environment is protected from common threats using industry standard approaches including, but not limited to:

- Web application firewalls
- Intrusion detection and prevention systems
- Infrastructure vulnerability scanning
- Penetration testing
- Web application vulnerability scanning

Exhibit 7
Service Descriptions

ExtremeWorks® Maintenance Services

Full access to around-the-clock, direct support for any network issue that comes your way.

Your network is the backbone that supports the life of your business, and in the always-on, digitally driven business environment of today, there is no negotiating when it comes to staying connected. The network is now considered not only a required business function, but a generator of ROI. The hardware running in your network, especially within the core is critical to its functionality, and if you experience a failure, your maintenance agreement determines how quickly you'll be back up and running. Break-fix problems cannot be prevented entirely, but when they happen, they do not have to halt business operations. Your business deserves always available support to guarantee you can deliver services at the speed of business around-the-clock.

ExtremeWorks Maintenance Services is a comprehensive break-fix organization that provides full access to support no matter the problem you are experiencing with the hardware you are running; from configuration assistance to failure. If you find that a product you are working with is faulty, your maintenance agreement entitles you to next-business day delivery of your replacement part. ExtremeWorks also ensures that you are able to download and install the latest, most advanced software for your network devices until the end of service life. At Extreme Networks, there are no boundaries for solving customer problems. In the event of the unexpected, we work together effectively with all departments to minimize disruption and maximize productivity.

ExtremeWorks Maintenance Services ensures that your business has full access to network support around-the-clock, no matter what issues arise. Here's what you can expect:

- Award-winning technical assistance available nonstop
- Software updates and upgrades
- Multiple time-based hardware replacement options
- Web support
- Complete ExtremeWorks knowledge base
- Next Business Day (NBD) delivery for faulty product replacement

Why You Need ExtremeWorks Maintenance Services

First Person Resolution

With Extreme Networks, opening up a case won't send you on a multi-tiered hunt for technical answers, and you should never have to repeat the problem you are experiencing. ExtremeWorks provides constant forward movement on network issues. Better than 90% of cases are resolved with the first technical specialist who answers your call, eliminating the frustration of being transferred from representative to representative.

Support Centers Are Close to the Builders of the Products

Most Extreme Networks support centers sit beside the original builders of our products. In many cases, the builders and inventors of Extreme features and functions are within close proximity of the support organization, making it easy to gain an in-depth view of a potential issue with faster resolution.

Proven Method for Skills-based Routing

Extreme customer satisfaction is consistently measured between 92-95% globally, largely due to our proven method for skills-based routing. When you call support, we are going to connect you with an engineer who has expertise with the technology you are experiencing an issue in and can solve your problem fast.

Full Visibility into Cases, Constant Contact with Key Stakeholders

When it comes to support, we believe in total transparency. When you open a case, support receives that case in their queue as does your account representative. All key stakeholders you are in contact with are aware of your obstacles, keeping open communication across teams. Further, the minute you're connected with a support specialist, at their fingertips, they have the ability to review all of your open cases, giving them a holistic perspective of issues you may be experiencing.

Choose ExtremeWorks Maintenance Services to stay on top of your network and ensure problem resolution is achieved as quickly as possible. When you choose Extreme, you choose partnership, built on 100% in-sourced support engineering expertise to solve your most pressing networking challenges. If the unexpected strikes, a cross-functional Extreme Networks team will be there. Protect the core of your network with ExtremeWorks Maintenance Services.

ExtremeWorks® AHR Service

1.0 Service Overview

Extreme Networks Advanced Hardware Replacement Services offerings provide technical support, update and/ or upgrade support, and advanced parts replacement for Covered Products (as defined herein) according to particular levels of purchase. Upon diagnosis of a reported failure, service offerings cover the replacement part arrival within the response time specified for the service level purchased, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks Advanced Hardware Replacement Services are available with the following response times depending upon the offering purchased

Service Order Code	Service Levels	FRU Response Time*
97004	ExtremeWorks NBD Advanced Hardware Replacement	Next Business Day
97007	ExtremeWorks 4 Hour Advanced Hardware Replacement	24x7 - 4 Hours

*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after the GTAC validates the customer's request for a replacement FRU and assigns an RMA number.

3.0 Availability

ExtremeWorks Advanced Hardware Replacement Services, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for addition information on availability and restrictions by geography.

4.0 Deliverables

Each ExtremeWorks Advanced Hardware Replacement Service offer includes the following:

- GTAC Technical Support – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- Escalation Management – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- Advanced Shipment – Extreme Networks provides for the advanced shipment of FRUs to the customer's contracted sites within the contract response time on Covered Products. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Extreme Networks will pick, pack and dispatch the replacement FRU using a commercial delivery service to make the delivery to the customer's contracted site. The replacement FRU will be delivered within the contracted response time, subject to the regional restrictions, response times, and diagnostic requirements identified in Appendix A.
- Operational Software Updates and Upgrades – Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product"). Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/ maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Advanced Hardware Replacement Services. Subscription and support for Application Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

- Access to Extreme Networks' Customer Support Website – which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Shipping an replacement FRU on an advance exchange basis to the customer's location per the applicable availability and restrictions in Appendix A.

- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then

Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life Policy.

6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Returning the defective FRU to an authorized Extreme Networks repair facility. In the event that you fail to return the defective FRU within ten (10) business days of receipt of the replacement FRU, Extreme Networks reserves the right to invoice you for such product or product component based on the current list price. Failure to return defective parts in a timely manner may result in the suspension of future advance hardware replacement service delivery from Extreme Networks.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Advance Hardware Replacement Service:

- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks

Services Partner to learn whether your location is included.

- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- FRU delivery is subject to the hours of coverage and response times as identified in Appendix A.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product
- End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are as posted here. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Advance Hardware Replacement Services entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to charge for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.

Extreme Networks shall only be obligated to support the then-current revision of the Products and the

immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.

- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to replace FRUs as soon as practical after receipt of a request from the customer.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or end user configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.
- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policy.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise outof-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/ performance metrics.

Appendix A ExtremeWorks Advance Hardware

Replacement Services Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU arrives at the customer's designated location within the specified time period based upon the system's Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery of services. Delivery targets for RMA's including but not limited to oversized/heavy weight items may fall outside the posted SLA. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected delivery response, is defined below.

Next Business Day

Where Next Business Day Advanced Hardware Replacement Services is available, Extreme Networks must process the RMA relating to the defective product per the Advanced Exchange RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday, in order to deliver the replacement product to your site, by the end of day of the Next Business Day. Otherwise Second Business Day delivery will be provided for RMA's approved after the time indicated. Next Business Day delivery is generally available in these geographical locations:

- North America: United State and Canada
- EMEA: Most European Union Countries, Switzerland and South Africa
- LATAM: Argentina, Brazil, Columbia, Mexico
- APJC: Australia, China, India, Japan, Philippines

NOTE: Please check the Extreme Networks Service Availability Matrix for locations that may be excluded.

Where Next Business Day delivery of the part is not available, Advanced Hardware Replacement will ship on the same business day provided Extreme Networks processed the RMA relating to the defective product per the Advanced Exchange RMA Times section of the Extreme Networks Service Availability Matrix, Monday

through Friday in order to ship the replacement product to your site, otherwise Next Business Day shipment will be provided for RMA's processed after the time indicated. Estimated delivery times to country are available via the Extreme Networks Service Availability Matrix.

4 Hour

4 Hour Advanced Hardware Replacement Service is only available to you within one hundred (100) miles (160 kilometers) of an Extreme Networks parts depot. All 4 Hour support contracts require customer site location pre approval from Extreme Networks before Extreme Networks will accept a purchase order for the applicable 4 Hour support plan.

Email 4houravailability@extremenetworks.com for confirmation of service delivery availability.

Extreme Networks provides parts at customer's designated location provided that Extreme Networks has validated a Hardware failure and a Return Material Authorization (RMA) number has been assigned. Four-Hour Advanced Hardware Replacement response is available twenty-four (24) hours per day, seven (7) days per week, including Extreme Networks observed holidays.

Please work with your regional service sales manager to determine coverage.

Appendix B Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Case Priority	Response Time	Restore time (Software fix or workaround)	Update Frequency

C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 hour	1 day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 hours	10 days	5 days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgment	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme. Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 – Critical	C2 – High Priority	C3 – Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 days
Director, Global Technical Services	Immediate	48 hours	10 days
Vice President, Global Technical Services	2 hours	72 hours	20 days
Executive Management (CTO/EVP Eng)	4 hours	None	None

ExtremeWorks® Return and Replace Service

1.0 Service Overview

Extreme Networks Return and Replace Service offering provides technical support, update and/or upgrade support, and return-to- factory parts replacement for Covered Products (as defined herein). Upon diagnosis of a reported failure, the service offering covers the replacement part within the response time specified, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks Return and Replace Service is available with the following response times:

Service Order Code	Service Levels	Response Time*
97001	ExtremeWorks Parts Return and Replace	10 business day from receipt

* Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after receipt of defective unit by Extreme Networks.

3.0 Availability

ExtremeWorks Return and Replace Service, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for addition information on availability and restrictions by geography.

4.0 Deliverables

ExtremeWorks Return and Replace Service offering includes the following:

- GTAC Technical Support –24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- Escalation Management – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- Return and Replace Service – provides customers the opportunity to return their defective part to Extreme Networks. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Within ten (10) business days of receipt of such defective product, Extreme Networks will ship a like or equivalent part back to the customer.

- Operational Software Updates and Upgrades – Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

  Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

  NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Return and Replace Service. Subscription and support for Application ExtremeWorks Return and Replace Service - SDD 2 Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then

Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life Policy.

Shipping a repaired or replacement FRU (feature, function and fit compatible) within 10 business days of receipt of the defective FRU at an Extreme Networks facility if the purchased service is Return and Replace. Return shipment of repaired or replaced FRU to the customer's designated location will be included with this SDD.

6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Requesting technical assistance from Extreme Networks in diagnosing a fault prior to requesting parts replacement.
- Using all reasonable efforts to maintain Operational Software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Return and Replace service:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/ licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks Services Partner to learn whether your location is included.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.

- Parts Repair and FRU delivery is subject to the hours of coverage and response times as identified in Appendix A.
- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are in included as Exhibit 4as posted here. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Return and Replace Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.
- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases

this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to replace FRUs as soon as practical after receipt of a defective product from the customer.

- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or enduser configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity. This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policies.

  New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.

- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

Appendix A Return and Replace Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU arrives at the customer's designated location within the specified time period based upon the system's Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected delivery response, defined herein is available on Extreme Networks website.

For Products covered with Return and Replace level of service, the customer pays for the return freight of the product to Extreme Networks, including any applicable taxes, duties and custom fees. Extreme Networks pays the freight of the unit shipped to the customer, excluding any applicable taxes, duties and custom fees.

Appendix B Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Service Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 Minutes	4 Hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 Hour	1 Day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 Hours	10 Days	5 Days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgement	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 Days
Director, Global Technical Services	Immediate	48 Hours	10 Days
Vice President, Global Technical Services	2 Hours	72 Hours	20 Days
Executive Management (CTO/EVP Eng)	4 Hours	None	None

ExtremeWorks OnSite Service

1.0 Service Overview

Extreme Networks On-site Services offerings provide technical support, update and/or upgrade support, and advanced parts replacement with on-site labor for Covered Products (as defined herein) according to particular levels of purchase. Upon diagnosis of a reported failure, services offerings cover the replacement part and an on-site field technician arrival within the response time specified for the service level purchased, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks On-site Services are available with the following response times depending upon offering purchased:*

Service Order Code	Service Levels	Response Time
97011	ExtremeWorks Onsite Next Business Day	Next Business Day
97008	ExtremeWorks Onsite – 24x7 – 4 Hours	24x7 - 4 Hours

*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after the GTAC validates the customer's request for a replacement FRU and assign an RMA number.

3.0 Availability

ExtremeWorks On-site Services, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for addition information on availability and restrictions by geography.

4.0 Deliverables

Each ExtremeWorks On-site Services offering includes the following:

- GTAC Technical Support – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- Escalation Management – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- Advanced Shipment – Extreme Networks provides for the advanced shipment of FRUs to the customer's contracted sites within the contract response time on Covered Products. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Extreme Networks will pick, pack and dispatch the replacement FRU using a commercial delivery service to make the delivery to the customer's contracted site. The replacement FRU will be delivered within the contracted response time, subject

to the regional restrictions, response times, and diagnostic requirements identified in Appendix A.

- On-Site FRU Replacement – After a request for a replacement FRU is validated by GTAC, Extreme Networks assigns a field technician, who will be scheduled for arrival within the contracted response time, depending on the distance to the customer's site (see Appendix A) for details on Covered Products. The Extreme Networks field technician will replace the defective FRU and install the replacement FRU. See Appendix for response times and diagnostic requirements.
- Operational Software Updates and Upgrades – Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product"). Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

Note: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks On-site Services. Subscription and support for Application Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

- Access to Extreme Networks' Customer Support Web site —which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Dispatching a field technician and an equivalent FRU(feature, function and fit compatible) to arrive at the customer's site, subject to conditions outlined in Appendix A, following assignment of the RMA numbers.
- Coordinating the arrival of the Extreme Networks field technician and the FRU at the customer's site.
- Extreme Networks will measure and categorize the case priority level of Operational Software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.

- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then

Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy.

6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that access (point of entry, security access) is arranged to both the site and equipment for receiving the replacement FRU and to enable the field technician to carry out the hardware replacement, and if necessary making personnel available to accompany the field technician on site. (For locations requiring special access, such as government facilities or financial institutions, the customer needs to provide written documentation needed to obtain access.) On completion of FRU replacement, the field technician will leave the site except as otherwise approved by Extreme Networks.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Returning the defective FRU to an authorized Extreme Networks repair facility. In the event that you fail to return the defective FRU within ten (10) business days of receipt of the replacement FRU, Extreme Networks reserves the right to invoice you for such product or product component based on the current list price. Failure to return defective parts in a timely manner may result in the suspension of future advance hardware replacement service delivery from Extreme Networks.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks On-site Services:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/ licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- On-Site and FRU delivery are subject to the hours of coverage and response times as identified in the Appendix.

- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks Services Partner to learn whether your location is included.
- Extreme Networks will use commercially reasonable efforts to dispatch a field technician to arrive at the customer's designated location to perform the on-site replacement.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all non-conformance of the Operational Software can be corrected.
- On-site replacement means the replacement of an identified Extreme Networks-supplied defective FRU by a field technician using a like-for-like equivalent FRU (feature, fit, and function compatible) at the designated customer site within the response time set out in the Appendix. The failed FRU becomes the property of Extreme Networks on an exchange basis.
- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks-supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are included in Exhibit 4. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks On-site Services entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to charge for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.
- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to provide services as soon as practical after receipt of a request from the customer.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or end-user configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.
- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policy.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/ performance metrics.

Appendix A:

ExtremeWorks Onsite Services Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU and field technician arrive at the customer's designated location within the specified time period based upon the system's Onsite Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery of services. Delivery targets for RMA's including but not limited to oversized/heavy weight items may fall outside the posted SLA. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected onsite response, defined herein is available here.

All Onsite Service offerings require customer site location pre-approval from Extreme Networks before Extreme Networks will accept a purchase order for the applicable Onsite, support plan.
Email: 4houravailability@extremenetworks.com for confirmation of service delivery availability.

Next Business Day Onsite

Where Next Business Day Onsite Services are available, Extreme Networks must approve the RMA relating to the defective product by 2 p.m. in the time zone where your nearest Extreme Networks GTAC is located Monday through Friday in order to send a field engineer and the replacement product to your site, by the end of day, the Next Business Day, otherwise Second Business Day service will be provided for RMA's approved after 2p.m.

Next Business Day Onsite is generally available in these geographical locations:

Note: Please check the Extreme Networks Service Availability Matrix for locations that may be excluded.

- North America: United State and Canada
- EMEA: Most European Union Countries, Switzerland and South Africa
- LATAM: Argentina, Brazil, Columbia, Mexico
- APJC: Australia, China, India, Japan, Philippines

4 Hour Onsite

4 Hour Onsite is only available to you within one hundred (100) miles (160 kilometers) of an Extreme Networks service parts depot.

Extreme Networks provides parts and a field technician at customer's designated location provided that Extreme Networks has validated a Hardware failure and a Return Material Authorization (RMA) number has been assigned. Four-Hour Onsite response is available twenty-four (24) hours per day, seven (7) days per week, including Extreme Networks observed holidays.

Please work with your regional service sales manager to determine coverage.

Appendix B Case Severity and

Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Service Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 hour	1 day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 hours	10 days	5 days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgment	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme. Networks home page.

Support Life Cycle Communication Matrix

Notification Level	# APs	Model Numbers	Model Number
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 days
Director, Global Technical Services	Immediate	48 hours	10 days
Vice President, Global Technical Services	2 hours	72 hours	20 days
Executive Management (CTO/EVP Eng)	4 hours	None	None

ExtremeWorks Software Subscription

1.0 Service Overview

Extreme Networks Software Subscription Service offering provides technical support and update and/or upgrade support, for Covered Products (as defined herein).

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks Application Software.

2.0 Service Levels

ExtremeWorks Software Subscription support has the following Services Order Code:

# Managed Devices	Service Levels
97003	Software Subscripti

*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU.

3.0 Availability

ExtremeWorks Software Subscription Service, contracted for a defined period, is available globally, subject to the conditions herein.

4.0 Deliverables

ExtremeWorks Software Subscription service offering includes the following:

- GTAC Technical Support – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks Application Software to conform to published documentation on Covered Products.
- Escalation Management – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix A for additional detail.
- Application Software Updates and Software Upgrades – Customer is entitled to receive any Application Software or software upgrades that Extreme Networks may develop and generally release on Covered Products.

Application Software is defined as software that is not required to operate a network device, such as management software. It is not an enhancement to the Operational Software and may reside on another network device.

Application Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Application Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Operational Software products, including subscription to include entitlement to

major and minor releases of the Operational Software products, if available, are not included with the ExtremeWorks Software Subscription services. Subscription and support for Operational Software must be ordered separately via ExtremeWorks services offerings as further published for availability in accordance with Extreme Networks' then-current Price List. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device.

- Access to Extreme Networks' Customer Support Website – which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Extreme Networks will measure and categorize the case priority level of Application Software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix A. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Application Software version, then Extreme Networks will provide any Application Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Application Software that is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy.

6.0 Customer Responsibilities

The Customer is responsible for:

- Ensuring that all covered Application Software is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that software from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer and provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain Application Software products major releases installed at sites at the most current release level.
- Using the versions of Application Software currently supported by Extreme Networks. If the Application Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Operational Software must be purchased separately as defined in Extreme's then-current Price List, if available.

- Using the versions of Application Software currently supported by Extreme Networks. If the Application Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Software Subscription:

- Acknowledging that the customer's right to use the Application Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/ licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If there is no available Application Software fix, Extreme Networks will use reasonable commercial efforts to remedy such non-conformance, which may include a workaround or other temporary or permanent fix to the Application Software, provided that the reported problem can be verified and/or recreated by Extreme Networks on the then current software version.

If the customer's software is a version that is not currently supported, and the non- conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Application Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all non-conformance of the Application Software can be corrected.

- Application Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks-supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Application Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Application Software upgrades shall be subject to the terms and conditions of said software.
- Application Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the covered product that is registered. Use of Application Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are as posted here. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit

packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Software Subscription Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.
- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in the Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Labor charges for reinstalling the customer's system software (operational or application) or end-user configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.

  New releases and upgrades for Operational Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.

- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- The customer acknowledges that any hardware upgrades, improvements or changes required to install or use a Application Software product major release or update or any part thereof are charged separately from and are in addition to the charges of the current contract.
- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service does not include the repair or replacement of defective hardware. If Extreme Networks determines that defective Extreme Networks hardware causes a reported problem, then Extreme Networks will advise customer thereof. If the customer desires to remedy such defect, Extreme Networks and the customer will agree upon service at the Extreme Networks then published per-incident rates, and subsequently Extreme Networks will recommend an appropriate

annual hardware contract to the customer for consideration.

- This service offering and any subsequent service renewal is subject to the terms and conditions of the applicable Extreme Networks Product End of Life and Support Plan End of Life policy.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/ performance metrics.

Appendix A Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Service Level Objectives – Matrix

Case Priority	Response Time	Restore time (Software fix or workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 hour	1 day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 hours	10 days	5 days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgment	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme. Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 – Critical	C2 – High Priority	C3 – Medium Priority

Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 days
Director, Global Technical Services	Immediate	48 hours	10 days
Vice President, Global Technical Services	2 hours	72 hours	20 days
Executive Management (CTO/EVP Eng)	4 hours	None	None

ExtremeWorks Software and Global Technical Assistance Center (GTAC) Service

1.0 Service Overview

Extreme Networks Software and GTAC Service offering provides technical support and update and/or upgrade support, for Covered Products (as defined herein).

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks Software and GTAC Support has the following Services Order Code:

Service Order Code	Service Levels
97000	Software and GTAC

3.0 Availability

ExtremeWorks Software and GTAC Service, contracted for a defined period, is available globally, subject to the conditions herein.

4.0 Deliverables

ExtremeWorks Software and GTAC service offering includes the following:

- GTAC Technical Support – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- Escalation Management – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. See Appendix A for additional detail.
- Operational Software Updates and Upgrades – Customer is entitled to receive any Operational Software or Operational Software upgrades that

Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Software and GTAC Service. Subscription and support for Application Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme

Networks' then-current Price List (currently categorized as order code 97003).

- Access to Extreme Networks' Customer Support Website - which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix A. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy.
-

6.0 Customer Responsibilities

The Customer is responsible for:

- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer and provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain Operational Software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks

Software and GTAC Support:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/ licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software,

remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.

- If there is no available Operational Software fix, Extreme Networks will use reasonable commercial efforts to remedy such non-conformance, which may include a workaround or other temporary or permanent fix to the Operational Software, provided that the reported problem can be verified and/or recreated by Extreme Networks on the then current software version.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.
- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are included in Exhibit 4. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Software and GTAC Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, fire, flood, water, wind, lightening or other acts of God, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas and consumable items.
- Extreme Networks shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered

under the Services may be obtained at then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.

- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in the Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or enduser configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- The customer acknowledges that any hardware upgrades, improvements or changes required to install or use an Operational Software product major release or update or any part thereof are charged separately from and are in addition to the charges of the current contract.
- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service does not include the repair or replacement of defective hardware. If Extreme Networks determines that defective Extreme Networks hardware causes a reported problem, then Extreme Networks will advise customer thereof. If the customer desires to remedy such defect, Extreme Networks and the customer will agree upon service at the Extreme Networks then published per-incident rates, and subsequently Extreme Networks will recommend an appropriate annual hardware contract to the customer for consideration.
- This service offering and any subsequent service renewal is subject to the terms and conditions of the applicable Extreme Networks Product End of Life and Support Plan End of Life policy.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

Appendix A Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the

Support Level Objectives Matrix

case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 Minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 Hour	1 Day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 Hours	10 Days	5 Days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgement	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures exhcan be found at the Services tab from the Extreme Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 Days
Director, Global Technical Services	Immediate	48 Hours	10 Days
Vice President, Global Technical Services	2 Hours	72 Hours	20 Days
Executive Management (CTO/EVP Eng)	4 Hours	None	None

Exhibit 8

Product Warranty Table

Part Number	Class	Model	Product Description	Warranty	End-of-Support
10033	Summit	Pwr Cord10ACEE 7/7C13	Pwr Cord10ACEE 7/7IEC320C13	No Warranty	
10034	Summit	Pwr Cord10ABS1363C13	Pwr Cord10ABS1363IEC320C13	No Warranty	
10035	Summit	Pwr Cord10ABS546C13	Pwr Cord10ABS546IEC320C13	No Warranty	
10036	Summit	Pwr Cord10AAS3112C13	Pwr Cord10AAS3112IEC320C13	No Warranty	
10037	Summit	Pwr Cord10ASEC1011C13	Pwr Cord10ASEC1011IEC320C13	No Warranty	
10038	Summit	Pwr Cord10ACEI 2316/VIIC13	Pwr Cord10ACEI 2316/VIIIEC320C13	No Warranty	
10039	Summit	Pwr Cord10AGB1002 YP03C13	Pwr Cord10AGB1002 YP03IEC320C13	1 Year Warranty	
10041	BD 8K	Pwr Cord10ANEMA 515PC13RA	Pwr Cord10ANEMA 515PIEC320C13Right Angle	1 Year Warranty	
10042	BD 8K	Pwr Cord12AJISC8303C13RA	Pwr Cord12AJISC8303IEC320C13RA	1 Year Warranty	
10043	BD 8K	Pwr Cord10ACEE 7/7C13RA	Pwr Cord10ACEE 7/7IEC320C13Right Angle	No Warranty	
10044	BD 8K	Pwr Cord10ABS1363C13RA	Pwr Cord10ABS1363IEC320C13Right Angle	No Warranty	
10045	BD 8K	Pwr Cord10ABS546C13RA	Pwr Cord10ABS546IEC320C13Right Angle	No Warranty	
10046	BD 8K	Pwr Cord10AAS3112C13RA	Pwr Cord10AAS3112IEC320C13Right Angle	No Warranty	

10047	BD 8K	Pwr Cord10ASEC1011C13RA	Pwr Cord10ASEC1011IEC320 C13Right Angle	No Warranty	
10048	BD 8K	Pwr Cord10ACEI 2316/VIIRA	Pwr Cord10ACEI 2316/VIIIEC320C13Right Angle	No Warranty	
10049	BD 8K	Pwr Cord10AGB1002 YP03C13RA	Pwr Cord10AGB1002 YP03IEC320C13RA	1 Year Warranty	
10058	Optics	100BASEBXD BiDi SFP	100BASEBXD Bidirecttion Downstream SFP module SMF 10km link LCconnector for Fast Ethernet SFP Port	1 Year Warranty	
10059	Optics	100BASEBXU BiDi SFP	100BASEBXU Bidirecttion Downstream SFP module SMF 10km link LCconnector for Fast Ethernet SFP Port	1 Year Warranty	
10060	Optics	100FX/1000LX miniGBIC	MiniGBIC SFP dualspeed 100 LX / 1000 LX LC connector	1 Year Warranty	
10061	Summit	Pwr Cord10ANEMA 515PC13	Pwr Cord10ANEMA 515PIEC320C13	1 Year Warranty	
10062	Summit	Pwr Cord12AJISC8303C13	Pwr Cord12AJISC8303IEC32 0C13	1 Year Warranty	
10063	Optics	100FX miniGBIC Module	MiniGBIC SFP 100FX MMF LC connector	1 Year Warranty	
10065	Optics	10/100/1000BASET SFP	10/100/1000BASET SFP module CAT5 cable 100m link RJ45connector for Giga Bit Ethernet SFP Port.	1 Year Warranty	
10066	Optics	100BASELX10 SFP	100BASELX10 SFP module SMF 10km link LCconnector for Fast Ethernet SFP Port.	1 Year Warranty	
10067	Optics	100BASEFX SFP	100BASEFX SFP module MMF 2km link LCconnector for Fast Ethernet SFP Port. Itemp	1 Year Warranty	
10088	BD 8K	Pwr Cord10ANEMA L615PC13RA	Power Cord10ANEMA L615PIEC320C13Right Angle	1 Year Warranty	

10089	Summit	PWR CORD10AAUSAS3112C15	Power Cord 10A AUSTRALIA AS3112 IEC320C15	No Warranty	
10090	Summit	PWR CORD10ACHINA GB1002	Power Cord 10A CHINA GB1002	No Warranty	
10092	Summit	PWR CORD10ASASABS164/1C15	Power Cord 10A SOUTH AFRICA SABS 164/1 IEC320C15	No Warranty	
10093	Summit	PWR CORD10ADENMARKSRAFC15	Power Cord 10A DENMARKSRAF IEC320C15	No Warranty	
10094	Summit	PWR CORD10AEUROPECEE7C15	Power Cord 10A EUROPE CEE7 IEC320C15	No Warranty	
10095	Summit	PWR CORD12ABRNBR14136C15	Power Cord 12A BRAZIL NBR14136 IEC320C15	No Warranty	
10096	Summit	PWR CORD10AUKBS1363C15	Power Cord 10A UK BS 1363 IEC320C15	No Warranty	
10097	Summit	PWR CORD10ASWISSSEV1011C15	Power Cord 10A SWISS SEV1011 IEC320C15	No Warranty	
10098	Summit	PWR CORD12AJAPANJIS8303C15	Power Cord 12A JAPAN JIS 8303 IEC320C15	No Warranty	
10099	Summit	PWR CORD15AUSANEMA515C15	Power Cord 15A USA NEMA 515 IEC320C15	No Warranty	
10100	Summit	PWR CORD15A ROW/USA C14C15	Power Cord 15A ROW/USA Jumper IEC320C14 IEC320C15	No Warranty	
10121	Optics	SR XFP Module	10GBASESR XFP LC Connector	1 Year Warranty	
10122	Optics	LR XFP Module	10GBASELR XFP LC Connector	1 Year Warranty	
10124	Optics	ER XFP Module	10GBaseER XFP 40km reach LC connector	1 Year Warranty	
10125	Optics	ZR XFP module	10 Gigabit Ethernet XFP module 1550nm SMF 80km LC connector	1 Year Warranty	
10200	Optics	Tunable DWDM XFP	10 Gigabit Ethernet XFP Tunable DWDM module Cband SMF 80km LC connector	1 Year Warranty	

10202	Optics	1m QSFP+ to 4xSFP+ fanout26 AWG	QSFP+ to 4 x SFP+ fanout copper cable 26 AWG 1m length.	1 Year Warranty	
10203	Optics	2m QSFP+ to 4xSFP+ fanout26 AWG	QSFP+ to 4 x SFP+ fanout copper cable 26 AWG 2m length.	1 Year Warranty	
10301	Optics	SR SFP+ module	10 Gigabit Ethernet SFP+ module 850nm MMF 26300m link LC connector	1 Year Warranty	
10302	Optics	LR SFP+ module	10 Gigabit Ethernet SFP+ module 1310nm SMF 10km link LC connector	1 Year Warranty	
10303	Optics	LRM SFP+ module	LRM SFP+ Module0 Gigabit Ethernet SFP+ module 1310nm MMF 220m link LC connector	1 Year Warranty	
10304	Optics	1m SFP+ Cable	10 Gigabit Ethernet SFP+ passive cable assembly 1m length.	1 Year Warranty	
10305	Optics	3m SFP+ Cable	10 Gigabit Ethernet SFP+ passive cable assembly 3m length.	1 Year Warranty	
10306	Optics	5m SFP+ Cable	10 Gigabit Ethernet SFP+ passive cable assembly 5m length.	1 Year Warranty	
10307	Optics	10m SFP+ Cable	10 Gigabit Ethernet SFP+ passive cable assembly 10m length.	1 Year Warranty	
10309	Optics	ER SFP+ module	10 Gigabit Ethernet SFP+ module 1550nm SMF 40km link LC connector	1 Year Warranty	
10310	Optics	ZR SFP+ module	10 Gigabit Ethernet SFP+ module 1550nm SMF 80km LC connector	1 Year Warranty	
10311	Summit	0.5m QSFP+ Passive Copper Cable	40 Gigabit Ethernet QSFP+ passive copper cable assembly 0.5m length.	1 Year Warranty	
10312	Summit	1m QSFP+ Passive Copper Cable	40 Gigabit Ethernet QSFP+ passive copper cable assembly 1m length.	1 Year Warranty	
10313	Summit	3m QSFP+ Passive Copper Cable	40 Gigabit Ethernet QSFP+ passive copper cable assembly 3m length.	1 Year Warranty	

10315	Summit	10m QSFP+ Active Optical Cable	40 Gigabit Ethernet QSFP+ active optical cable assembly 10m length.	1 Year Warranty	
10316	Summit	20m QSFP+ Active Optical Cable	40 Gigabit Ethernet QSFP+ active optical cable assembly 20m length.	1 Year Warranty	
10318	Summit	100m QSFP+ Active Optical Cable	40 Gigabit Ethernet QSFP+ active optical cable assembly 100m length.	1 Year Warranty	
10319	Optics	QSFP+ SR4 Module	40 Gigabit Ethernet QSFP+ SR4 optical module MPO connector 100m link length.	1 Year Warranty	
10320	Optics	QSFP+ 40GBASELR4	40 Gigabit Ethernet QSFP+ LR4 optical module LC connectors 10km SMF link length	1 Year Warranty	
10321	Summit	QSFP+ 4xSFP+ fanout cbl 3m	QSFP+ to 4 x SFP+ fanout copper cable 3m	1 Year Warranty	
10322	Summit	QSFP+ 4xSFP+ fanout cbl 5m	QSFP+ to 4 x SFP+ fanout copper cable 5m	1 Year Warranty	
10323	Summit	5m QSFP+ Passive Copper Cable	40 Gigabit Ethernet QSFP+ passive copper cable assembly 5m length.	1 Year Warranty	
10325	Optics	Tunable DWDM SFP+	10 Gigabit Ethernet SFP+ Tunable DWDM module SMF 80km LC connector	1 Year Warranty	
10326	Optics	QSFP+ PSM Optical Module	QSFP+ (4X10GBASE) breakout optical module MPO connector 10km SMF link length	1 Year Warranty	
10327	Optics	MPO to 4xLC breakout patch cable SM 10m	MPO to 4 x LC breakout patch cable SingleMode 10m	1 Year Warranty	
10328	Summit	3rd Party Optics Lic X480/X460	ExtremeXOS 3rd Party Optics (40ExtremeXOS 3rd Party Optics (40G and 100G) FeaturePack for X460G2 X480	No Warranty	
10329	Optics	40Gb BiDi MMF QSFP+	40Gb Bidirectional MMF 100m OM3 QSFP+ LC	1 Year Warranty	
10330	Optics	CFP2 100GBASELR4 module	100 Gigabit EthernetLR4 CPF2 optical module LC	1 Year Warranty	

			connector 10km SMF link length		
10331	Optics	CFP2 100GBASESR10 module	100 Gigabit EthernetSR10 CPF2 optical module MPO connector 100m link length	1 Year Warranty	
10332	Optics	MPO4xLC patch cable OM4 5m	MPO to 4xLC breakout patch cable OM4 MMF 5m	1 Year Warranty	
10334	Optics	40Gb LM4 QSFP+	40Gb LM4 140m OM3 MMF 1Km SMF QSFP+ LC	1 Year Warranty	
10335	Optics	40Gb ER4 QSFP+	40Gb ER4 40Km SMF QSFP+ LC	1 Year Warranty	
10336	Optics	3m QSFP+ Active Optical Cable	40 Gigabit Ethernet QSFP+ active optical cable assembly 3m length	1 Year Warranty	
10337	Optics	5m QSFP+ Active Optical Cable	40 Gigabit Ethernet QSFP+ active optical cable assembly 5m length	1 Year Warranty	
10338	Optics	10Gb SFP+ 10GBASET	10Gb SFP+ 10GBASET RJ45 30m with Cat6a	1 Year Warranty	
10345	Optics	MPO patch cable OM3 3m	MPO to MPO Patch cable 12 fiber pinless MPO/MTP connectors OM3 MMF Type B 3m	1 Year Warranty	
10346	Optics	MPO patch cable OM3 100m	MPO to MPO Patch cable 12 fiber pinless MPO/MTP connectors OM3 MMF Type B 100m	1 Year Warranty	
10401	Optics	100Gb QSFP28 SR4 MMF	100Gb 100GBASESR4 70m OM3 / 100m OM4 MMF QSFP28 MPO	1 Year Warranty	
10403	Optics	100Gb QSFP28 LR4 10km	100Gb 100GBASELR4 10km SMF QSFP28 LC	1 Year Warranty	
10404	Optics	100Gb QSFP28 CWDM4	100Gb CWDM4 2km SMF QSFP28 LC	1 Year Warranty	
10405	Optics	100Gb QSFP28 PSM4	100Gb PSM4 2km SMF QSFP28 MPO	1 Year Warranty	
10406	Optics	100Gb SWDM4 MMF	100Gb QSFP28 SWDM4 75m OM3 / 100m OM4 MMF LC	1 Year Warranty	
10410	Optics	100Gb DAC QSFP28QSFP28 0.5m	100Gb QSFP28QSFP28 Direct attach passive copper cable 0.5m	1 Year Warranty	

10411	Optics	100Gb DAC QSFP28QSFP28 1m	100Gb QSFP28QSFP28 Direct attach passive copper cable 1m	1 Year Warranty	
10413	Optics	100Gb DAC QSFP28QSFP28 3m	100Gb QSFP28QSFP28 Direct attach passive copper cable 3m	1 Year Warranty	
10414	Optics	100Gb DAC QSFP28QSFP28 5m	100Gb QSFP28QSFP28 Direct attach passive copper cable 5m	1 Year Warranty	
10421	Optics	100Gb DAC QSFP284xSFP28 1m	100Gb QSFP284 x SFP28 (4x25Gb) Direct attach passive copper breakout 1m	1 Year Warranty	
10423	Optics	100Gb DAC QSFP284xSFP28 3m	100Gb QSFP284 x SFP28 (4x25Gb) Direct attach passive copper breakout 3m	1 Year Warranty	
10424	Optics	100Gb DAC QSFP284xSFP28 5m	100Gb QSFP284 x SFP28 (4x25Gb) Direct attach passive copper breakout 5m	1 Year Warranty	
10426	Optics	100Gb DAC QSFP282xQSFP28 1m	100Gb QSFP282 x QSFP28 (2x50Gb) Direct attach passive copper breakout 1m	1 Year Warranty	
10428	Optics	100Gb DAC QSFP282xQSFP28 3m	100Gb QSFP282 x QSFP28 (2x50Gb) Direct attach passive copper breakout 3m	1 Year Warranty	
10434	Optics	100Gb AOC QSFP28 5m	100Gb QSFP28QSFP28 Active optical cable 5m	1 Year Warranty	
10435	Optics	100Gb AOC QSFP28 7m	100Gb QSFP28QSFP28 Active optical cable 7m	1 Year Warranty	
10436	Optics	100Gb AOC QSFP28 10m	100Gb QSFP28QSFP28 Active optical cable 10m	1 Year Warranty	
10437	Optics	100Gb AOC QSFP28 20m	100Gb QSFP28QSFP28 Active optical cable 20m	1 Year Warranty	
10441	Optics	100Gb AOC QSFP28 x 4 SFP28 5m	100Gb QSFP28 4xSFP28 (4x25Gb) Active optical breakout cable 5m	1 Year Warranty	
10442	Optics	100Gb AOC QSFP28 x 4 SFP28 7m	100Gb QSFP28 4xSFP28 (4x25Gb) Active optical breakout cable 7m	1 Year Warranty	
10443	Optics	100Gb AOC QSFP28 x 4 SFP28 10m	100Gb QSFP28 4xSFP28 (4x25Gb) Active optical breakout cable 10m	1 Year Warranty	

10444	Optics	100Gb AOC QSFP28 x 4 SFP28 20m	100Gb QSFP28 4xSFP28 (4x25Gb) Active optical breakout cable 20m	1 Year Warranty	
10446	Optics	100Gb AOC QSFP282xQSFP28 5m	100Gb QSFP28 2 x QSFP28 (2x50Gb) Active Optical Breakout Cable 5m	1 Year Warranty	
10447	Optics	100Gb AOC QSFP282xQSFP28 7m	100Gb QSFP28 2 x QSFP28 (2x50Gb) Active Optical Breakout Cable 7m	1 Year Warranty	
10448	Optics	100Gb AOC QSFP282xQSFP28 10m	100Gb QSFP28 2 x QSFP28 (2x50Gb) Active Optical Breakout Cable 10m	1 Year Warranty	
10449	Optics	100Gb AOC QSFP282xQSFP28 20m	100Gb QSFP28 2 x QSFP28 (2x50Gb) Active Optical Breakout Cable 20m	1 Year Warranty	
10501	Optics	25Gb SFP28 SR MMF	25Gb SFP28 25GBASESR 70m OM3 / 100m OM4 MMF LC	1 Year Warranty	
10502	Optics	25Gb SFP28 SR LiteFEC MMF	25Gb SR LiteFEC 50m OM3 / 70m OM4 RSFEC 70m OM3 / 100m OM4 MMF LC	1 Year Warranty	
10503	Optics	25Gb SFP28 ESR MMF	25Gb SFP28 ESR extended range 300m OM3 / 400m OM4 MMF LC	1 Year Warranty	
10504	Optics	25Gb SFP28 LR 10km SMF	25Gb SFP28 LR 10km SMF LC	1 Year Warranty	
10506	Optics	QSFP28 SFP28 Adapter	QSFP28 SFP28 Slot Adapter	1 Year Warranty	
10520	Optics	25Gb DAC SFP28SFP28 1m	25Gb SFP28SFP28 Passive Copper Direct Attach Cable 1m	1 Year Warranty	
10521	Optics	25Gb DAC SFP28SFP28 3m	25Gb SFP28SFP28 Passive Copper Direct Attach Cable 3m	1 Year Warranty	
10522	Optics	25Gb DAC SFP28SFP28 5m	25Gb SFP28SFP28 Passive Copper Direct Attach Cable 5m	1 Year Warranty	
10530	Optics	25Gb AOC SFP28SFP28 10m	25Gb SFP28SFP28 Active Optical Cable 10m	1 Year Warranty	

10531	Optics	25Gb AOC SFP28SFP28 20m	25Gb SFP28SFP28 Active Optical Cable 20m	1 Year Warranty	
10911	Summit	EPS500 External AC PSU	External Power System 500 Watts with cable	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
10916	Summit	Summit X650/X480 FAN module	FAN module for Summit X650 and Summit X480 series switches spare	1 Year Warranty	
10917	Summit	Summit 450W AC PSU FB	450W AC Power Supply module for Summit switches FronttoBack airflow	1 Year Warranty	
10918	Summit	Summit 450W DC PSU FB	450W DC Power Supply module for Summit switches FronttoBack airflow	1 Year Warranty	
10923	Summit	RPS500p	External PoE+ Redundant Power Supply Unit 500 Watts with cable Power cord ordered separately	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10925	Summit	Summit 550W AC PSU FB	550W AC Power Supply module for Summit switches FronttoBack airflow	1 Year Warranty	
10926	Summit	Summit 550W DC PSU FB	550W DC Power Supply module for Summit switches FronttoBack airflow	1 Year Warranty	
10927	Summit	Summit 550W AC PSU BF	550W AC Power Supply module for Summit switches BacktoFront airflow	1 Year Warranty	
10928	Summit	Summit 550W DC PSU BF	550W DC Power Supply module for Summit	1 Year Warranty	

			switches BacktoFront airflow		
10931	Summit	Summit 750W PoE AC PSU	750W PoE AC Power Supply Module	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10932	Summit	RPS150 XT	External Redundant Power Supply Unit 150 Watts with cable Extended Temparture Range from 0 to +60 degrees Celsius Power cord ordered separately	1 Year Warranty	
10933	Summit	Summit 300W +24V/48V DC PSU	300W +24V / 48V DC Power Supply Module for the X460 and the E4G400 platforms	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10935	Summit	Summit X460 FAN Module	FAN Module for Summit X460 Series Switches spare	Limited Lifetime Warranty with express Advanced Hardware Replacement	12/31/2022
10936	Summit	EPSC2	External Power System Chassis 2. Accepts up to three Summit 750W AC PoE PSU 48V power supplies. Accepts up to 5 EPSCBL2x7 or up to 1 EPSCBL2x9 cables.	1 Year Warranty	
10939	Summit	EPS Cable 2x7	External Power System Cable (1M with 2x7 pin) that connects EPS to any	1 Year Warranty	

			Summit X440 or X450G2 for providing redundant power		
10940	Summit	EPS Cable 2x9	External Power System (EPS) Cable (with 2x9 pin) that connects EPS to a X250e48p or a X450e48p for providing additional DC power.	1 Year Warranty	11/01/2023
10941	Summit	Summit 1100W AC PSU FB	1100 Watt AC PoE Power Supply module with FronttoBack airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10942	Summit	Summit 1100W AC PSU BF	1100W AC Power Supply Module back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10943	Summit	Summit 300W AC PSU BF	300W AC Power Supply Module back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10944	Summit	Summit 300W DC PSU BF	300W DC Power Supply Module back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	

10945	Summit	Summit Fan module FB	Fan Module for Summit X460G2/X450G2 Series Switches front to back airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10946	Summit	Summit X460G2 Fan module BF	FAN Module for Summit X460G2 Series Switches back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10947	Summit	C5 to C14 Converter	Power dongle for converting an IEC C5 plug to IEC C14 plug	No Warranty	
10948	Summit	RPS90	External Redundant Power Supply Unit 90 Watts with cable Power cord ordered separately	1 Year Warranty	
10949	Summit	Pwr Cord 2.5AGB1002 IEC320C5	Pwr Cord 2.5AGB1002 IEC320C5 for China	No Warranty	
10950	E4G	E4G DC Pwr Conn Conv Cable	E4G DC Power Connector Converter Cable from 3pin to 4pin (50mm length). It is for connection between E4G200DC/router (3Pin) and ASTEC AC/DC Adapter Model AD10048P3 (4Pin).	1 Year Warranty	12/31/2024
10951	Summit	Summit 715W PoE AC PSU FB	715W AC PoE Power Supply Module with front to back airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	

10952	Summit	Summit 715W AC PSU BF	715W AC Power Supply Module back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10953	Summit	350W AC PSU FB	350W AC Power Supply Module front to back airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10954	Summit	350W AC PSU BF	350W AC Power Supply Module back to front airflow	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10958	Summit	HDX to FDX Converter ROW	External converter for the international market that can use a CEE 7/1 plug to connect up to four halfduplex devices to four full duplex switch ports. Does NOT support PoEpass through. External power supply and cord with CEE 7/1 plug included	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10959	Summit	HDX to FDX Converter NA	External converter for the North American market to connect up to four halfduplex devices to four full duplex switch ports. Does NOT support PoEpass through. External power supply and cord	Limited Lifetime Warranty with express Advanced Hardware	

			with NEMA 115P plug included	Replacement	
10960	Summit	PSU55Wx40.2Tx322Lmm770WACFB	770W AC power supply FronttoBack airflow	1 Year Warranty	
10961	Summit	PSU55Wx40.2Tx322Lmm770WACBF	770W AC power supply BacktoFront airflow	1 Year Warranty	
10962	Summit	PSU55Wx40.2Tx322Lmm1100WDCFB	1100W DC power supply FronttoBack airflow	1 Year Warranty	
10963	Summit	PSU55Wx40.2Tx322Lmm1100WDCBF	1100W DC power supply BacktoFront airflow	1 Year Warranty	
10965	Smart OmniEdge Switching	LRM/MACsec Adapter	ExtremeSwitching LRM/MACsec Adapter two SFP+ network ports (unpopulated) and two host cables with integrated SFP/SFP+ transceivers for host switch connection	1 Year Warranty	
10966	Smart OmniEdge Switching	5 Unit Rack Mount Kit LRM/MACsec Adapter	Optional multi unit rack mount bracket for LRM/MACsec Adapter. Holds five units in 1RU	1 Year Warranty	
11011	Summit	Direct Attach Feature Pack	Direct Attach Feature Pack for Summit X450a/X460/X460G2/X480 X650 X670/X670G2 X770 and BlackDiamond 8800 X Series	Software Warranty	
12101	Summit	ReachNXT 1008t	8 10/100BASETX 1 Gigabit combo ports (1 unpopulated Gigabit SFP and 10/100/1000BASET)	Limited Lifetime Warranty - 10 Business Day Ship	
12102	Summit	ReachNXT 1008t AC Power Adapter	Optional AC power adapter with 3 attachable power pins/plugs AC input 100240V 50/60Hz Max 0.5A DC output 12V 1.25A	1 Year Warranty	12/31/2023
12103	Summit	ReachNXT 1008t Mounting Kit	1 pair of magnets and 1 metal mounting plate for placing the ReachNXT 1008t product underneath a table or on a wall	1 Year Warranty	

15710	Wireless	Summit WM3700 WLAN Controller	Summit WM3700 WLAN controller with 4xGE Cu/SFP ports 1xFE management port and 1x serial console port. Has1 CF card slot 2 USB slots. Can manage up to 1024 Access Points. AP capacity and feature licenses sold separately. Power cord sold separately.	1 Year Warranty	06/30/2020
15711	Wireless	16AP Lic for Summit WM3700	16 AP capacity license for Summit WM3700 controller. Shipped as a voucher.	Software Warranty	06/30/2020
15712	Wireless	64AP Lic for Summit WM3700	64 AP capacity license for Summit WM3700 controller. Shipped as a voucher.	Software Warranty	06/30/2020
15713	Wireless	RTLS Lic for Summit WM3700	Real Time Location System (RTLS) feature upgrade license for Summit WM3700 controller. Enables the API between the RTLS engine in controller and 3rd party RTLS application.	Software Warranty	06/30/2020
15714	Wireless	Summit WM3600 WLAN Controller	Summit WM3600 WLAN controller with 1x GE Cu/SFP Uplink port 8x GE PoE ports 1x FE Mgmt port 1x USB 2.0 Host 1x ExpressCard Slot 1x PCIX 1x Serial Port 2 USB slots. Can manage up to 256 APs. Licenses sold separately. Power cord sold separately.	1 Year Warranty	06/30/2020
15715	Wireless	16 AP Lic for Summit WM3600	16 AP capacity license for Summit WM3600 controller. Shipped as a voucher.	Software Warranty	06/30/2020

15716	Wireless	RTLS Lic for Summit WM3600	Real Time Location System (RTLS) feature upgrade license for Summit WM3600 controller. Enables the API between the RTLS engine in controller and 3rd party RTLS application.	Software Warranty	06/30/2020
15717	Wireless	Summit WM3400 WLAN Controller	Summit WM3400 WLAN controller with 5xGE PoE+ LAN ports 1xGE WAN port and 1x serial console port. Includes 1x ExpressCard Slot and 1x USB port. Bundled with support for 6 Access Points. Includes universal AC power module. Region specific power cord for power module sold separately. Requires Summit WM3000 series software R4.2 or above	1 Year Warranty	06/30/2020
15718	Wireless	256 AP Lic for Summit WM3700	256 AP capacity license for Summit WM3700 controller. Shipped as a voucher	Software Warranty	06/30/2020
15719	Wireless	64 AP Lic for Summit WM3600	64 AP capacity upgrade license for Summit WM3600 controller. Shipped as a voucher with instructions on logging to the Extreme License server and generating the license key	Software Warranty	06/30/2020
15724	Wireless	Altitude 4610US abgn InAn AP	Altitude 4610 dualradio 802.11a/b/g/n indoor Access Point for US regulatory domain. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes internal omnidirectional antennas.	Limited Lifetime Warranty Wing	06/30/2020

			Suitable for wall or below ceiling mount to TBars with builtin mounting brackets. IEEE 802.3af PoE powered or use a suitable midspan PoE injector		
15725	Wireless	Altitude 4610ROW abgn InAn AP	Altitude 4610 dualradio 802.11a/b/g/n indoor Access Point for Rest of the World regulatory domainexcept Israel. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes internal omnidirectional antennas. Suitable for wall or below ceiling mount to TBars with builtin mounting brackets. IEEE 802.3af PoE powered or use a suitable midspan PoE injector	Limited Lifetime Warranty Wing	06/30/2020
15727	Wireless	Altitude 4610EU abgn InAn AP	Altitude 4610 dualradio 802.11a/b/g/n indoor Access Point for European Union regulatory domain. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes internal omnidirect	Limited Lifetime Warranty Wing	06/30/2020
15730	Wireless	Altitude 4620US abgn ExAn AP	Altitude 4620 dualradio 802.11a/b/g/n indoor Access Point for US regulatory domain. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes 6x detachable external omnidirectional antennas. Plenum rated. Suitable for	Limited Lifetime Warranty Wing	06/30/2020

			wall or above the ceiling mount with builtin mounting brackets. Comes with a light pipe to display LED activity below the drop down ceiling. IEEE 802.3af PoE powered or use a suitable midspan PoE injector		
15731	Wireless	Altitude 4620ROW abgn ExAn AP	Altitude 4620 dualradio 802.11a/b/g/n indoor Access Point for Rest of the World regulatory domainexcept Israel. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes 6x detachable external omnidirectional antennas. Plenum rated. Suitable for wall or above the ceiling mount. Comes with a light pipe to display LED activity below the drop down ceiling. IEEE 802.3af PoE powered or use a suitable midspan PoE injector	1 Year Warranty	06/30/2020
15734	Wireless	3G Lic for Summit WM3600	3G feature upgrade license for Summit WM3600 controller. Enables the operation of an approved 3G card plugged into the express card slot in Summit WM3600. Require relevant 3G service from cellular carrier. Approved 3G card for the 3G service to be procured from 3rd party supplier.	Software Warranty	06/30/2020

15735	Wireless	Altitude 4611ROW abgn IntAnt	Altitude 4611 singleradio 802.11 a/b/g/n indoor thin Access Point for the Rest of World regulatory domain. Includes an internal omnidirectional antenna and 1x 10/100/1000 PoE port. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15736	Wireless	AdvSecurity Lic for WM3600	Advanced Security feature upgrade license for Summit WM3600 controller. Enables Role Based Firewall Configuration and increases number of IPSEC VPN tunnels from 100 to 1024. Shipped as a voucher.	Software Warranty	06/30/2020
15737	Wireless	AdvSecurity Lic for WM3700	Advanced Security feature upgrade license for Summit WM3700 controller. Enables Role Based Firewall Configuration and increases number of IPSEC VPN tunnels from 600 to 2048. Shipped as a voucher.	Software Warranty	06/30/2020
15738	Wireless	Rackmount kit for Summit WM3400	Rack mount kit for mounting Summit WM3400 controller and the power module to a 19 rack. Optional accessory	1 Year Warranty	06/30/2020
15749	Wireless	Altitude 4621ROW abgn ExtAnt	Altitude 4621 singleradio 802.11 a/b/g/n indoor thin Access Point for the Rest of World regulatory domainexcluding Israel. Includes 3x detachable external omnidirectional paddle antennas and 1x	Limited Lifetime Warranty Wing	06/30/2020

			10/100/1000 PoE port. Plenum rated. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.		
15750	WiNG Wireless	Altitude 4710EU abgn DualRadio	Altitude 4710 dualradio 802.11 a/b/g/n indoor adaptive Access Point for the European Union regulatory domain. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by 802.3af/at PoE or by use of an optional external power supply or PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15751	Wireless	Altitude 4710US abgn DualRadio	Altitude 4710 dualradio 802.11 a/b/g/n indoor adaptive Access Point for the US regulatory domain. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by 802.3af/at PoE or by use of an optional external	Limited Lifetime Warranty Wing	06/30/2020

			power supply or PoE injector.		
15752	Wireless	Altitude 4710ROW abgn DualRadio	Altitude 4710 dualradio 802.11 a/b/g/n indoor adaptive Access Point for the Rest of World regulatory domainexcluding Israel. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by 802.3af/at PoE or by use of an optional external power supply or PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15753	WiNG Wireless	Altitude 4750US abgn TriRadio	Altitude 4750 triradio 802.11 a/b/g/n indoor adaptive Access Point for the US regulatory domain. Third radio functions as a sensor only. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by	Limited Lifetime Warranty Wing	06/30/2020

			802.3af/at PoE or by use of an optional external power supply or PoE injector.		
15754	Wireless	Altitude 4750ROW abgn TriRadio	Altitude 4750 triradio 802.11 a/b/g/n indoor adaptive Access Point for the Rest of World regulatory domainexcluding Israel. Third radio functions as a sensor only. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by 802.3af/at PoE or by use of an optional external power supply or PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15755	Wireless	Facade Antenna for 4700 AP	Integrated snapon dualband omnidirectional facade antenna for 4700 series Access Points. Snaps over the AP housing and the wires are connected to the antenna ports on the AP. Antenna gain 3dBi/5dBi on 2.4/5 GHz bands.	1 Year Warranty	06/30/2020
15757	Wireless	Altitude 4611US abgn IntAnt	Altitude 4611 singleradio 802.11 a/b/g/n indoor thin Access Point for the US regulatory domain. Includes an internal	Limited Lifetime Warranty Wing	06/30/2020

			omnidirectional antenna and 1x 10/100/1000 PoE port. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.		
15758	Wireless	Altitude 4621US abgn ExtAnt	Altitude 4621 singleradio 802.11 a/b/g/n indoor thin Access Point for the US regulatory domain. Includes 3x detachable external omnidirectional paddle antennas and 1x 10/100/1000 PoE port. Plenum rated. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15759	Wireless	Altitude 4750EU abgn TriRadio	Altitude 4750 triradio 802.11 a/b/g/n indoor adaptive Access Point for the European Union regulatory domain. Third radio functions as a sensor only. Includes an RJ45 console port and 2x GE data portsGE1 is a PoE port GE2 is an uplink/WAN port. Plenum rated. Antenna not includedmust separately purchase either a facade antenna or up to 6 paddle antennas. Managed by Summit WM3000 series controllers. Powered by 802.3af/at PoE or by use of an optional external power supply or PoE injector.	Limited Lifetime Warranty Wing	06/30/2020

15760	Wireless	Altitude 4611EU abgn IntAnt	Altitude 4611 singleradio 802.11 a/b/g/n indoor thin Access Point for the European Union regulatory domain. Includes an internal omnidirectional antenna and 1x 10/100/1000 PoE port. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
15761	WiNG Wireless	AP4511 Wallplate AP US	Altitude AP4511 Single radio 802.11a/b/g/n Wall Plate Access Point. 2x2 MIMO. Low profile. One Fast Ethernet PoE uplink port one Fast Ethernet LAN port included. USonly version.	Limited Lifetime Warranty Wing	06/30/2020
15762	Wireless	AP4511 Wallplate AP WW	Altitude AP4511 Single radio 802.11a/b/g/n WallPlate Access Point. 2x2 MIMO. Low profile. One Fast Ethernet PoE uplink port one Fast Ethernet LAN port included. Rest of World (ROW) regulatory domain.	Limited Lifetime Warranty Wing	06/30/2020
15764	Wireless	AP4532i int ant US	Altitude AP4532i internal antenna Access Point for indoors installations for sale in the USA	1 Year Warranty	06/30/2020
15765	Wireless	AP4532i int ant ROW	Altitude AP4532i internal antenna Access Point for sale WorldWide	1 Year Warranty	06/30/2020
15767	WiNG Wireless	AP4532e ext ant US	Altitude AP4532e external antenna Access Point for indoor installations for sale in the USA	Limited Lifetime Warranty Wing	06/30/2020
15768	WiNG Wireless	AP4532e ext ant ROW	Altitude AP4532e external antenna Access Point for indoor	Limited Lifetime	06/30/2020

			installations for sale worldwide	Warranty Wing	
15770	Wireless	Altitude 4621EU abgn ExtAnt	Altitude 4621 singleradio 802.11 a/b/g/n indoor thin Access Point for the European Union regulatory domain. Includes 3x detachable external omnidirectional paddle antennas and 1x 10/100/1000 PoE port. Plenum rated. Managed by Summit WM3000 series controllers. Powered by 802.3af PoE or by use of an optional PoE injector.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
15771	Wireless	Summit WM3411 US	Summit WM3411 wireless controller and access point with dual integrated dualband 802.11abgn radios. For the US Regulatory Domain	1 Year Warranty	06/30/2020
15772	Wireless	Summit WM3411 WW	Summit WM3411 wireless controller and access point with dual integrated dualband 802.11abgn radios. For the Rest of World Regulatory Domain.	1 Year Warranty	06/30/2020
15774	Wireless	Facade Antenna for WM3411	3x3 MiMo Facade Antenna for the Summit WM3411 Wireless Controller	1 Year Warranty	06/30/2020
15776	Wireless	Altitude 4620EU abgn ExAn AP	Altitude 4620 dualradio 802.11a/b/g/n indoor Access Point for European Union regulatory domain. Has one 10/100/1000 PoE port. Managed by Summit WM3000 series controller running software R4.2 or above. Includes 6x detachable externa	Limited Lifetime Warranty Wing	06/30/2020

15777	Wireless	Tbar AP Mount Bracket 1PC	Wireless Mounting Bracket for ceiling Tbar mount for 46xx 47xx Access Points 1 Pack	1 Year Warranty	06/30/2020
15778	Wireless	6AP lic upgrade WM34003411	6 Wireless AP license upgrade for the Summit WM3411 WM3400	Software Warranty	06/30/2020
15779	Wireless	Adv WIPS for WM34003411	Advanced WIPS upgrade for Summit WM3400WM3411	Software Warranty	06/30/2020
15780	Wireless	Adv WIPS license for WM3600	Advanced WIPS upgrade for WM3600	Software Warranty	06/30/2020
15781	Wireless	Adv WIPS license for WM3700	Advanced WIPS upgrade for WM3700	Software Warranty	06/30/2020
15782	WiNG Wireless	AP4511 Wallplate AP EU	Altitude AP4511 Single radio 802.11a/b/g/n WallPlate Access Point. 2x2 MIMO. Low profile. One Fast Ethernet PoE uplink port one Fast Ethernet LAN port included. European Union regulatory domain.	Limited Lifetime Warranty Wing	06/30/2020
15783	Wireless	AP4021i int ant US	Altitude AP4021i singleradio thin (dependent) indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15784	Wireless	AP4021i int ant ROW	Altitude AP4021i singleradio thin (dependent) indoor Access Point for the Rest of the World regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020

15785	Wireless	AP4021e ext ant US	Altitude AP4021i singleradio thin (dependent) indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust separately up to 4 paddle antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15787	Wireless	Tbar AP Mount Bracket 10PC	Wireless Mounting Bracket for ceiling Tbar mount for 46xx 47xx Access Points TEN Pack	1 Year Warranty	06/30/2020
15788	Wireless	AP4021e ext ant ROW	Altitude AP4021i singleradio thin (dependent) indoor Access Point for the Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust separately up to 4 paddle antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15789	Wireless	AP4521i int ant US	Altitude AP4521i singleradio Independent indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15790	Wireless	AP4521i int ant ROW	Altitude AP4521i singleradio Independent indoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas Powered by 802.3af/at	Limited Lifetime Warranty Wing	06/30/2020

			PoE or by use of a PoE injector.		
15791	Wireless	AP4521e ext ant US	Altitude AP4521e singleradio Independent indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust separately up to 4 paddle antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15793	Wireless	AP4521e ext ant ROW	Altitude AP4521e singleradio Independent indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust separately up to 4 paddle antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15794	Wireless	AP4762 outdoor US	Altitude AP4762 dualradio Independent Outdoor Access Point for US regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	1 Year Warranty	06/30/2020
15795	WiNG Wireless	AP4762 outdoor ROW	Altitude AP4762 dualradio Independent Outdoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	1 Year Warranty	06/30/2020

15796	Wireless	AP4763 outdoor US	Altitude AP4763 triradio Independent Outdoor Access Point for US regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	1 Year Warranty	06/30/2020
15797	Wireless	Summit WM3411 EU	Summit WM3411 wireless controller and access point with dual integrated dualband 802.11abgn radios. For the European Union Regulatory Domain.	1 Year Warranty	06/30/2020
15798	Wireless	AP4532i int ant EU	Altitude AP4532i dualradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x3 MIMOintegrated internal omnidirectional antennas Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15799	Wireless	AP4532e ext ant EU	Altitude AP4532e dualradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x3 MIMO. External antennas not includedmust order separately up to 6 paddle antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15804	Wireless	AP4021i int ant EU	Altitude AP4021i singleradio dependent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMOintegrated internal omnidirectional antennas.	Limited Lifetime Warranty Wing	06/30/2020

			Powered by 802.3af/at PoE .		
15808	Wireless	AP4021e ext ant EU	Altitude AP4021e singleradio dependent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust order separately up to 2 paddle antennas. Powered by 802.3af/at PoE .	Limited Lifetime Warranty Wing	06/30/2020
15809	Wireless	AP4521i int ant EU	Altitude AP4521i singleradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO internal omnidirectional antennas Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15810	Wireless	AP4521e ext ant EU	Altitude AP4521e singleradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust order separately up to 2 paddle antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15811	WiNG Wireless	AP4762 outdoor EU	Altitude AP4762 dualradio Independent Outdoor Access Point for European Union regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3at PoE.	1 Year Warranty	06/30/2020
15812	WiNG Wireless	AP4763 outdoor EU	Altitude AP4763 dualradio with sensor Independent Outdoor	1 Year Warranty	06/30/2020

			Access Point for European Union regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3at PoE.		
15813	Wireless	AP4022i int ant EU	Altitude AP4022i dualradio dependent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO integrated internal omnidirectional antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15814	Wireless	AP4022e ext ant EU	Altitude AP4022e dualradio dependent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust order separately up to 4 paddle antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15815	Wireless	AP4522i int ant EU	Altitude AP4522i dualradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO internal omnidirectional antennas Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15816	Wireless	AP4522e ext ant EU	Altitude AP4522e dualradio Independent indoor Access Point for European Union regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust order separately up to 4 paddle antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020

15830	Wireless	1024 AP Lic for WM395X Cntrlr	128 AP capacity license for WM395X family of controllers.	Software Warranty	06/30/2020
15831	Wireless	AdvSecurity Lic for WM395X	Advanced Security feature upgrade license for WM395X family of controllers. Enables Role Based Firewall Configuration.	Software Warranty	06/30/2020
15850	Wireless	AP4532i int ant IL	Altitude AP4532i dualradio Independent indoor Access Point for Israel regulatory domain 802.11a/b/g/n 2x3 MIMO Includes internal omnidirectional antennas Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15910	Wireless	AP4763 outdoor ROW	Altitude AP4763 triradio Independent Outdoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 3x3 MIMO. External antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	1 Year Warranty	06/30/2020
15911	WiNG Wireless	AP4022i int ant US	Altitude AP4022i dualradio thin (dependent) indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15912	Wireless	AP4022i int ant ROW	Altitude AP4022i dualradio thin (dependent) indoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO Includes internal omnidirectional antennas. Powered by 802.3af/at	Limited Lifetime Warranty Wing	06/30/2020

			PoE or by use of a PoE injector.		
15913	WiNG Wireless	AP4022e ext ant US	Altitude AP4022e dualradio thin (dependent) indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust separately up to 4 paddle antennas.. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15916	Wireless	AP4022e ext ant ROW	Altitude AP4022e dualradio thin (dependent) indoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO External antennas not includedmust separately up to 4 paddle antennas. Powered by 802.3af/at PoE or by use of a PoE injector.	Limited Lifetime Warranty Wing	06/30/2020
15993	Wireless	AP4522i int ant US	Altitude AP4522i dualradio Independent indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO integrated internal omnidirectional antennas Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15994	Wireless	AP4522i int ant ROW	Altitude AP4522i dualradio Independent indoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO internal omnidirectional antennas Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020

15995	Wireless	AP4522e ext ant US	Altitude AP4522e dualradio Independent indoor Access Point for US regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust order separately up to 4 paddle antennas. Powered by 802.3af/at PoE.	Limited Lifetime Warranty Wing	06/30/2020
15996	Wireless	AP4522e ext ant ROW	Altitude AP4522e dualradio Independent indoor Access Point for Rest of World regulatory domain 802.11a/b/g/n 2x2 MIMO. External antennas not includedmust order separately up to 4 paddle antennas. Powered by 802.3af/at	Limited Lifetime Warranty Wing	06/30/2020
16105	Summit	Stacking Cable 5.0M	SummitStack Stacking cable 5.0M (not supported for UniStack)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
16106	Summit	Stacking Cable 0.5M	SummitStack/UniStack Stacking cable 0.5M	1 Year Warranty	
16107	Summit	Stacking Cable 1.5M	SummitStack/UniStack Stacking cable 1.5M	1 Year Warranty	
16108	Summit	Stacking Cable 3.0M	SummitStack/UniStack Stacking cable 3.0M	Limited Lifetime Warranty with express Advanced Hardware Replacement	
16117	Summit	XGM32sf	Option card two unpopulated 10 Gigabit SFP+ slots compatible with Summit X460	Limited Lifetime Warranty with	12/31/2022

				express Advanced Hardware Replacement	
16119	Summit	XGM3S2xf/module	2 x 10GbE XFP port interface module rear pluggable in Slot A on X460 and E4G400 platforms supporting SummitStackV (and SyncE when used with E4G400)	1 Year Warranty	03/01/2024
16120	Summit	XGM3SB4sf/module	4 x 10GbE SFP+ ports rear pluggable in Slot B on X460 and E4G400 platforms (supporting SyncE when used with E4G400)	1 Year Warranty	03/01/2024
16125	Summit	SX460 Network Timing Feature Pck	ExtremeXOS Network Timing Feature Pack for Summit X460 Series Switches	Software Warranty	12/31/2022
16126	Summit	XGM3S2sf/module	2 x 10GbE SFP+ port interface module rear pluggable in Slot A on X460 and E4G400 platforms supporting SummitStackV (and SyncE when used with E4G400)	1 Year Warranty	03/01/2024
16127	E4G	E4GB16T1E1/module	2 x MRJ21 ports for 16 T1/E1 pseudowire emulation 2 x SMA port for synchronization input/output rear pluggable in Slot B	1 Year Warranty	06/30/2023
16169	Summit	SX450G2 Multimedia(AVB) Pck	ExtremeXOS Audio Video Bridging Feature Pack for Summit X450G2 series switches	Software Warranty	
16172	Summit	X450G224tGE4Base	Summit X450G2 24 10/100/1000BASET 4 1000BASEX unpopulated SFP two 21Gb stacking ports 1 Fixed AC PSU 1	Limited Lifetime Warranty with express	

			RPS port fan module slot (unpopulated) ExtremeXOS Edge license	Advanced Hardware Replacement-2	
16173	Summit	X450G224pGE4Base	Summit X450G2 24 10/100/1000BASET POE+ 4 1000BASEX unpopulated SFP two 21Gb stacking ports 2 unpopulated power supply slots fan module slot (unpopulated) ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16174	Summit	X450G248tGE4Base	Summit X450G2 48 10/100/1000BASET 4 1000BASEX unpopulated SFP two 21Gb stacking ports (QSFP) 1 Fixed AC PSU 1 RPS port fan module slot (unpopulated) ExtremeXOS Edge license w Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16175	Summit	X450G248pGE4Base	Summit X450G2 48 10/100/1000BASET POE+ 4 1000BASEX unpopulated SFP two 21Gb stacking ports 2 unpopulated power supply slots fan module slot (unpopulated) ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16176	Summit	X450G224t10GE4Base	Summit X450G2 24 10/100/1000BASET 4 10GBASEX unpopulated SFP+ two 21Gb stacking ports 1 Fixed AC PSU 1 RPS port fan module slot (unpopulated) ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16177	Summit	X450G224p10GE4Base	Summit X450G2 24 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ two	Limited Lifetime Warranty with	

			21Gb stacking ports) 2 unpopulated power supply slots fan module slot (unpopulated) ExtremeXOS Edge license	express Advanced Hardware Replacement-2	
16178	Summit	X450G248t10GE4Base	Summit X450G2 48 10/100/1000BASET 4 10GBASEX unpopulated SFP+ two 21Gb stacking ports 1 Fixed AC PSU 1 RPS port fan module slot (unpopulated) ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16179	Summit	X450G248p10GE4Base	Summit X450G2 48 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ two 21Gb stacking ports 2 unpopulated power supply slots fan module slot (unpopulated) ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16190	Summit	SX450G2 Edge to Adv Edge Lic	ExtremeXOS Advanced Edge License upgrade for Summit X450G2 series switches	Software Warranty	
16191	Summit	X450G2 Core Lic from Edge Lic	ExtremeXOS Advanced Core License upgrade from Edge License for ExtremeSwitching X450G2 series switches	Software Warranty	
16192	Summit	X450G2 Core Lic from Adv Edge	ExtremeXOS Advanced Core License upgrade from Advanced Edge License for ExtremeSwitching X450G2 series switches	Software Warranty	
16200	Summit	SX450G2 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for Summit X450G2 series switches	Software Warranty	
16220	E4G	E4G TDM BreakOut Cable	TDM connectivity breakout cable that	1 Year Warranty	06/30/2023

			provides 1 x MRJ21 to 8 x RJ48c for use with TDM modules using MRJ21 connectors		
16301	Summit	Summit X48048t	48 10/100/1000BASET 4 100/1000BASEX unpopulated SFP (shared) No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license	1 Year Warranty	07/15/2025
16303	Summit	Summit X48024x	24 100/1000BASEX unpopulated SFP 12 10/100/1000BASET (shared) 2 unpopulated XFP ports No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license	1 Year Warranty	07/15/2025
16304	Summit	Summit X48048x	48 100/1000BASEX unpopulated SFP No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license	1 Year Warranty	07/15/2025
16311	Summit	VIM2SummitStack	VIM2SummitStack 2 SummitStack stacking ports	1 Year Warranty	07/15/2025
16312	Summit	VIM210G4X	VIM210G4X 4 10GBASEX XFP ports	1 Year Warranty	07/15/2025
16313	Summit	VIM2SummitStack128	VIM2SummitStack128 2 x 64G stacking ports	1 Year Warranty	07/15/2025
16315	Summit	VIM2SummitStackV80	VIM2SummitStackV80 2 x 40G stacking ports	1 Year Warranty	12/31/2022
16321	Summit	Summit X480 Core License	ExtremeXOS Core License for Summit X480 series switches	Software Warranty	
16322	Summit	Summit X480 MPLS Feature Pack	ExtremeXOS MPLS Feature Pack for Summit X480 series switches	Software Warranty	
16323	Summit	Summit X480 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for Summit X480 series switches	Software Warranty	

16401	Summit	Summit X46024t	24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16402	Summit	Summit X46048t	48 10/100/1000BASET 4 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16403	Summit	Summit X46024p	24 10/100/1000BASET PoEplus 8 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) XGM3 slot Stacking module slot 750W AC PoE PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16404	Summit	Summit X46048p	48 10/100/1000BASET PoEplus 4 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 750W AC PoE PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022

16405	Summit	Summit X46024x	24 100/1000BASEX unpopulated SFP 8 10/100/1000BASET (4 10/100/1000BASET ports shared with SFP ports) XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16406	Summit	Summit X46048x	48 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16407	Summit	Summit X46024tDC	24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) XGM3 slot Stacking module slot 300W DC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16408	Summit	Summit X46048tDC	48 10/100/1000BASET 4 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W DC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022

16409	Summit	Summit X46024xDC	24 100/1000BASEX unpopulated SFP 8 10/100/1000BASET (4 10/100/1000BASET ports shared with SFP ports) XGM3 slot Stacking module slot 300W DC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16410	Summit	Summit X46048xDC	48 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W DC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16419	Summit	SummitStack Module	SummitStack Module for Summit X460	Limited Lifetime Warranty with express Advanced Hardware Replacement	12/31/2022
16420	Summit	SummitStackV80 Module	SummitStackV80 Module for Summit X460	Limited Lifetime Warranty with express Advanced Hardware Replacement	12/31/2022
16421	Summit	Advanced Edge Lic X460/G2	ExtremeXOS Advanced Edge License for Summit X460 X460G2 Series Switches	Software Warranty	
16422	Summit	Core Lic from Edge Lic X460/G	ExtremeXOS Advanced Core License upgrade from Edge License for	Software Warranty	

			Summit X460 X460G2 Series Switches		
16423	Summit	Core Lic from Adv Edge X460/G	ExtremeXOS Advanced Core License upgrade from Advanced Edge License for Summit X460 X460G2 series switches	Software Warranty	
16424	Summit	MPLS Feature Pack X460/G2	ExtremeXOS MPLS Feature Pack for Summit X460 X460G2 Series Switches	Software Warranty	
16425	Summit	OpenFlow FeaturePack X460/G2	ExtremeXOS SDN OpenFlow Feature Pack for Summit X460 X460G2 series switches	Software Warranty	
16426	Summit	Multimedia(AVB) Pck X460/G2	ExtremeXOS Audio Video Bridging Feature Pack for Summit X460 X460G2 series switches	Software Warranty	
16431	E4G	E4G400AC/router	24 x 10/100/1000BASET 8 x 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports)Rear Slot A Rear Slot B with AC Power Supply Fan module	1 Year Warranty	06/30/2023
16432	E4G	E4G400DC/router	24 x 10/100/1000BASET 8 x 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports)Rear Slot A Rear Slot B with DC Power Supply Fan module	1 Year Warranty	06/30/2023
16440	E4G	E4G20012xDC/router	12 x 100/1000BASEX unpopulated SFP one front I/O slot one front Sync slot one internal DC PSU with two inputs	1 Year Warranty	06/30/2023
16441	E4G	E4G200DC/router	8 x 10/100/1000BASET 4 x 100/1000BASEX unpopulated SFP one front I/O slot one front Sync slot one internal DC PSU with two inputs	1 Year Warranty	06/30/2023

16442	E4G	E4GF16T1E1/module	16 x RJ45 port front plugin module supporting pseudowire emulation of 16 T1/E1	1 Year Warranty	06/30/2023
16444	E4G	E4GCLK/module	2 x SMA port front plugin module supporting BITS 1588v2 SyncE and TDM Line timing	1 Year Warranty	06/30/2023
16490	E4G	E4G200 Ntwrk Timing 1588 PTP	ExtremeXOS Network Timing Feature Pack for E4G200 that enables 1588v2 PTP (Precision Time Protocol)	Software Warranty	06/30/2023
16491	E4G	E4G200 Adv Edge Lic MPLS	Extreme XOS Advanced Edge License Upgrade from Edge for E4G200 products and includes the MPLS feature pack	Software Warranty	06/30/2023
16492	E4G	E4G200 Core Lic from Adv Edge	Extreme XOS Core License Upgrade from Advanced Edge for E4G200 products	Software Warranty	06/30/2023
16493	E4G	E4G200 Core Lic fr Edge MPLS	Extreme XOS Core License Upgrade from Edge for E4G200 products and includes the MPLS feature pack	Software Warranty	06/30/2023
16495	E4G	E4G400 Ntwrk Timing 1588 PTP	ExtremeXOS Network Timing Feature Pack for E4G400 that enables 1588v2 PTP (Precision Time Protocol)	Software Warranty	06/30/2023
16496	E4G	E4G400 Core Lic from Adv Edge	Extreme XOS Core License Upgrade from Advanced Edge for E4G400 products	Software Warranty	12/31/2024
16497	BD X	BDX83rd Party Optics License	ExtremeXOS 3rd Party Optics (40G and 100G) FeaturePack for BDX8	No Warranty	12/31/2024
16498	BD 8K	BD88003rd Party Optics License	ExtremeXOS 3rd Party Optics (40G and 100G) FeaturePack for BD8800	No Warranty	12/31/2024
16499	Summit	Summit 670V3rd Party Optics Lic	ExtremeXOS 3rd Party Optics (40G and 100G) FeaturePack for Summit 670	No Warranty	

16501	Summit	Summit X4408t	8 10/100/1000BASET 4 1000BASEX unpopulated SFP SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16502	Summit	Summit X4408p	8 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16503	Summit	Summit X44024t	24 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16504	Summit	Summit X44024p	24 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16505	Summit	Summit X44048t	48 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022

16506	Summit	Summit X44048p	48 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16507	Summit	Summit X44024t10G	24 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16508	Summit	Summit X44024p10G	24 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16509	Summit	Summit X44048t10G	48 10/100/1000BASET 2 1000BASEX unpopulated SFP (2 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16510	Summit	Summit X44048p10G	48 10/100/1000BASET PoEplus 2 1000BASEX unpopulated SFP (2 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge	Limited Lifetime Warranty with express Advanced Hardware	03/31/2022

			license connector for external power supply	Replacement	
16513	Summit	Summit X44024x	24 100/1000BASEX SFP ports 4 gigabit combo ports (4 SFP ports shared with 10/100/1000BASET ports) Summit Stack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16514	Summit	Summit X44024x10G	24 100/1000BASEX SFP ports 4 gigabit combo ports (4 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16515	Summit	Summit X4308p	8 10/100/1000BASET PoE+ 2 1000BASEX unpopulated SFP 1 AC PSU ExtremeXOS L2 Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement	09/30/2023
16516	Summit	Summit X43024t	24 10/100/1000BASET 4 1000BASEX unpopulated SFP 1 AC PSU ExtremeXOS L2 Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement	09/30/2023
16517	Summit	Summit X43024p	24 10/100/1000BASET PoE+ 4 1000BASEX unpopulated SFP 1 AC PSU ExtremeXOS L2 Edge license	Limited Lifetime Warranty with express Advanced	09/30/2023

				Hardware Replacement	
16518	Summit	Summit X43048t	48 10/100/1000BASET 4 1000BASEX unpopulated SFP 1 AC PSU ExtremeXOS L2 Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement	09/30/2023
16519	Summit	Summit X44024tDC	24 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) Summit Stack Stacking ports 1 DC PSU ExtremeXOS Edge license connector for external power supply.	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16520	Summit	Summit X44048tDC	48 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) Summit Stack Stacking ports 1 DC PSU ExtremeXOS Edge license connector for external power supply.	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16521	Summit	Summit X440 Adv. Edge License	ExtremeXOS Advanced Edge License for Summit X440 series switches	Software Warranty	
16522	Summit	Summit X440 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for Summit X440 series switches	Software Warranty	
16523	Summit	X440 Multimedia(AVB) Feature Pck	ExtremeXOS Audio Video Bridging Feature Pack for Summit X440 series switches	Software Warranty	
16524	Summit	X430 AVB Pk 100 streams 8 ports	ExtremeXOS Audio Video Bridging Feature Pack for Summit X430 series switches Maximum	Software Warranty	09/30/2023

			of 100 active streams on no more than eight ports		
16525	Summit	Summit X4308p Mounting Kit	Rack Mounting Kit for Summit X4308p Switch	1 Year Warranty	09/30/2023
16530	Summit	X440G212t10GE4	X440G2 12 10/100/1000BASET 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16531	Summit	X440G212p10GE4	X440G2 12 10/100/1000BASET POE+ 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16532	Summit	X440G224t10GE4	X440G2 24 10/100/1000BASET 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16533	Summit	X440G224p10GE4	X440G2 24 10/100/1000BASET POE+ 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16534	Summit	X440G248t10GE4	X440G248t10GE4 long description X440G2 48 10/100/1000BASET 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE	Limited Lifetime Warranty with express Advanced	

			SFP+ (2 combo/2 noncombo) 2 1GbE copper combo upgradable to 10GbE 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Hardware Replacement-2	
16535	Summit	X440G248p10GE4	X440G2 48 10/100/1000BASET POE+ 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 noncombo) 2 1GbE copper combo upgradable to 10GbE 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16536	Summit	X440G224t10GE4DC	X440G2 24 10/100/1000BASET 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed DC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16537	Summit	X440G248t10GE4DC	X440G2 48 10/100/1000BASET 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 noncombo) 2 1GbE copper combo upgradable to 10GbE 1 Fixed DC PSU 1 RPS port ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16538	Summit	X440G224x10GE4	X440G2 24 unpopulated 1000BASEX SFP (4 combo) 4 10/100/1000 combo 4 1GbE unpopulated SFP upgradable to 10GbE	Limited Lifetime Warranty with express Advanced	

			SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license	Hardware Replacement-2	
16539	Summit	X440G224fxGE4	X440G2 24 fixed 100BASEFX LC connectors 4 1GBASEX unpopulated SFP 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license 0C to 60C operation	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16540	Summit	X440G212t8fxGE4	X440G2 12 10/100/1000BASET plus 8 fixed 100BASEFX LC connectors 4 1GBASEX unpopulated SFP 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license 0C to 60C operation	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16541	Summit	X440G224tGE4	X440G2 24 fixed 10/100/1000BASETX 4 1GBASEX unpopulated SFP 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license 0C to 60C operation	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16542	Summit	Dual 10GbE Upgrade License	License that converts the two nonstack 1GbE SFP ports to be 10GbE SFP+	Software Warranty	
16543	Summit	Quad 10GbE Upgrade License	License that converts four 1GbE SFP ports to be 10GbE SFP+	Software Warranty	
16546	Summit	Quad 10GbE Lic from Dual 10GbE Lic	License that upgrades an already licensed Dual 10GbE switch to a Quad 10GbE switch	Software Warranty	
16560	FastPath Switches	22012t10GE2	220Series 12 port 10/100/1000BASET 2 10GbE unpopulated SFP+ ports 1 Fixed AC PSU L2 Switching with RIP and Static Routes 1	Limited Lifetime Warranty with Express Advanced	

			countryspecific power cord	Hardware Replacement - B	
16561	FastPath Switches	22012p10GE2	220Series 12 port 10/100/1000BASET PoE+ 2 10GbE unpopulated SFP+ ports 1 Fixed AC PSU L2 Switching with RIP and Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16562	FastPath Switches	22024t10GE2	220Series 24 port 10/100/1000BASET 2 10GbE unpopulated SFP+ ports 1 Fixed AC PSU 1 RPS port L2 Switching with RIP and Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16563	FastPath Switches	22024p10GE2	220Series 24 port 10/100/1000BASET PoE+ 2 10GbE unpopulated SFP+ ports 1 Fixed AC PSU 1 RPS port L2 Switching with RIP and Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16564	FastPath Switches	22048t10GE4	220Series 48 port 10/100/1000BASET 4 10GbE unpopulated SFP+ ports (2 LRM Capable) 1 Fixed AC PSU 1 RPS port L2 Switching with RIP and Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16565	FastPath Switches	22048p10GE4	220Series 48 port 10/100/1000BASET PoE+ 4 10GbE unpopulated SFP+ ports (2 LRM Capable) 1 Fixed AC PSU 1 RPS port L2 Switching with RIP and	Limited Lifetime Warranty with Express Advanced Hardware	

			Static Routes 1 countryspecific power cord	Replacement - B	
16566	FastPath Switches	21012tGE2	210Series 12 port 10/100/1000BASET 2 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16567	FastPath Switches	21012pGE2	210Series 12 port 10/100/1000BASET PoE+ 2 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16568	FastPath Switches	21024tGE2	210Series 24 port 10/100/1000BASET 2 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16569	FastPath Switches	21024pGE2	210Series 24 port 10/100/1000BASET PoE+ 2 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16570	FastPath Switches	21048tGE4	210Series 48 port 10/100/1000BASET 4 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware	

				Replacement - B	
16571	FastPath Switches	21048pGE4	210Series 48 port 10/100/1000BASET PoE+ 4 1GbE unpopulated SFP ports 1 Fixed AC PSU L2 Switching with Static Routes 1 countryspecific power cord	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16572	FastPath Switches	200Series Dual Rack Mount Kit	Hardware kit for mounting two 12 port 200Series switches (210 and/or 220) sidebyside in a 19 inch rack	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16573	FastPath Switches	200Series Wall Mount Kit	Hardware kit for wall mounting one 12 port 200Series switch (either 210 or 220)	Limited Lifetime Warranty with Express Advanced Hardware Replacement - B	
16701	Summit	X460G224t10GE4Base	Summit X460G2 24 10/100/1000BASET 8 100/1000BASEX unpopd SFP (4 SFP ports shared) 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

16702	Summit	X460G248t10GE4Base	Summit X460G2 48 10/100/1000BASET 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16703	Summit	X460G224p10GE4Base	Summit X460G2 24 10/100/1000BASET PoE+ 8 100/1000BASEX unpopd SFP (4 SFP ports shared) 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16704	Summit	X460G248p10GE4Base	Summit X460G2 48 10/100/1000BASET PoE+ 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16705	Summit	X460G224x10GE4Base	Summit X460G2 24 100/1000BASEX unpopd SFP 8 10/100/1000BASET (4 ports shared) 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

			Advanced Edge license with EXOS Release 22.1 or greater		
16706	Summit	X460G248x10GE4Base	Summit X460G2 48 100/1000BASEX unpopd SFP 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16710	Summit	Summit X460G2 VIM2q	Optional Virtual Interface Module for the rear of the X460G2 providing 2 40GBASEX ports unpopulated QSFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16711	Summit	Summit X460G2 VIM2x	Optional Virtual Interface Module for the rear of the X460G2 providing 2 10GBASEX ports unpopulated SFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16712	Summit	Summit X460G2 VIM2t	Optional Virtual Interface Module for the rear of the X460G2 providing 2 10GBASET ports	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16713	Summit	Summit X460G2 VIM2ss	Optional Virtual Interface Module for the rear of the	Limited Lifetime Warranty	

			X460G2 providing 2 ports of Extremes SummitStack	with express Advanced Hardware Replacement-2	
16714	Summit	TIMING SLOT GNDLUG	Modular Grounding Lug Card for the X460G2 that utilizes the Timing Module slot (note that adding the grounding lug excludes use of the 16715 Timing Module)	No Warranty	
16715	Summit	Summit X460G2 TMCLK	Optional Timing Module for the rear of the X460G2 providing the hardware for SyncE and 1588 PTP clocking with 2 ports of miniBNC connectors for clocking outputs	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16716	Summit	X460G224tGE4Base	Summit X460G2 24 10/100/1000BASET 8 100/1000BASEX unpopd SFP (4 SFP ports shared) 4 1GBASEX unpopd SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16717	Summit	X460G248tGE4Base	Summit X460G2 48 10/100/1000BASET 4 1GBASEX unpopd SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

16718	Summit	X460G224pGE4Base	Summit X460G2 24 10/100/1000BASET PoE+ 8 100/1000BASEX unpopd SFP (4 SFP ports shared) 4 1GBASEX unpopd SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16719	Summit	X460G248pGE4Base	Summit X460G2 48 10/100/1000BASET PoE+ 4 1GBASEX unpopd SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16720	Summit	X460G216mp32p10GE4	16 100Mb/1.0/2.5 GbE PoEplus 32 10/100/1000BASET PoEplus 4 1000/10GBaseX unpopulated SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopulated PSU slots fan module slot (unpopd) EXOS Advanced Edge license with policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16755	Summit	Summit X460G2 Ntwrk Timing 1588	ExtremeXOS Network Timing Feature Pack for Summit X460G2 that enables 1588v2 PTP (Precision Time Protocol) Boundary Clock	Software Warranty	

16756	Summit	X460G224p24hp10GE4Base	X460G2 24 10/100/1000BASET full duplex PoE+ 24 10/100/1000BASET full/half duplex PoE+ 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16757	Summit	X460G224t24ht10GE4Base	X460G2 24 10/100/1000BASET full duplex 24 10/100/1000BASET full/half duplex 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16776	Summit	Rear Rail Kit4 Post Mounting	Adapter kit for adding rear rails to enable four post mounting of X460G2 and Summit 17 or deeper switches	No Warranty	
16777	Summit	Four Piece Rack Mount Kit Spare	Four Piece Rack Mount Kit Spare. Compatible with X450G2 X460G2 X620 (16 port models) X670 X670V X670 G2 X690 X770 X870	No Warranty	
16778	Smart OmniEdge Switching	X440G2 EXOS MACsec Feature Pack	ExtremeSwitching X440G2 EXOS MACsec Feature Pack. Enables MACsec for use with ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
16779	Smart OmniEdge Switching	X450G2 EXOS MACsec Feature Pack	ExtremeSwitching X450G2 EXOS MACsec Feature Pack. Enables MACsec for use with	Software Warranty	

			ExtremeSwitching LRM/MACsec Adapter		
16780	Smart OmniEdge Switching	X460G2 EXOS MACsec Feature Pack	ExtremeSwitching X460G2 EXOS MACsec Feature Pack. Enables MACsec for use with X460G224p24hp10GE4 X460G224t24ht10GE4 models or ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
16790	Summit	X59024x1q2c Base System	ExtremeSwitching X590 base unit with 24 1Gb/10Gb SFP+ ports 1 10Gb/40Gb QSFP+ port 2 10Gb/25Gb/40Gb/50Gb/100Gb capable QSFP28 ports 2 unpopulated power supplies slots 4 unpopulated fan module slots ExtremeXOS Advanced Edge License	1 Year Warranty	
16791	Summit	X59024t1q2c Base System	ExtremeSwitching X590 base unit with 24 100Mb/1Gb/10GBASET ports 1 10Gb/40Gb QSFP+ port 2 10Gb/25Gb/40Gb/50Gb/100Gb capable QSFP28 ports 2 unpopulated power supplies slots 4 unpopulated fan module slots ExtremeXOS Advanced Edge License	1 Year Warranty	
16795	Summit	X590 EXOS Core License	ExtremeSwitching X590 ExtremeXOS Core license upgrade from Advanced Edge	Software Warranty	
16801	Fixed L2	ISW 410/100P210/100T2SFP	4port POE+ 10/100 2Port 10/100 w/ 2port SFP Operating Temperature 40C +75C	5 Year Warranty	
16802	Fixed L2	ISW 810/100P4SFP	8port POE+ 10/100 w/ 4port SFP Operating Temperature 40C +75C	5 Year Warranty	

16803	Fixed L2	ISW 4GBP2GBT2SFP	4port POE+ Gigabit 2port Gigabit w/ 2port SFP Operating Temperature 40C +75C	5 Year Warranty	
16804	Fixed L2	ISW 8GBP4SFP	8port POE+ Gigabit w/ 4port SFP Operating Temperature 40C +75C	5 Year Warranty	
16805	Fixed L2	POE INJ75W24	24VDC GbE PoE injector with 60/75W output Operating Temperature 40C +75C	3 Year Warranty	
16806	Fixed L2	POE INJ30W24	24VDC GbE PoE injector with 30W output Operating Temperature 40C +75C	3 Year Warranty	
16807	Fixed L2	IS ACDC PS 240W	IS ACDC Power Supply 240W Output DIN Rail 25 70C	3 Year Warranty	
16920	Fixed L2	IS ACDC PS 480W	IS ACDC Power Supply 480W Output DIN Rail 25 70C	3 Year Warranty	
17026	Summit	Stacking Cable 128G/64G 1.0M	Conversion cable for SummitStack256 and SummitStack128 1.0M	Limited Lifetime Warranty with express Advanced Hardware Replacement	
17030	Summit	Stacking Cable 64G 1.0M	SummitStack128 Stacking Cable 1.0M	Limited Lifetime Warranty with express Advanced Hardware Replacement	
17038	Summit	Stacking Cable 64G/20G 1.0M	Conversion cable for SummitStack128 and SummitStack 1.0M	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement	
17101	Summit	Summit X670V48xFB	48 10GBASEX SFP+ one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License unpopulated dual PSU power slot FronttoBack airflow fan module	1 Year Warranty	
17102	Summit	Summit X670V48xBF	48 10GBASEX SFP+ one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License unpopulated dual PSU power slot BacktoFront airflow fan module	1 Year Warranty	
17103	Summit	Summit X67048xFB	48 10GBASEX SFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot FronttoBack airflow fan module	1 Year Warranty	
17104	Summit	Summit X67048xBF	48 10GBASEX SFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot BacktoFront airflow fan module	1 Year Warranty	
17111	Summit	Summit X670 fan module FB	Fan module for Summit X670 series switches FronttoBack airflow spare	1 Year Warranty	
17112	Summit	Summit X670 fan module BF	Fan module for Summit X670 series switches BacktoFront airflow spare	1 Year Warranty	
17115	Summit	FAN ASSY1x229.2CFM12FB	X870 Fan Module FronttoBack airflow	1 Year Warranty	
17116	Summit	FAN ASSY1x229.2CFM12BF	X870 Fan Module BacktoFront airflow	1 Year Warranty	
17121	Summit	VIM340G4X	VIM340G4X 4 40GBASEX QSFP+ ports module for Summit X650/X480	1 Year Warranty	
17122	Summit	VIM440G4X	VIM440G4X 4 40GBASEX QSFP+ ports module for Summit X670V	1 Year Warranty	

17131	Summit	Summit X670 Series Core License	ExtremeXOS Core License Summit X670 Series	Software Warranty	
17133	Summit	Summit X670 MPLS Feature Pack	ExtremeXOS MPLS Feature Pack for Summit X670 series switches	Software Warranty	
17134	Summit	Summit X670 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for Summit X670 series switches	Software Warranty	
17135	Summit	X670 Multimedia(AVB) Feature Pck	ExtremeXOS Audio Video Bridging Feature Pack for Summit X670 series switches	Software Warranty	
17136	Summit	X670G2 Timing 1588 PTP	ExtremeXOS Network Timing Feature Pack for Summit X670G2 enables 1588v2 PTP (Precision Time Protocol)	Software Warranty	
17137	Summit	X670G2 EXOS MACsec Feature Pack	ExtremeSwitching X670G2 EXOS MACsec Feature Pack. Enables MACsec for use with ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
17138	Summit	X690 EXOS MACsec Feature Pack	ExtremeSwitching X690 EXOS MACsec Feature Pack. Enables MACsec for use with ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
17139	Summit	X590 EXOS MACsec Feature Pack	ExtremeSwitching X590 EXOS MACsec Feature Pack. Enables MACsec for use with ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
17201	Summit	Summit X670V48tFBAC	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 2 FronttoBack 550W AC	1 Year Warranty	

			power supplies FronttoBack airflow fans		
17202	Summit	Summit X670V48tBFAC	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 2 BacktoFront 550W AC power supplies BacktoFront airflow fans	1 Year Warranty	
17203	Summit	Summit X670V48tFBDC	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 2 FronttoBack 550W DC power supplies FronttoBack airflow fans	1 Year Warranty	
17204	Summit	Summit X670V48tBFDC	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 2 BacktoFront 550W DC power supplies BacktoFront airflow fans	1 Year Warranty	
17205	Summit	Summit X670V48tFBMIX	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 1 FronttoBack 550W AC	1 Year Warranty	

			power supply 1 FronttoBack 550W DC power supply FronttoBack airflow fans		
17206	Summit	Summit X670V48tBFMIX	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 1 BacktoFront 550W AC power supply 1 BacktoFront 550W DC power supply BacktoFront airflow fans	1 Year Warranty	
17300	Summit	Summit X670G272xBaseUnit	72 10GBASEX SFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot and 5 unpopulated fan airflow slots	1 Year Warranty	
17310	Summit	Summit X670G248x4qBaseUnit	48 10GBASEX SFP+ and 4 40GBASEX QSFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot and 3 unpopulated fan airflow slots	1 Year Warranty	
17350	Summit	X69048x2q4c	X690 base unit with 48 1Gb/10Gb SFP+ ports 2 10Gb/40Gb QSFP+ ports 4 10Gb/25Gb/40Gb/50Gb/100Gb capable QSFP28 ports 2 unpopulated power supplies slots 6 unpopulated fan module slots ExtremeXOS Advanced Edge License	1 Year Warranty	
17360	Summit	X69048t2q4c	X690 base unit with 48 1Gb/10GBASET ports 2 10Gb/40Gb QSFP+ ports 4 10Gb/25Gb/40Gb/50Gb/1	1 Year Warranty	

			00Gb capable QSFP28 ports 2 unpopulated power supplies slots 6 unpopulated fan module slots ExtremeXOS Advanced Edge License		
17401	Summit	X62016xBase	X620 16 100Mb/1Gb/10GBASEX SFP+ ports 2 unpopulated power supply slots 1 unpopulated Fan Module slot ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17402	Summit	X62016tBase	X620 12 100Mb/1Gb/10GBASET ports with EEE 4 100Mb/1Gb/10GBASET with EEE shared with 4 1Gb/10GBASEX SFP+ ports 2 unpopulated power supply slots 1 unpopulated Fan Module slot ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17403	Summit	X62016pBase	X620 12 100Mb/1Gb/2.5Gb/5Gb/10GBASET PoE (8 PoE++ and 4 PoE+) and EEE 4 100Mb/1Gb/10GBASET PoE+ and EEE shared with 4 1Gb/10GBASEX SFP+ ports 2 unpopulated power supply slots 1 unpopulated Fan Module slot ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17404	Summit	X62010xBase	X620 10 100Mb/1Gb/10GBASEX SFP+ ports integrated power supply and fans ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
17405	Summit	X6208t2xBase	X620 8 100Mb/1Gb/10GBASET with EEE and 2 100Mb/1Gb/10GBASEX SFP+ ports integrated power supply and fans ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17431	Summit	X620 Edge to Adv Edge License	ExtremeXOS Advanced Edge License for X620	Software Warranty	
17433	Summit	X620 Multimedia(AVB) FeaturePck	ExtremeXOS AVB (Audio Video Bridging) Feature Pack for X620	Software Warranty	
17434	Summit	X620 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for X620	Software Warranty	
17435	Smart OmniEdge Switching	X620 EXOS MACsec Feature Pack	ExtremeSwitching X620 EXOS MACsec Feature Pack. Enables MACsec for use with ExtremeSwitching LRM/MACsec Adapter	Software Warranty	
17701	Summit	Summit X77032qFBAC	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 2 FronttoBack 550W AC power supplies 5 FronttoBack airflow fan modules	1 Year Warranty	
17702	Summit	Summit X77032qBFAC	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 2 BacktoFront 550W AC power supplies 5 BacktoFront airflow fan modules	1 Year Warranty	
17703	Summit	Summit X77032qFBDC	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 2 FronttoBack 550W DC	1 Year Warranty	

			power supplies 5 FronttoBack airflow fan modules		
17704	Summit	Summit X77032qBFDC	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 2 BacktoFront 550W DC power supplies 5 BacktoFront airflow fan modules	1 Year Warranty	
17705	Summit	Summit X77032qFBMIX	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 1 FronttoBack 550W AC power supply 1 FronttoBack 550W DC power supply 5 FronttoBack airflow fan modules	1 Year Warranty	
17706	Summit	Summit X77032qBFMIX	32 40GBASEX QSFP+ ports (unpopulated) ExtremeXOS Advanced Edge License 1 BacktoFront 550W AC power suppy 1 BacktoFront 550W DC power suppy 5 BacktoFront airflow fan modules	1 Year Warranty	
17725	Summit	Summit X770 Series Core License	ExtremeXOS Core License Summit X770 Series	Software Warranty	
17726	Summit	Summit X770 MPLS Feature Pck	ExtremeXOS MPLS Feature Pack for Summit X770 series switches	Software Warranty	
17727	Summit	Summit X770 OpenFlow FeaturePack	ExtremeXOS SDN OpenFlow Feature Pack for Summit X770 series switches	Software Warranty	
17728	Summit	X770 Multimedia(AVB) Feature Pck	ExtremeXOS Audio Video Bridging Feature Pack for Summit X770 series switches	Software Warranty	

17729	Summit	Summit X770 Timing 1588 PTP	ExtremeXOS Network Timing Feature Pack for Summit X770 enables 1588v2 PTP (Precision Time Protocol)	Software Warranty	
17800	Summit	X87032cBase	X87032c Base unit 32 10Gb/25Gb/40Gb/50Gb/100Gb QSFP28 ports unpopulated ExtremeXOS Advanced Edge License 2 unpopulated power supply slots 6 unpopulated fan module slots	1 Year Warranty	
17810	Summit	X87096x8cBase	X87096x8c Base unit 96 10Gb ports on 24 QSFP28 ports unpopulated 8 10Gb/25Gb/40Gb/50Gb/100Gb QSFP28 ports unpopulated ExtremeXOS Advanced Edge License 2 unpopulated power supply slots 6 unpopulated fan module slots	1 Year Warranty	
17825	Summit	X870 Core License	ExtremeXOS X870 Series Core License	Software Warranty	
17826	Summit	X870 Openflow License	ExtremeXOS X870 OpenFlow Feature Pack	Software Warranty	
17828	Summit	X870 MPLS License	ExtremeXOS X870 MPLS License	Software Warranty	
17830	Summit	X87096x8c 6 port Speed Lic	ExtremeXOS X87096x8c Port Speed License upgrades 6 ports to 10Gb/25Gb/40Gb/50Gb/100Gb support	Software Warranty	
18001	Wireless	16502 X4408P 15761 AP4511 US06	Wireless Bundle consisting of Qty 1 X4408p and Qty 6 Altitude 4511 AP US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18002	Wireless	16502 X4408P 15762 AP4511 WW06	Wireless Bundle consisting of Qty 1 X4408p and Qty 6	Limited Lifetime Warranty	06/30/2020

			Altitude 4511 AP Worldwide regulatory domain	with express Advanced Hardware Replacement	
18003	Wireless	16504 X44024P 15761 AP4511 US12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4511 AP US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18004	Wireless	16504 X44024P 15762 AP4511 WW12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4511 AP Worldwide regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18005	Wireless	16504 X44024P 15783 AP4021i US12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021i AP US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18006	Wireless	16504 X44024P 15784 AP4021i WW12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021i AP Worldwide regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18007	Wireless	16504 X44024P 15785 AP4021e US12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021e AP	Limited Lifetime Warranty with	06/30/2020

			including Qty 48 Antennas US regulatory domain	express Advanced Hardware Replacement	
18008	Wireless	16504 X44024P 15788 AP4021e WW12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021e AP including Qty 48 Antennas Worldwide regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18009	Wireless	16506 X44048P 15761 AP4511 US12	Wireless Bundle consisting of Qty 1 X44048p and Qty 12 Altitude 4511 AP US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18010	Wireless	16506 X44048P 15762 AP4511 WW12	Wireless Bundle consisting of Qty 1 X44048p and Qty 12 Altitude 4511 AP Worldwide regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18011	Wireless	16506 X44048P 15764 AP4532i US6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532i AP US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18012	Wireless	16506 X44048P 15765 AP4532i WW6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532i AP	Limited Lifetime Warranty with express	06/30/2020

			Worldwide regulatory domain	Advanced Hardware Replacement	
18013	Wireless	16506 X44048P 15767 AP4532e US6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532e AP including Qty 36 Antennas US regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18014	Wireless	16506 X44048P 15768 AP4532e WW6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532e AP including Qty 36 Antennas Worldwide regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18015	Wireless	16502 X4408P 15782 AP4511 EU06	Wireless Bundle consisting of Qty 1 X4408p and Qty 6 Altitude 4511 AP European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18016	Wireless	16504 X44024P 15782 AP4511 EU12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4511 AP European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18017	Wireless	16504 X44024P 15804 AP4021i EU12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021i AP European Union regulatory domain	Limited Lifetime Warranty with express Advanced	06/30/2020

				Hardware Replacement	
18018	Wireless	16504 X44024P 15808 AP4021e EU12	Wireless Bundle consisting of Qty 1 X44024p and Qty 12 Altitude 4021e AP including Qty 48 Antennas European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18019	Wireless	16506 X44048P 15782 AP4511 EU12	Wireless Bundle consisting of Qty 1 X44048p and Qty 12 Altitude 4511 AP European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18020	Wireless	16506 X44048P 15798 AP4532i EU6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532i AP European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18021	Wireless	16506 X44048P 15799 AP4532e EU6	Wireless Bundle consisting of Qty 1 X44048p and Qty 6 Altitude 4532e AP including Qty 36 Antennas European Union regulatory domain	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
18101	VPE	V40024t10GE2	V400 Series 24 10/100/1000BASET 2 1000/10GBaseX unpopulated SFP+ ports fixed power supply and fan	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement	
18102	VPE	V40024p10GE2	V400 Series 24 10/100/1000BASET PoE+ 2 1000/10GBaseX unpopulated SFP+ ports fixed power supply and fans	Limited Lifetime Warranty with express Advanced Hardware Replacement	
18103	VPE	V40048t10GE4	V400 Series 48 10/100/1000BASET 4 1000/10GBaseX unpopulated SFP+ ports fixed power supply and fan	Limited Lifetime Warranty with express Advanced Hardware Replacement	
18104	VPE	V40048p10GE4	V400 Series 48 10/100/1000BASET PoE+ 4 1000/10GBaseX unpopulated SFP+ ports fixed power supply and fans	Limited Lifetime Warranty with express Advanced Hardware Replacement	
18201	VPE	VXRPSCH3	VX 3 Slot Redundant Power Supply Shelf	Limited Lifetime Warranty with express Advanced Hardware Replacement	
18202	VPE	VXRPS1000	VX 1000W Redundant Power Supply	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement	
27001	Network Management	ECASW	ExtremeManagement ExtremeControl ExtremeAnalytics Subscription License. Requires associated service for each managed network device and/or user.	Software Warranty	
30135	IdentiFi Wireless	WSC35 WIRELESS APPLIANCE	WSC35 WLAN Appliance. Manages 50 Access Points expandable to 125 in 1 or 16 AP increments. Requires Regulatory Domain Key	1 Year Warranty	
30136	IdentiFi Wireless	WSC5215 WLAN CONTROLLER	WSC5215 WLAN Appliance. Manages 100 Access Points expandable to 1000 in 25 or 100 AP increments. Requires Regulatory Domain Key.	1 Year Warranty	
30137	IdentiFi Wireless	E1120	ExtremeCloud Appliance E1120 expandable to 125 APs/Defenders and 50 Switches (Requires Separate Activation Key)	1 Year Warranty	
30138	IdentiFi Wireless	E2120	ExtremeCloud Appliance E2120 expandable to 2000 APs/Defenders and 800 Switches (Requires Separate Activation Key)	1 Year Warranty	
30139	Smart OmniEdge Wireless	E3120	ExtremeCloud Appliance E3120 expandable to 5000 APs/Defenders and 1000 Switches (Requires Separate Activation Key)	1 Year Warranty	
30311	IdentiFi Wireless	WSREG10PFCC	V10 Regulatory Domain Key for FCC domain (For following countries US Puerto Rico Colombia). Enables WLAN appliances and access points with appropriate RF settings for the country.	Software Warranty	

30312	IdentiFi Wireless	WSREG10PROW	V10 Regulatory Domain Key for ROW domain (For Rest of World). Enables WLAN appliances and access points with appropriate RF settings for the country.	Software Warranty	
30313	IdentiFi Wireless	WSV211010FCC	V2110 V10 Virtual Wireless Appliance for FCC domain (For following countries US Puerto Rico Colombia). Base of 8 APs expandable to 525 APs in 1 or 16 AP increments includes 2 free Radar licenses.	Software Warranty	
30314	IdentiFi Wireless	WSV211010ROW	V2110 V10 Virtual Wireless Appliance for ROW regulatory domain (For Rest of World). Base of 8 APs expandable to 525 APs in 1 or 16 AP increments includes 2 free Radar licenses.	Software Warranty	
30315	IdentiFi Wireless	WSREG10PBASE	V10 Base Key to be used with appliances managing 3900 series or higher series access points. Enables WLAN appliances and access points with appropriate RF settings for the country	Software Warranty	
30316	IdentiFi Wireless	WSV211010BASE	V10 Base Key to be used with V2110 virtual appliance managing 3900 series or higher series access points. Base of 8 APs expandable to 525 APs in 1 or 16 AP increments includes 2 free Radar licenses.	Software Warranty	
30320	IdentiFi Wireless	ExtremeWireless V2110 V10 Reg Key EGYPT	PRDVEGY ExtremeWireless V10 Regulatory Key for	Software Warranty	

			V2110 Virtual Appliances for Egypt		
30321	IdentiFi Wireless	ExtremeWireless V10 Reg Key EGYPT	PRDKEGY ExtremeWireless V10 Regulatory Key for Hardware Appliances for Egypt	Software Warranty	
30323	IdentiFi Wireless	Activation Key (V4)	ExtremeCloud Appliance Physical Appliance V4 Activation Key	Software Warranty	
30324	IdentiFi Wireless	Activation Key (V4) Virtual	ExtremeCloud Virtual Appliance Activation Key (Except Egypt). Applies to VE6120 or VE6125. Activation capacity purchased separately.	Software Warranty	
30325	IdentiFi Wireless	Activation Key (V4) for Egypt	ExtremeCloud Appliance Physical Appliance V4 Activation Key for EGYPT ONLY	Software Warranty	
30326	IdentiFi Wireless	Activation Key (V4) Virtual EGY	ExtremeCloud Virtual Appliance Activation Key for Egypt. Applies to VE6120 or VE6125. Activation capacity purchased separately.	Software Warranty	
30327	IdentiFi Wireless	5 Device Adoption	ExtremeCloud Appliance 5 Device Adoption License (Requires Subscription Purchase 9700330327 or 9560330327)	Software Warranty	
30328	IdentiFi Wireless	25 Device Adoption	ExtremeCloud Appliance 25 Device Adoption License (Requires Subscription Purchase 9700330328 or 9560330328)	Software Warranty	
30329	IdentiFi Wireless	100 Device Adoption	ExtremeCloud Appliance 100 Device Adoption License (Requires Subscription Purchase 9700330329 or 9560330329)	Software Warranty	
30330	IdentiFi Wireless	500 Device Adoption	ExtremeCloud Appliance 500 Device Adoption	Software Warranty	

			License (Requires Subscription Purchase 9700330330 or 9560330330)		
30331	IdentiFi Wireless	2000 Device Adoption	ExtremeCloud Appliance 2000 Device Adoption License (Requires Subscription Purchase 9700330331 or 9560330331)	Software Warranty	
30350	IdentiFi Wireless	XCA 5 Dev Adoption Perm License	ExtremeCloud Appliance 5 device permanent adoption license	Software Warranty	
30351	IdentiFi Wireless	XCA 25 Dev Adoption Perm License	ExtremeCloud Appliance 25 device permanent adoption license	Software Warranty	
30352	IdentiFi Wireless	XCA 100 Dev Adoption Perm License	ExtremeCloud Appliance 100 device permanent adoption license	Software Warranty	
30353	IdentiFi Wireless	XCA 500 Dev Adoption Perm License	ExtremeCloud Appliance 500 device permanent adoption license	Software Warranty	
30354	IdentiFi Wireless	XCA 2000 Dev Adoption Perm License	ExtremeCloud Appliance 2000 device permanent adoption license	Software Warranty	
30512	WiNG Wireless	WSPSI12VMR2 12V PWR SPLY	Multi region 12V Indoor External Power Supply	1 Year Warranty Wing	
30513	IdentiFi Wireless	WSMBIWALL03 WALL MTG BRKT	Indoor wall mounting bracket for AP3935i/e	1 Year Warranty	
30514	WiNG Wireless	WSMBOART01 Articulating Mtg Brkt	Outdoor articulating mounting bracket for AP3965i/e	1 Year Warranty	
30515	IdentiFi Wireless	WSMBWALLEXT01	Wall mounting bracket extension for indoor and outdoor directional service antennas	1 Year Warranty	
30516	WiNG Wireless	WSMBIWALL04 Wall Mtg Brkt	Indoor wall mounting bracket for AP3916ic	1 Year Warranty	
30517	WiNG Wireless	WSEIO01 AP Enclosure	Indoor/Outdoor AP enclosure for underseat install	1 Year Warranty	
30518	WiNG Wireless	WSMBIDCMTR01	Drop Ceiling MultiT Rail Bracket. Accommodates 9/16 15/16 and 1.5 wide Tbars	1 Year Warranty	

30519	WiNG Wireless	WSMBOH01 HTYPE MTG BRKT	Outdoor HType mounting bracket for AP3917i/e or AP 7662 i/e	1 Year Warranty	
30520	WiNG Wireless	WSMBOPOLE01 POLE MTG BRKT	Outdoor Pole mounting bracket for AP3917i/e or AP 7662 i/e	1 Year Warranty	
30521	IdentiFi Wireless	WSMBIWALL05 DESK MTG BRKT	Wall and Desk offset mounting bracket for AP3912i	1 Year Warranty	
30522	IdentiFi Wireless	WSPSI750W01	750W redundant power supply for network appliances (validate supported model numbers before ordering)	1 Year Warranty	
30524	WiNG Wireless	WSEIO02 Silicone Rubber Kit	Silicone Rubber Chamfer Gasket Kit for WSEIO01 AP Enclosure	1 Year Warranty	
30525	WiNG Wireless	WSCABRJ45FLT01	300mm Ethernet extension cable with RJ45 receptaclefor AP3915i or WSMBIWALL05	1 Year Warranty	
30527	Smart OmniEdge Wireless	WSPSI1100W01	1100W Redundant Power Supply for E3120	1 Year Warranty	
30702	IdentiFi Wireless	WSAIDQ05120 5DBI 120DEG SECTOR	Indoor 2.32.7/4.96.1GHz 4feed 5dBi 120 degree sector antenna with standard RPSMAtype plug connector	1 Year Warranty	
30703	IdentiFi Wireless	WSAI5Q04060 4dbi 60deg Sector	Indoor 4.96.1GHz 4feed 4dBi 60 degree sector antenna with standard RPSMAtype plug	1 Year Warranty	
30704	IdentiFi Wireless	WSAI2Q05060 5dbi 60deg Sector	Indoor 2.32.7GHz 4feed 5dBi 60 degree sector antenna with standard RPSMAtype plug connector	1 Year Warranty	
30705	IdentiFi Wireless	WSAIDE07025 6.5/5DBI 25DEG SECTOR	Indoor 2.4GHz/5GHz eight feed 6.5/5.5dBi 25 degree sector antenna with standard RPSMAtype plug connector	1 Year Warranty	
30706	IdentiFi Wireless	WSAI5Q05025 5DBI 25DEG SECTOR	Indoor 5GHz four feed 5dBi 25 degree sector	1 Year Warranty	

			antenna with RPSMAtype plug connector		
30707	IdentiFi Wireless	WSAIDE10055 10/6DBI 55DEG SECTOR	Indoor 2.4GHz/5GHz eight feed 10/6dBi 55 degree sector antenna with standard RPSMAtype plug connector	1 Year Warranty	
30709	IdentiFi Wireless	WSANT2DIP4 DIPOLE	Indoor 2.4GHz dipole antenna (4pack)	1 Year Warranty	
30710	IdentiFi Wireless	WSANT5DIP4 DIPOLE	Indoor 5GHz dipole antenna(4pack)	1 Year Warranty	
30711	IdentiFi Wireless	WSAODQ05120N 5DBI 120DEG SECTOR	Outdoor 2.32.7/4.96.1GHz 4feed 5dBi 120 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30712	IdentiFi Wireless	WSAO5Q04060N 4dBi 60deg Sector	Outdoor 4.96.1GHz 4feed 4dBi 60 degree sector antenna with standard Ntype plug	1 Year Warranty	
30713	IdentiFi Wireless	WSAO2Q05060N 5dbi 60deg Sector	Outdoor 2.32.7GHz 4feed 5dBi 60 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30714	IdentiFi Wireless	WSAODE07025N 6.5/5DBI 25DEG SECTOR	Outdoor 2.4GHz/5GHz eight feed 6.5/5.5dBi 25 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30715	IdentiFi Wireless	WSAODE13025N 13/11DBI 25DEG SECTOR	Outdoor 2.4GHz/5GHz eight feed 13/11dBi 25 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30716	IdentiFi Wireless	WSAO5Q05025N 5DBI 25DEG SECTOR	Outdoor 5GHz four feed 5dBi 25 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30717	IdentiFi Wireless	WSAO5Q11025N 11DBI 25DEG SECTOR	Outdoor 5GHz four feed 11 dBi 25 degree sector antenna with standard Ntype plug connector	1 Year Warranty	
30718	IdentiFi Wireless	WSAODE10055N 10/6DBI 55DEG SECTOR	Outdoor 2.4GHz/5GHz eight feed 10/6dBi 55 degree sector antenna with	1 Year Warranty	

			standard Ntype plug connector		
30720	IdentiFi Wireless	WSAODE07100N 7dbi 100deg Panel	Outdoor 2.42.5/5.155.875GHz Eightfeed 7dBi 100 degree panel antenna with standard Ntype plug connector	1 Year Warranty	
30724	WiNG Wireless	WSAODQ04360N 4DBI OMNI	Outdoor 2.42.5/5.155.875GHz 4dBi Omni antenna with standard Ntype plug connector	1 Year Warranty	
30912	IdentiFi Wireless	WSAP3805iFCC	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 1 access point with four internal antenna array. Available in the US Puerto Rico and Colombia.	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
30913	IdentiFi Wireless	WSAP3805iROW	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 1 access point with four internal antenna array. Not available in the US Puerto Rico nor Colombia verify country availability before ordering	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
31012	IdentiFi Wireless	WSAP3935iFCC	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Indoor wave2 access point with eight internal antenna array and active/active E/N data ports. Restricted Regulatory Domain FCC (For following countries US Puerto Rico Colombia)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31013	IdentiFi Wireless	WSAP3935iROW	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Indoor wave2 access point with eight	Limited Lifetime Warranty with	

			internal antenna array and active/active E/N data ports. Restricted Regulatory Domain Rest of World	express Advanced Hardware Replacement-2	
31014	IdentiFi Wireless	WSAP3935eFCC	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Indoor wave2 access point with eight reverse polarity SMA connectors (4 connectors per band) for external antenna array and active/active E/N data ports. Restricted Regulatory Domain FCC (For following countries US Puerto Rico Colombia)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31015	IdentiFi Wireless	WSAP3935eROW	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Indoor wave2 access point with eight reverse polarity SMA connectors (4 connectors per band) for external antenna array and active/active E/N data ports. Restricted Regulatory Domain Rest of World	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31016	IdentiFi Wireless	WSAP3965iFCC	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Outdoor wave2 access point with eight internal antenna array and active/active E/N data ports. Restricted Regulatory Domain FCC (For following countries US Puerto Rico Colombia)	1 Year Warranty	
31017	IdentiFi Wireless	WSAP3965iROW	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Outdoor wave2 access point with eight	1 Year Warranty	

			internal antenna array and active/active E/N data ports. Restricted Regulatory Domain Rest of World		
31018	IdentiFi Wireless	WSAP3965eFCC	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Outdoor wave2 access point with eight Ntype jack connectors (4 connectors per band) for external antenna array and active/active E/N data ports. Restricted Regulatory Domain FCC (For following countries US Puerto Rico Colombia)	1 Year Warranty	
31019	IdentiFi Wireless	WSAP3965eROW	Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Outdoor wave2 access point with eight Ntype jack connectors (4 connectors per band) for external antenna array and active/active E/N data ports. Restricted Regulatory Domain Rest of World	1 Year Warranty	
31020	IdentiFi Wireless	WSAP3935iIL	ExtremeWireless Dual band Dual Radio 802.11ac/abgn 4x44 MIMO Indoor wave2 access point with eight internal antenna array and active/active E/N data ports. Restricted Regulatory Domain Israel	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31025	IdentiFi Wireless	WSAP3912iFCC	Wallplate Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array. Available in the US	Limited Lifetime Warranty with express Advanced Hardware	

			Puerto Rico and Colombia.	Replacement-2	
31026	IdentiFi Wireless	WSAP3912iROW	Wallplate Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array. Verify country availability before ordering not available in the US Puerto Rico nor Colombia.	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31028	IdentiFi Wireless	WSAP3915iFCC	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array and integrated BTLE/802.15.4 radio. Available in the US Puerto Rico and Colombia.	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31029	IdentiFi Wireless	WSAP3915iROW	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array and integrated BTLE/802.15.4 radio. Verify country availability before ordering NOT available in the US Puerto Rico nor Colombia.	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31031	IdentiFi Wireless	WSAP3915eFCC	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with three external antenna ports and integrated BTLE/802.15.4 radio. Available in the US Puerto Rico and Colombia.	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
31032	IdentiFi Wireless	WSAP3915eROW	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point w/ 3	Limited Lifetime Warranty with	

			external antenna ports integrated BTLE/802.15.4 radio. Verify country availability before ordering NOT available in US Puerto Rico or Columbia.	express Advanced Hardware Replacement-2	
31034	IdentiFi Wireless	WSAP3916icFCC	AP + Video Camera Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array and integrated BTLE/802.15.4 radio. Available in the US Puerto Rico and Colombia.	1 Year Warranty	
31035	IdentiFi Wireless	WSAP3916icROW	AP + Video Camera Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Indoor Wave 2 access point with four internal antenna array and integrated BTLE/802.15.4 radio. Verify country availability before ordering NOT available in the US Puerto Rico nor Colombia.	1 Year Warranty	
31050	IdentiFi Wireless	WSAP3917iFCC	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Outdoor Wave 2 access point with four internal antenna array. Available in the US Puerto Rico and Colombia.	1 Year Warranty	
31051	IdentiFi Wireless	WSAP3917iROW	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Outdoor Wave 2 access point with four internal antenna array. Verify country availability before ordering not available in	1 Year Warranty	

			the US Puerto Rico Colombia nor Israel.		
31055	IdentiFi Wireless	WSAP3917eFCC	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Outdoor Wave 2 access point with four external antenna ports. Available in the US Puerto Rico and Colombia.	1 Year Warranty	
31056	IdentiFi Wireless	WSAP3917eROW	Cloudready Dual band Dual Radio 802.11ac/abgn 2x22 MIMO Outdoor Wave 2 access point with four external antenna ports. Verify country availability before ordering not available in the US Puerto Rico Colombia nor Israel.	1 Year Warranty	
32216	WiNG Wireless	WSMBVVMM Vehicle Bracket	Vehicle Mounted Modem Bracket	1 Year Warranty	
36502	Smart OmniEdge Wireless	LBSBLE2AP	Bluetooth beacon 2alkaline batteries fully provisioned	No Warranty	
36504	Smart OmniEdge Wireless	LBSBLE2LP	Bluetooth beacon 2lithium batteries fully provisioned	No Warranty	
36506	Smart OmniEdge Wireless	LBSBLE4AP	Bluetooth beacon 4 alkaline batteries fully provisioned	No Warranty	
36508	Smart OmniEdge Wireless	LBSBLE4LP	Bluetooth beacon 4 lithium batteries fully provisioned	No Warranty	
36510	Smart OmniEdge Wireless	LBSBLEUSBP	Bluetooth beacon USB fully provisioned	No Warranty	
36511	Smart OmniEdge Wireless	LBSBLE2AU8	Bluetooth beacon 2alkaline batteries not provisioned (8Pack)	No Warranty	
36513	Smart OmniEdge Wireless	LBSBLE2LU8	Bluetooth beacon 2lithium batteries not provisioned (8Pack)	No Warranty	

36515	Smart OmniEdge Wireless	LBSBLE4AU8	Bluetooth beacon 4 alkaline batteries not provisioned (8Pack)	No Warranty	
36517	Smart OmniEdge Wireless	LBSBLE4LU8	Bluetooth beacon 4 lithium batteries not provisioned (8Pack)	No Warranty	
36519	Smart OmniEdge Wireless	LBSBLEUSBU100	Bluetooth beacon USB not provisioned (100Pack)	No Warranty	
37101	WiNG Wireless	AP7612680B30US	802.11ac Wallplate Wedge MUMIMO 2x22 Dual radio internal antenna Domain United States Puerto Rico	Limited Lifetime Warranty Wing	
37102	WiNG Wireless	AP7612680B30WR	802.11ac Wallpate Wedge MUMIMO 2x22 Dual radio internal antenna Domain Canada Colombia EMEA Rest of World	Limited Lifetime Warranty Wing	
37103	WiNG Wireless	AP7612680B30EG	WiNG 802.11ac Wallpate Wedge Wave 2 2x22 Dual radio internal antenna Domain Egypt	Limited Lifetime Warranty Wing	
37111	WiNG Wireless	AP7632680B30US	WiNG 802.11ac Indoor Wave 2 MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgninternal antenna Domain United States Puerto Rico	Limited Lifetime Warranty Wing	
37112	WiNG Wireless	AP7632680B30WR	WiNG 802.11ac Indoor Wave 2MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgn internal antenna Domain Canada Colombia EMEA Rest of World	Limited Lifetime Warranty Wing	
37113	WiNG Wireless	AP7632680B40US	WiNG 802.11ac Indoor Wave 2 MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgnexternal antenna Domain United States Puerto Rico	Limited Lifetime Warranty Wing	
37114	WiNG Wireless	AP7632680B40WR	WiNG 802.11ac Indoor Wave 2MUMIMO Access	Limited Lifetime	

			Point 2x22 Dual Radio 802.11ac/abgnexternal antenna Domain Canada Colombia EMEA Rest of World	Warranty Wing	
37115	WiNG Wireless	AP7632680B30EG	WiNG 802.11ac Indoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgninternal antenna Domain Egypt	Limited Lifetime Warranty Wing	
37116	WiNG Wireless	AP7632680B40EG	WiNG 802.11ac Indoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgnexternal antenna Domain Egypt	Limited Lifetime Warranty Wing	
37117	WiNG Wireless	AP7632680B30IL	WiNG 802.11ac Indoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgninternal antenna Domain Israel	Limited Lifetime Warranty Wing	
37121	WiNG Wireless	AP7662680B30US	WiNG 802.11ac Outdoor Wave 2 MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgninternal antenna Domain United States Puerto Rico	1 Year Warranty Wing	
37122	WiNG Wireless	AP7662680B30WR	WiNG 802.11ac Outdoor Wave 2MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgn internal antenna DomainCanada Colombia EMEA Rest of World	1 Year Warranty Wing	
37123	WiNG Wireless	AP7662680B40US	WiNG 802.11ac Outdoor Wave 2 MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgnexternal antenna Domain United States Puerto Rico	1 Year Warranty Wing	
37124	WiNG Wireless	AP7662680B40WR	WiNG 802.11ac Outdoor Wave 2 MUMIMO Access Point 2x22 Dual Radio 802.11ac/abgnexternal	1 Year Warranty Wing	

			antenna Domain Colombia EMEA Rest of World		
37129	WiNG Wireless	AP7662680B40EG	WiNG 802.11ac Outdoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgnexternal antenna Domain Egypt	1 Year Warranty Wing	
37130	WiNG Wireless	AP7662680B30IL	WiNG 802.11ac Outdoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgn Internal antenna Domain Israel	1 Year Warranty Wing	
37201	WiNG Wireless	Mounting Plate for Indoor APs	Mounting Plate for Indoor APs	1 Month Warranty Wing	
37210	WiNG Wireless	Flat Metal Indoor Bracket	Flat Metal Indoor Bracket	1 Month Warranty Wing	
37211	WiNG Wireless	WSMBIDCFLUSH	Drop Ceiling Flat Tile Tbar Bracket. Accommodates 9/16 15/16 and 1.5 wide Tbars	1 Month Warranty Wing	
37215	WiNG Wireless	PWR 12VDC 2A 2.5mm x 5.5mm connector	PWR 12VDC 2A 2.5mm x 5.5mm connector. Global AC plugs included	1 Month Warranty Wing	
37219	Smart OmniEdge Wireless	PWR 12VDC 3A 2.5mm x 5.5mm connector	PWR 12VDC 3A 2.5mm x 5.5mm connector. Global AC plugs included	1 Year Warranty	
37421	WiNG Wireless	EGuestLIC1AP	ExtremeGuest Analytics License for 1AP	Software Warranty	
37422	WiNG Wireless	EGuestLIC5AP	ExtremeGuest Analytics License for 5APs	Software Warranty	
37423	WiNG Wireless	EGuestLIC10AP	ExtremeGuest Analytics License for 10APs	Software Warranty	
37424	WiNG Wireless	EGuestLIC50AP	ExtremeGuest Analytics License for 50APs	Software Warranty	
37425	WiNG Wireless	EGuestLIC100AP	ExtremeGuest Analytics License for 100APs	Software Warranty	
37426	WiNG Wireless	EGuestLIC500AP	ExtremeGuest Analytics License for 500APs	Software Warranty	
37427	WiNG Wireless	EGuestLIC1000AP	ExtremeGuest Analytics License for 1000APs	Software Warranty	
37428	WiNG Wireless	EGuestLIC2000AP	ExtremeGuest Analytics License for 2000APs	Software Warranty	

39016	Subscription	Cloud WLAN Mgmt FCC Reg Domain	Cloud WLAN V10 Subscription Licenses for Management Control and BYOD FCC Regulatory Domain (Used for Mixed 37XX/38XX/39XX Deployments Restricted to Qualified Partners)	Software Warranty	
39017	Subscription	Cloud WLAN Mgmt ROW Domain	Cloud WLAN V10 Subscription Licenses for Management Control and BYOD ROW Regulatory Domain (Used for Mixed 37XX/38XX/39XX Deployments Restricted to Qualified Partners)	Software Warranty	
39018	Subscription	Cloud WLAN Mgmt Base	Cloud WLAN V10 Base Subscription Licenses for Management Control and BYOD Worldwide (Only used with 39XX deployments Restricted to Qualified Partners)	Software Warranty	
39021	IdentiFi Wireless	802.11ac Wave 2 Wireless Demo Bundle FCC	Extreme Networks 802.11ac Wave 2 440G2 Partner DemoKit for US Puerto Rico and Colombia	1 Year Warranty	12/30/2024
39022	IdentiFi Wireless	802.11ac Wave 2 Wireless Demo Bundle EU	Extreme Networks 802.11ac Wave 2 440G2 Partner DemoKit for the European Union (EU)	1 Year Warranty	07/25/2023
39023	IdentiFi Wireless	802.11ac Wave 2 Wireless Demo Bundle ROW	Extreme Networks 802.11ac Wave 2 440G2 Partner DemoKit for Rest of World including EMEA	1 Year Warranty	12/30/2024
39031	IdentiFi Wireless	WSAP3805i2x1	Limited time 2 for 1 promotion for the AP3805i (verify country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023

39032	IdentiFi Wireless	WSAP3825i2x1	Limited time 2 for 1 promotion for the AP3825i (verify country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
39033	IdentiFi Wireless	WSAP3805iFCC2x1	Limited time 2 for 1 promotion for the AP3805iFCC (available in the US Puerto Rico and Colombia)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/20/2023
39034	IdentiFi Wireless	WSAP3805iROW2x1	Limited time 2 for 1 promotion for the AP3805iROW (not available for the US Puerto Rico nor Colombia verify RestofWorld country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
39035	IdentiFi Wireless	WSAP3865e2x1	Limited time 2 for 1 promotion for the AP3865e (verify country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	03/31/2023
39036	IdentiFi Wireless	WSAP3912iFCC2x1	Limited time 2 for 1 promotion for the AP3912iFCC (available in the US Puerto Rico and Colombia)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/28/2024

39037	IdentiFi Wireless	WSAP3912iROW2x1	Limited time 2 for 1 promotion for the AP3912iROW (Not available in FCC region verify RestofWorld country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/28/2024
39038	IdentiFi Wireless	WSAP3935iFCC2x1	Limited time 2 for 1 promotion for the AP3935iFCC (available in the US Puerto Rico and Colombia)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/28/2023
39039	IdentiFi Wireless	WSAP3935iROW2x1	Limited time 2 for 1 promotion for the AP3935iROW (not available for the US Puerto Rico nor Colombia verify RestofWorld country availability before ordering)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/28/2023
39505	Smart OmniEdge Wireless	SA201	Defender Adapter 201 with two 10/100/1000 BASET ports (1 network port and 1 device port) power from POE/POE+ optional power adapter sold separately. Verify country availability before ordering.	1 Year Warranty	
39521	Smart OmniEdge Applications	Defender Lic for 10 End Systems	Defender License for 10 Protected End Systems	Software Warranty	
39522	Smart OmniEdge Applications	Defender Lic for 100 End Systems	Defender License for 100 Protected End Systems	Software Warranty	

39523	Smart OmniEdge Applications	Defender Lic for 1000 End Systems	Defender License for 1000 Protected End Systems	Software Warranty	
39524	Smart OmniEdge Applications	Defender Lic for 5000 End Systems	Defender License for 5000 Protected End Systems	Software Warranty	
39525	Smart OmniEdge Applications	Defender Lic for 10000 End Systems	Defender License for 10000 Protected End Systems	Software Warranty	
41011	BD 8K	BD 8810 10 Slot Chassis	BlackDiamond 8810 10Slot Chassis (Includes Fan Tray)	1 Year Warranty	06/30/2023
41012	BD 8K	BD 8806 6Slot Chassis	Black Diamond 8806 6Slot Chassis (Includes Fan Tray)	1 Year Warranty	06/30/2023
41050	BD 8K	BD 8806 600W/900W PSU	BD 8806 600W/900W 100240V PSU	1 Year Warranty	06/30/2023
41114	BD 8K	BD 8806 AC PSU Cover	BlackDiamond 8806 PSU cover (includes power cord retainer bracket)	1 Year Warranty	06/30/2023
41115	BD 8K	BD 8810 AC PSU Cover	BlackDiamond 8810 PSU cover (includes power cord retainer bracket)	1 Year Warranty	06/30/2023
41121	BD 8K	BD 8800 / BD 12800 Spare Blank Panel	BlackDiamond 12K / BlackDiamond 8800 Spare Blank Panel	1 Year Warranty	06/30/2023
41141	BD 8K	BD 8810 Mid Mount Kit	BlackDiamond 8810 Mid Mount Kit	1 Year Warranty	06/30/2023
41151	BD 8K	BD Cable Management Clip Kit	BlackDiamond Cable Management Clip Kit	1 Year Warranty	06/30/2023
41213	BD 8K	BD 8800 MSM48c	BlackDiamond 8800 Management Switch Module optional I/O port	1 Year Warranty	06/30/2023
41216	BD 8K	BD 8800MSM96	Management Switch Module	1 Year Warranty	06/30/2023
41231	BD 8K	BD 8900MSM128	Management Switch Module	1 Year Warranty	06/30/2023
41251	BD 8K	BD 8500MSM24	Management Switch Module	Limited Lifetime Warranty with express Advanced	03/04/2020

				Hardware Replacement	
41312	BD 8K	BD 8800 MPLS Feature Pack	ExtremeXOS MPLS Feature Pack for BlackDiamond 8800 series switches requires MSM128 8900XL interface modules and ExtremeXOS 12.5 (or greater)	Software Warranty	06/30/2023
41314	BD 8K	BD 8800 Core License	BlackDiamond 8800 ExtremeXOS Core Software Upgrade OpenFlow Feature Pack	Software Warranty	06/30/2023
41516	BD 8K	BD 8800 G48Te2	BlackDiamond 8800 48port 10/100/1000BASET RJ45 edge optional POE card	1 Year Warranty	06/30/2023
41517	BD 8K	BD 8800 G48Tc	BlackDiamond 8800 48port 10/100/1000BASET RJ45 optional POE card	1 Year Warranty	06/30/2023
41521	BD 8K	BD 8900G48Xxl	48port 1000BASEX SFP	1 Year Warranty	06/30/2023
41531	BD 8K	BD 8900G48Txl	48port 10/100/1000BASET RJ45	1 Year Warranty	06/30/2023
41532	BD 8K	BD 8900G96Tc	96port 10/100/1000BASET MRJ21	1 Year Warranty	06/30/2023
41543	BD 8K	BD 8800 G24Xc	BlackDiamond 8800 24port 1000BASEX miniGBIC	1 Year Warranty	06/30/2023
41544	BD 8K	BD 8800 G48Xc	BlackDiamond 8800 48port 1000BASEX miniGBIC	1 Year Warranty	06/30/2023
41561	BD 8K	BD 8500G24Xe	24port 1000BASEX SFP	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/04/2020

41614	BD 8K	BD 8800 10G4Xc	BlackDiamond 8800 4port 10GBASEXFP	1 Year Warranty	06/30/2023
41615	BD 8K	BD 8800 10G8Xc	BlackDiamond 8800 8port 10GBASEXFP	1 Year Warranty	06/30/2023
41631	BD 8K	BD 890010G8Xxl	8port 10GBASEX XFP	1 Year Warranty	06/30/2023
41711	BD 8K	BD 890040G6Xxm	BlackDiamond 8900xm 6port 40GBASEX QSFP+ Module	1 Year Warranty	06/30/2023
41811	BD 8K	BD 8800 SPOE	BlackDiamond 8800 POE Card (addon module for 8800 G48Tc 8800 G48Te2 and 8500G48Te)	1 Year Warranty	06/30/2023
41821	BD 8K	BD 8800 SG8Xc	BlackDiamond 8800 8port 1G SFP card (addon module for MSM48c)	1 Year Warranty	06/30/2023
41822	BD 8K	BD 8800 S10G1Xc	BlackDiamond 8800 1port 10G XFP card (addon module for MSM48c)	1 Year Warranty	06/30/2023
41823	BD 8K	BD 8800 S10G2Xc	BlackDiamond 8800 2port 10GBASEX SFP+ card (addon module for MSM24 MSM48c and MSM128)	1 Year Warranty	06/30/2023
48001	BD X	BDX8AC	BlackDiamond X8 Series chassis with 8 I/O slots. Chassis includes 5 Fan Trays. Power Supplies or Blank Panels are not included.	1 Year Warranty	06/30/2023
48011	BD X	BDXPSUAC2500	2500W AC Power Supply for BlackDiamond X series chassis. Up to 8 supported in the BDX8 chassis.	1 Year Warranty	06/30/2023
48015	BD X	BDX8FAN	Fan Tray for BlackDiamond X8 chassis spare. 5 fan trays required in the system.	1 Year Warranty	06/30/2023
48018	BD X	BDXIOBLANKE	Enhanced Blank Panel for BlackDiamond X series chassis for empty I/O module slot	1 Year Warranty	06/30/2023
48020	BD X	BDX8MMK	Mid Mount Kit for BlackDiamond X8 chassis	1 Year Warranty	06/30/2023

48021	BD X	BDXMM1	Management Module 1 for BlackDiamond X series chassis. 2 modules required for 1+1 redundancy.	1 Year Warranty	06/30/2023
48031	BD X	BDXAFM20T	5.12Tbps Fabric Module for BlackDiamond X chassis. Minimum 3 modules required for wirespeed performance 4 required for N+1 redundancy supporting full 20Tbps.	1 Year Warranty	06/30/2023
48032	BD X	BDXAFM10T	2.56Tbps Fabric Module for BlackDiamond X chassis. Minimum 3 modules required for wirespeed performance 4 required for N+1 redundancy supporting full 10Tbps.	1 Year Warranty	06/30/2023
48038	BD X	BDXAG48T	48Port 1GBASET RJ45 module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 384 wirespeed 100/1000MbE copper ports and work with either 2.56 or 5.12Tbps Fabric Modules.	1 Year Warranty	06/30/2023
48039	BD X	BDXAG48X	48Port 1GBASEX SFP module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 384 wirespeed GbE copper ports and work with either 2.56 or 5.12Tbps Fabric Modules.	1 Year Warranty	06/30/2023
48040	BD X	BDXA10G48T	48Port 10GBASET RJ45 module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis	1 Year Warranty	06/30/2023

			support up to 384 wirespeed 10GbE copper ports and work with either 2.56 or 5.12Tbps Fabric Modules.		
48041	BD X	BDXA10G48X	48Port 10GBASEX SFP+ module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 384 wirespeed 10GbE ports and work with either 2.56 or 5.12Tbps Fabric Modules. Optics and cables are not included.	1 Year Warranty	06/30/2023
48046	BD X	BDXA40G12X	12port 40GBASEX QSFP+ module for BlackDiamond X series chassis	1 Year Warranty	06/30/2023
48047	BD X	BDXB40G12XXL	12Port 40GBASEX XL QSFP+ module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 96 wirespeed 40GbE or 384 wirespeed 10GbE ports and work with either 2.56 or 5.12Tbps Fabric Modules. Licenses optics and cables are not included.	1 Year Warranty	06/30/2023
48051	BD X	BDXA40G24X	24Port 40GBASEX QSFP+ module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 192 wirespeed 40GbE or 768 wirespeed 10GbE ports and only work with 5.12Tbps Fabric Module. Optics and cables are not included.	1 Year Warranty	06/30/2023

48061	BD X	BDXB100G4X	4Port 100GBASEX CFP2 module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 32 wirespeed 100GbE or 320 wirespeed 10GbE ports and work with either 2.56 or 5.12Tbps Fabric Modules. Optics and cables are not included.	1 Year Warranty	06/30/2023
48062	BD X	BDXB100G4XXL	4Port 100GBASEX XL CFP2 module for BlackDiamond X series chassis. Up to 8 modules in the BDX8 chassis support up to 32 wirespeed 100GbE or 320 wirespeed 10GbE ports and work with either 2.56 or 5.12Tbps Fabric Modules. Licenses optics and cables are not included.	1 Year Warranty	06/30/2023
48093	BD X	BDXMPLSLIC	MPLS Feature Pack license for the BlackDiamond X8 chassis	Software Warranty	06/30/2023
48094	BD X	BDXCORELIC	Core license for the BlackDiamond X8 chassis for scalable Layer 3 rich applications OpenFlow Feature Pack	Software Warranty	06/30/2023
60020	BD 8K	700W/1200W 100240V PSU	700W/1200W 100240VAC Power Supply Unit	1 Year Warranty	06/30/2023
60021	BD 8K	1200W 48V DC PSU	1200W 48V DC Power Supply Unit	1 Year Warranty	06/30/2023
65046	BD 8K	BD 8806 / BD 12804 Mid Mount Kit	BlackDiamond 8806 / BlackDiamond 12804 Mid Mount Kit	1 Year Warranty	06/30/2023
85108	Network Management	INFO GOVERNANCE ENGINE UP TO 10 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE	Software Warranty	

			SOLUTION UP TO 10 DEVICES		
85109	Network Management	INFO GOVERNANCE ENGINE UP TO 25 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UP TO 25 DEVICES	Software Warranty	
85110	Network Management	INFO GOVERNANCE ENGINE UP TO 50 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UP TO 50 DEVICES	Software Warranty	
85111	Network Management	INFO GOVERNANCE ENGINE UP TO 100 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UP TO 100 DEVICES	Software Warranty	
85112	Network Management	INFO GOVERNANCE ENGINE UP TO 250 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UP TO 250 DEVICES	Software Warranty	
85113	Network Management	INFO GOVERNANCE ENGINE UP TO 500 DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UP TO 500 DEVICES	Software Warranty	
85114	Network Management	INFO GOVERNANCE ENGINE U DEVICES	INFORMATION GOVERNANCE ENGINE NETWORK COMPLIANCE SOLUTION UNRESTRICTED	Software Warranty	
85115	Network Management	UPGRADE IGE10 TO IGE25	INFORMATION GOVERNANCE ENGINE UPGRADE IGE10 TO IGE25	Software Warranty	
85116	Network Management	UPGRADE IGE25 TO IGE50	INFORMATION GOVERNANCE ENGINE UPGRADE IGE25 TO IGE50	Software Warranty	

85117	Network Management	UPGRADE IGE50 TO IGE100	INFORMATION GOVERNANCE ENGINE UPGRADE IGE50 TO IGE100	Software Warranty	
85118	Network Management	UPGRADE IGE100 TO IGE250	INFORMATION GOVERNANCE ENGINE UPGRADE IGE100 TO IGE250	Software Warranty	
85119	Network Management	UPGRADE IGE250 TO IGE500	INFORMATION GOVERNANCE ENGINE UPGRADE IGE250 TO IGE500	Software Warranty	
85120	Network Management	UPGRADE IGE500 TO IGEU UNRESTRICTED	INFORMATION GOVERNANCE ENGINE UPGRADE IGE500 TO IGEU UNRESTRICTED	Software Warranty	
86100	Network Management	ExtremeManagement Appliance NMSA25	ExtremeManagement Appliance NMSA25 manages up to 5K Devices	1 Year Warranty	
86101	Network Management	ExtremeManagement Appliance NMSA305	ExtremeManagement Appliance NMSA305 manages up to 10K Devices	1 Year Warranty	
87100	NAC	ExtremeControl Appliance IAA25	ExtremeControl Appliance IAA25 up to 12K ES	1 Year Warranty	
87101	NAC	ExtremeControl Appliance IAA305	ExtremeControl Appliance IAA305 up to 24K ES	1 Year Warranty	
88100	AppID	ExtremeAnalytics Appliance PVA305	ExtremeAnalytics Appliance PVA305 up to 1.3M FPM	1 Year Warranty	
88201	AppID	EA 1k Client Lic	ExtremeAnalytics 1k Client license	Software Warranty	
88202	AppID	EA 3k Client Lic	ExtremeAnalytics 3k Client license	Software Warranty	
88203	AppID	EA 12k Client Lic	ExtremeAnalytics 12k Client license	Software Warranty	
88211	AppID	EA Virtual Sensor VS100 10 Instance Lic	ExtremeAnalytics Virtual Sensor VS100 10 Instance License	Software Warranty	
88212	AppID	EA Virtual Sensor VS250 10 Instance Lic	ExtremeAnalytics Virtual Sensor VS250 10 Instance License	Software Warranty	

89001	Security	LMG2AIOSTD	Extreme Log Management G2 ALLINONE Standard Appliance (Base 500 EPS)	1 Year Warranty	06/01/2020
89002	Security	LMG2AIOSTDHA	Extreme Log Management G2 ALLINONE Standard HA Appliance (Base 500 EPS)	1 Year Warranty	06/01/2020
89003	Security	LMG2AIOENT	Extreme Log Management G2 ALLINONE Enterprise Appliance (Base 1000 EPS)	1 Year Warranty	06/01/2020
89004	Security	LMG2AIOENTHA	Extreme Log Management G2 ALLINONE Enterprise HA Appliance (Base 1000 EPS)	1 Year Warranty	06/01/2020
89005	Security	LMG2AIOENTPL	Extreme Log Management G2 ALLINONE Enterprise Plus Appliance (Base 1000 EPS)	1 Year Warranty	06/01/2020
89006	Security	LMG2AIOENTPLHA	Extreme Log Management G2 ALLINONE Enterprise Plus HA Appliance (Base 1000 EPS)	1 Year Warranty	06/01/2020
89007	Security	LMG2AIOVIR	Extreme Log Management G2 ALLINONE Virtual (Base 100 EPS)	Software Warranty	06/01/2020
89008	Security	LMG2AIOVIRHA	Extreme Log Management G2 ALLINONE Virtual HA (Base 100 EPS)	Software Warranty	06/01/2020
89009	Security	LMG2CONENT	Extreme Log Management G2 CONSOLE Enterprise Appliance	1 Year Warranty	06/01/2020
89010	Security	LMG2CONENTHA	Extreme Log Management G2 CONSOLE Enterprise HA Appliance	1 Year Warranty	06/01/2020

89011	Security	LMG2CONENTPL	Extreme Log Management G2 CONSOLE Enterprise Plus Appliance	1 Year Warranty	06/01/2020
89012	Security	LMG2CONENTPLHA	Extreme Log Management G2 CONSOLE Enterprise Plus HA Appliance	1 Year Warranty	06/01/2020
89013	Security	LMG2CONVIR	Extreme Log Management G2 CONSOLE Virtual	Software Warranty	06/01/2020
89014	Security	LMG2CONVIRHA	Extreme Log Management G2 CONSOLE Virtual HA	Software Warranty	06/01/2020
89015	Security	LMG2EVPENT	Extreme Log Management G2 EVP Enterprise Appliance (Base 2500 EPS)	1 Year Warranty	06/01/2020
89016	Security	LMG2EVPENTHA	Extreme Log Management G2 EVP Enterprise HA Appliance (Base 2500 EPS)	1 Year Warranty	06/01/2020
89017	Security	LMG2EVPENTPL	Extreme Log Management G2 EVP Enterprise Plus Appliance (Base 2500 EPS)	1 Year Warranty	06/01/2020
89018	Security	LMG2EVPENTPLHA	Extreme Log Management G2 EVP Enterprise Plus HA Appliance (Base 2500 EPS)	1 Year Warranty	06/01/2020
89019	Security	LMG2EVPVIR	Extreme Log Management G2 EVP Virtual (Base 100 EPS)	Software Warranty	06/01/2020
89020	Security	LMG2EVPVIRHA	Extreme Log Management G2 EVP Virtual HA (Base 100 EPS)	Software Warranty	06/01/2020
89021	Security	LMG2ADD100E	Extreme Log Management G2 EPS Increase 100 License	Software Warranty	06/01/2020
89022	Security	LMG2ADD100EHA	Extreme Log Management G2 EPS Increase 100 HA License	Software Warranty	06/01/2020
89023	Security	LMG2ADD0.51KE	Extreme Log Management G2 EPS	Software Warranty	06/01/2020

			Increase 500 to 1000 License		
89024	Security	LMG2ADD0.51KEHA	Extreme Log Management G2 EPS Increase 500 to 1000 HA License	Software Warranty	06/01/2020
89025	Security	LMG2ADD12.5KE	Extreme Log Management G2 EPS Increase 1000 to 2500 License	Software Warranty	06/01/2020
89026	Security	LMG2ADD12.5KEHA	Extreme Log Management G2 EPS Increase 1000 to 2500 HA License	Software Warranty	06/01/2020
89027	Security	LMG2ADD2.5KE	Extreme Log Management G2 EPS Increase 2500 License	Software Warranty	06/01/2020
89028	Security	LMG2ADD2.5KEHA	Extreme Log Management G2 EPS Increase 2500 HA License	Software Warranty	06/01/2020
89029	Security	LMG2CONUPENT	Extreme Log Management G2 ALLINONE Enterprise Upgrade to CONSOLE Enterprise	Software Warranty	06/01/2020
89030	Security	LMG2CONUPENTHA	Extreme Log Management G2 ALLINONE Enterprise HA Upgrade to CONSOLE Enterprise HA	Software Warranty	06/01/2020
89031	Security	LMG2CONUPENTPL	Extreme Log Management G2 ALLINONE Enterprise Plus Upgrade to CONSOLE Enterprise Plus	Software Warranty	06/01/2020
89032	Security	LMG2CONUPENTPLHA	Extreme Log Management G2 ALLINONE Enterprise Plus HA Upgrade to CONSOLE Enterprise Plus HA	Software Warranty	06/01/2020
89033	Security	LMG2SIEMAIOUPSTD	Extreme Log Management G2 ALLINONE Standard	Software Warranty	06/01/2020

			Convert to SIEM ALLINONE Standard		
89034	Security	LMG2SIEMAIOUPSTDHA	Extreme Log Management G2 ALLINONE Standard HA Convert to SIEM ALLINONE Standard HA	Software Warranty	06/01/2020
89035	Security	LMG2SIEMAIOUPENT	Extreme Log Management G2 ALLINONE Enterprise Convert to SIEM ALLINONE Enterprise	Software Warranty	06/01/2020
89036	Security	LMG2SIEMAIOUPENTHA	Extreme Log Management G2 ALLINONE Enterprise HA Convert to SIEM ALLINONE Enterprise HA	Software Warranty	06/01/2020
89037	Security	LMG2SIEMAIOUPENTPL	Extreme Log Management G2 ALLINONE Enterprise Plus Convert to SIEM ALLINONE Enterprise Plus	Software Warranty	06/01/2020
89038	Security	LMG2SIEMAIOUPENTPLHA	Extreme Log Management G2 ALLINONE Enterprise Plus HA Convert to SIEM ALLINONE Enterprise Plus HA	Software Warranty	06/01/2020
89039	Security	LMG2SIEMAIOUP1K2.5KE	Extreme Log Management G2 ALLINONE Convert to SIEM ALLINONE EPS Increase 1000 to 2500 License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020
89040	Security	LMG2SIEMAIOUP1K2.5KEHA	Extreme Log Management G2 ALLINONE Convert to SIEM ALLINONE EPS Increase 1000 to 2500 License HA License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020

89041	Security	LMG2SIEMAIOUP2.5KE	Extreme Log Management G2 ALLINONE Convert to SIEM ALLINONE EPS Increase 2500 SW License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020
89042	Security	LMG2SIEMAIOUP2.5KEHA	Extreme Log Management G2 ALLINONE Convert to SIEM ALLINONE EPS Increase 2500 SW HA License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020
89043	Security	LMG2SIEMCONUPENT	Extreme Log Management G2 CONSOLE Enterprise Convert to SIEM CONSOLE Enterprise	Software Warranty	06/01/2020
89044	Security	LMG2SIEMCONUPENTHA	Extreme Log Management G2 CONSOLE Enterprise HA Convert to SIEM CONSOLE Enterprise HA	Software Warranty	06/01/2020
89045	Security	LMG2SIEMCONUPENTPL	Extreme Log Management G2 CONSOLE Enterprise Plus Convert to SIEM CONSOLE Enterprise Plus	Software Warranty	06/01/2020
89046	Security	LMG2SIEMCONUPENTPLHA	Extreme Log Management G2 CONSOLE Enterprise Plus HA Convert to SIEM CONSOLE Enterprise Plus HA	Software Warranty	06/01/2020
89047	Security	LMG2SIEMEVPUPENT	Extreme Log Management G2 EVP Enterprise Convert to SIEM EVP Enterprise	Software Warranty	06/01/2020
89048	Security	LMG2SIEMEVPUPENTHA	Extreme Log Management G2 EVP Enterprise HA Convert to SIEM EVP Enterprise HA	Software Warranty	06/01/2020

89049	Security	LMG2SIEMEVPUPENTPL	Extreme Log Management G2 EVP Enterprise Plus Convert to SIEM EVP Enterprise Plus	Software Warranty	06/01/2020
89050	Security	LMG2SIEMEVPUPENTPLHA	Extreme Log Management G2 EVP Enterprise Plus HA Convert to SIEM EVP Enterprise Plus HA	Software Warranty	06/01/2020
89051	Security	LMG2SIEMEVPUP2.5KE	Extreme Log Management G2 EVP Convert to SIEM EVP EPS Increase 2500 SW License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020
89052	Security	LMG2SIEMEVPUP2.5KEHA	Extreme Log Management G2 EVP Convert to SIEM EVP EPS Increase 2500 SW HA License (For both Enterprise Enterprise Plus)	Software Warranty	06/01/2020
89053	Security	LMG2LSADD50	Extreme Log Management G2 Log Source Increase 50	Software Warranty	06/01/2020
89054	Security	LMG2LSADD500	Extreme Log Management G2 Log Source Increase 500	Software Warranty	06/01/2020
89055	Security	LMG2LSADD1K	Extreme Log Management G2 Log Source Increase 1000	Software Warranty	06/01/2020
89056	Security	LMG2LSADD5K	Extreme Log Management G2 Log Source Increase 5000	Software Warranty	06/01/2020
89057	Security	LMG2LSADD10K	Extreme Log Management G2 Log Source Increase 10000	Software Warranty	06/01/2020
89058	Security	SRMG2APL	Extreme Security Risk Manager G2 Appliance (Base 50 Sources)	1 Year Warranty	06/01/2020
89059	Security	SRMG2VIR	Extreme Security Risk Manager G2 VM License (Base 50 Sources)	Software Warranty	06/01/2020

89060	Security	SRMG2ADD50	Extreme Security Risk Manager G2 50 Sources Increase SW License	Software Warranty	06/01/2020
89061	Security	SRMG2ADD100	Extreme Security Risk Manager G2 100 Source Increase SW License	Software Warranty	06/01/2020
89062	Security	SRMG2ADD250	Extreme Security Risk Manager G2 250 Source Increase SW License	Software Warranty	06/01/2020
89063	Security	SRMG2ADD500	Extreme Security Risk Manager G2 500 Source Increase SW License	Software Warranty	06/01/2020
89064	Security	SRMG2ADD1K	Extreme Security Risk Manager G2 1000 Source Increase SW License	Software Warranty	06/01/2020
89065	Security	SRMG2ADD2.5K	Extreme Security Risk Manager G2 2500 Source Increase SW License	Software Warranty	06/01/2020
89066	Security	SRMG2ADD5K	Extreme Security Risk Manager G2 5000 Source Increase SW License	Software Warranty	06/01/2020
89067	Security	SVMG2SAAPL	Extreme Security Vulnerability Manager G2 Standalone Appliance (Base 255 scanning assets + 50 EPS Log Management) (No Integration with other SIEM or LM products)	1 Year Warranty	06/01/2020
89068	Security	SVMG2SAVIR	Extreme Security Vulnerability Manager G2 Standalone VM License (Base 255 scanning assets + 50 EPS Log Management) (No Integration with other SIEM or LM products)	Software Warranty	06/01/2020
89069	Security	SVMG2ONBOX	Extreme Security Vulnerability Manager G2 ON BOARD for Console or AllinOne SW License	Software Warranty	06/01/2020
89070	Security	SVMG2OFFBOXAPL	Extreme Security Vulnerability Manager G2 OFF BOARD for Console or AllinOne Appliance	1 Year Warranty	06/01/2020

			(Base on Base 255 scanning assets)		
89071	Security	SVMG2OFFBOXVIR	Extreme Security Vulnerability Manager G2 OFF BOARD for Console or AllinOne VM SW License (Base on Base 255 scanning assets)	Software Warranty	06/01/2020
89072	Security	SVMG2ADD256	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 256	Software Warranty	06/01/2020
89073	Security	SVMG2ADD1K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 1024	Software Warranty	06/01/2020
89074	Security	SVMG2ADD2K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 2048	Software Warranty	06/01/2020
89075	Security	SVMG2ADD4K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 4096	Software Warranty	06/01/2020
89076	Security	SVMG2ADD8K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 8192	Software Warranty	06/01/2020
89077	Security	SVMG2ADD16K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 16384	Software Warranty	06/01/2020
89078	Security	SVMG2ADD32K	Extreme Security Vulnerability Manager G2 Scanning Assets Increase by 32768	Software Warranty	06/01/2020
89079	Security	SIEMG2AIOSTD	Extreme SIEM G2 ALLINONE Standard Appliance (Base 1K EPS 25K Flows)	1 Year Warranty	06/01/2020
89080	Security	SIEMG2AIOSTDHA	Extreme SIEM G2 ALLINONE Standard HA Appliance (Base 1K EPS 25K Flows)	1 Year Warranty	06/01/2020
89081	Security	SIEMG2AIOENT	Extreme SIEM G2 ALLINONE Enterprise	1 Year Warranty	06/01/2020

			Appliance (Base 1K EPS 25K Flows)		
89082	Security	SIEMG2AIOENTHA	Extreme SIEM G2 ALLINONE Enterprise HA Appliance (Base 1K EPS 25K Flows)	1 Year Warranty	06/01/ 2020
89083	Security	SIEMG2AIOENTPL	Extreme SIEM G2 ALLINONE Enterprise Plus Appliance (Base 1K EPS 25K Flows)	1 Year Warranty	06/01/ 2020
89084	Security	SIEMG2AIOENTPLHA	Extreme SIEM G2 ALLINONE Enterprise Plus HA Appliance (Base 1K EPS 25K Flows)	1 Year Warranty	06/01/ 2020
89085	Security	SIEMG2AIOVIR	Extreme SIEM G2 ALLINONE Virtual (Base 100 EPS 15K Flows)	Software Warranty	06/01/ 2020
89086	Security	SIEMG2AIOVIRHA	Extreme SIEM G2 ALLINONE Virtual HA (Base 100 EPS 15K Flows)	Software Warranty	06/01/ 2020
89087	Security	SIEMG2CONENT	Extreme SIEM G2 CONSOLE Enterprise Appliance	1 Year Warranty	06/01/ 2020
89088	Security	SIEMG2CONENTHA	Extreme SIEM G2 CONSOLE Enterprise HA Appliance	1 Year Warranty	06/01/ 2020
89089	Security	SIEMG2CONENTPL	Extreme SIEM G2 CONSOLE Enterprise Plus Appliance	1 Year Warranty	06/01/ 2020
89090	Security	SIEMG2CONENTPLHA	Extreme SIEM G2 CONSOLE Enterprise Plus HA Appliance	1 Year Warranty	06/01/ 2020
89091	Security	SIEMG2CONVIR	Extreme SIEM G2 CONSOLE Virtual	Software Warranty	06/01/ 2020
89092	Security	SIEMG2CONVIRHA	Extreme SIEM G2 CONSOLE Virtual HA	Software Warranty	06/01/ 2020
89093	Security	SIEMG2EVPENT	Extreme SIEM G2 EVP Enterprise Appliance (Base 2500 EPS)	1 Year Warranty	06/01/ 2020
89094	Security	SIEMG2EVPENTHA	Extreme SIEM G2 EVP Enterprise HA Appliance (Base 2500 EPS)	1 Year Warranty	06/01/ 2020
89095	Security	SIEMG2EVPENTPL	Extreme SIEM G2 EVP Enterprise Plus Appliance (Base 2500 EPS)	1 Year Warranty	06/01/ 2020

89096	Security	SIEMG2EVPENTPLHA	Extreme SIEM G2 EVP Enterprise Plus HA Appliance (Base 2500 EPS)	1 Year Warranty	06/01/2020
89097	Security	SIEMG2EVPVIR	Extreme SIEM G2 EVP Virtual (Base 100 EPS)	Software Warranty	06/01/2020
89098	Security	SIEMG2EVPVIRHA	Extreme SIEM G2 EVP Virtual HA (Base 100 EPS)	Software Warranty	06/01/2020
89099	Security	SIEMG2FLPENT	Extreme SIEM G2 FLP Enterprise Appliance (x1705 Base 100K Flows)	1 Year Warranty	06/01/2020
89100	Security	SIEMG2FLPENTHA	Extreme SIEM G2 FLP Enterprise HA Appliance (x1705 Base 100K Flows)	1 Year Warranty	06/01/2020
89101	Security	SIEMG2FLPENTPL	Extreme SIEM G2 FLP Enterprise Plus Appliance (x1728 Base 100K Flows)	1 Year Warranty	06/01/2020
89102	Security	SIEMG2FLPENTPLHA	Extreme SIEM G2 FLP Enterprise Plus HA Appliance (x1728 Base 100K Flows)	1 Year Warranty	06/01/2020
89103	Security	SIEMG2FLPVIR	Extreme SIEM G2 FLP Virtual (Base 15K Flows)	Software Warranty	06/01/2020
89104	Security	SIEMG2FLPVIRHA	Extreme SIEM G2 FLP Virtual HA (Base 15K Flows)	Software Warranty	06/01/2020
89105	Security	SIEMG2CEFENT	Extreme SIEM G2 Combined EVPFLP Enterprise Appliance (x1805 Base 1000 EPS 25K Flows)	1 Year Warranty	06/01/2020
89106	Security	SIEMG2CEFENTHA	Extreme SIEM G2 Combined EVPFLP Enterprise HA Appliance (x1805 Base 1000 EPS 25K Flows)	1 Year Warranty	06/01/2020
89107	Security	SIEMG2CEFENTPL	Extreme SIEM G2 Combined EVPFLP Enterprise Plus Appliance (x1828 Base 1000 EPS 25K Flows)	1 Year Warranty	06/01/2020
89108	Security	SIEMG2CEFENTPLHA	Extreme SIEM G2 Combined EVPFLP	1 Year Warranty	06/01/2020

			Enterprise Plus HA Appliance (x1828 Base 1000 EPS 25K Flows)		
89109	Security	SIEMG2EVCAPL	Extreme SIEM G2 Event Collector Appliance	1 Year Warranty	06/01/2020
89110	Security	SIMEG2EVCVIR	Extreme SIEM G2 Event Collector Virtual	Software Warranty	06/01/2020
89111	Security	SIEMG2DNENT	Extreme SIEM G2 Data Node Enterprise Appliance	1 Year Warranty	06/01/2020
89112	Security	SIEMG2DNENTHA	Extreme SIEM G2 Data Node Enterprise HA Appliance	1 Year Warranty	06/01/2020
89113	Security	SIEMG2DNENTPL	Extreme SIEM G2 Data Node Enterprise Plus Appliance	1 Year Warranty	06/01/2020
89114	Security	SIEMG2DNENTPLHA	Extreme SIEM G2 Data Node Enterprise Plus HA Appliance	1 Year Warranty	06/01/2020
89115	Security	SIEMG2DNVIR	Extreme SIEM G2 Data Node Virtual	Software Warranty	06/01/2020
89116	Security	SIEMG2DNVIRHA	Extreme SIEM G2 Data Node Virtual HA	Software Warranty	06/01/2020
89117	Security	SIEMG2FC1GTX	Extreme SIEM G2 Flow Collector Appliance 1 Gbps TX	1 Year Warranty	06/01/2020
89118	Security	SIEMG2FC1GTXHA	Extreme SIEM G2 Flow Collector HA Appliance 1 Gbps TX	1 Year Warranty	06/01/2020
89119	Security	SIEMG2FCMGTX	Extreme SIEM G2 Flow Collector Appliance MultiGbps TX	1 Year Warranty	06/01/2020
89120	Security	SIEMG2FCMGTXHA	Extreme SIEM G2 Flow Collector HA Appliance MultiGbps TX	1 Year Warranty	06/01/2020
89121	Security	SIEMG2FCMGSX	Extreme SIEM G2 Flow Collector Appliance MultiGbps SX	1 Year Warranty	06/01/2020
89122	Security	SIEMG2FCMGSXHA	Extreme SIEM G2 Flow Collector HA Appliance MultiGbps SX	1 Year Warranty	06/01/2020
89123	Security	SIEMG2FCMGSR	Extreme SIEM G2 Flow Collector Appliance MultiGbps Fiber SR	1 Year Warranty	06/01/2020

89124	Security	SIEMG2FCMGSRHA	Extreme SIEM G2 Flow Collector HA Appliance MultiGbps Fiber SR	1 Year Warranty	06/01/2020
89125	Security	SIEMG2FCMGLR	Extreme SIEM G2 Flow Collector Appliance MultiGbps Fiber LR	1 Year Warranty	06/01/2020
89126	Security	SIEMG2FCMGLRHA	Extreme SIEM G2 Flow Collector HA Appliance MultiGbps Fiber LR	1 Year Warranty	06/01/2020
89127	Security	SIEMG2VFC	Extreme SIEM G2 VFlow Collector	Software Warranty	06/01/2020
89128	Security	SIEMG2VFCHA	Extreme SIEM G2 VFlow Collector HA	Software Warranty	06/01/2020
89129	Security	SIEMG2ADD100E	Extreme SIEM G2 EPS Increase 100 License	Software Warranty	06/01/2020
89130	Security	SIEMG2ADD100EHA	Extreme SIEM G2 EPS Increase 100 HA License	Software Warranty	06/01/2020
89131	Security	SIEMG2ADD0.51KE	Extreme SIEM G2 EPS Increase 500 to 1000 License	Software Warranty	06/01/2020
89132	Security	SIEMG2ADD0.51KEHA	Extreme SIEM G2 EPS Increase 500 to 1000 HA License	Software Warranty	06/01/2020
89133	Security	SIEMG2ADD12.5KE	Extreme SIEM G2 EPS Increase 1000 to 2500 License	Software Warranty	06/01/2020
89134	Security	SIEMG2ADD12.5KEHA	Extreme SIEM G2 EPS Increase 1000 to 2500 HA License	Software Warranty	06/01/2020
89135	Security	SIEMG2ADD2.5KE	Extreme SIEM G2 EPS Increase 2500 License	Software Warranty	06/01/2020
89136	Security	SIEMG2ADD2.5KEHA	Extreme SIEM G2 EPS Increase 2500 HA License	Software Warranty	06/01/2020
89137	Security	SIEMG2ADD1525KF	Extreme SIEM G2 Flow Increase 15K to 25K VM License	Software Warranty	06/01/2020
89138	Security	SIEMG2ADD1525KFHA	Extreme SIEM G2 Flow Increase 15K to 25K VM HA License	Software Warranty	06/01/2020
89139	Security	SIEMG2ADD2550KF	Extreme SIEM G2 Flow Increase 25K to 50K License	Software Warranty	06/01/2020
89140	Security	SIEMG2ADD2550KFHA	Extreme SIEM G2 Flow Increase 25K to 50K HA License	Software Warranty	06/01/2020

89141	Security	SIEMG2ADD50100KF	Extreme SIEM G2 Flow Increase 50K to 100K License	Software Warranty	06/01/2020
89142	Security	SIEMG2ADD50100KFHA	Extreme SIEM G2 Flow Increase 50K to 100K HA License	Software Warranty	06/01/2020
89143	Security	SIEMG2ADD100KF	Extreme SIEM G2 Flow Increase 100K License	Software Warranty	06/01/2020
89144	Security	SIEMG2ADD100KFHA	Extreme SIEM G2 Flow Increase 100K HA License	Software Warranty	06/01/2020
89145	Security	SIEMG2CONUPENT	Extreme SIEM G2 ALLINONE Enterprise Upgrade to CONSOLE Enterprise	Software Warranty	06/01/2020
89146	Security	SIEMG2CONUPENTHA	Extreme SIEM G2 ALLINONE Enterprise HA Upgrade to CONSOLE Enterprise HA	Software Warranty	06/01/2020
89147	Security	SIEMG2CONUPENTPL	Extreme SIEM G2 ALLINONE Enterprise Plus Upgrade to CONSOLE Enterprise Plus	Software Warranty	06/01/2020
89148	Security	SIEMG2CONUPENTPLHA	Extreme SIEM G2 ALLINONE Enterprise Plus HA Upgrade to CONSOLE Enterprise Plus HA	Software Warranty	06/01/2020
89149	Security	SIEMG2IPRAEVPSS	Extreme Security IP Reputation Feed for SIEM G2 EVP 1 year Subscription License	Software Warranty	06/01/2020
89150	Security	SIEMG2IPRVEVPSS	Extreme Security IP Reputation Feed for SIEM G2 EVP Virtual 1 year Subscription License	Software Warranty	06/01/2020
89151	Security	SIEMG2IPRAFLPSS	Extreme Security IP Reputation Feed for SIEM G2 FLP 1 year Subscription License	Software Warranty	06/01/2020
89152	Security	SIEMG2IPRVFLPSS	Extreme Security IP Reputation Feed for SIEM G2 FLP Virtual 1 year Subscription License	Software Warranty	06/01/2020

89153	Security	SIEMG2IPRCEPSS	Extreme Security IP Reputation Feed for SIEM G2 Combined EVP/FLP 1 year Subscription License	Software Warranty	06/01/2020
89154	Security	SIEMG2IPRAPLSS	Extreme Security IP Reputation Feed for SIEM G2 AllInOne or Console 1 year Subscription License	Software Warranty	06/01/2020
89155	Security	SIEMG2IPRVIRSS	Extreme Security IP Reputation Feed for SIEM G2 AllInOne or Console Virtual 1 year Subscription License	Software Warranty	06/01/2020
89156	Security	SIEMG2LSADD50	Extreme SIEM G2 Log Source Increase 50	Software Warranty	06/01/2020
89157	Security	SIEMG2LSADD500	Extreme SIEM G2 Log Source Increase 500	Software Warranty	06/01/2020
89158	Security	SIEMG2LSADD1K	Extreme SIEM G2 Log Source Increase 1000	Software Warranty	06/01/2020
89159	Security	SIEMG2LSADD5K	Extreme SIEM G2 Log Source Increase 5000	Software Warranty	06/01/2020
89160	Security	SIEMG2LSADD10K	Extreme SIEM G2 Log Source Increase 10000	Software Warranty	06/01/2020
89501	Security	IPSG2SPSWSTD	Extreme IPS G2 SiteProtector Standard Edition Software (5 Nodes)	Software Warranty	06/01/2020
89502	Security	IPSG2SPSWENT	Extreme IPS G2 SiteProtector Enterprise Edition Software (20 Nodes)	Software Warranty	06/01/2020
89503	Security	IPSG2SPSWENTPLUS	Extreme IPS G2 SiteProtector Enterprise Plus Edition Software (Unlimited Nodes)	Software Warranty	06/01/2020
89506	Security	IPSG2SPUPGSE	Extreme IPS G2 SiteProtector Upgrade from Standard to Enterprise Edition	Software Warranty	06/01/2020
89507	Security	IPSG2SPUPGEEPL	Extreme IPS G2 SiteProtector Upgrade from Enterprise to Enterprise Plus Edition	Software Warranty	06/01/2020
89510	Security	IPSG2ADD5	Extreme IPS G2 SiteProtector Add 5 Node License	Software Warranty	06/01/2020

89511	Security	IPSG2X3PRI	Extreme IPS G2 X3 Standard Appliance Primary Base 400 Mbps inspected throughput Optional ADDON performance license (Max 800 Mbps) Fixed 4x 1GbE RJ45 monitoring interfaces	1 Year Warranty	06/01/2020
89512	Security	IPSG2X3SEC	Extreme IPS G2 X3 Standard Appliance Secondary/Failover (Must have same configuration like Primary)	1 Year Warranty	06/01/2020
89513	Security	IPSG2X4PRI	Extreme IPS G2 X4 Enterprise Appliance Primary Base 750 Mbps inspected throughput Optional ADDON performance license (Max 1.5 Gbps) Fixed 4x 1GbE RJ45 monitoring interfaces Optional Network Interface Module	1 Year Warranty	06/01/2020
89514	Security	IPSG2X4SEC	Extreme IPS G2 X4 Enterprise Appliance Secondary/Failover (Must have same configuration like Primary)	1 Year Warranty	06/01/2020
89515	Security	IPSG2X5PRI	Extreme IPS G2 X5 Enterprise Plus Appliance Primary Base 2.5 Gbps inspected throughput Optional ADDON performance license (Max 7 Gbps) Fixed 4x 1GbE RJ45 monitoring interfaces Optional Network Interface Modules Redundant power supply included	1 Year Warranty	06/01/2020
89516	Security	IPSG2X5SEC	Extreme IPS G2 X5 Enterprise Plus Appliance Secondary/Failover (Must have same configuration like Primary)	1 Year Warranty	06/01/2020

89519	Security	IPSG2X3PAWCSS	Extreme IPS G2 X3 Addon Subscription for Application/Web Control Update Primary	Software Warranty	06/01/2020
89520	Security	IPSG2X3SAWCSS	Extreme IPS G2 X3 Addon Subscription for Application/Web Control Update Failover	Software Warranty	06/01/2020
89521	Security	IPSG2X4PAWCSS	Extreme IPS G2 X4 Addon Subscription for Application/Web Control Update Primary	Software Warranty	06/01/2020
89522	Security	IPSG2X4SAWCSS	Extreme IPS G2 X4 Addon Subscription for Application/Web Control Update Failover	Software Warranty	06/01/2020
89523	Security	IPSG2X5PAWCSS	Extreme IPS G2 X5 Addon Subscription for Application/Web Control Update Primary	Software Warranty	06/01/2020
89524	Security	IPSG2X5SAWCSS	Extreme IPS G2 X5 Addon Subscription for Application/Web Control Update Failover	Software Warranty	06/01/2020
89527	Security	IPSG2X3PIPRSS	Extreme IPS G2 X3 Addon Subscription for IP Reputation Services Primary	Software Warranty	06/01/2020
89528	Security	IPSG2X3SIPRSS	Extreme IPS G2 X3 Addon Subscription for IP Reputation Services Failover	Software Warranty	06/01/2020
89529	Security	IPSG2X4PIPRSS	Extreme IPS G2 X4 Addon Subscription for IP Reputation Services Primary	Software Warranty	06/01/2020
89530	Security	IPSG2X4SIPRSS	Extreme IPS G2 X4 Addon Subscription for IP Reputation Services Failover	Software Warranty	06/01/2020
89531	Security	IPSG2X5PIPRSS	Extreme IPS G2 X5 Addon Subscription for IP Reputation Services Primary	Software Warranty	06/01/2020
89532	Security	IPSG2X5SIPRSS	Extreme IPS G2 X5 Addon Subscription for IP	Software Warranty	06/01/2020

			Reputation Services Failover		
89535	Security	IPSG2X3PSSLSW	Extreme IPS G2 X3 Addon License for SSL Inspection Primary	Software Warranty	06/01/2020
89536	Security	IPSG2X3SSSLSW	Extreme IPS G2 X3 Addon License for SSL Inspection Failover	Software Warranty	06/01/2020
89537	Security	IPSG2X4PSSLSW	Extreme IPS G2 X4 Addon License for SSL Inspection Primary	Software Warranty	06/01/2020
89538	Security	IPSG2X4SSSLSW	Extreme IPS G2 X4 Addon License for SSL Inspection Failover	Software Warranty	06/01/2020
89539	Security	IPSG2X5PSSLSW	Extreme IPS G2 X5 Addon License for SSL Inspection Primary	Software Warranty	06/01/2020
89540	Security	IPSG2X5SSSLSW	Extreme IPS G2 X5 Addon License for SSL Inspection Failover	Software Warranty	06/01/2020
89543	Security	IPSG2X3PHTPSW	Extreme IPS G2 X3 400 Mbps Inspection Throughput Increase Primary	Software Warranty	06/01/2020
89544	Security	IPSG2X3SHTPSW	Extreme IPS G2 X3 400 Mbps Inspection Throughput Increase Secondary	Software Warranty	06/01/2020
89545	Security	IPSG2X4PHTPSW	Extreme IPS G2 X4 750 Mbps Inspection Throughput Increase Primary	Software Warranty	06/01/2020
89546	Security	IPSG2X4SHTPSW	Extreme IPS G2 X4 750 Mbps Inspection Throughput Increase Secondary	Software Warranty	06/01/2020
89547	Security	IPSG2X5PHTPSW	Extreme IPS G2 X5 1500 Mbps Inspection Throughput Increase Primary	Software Warranty	06/01/2020
89548	Security	IPSG2X5SHTPSW	Extreme IPS G2 X5 1500 Mbps Inspection Throughput Increase Secondary	Software Warranty	06/01/2020

89551	Security	IPSG28PNM1GTX	Extreme IPS G2 Network Module 8port 1G Copper with builtin bypass	1 Year Warranty	06/01/2020
89552	Security	IPSG24PNM1GSX	Extreme IPS G2 Network Module 4port 1G SX Fiber with builtin bypass	1 Year Warranty	06/01/2020
89553	Security	IPSG24PNM1GLX	Extreme IPS G2 Network Module 4port 1G LX Fiber with builtin bypass	1 Year Warranty	06/01/2020
89554	Security	IPSG22PNM10GSR	Extreme IPS G2 Network Module 2port 10GbE SR Fiber with builtin bypass	1 Year Warranty	06/01/2020
89555	Security	IPSG22PNM10GLR	Extreme IPS G2 Network Module 2port 10GbE LR Fiber with builtin bypass	1 Year Warranty	06/01/2020
89556	Security	IPSG24PNM1GSFP	Extreme IPS G2 Network Module 4port 1G SFP (requires transceivers)	1 Year Warranty	06/01/2020
89557	Security	IPSG22PNM10GSFP+	Extreme IPS G2 Network Module 2port 10G SFP+ (requires transceivers)	1 Year Warranty	06/01/2020
89558	Security	IPSG2DTK1GLX	Dual Transceiver Kit 1G LX Fiber	1 Year Warranty	06/01/2020
89559	Security	IPSG2DTK1GSX	Dual Transceiver Kit 1G SX Fiber	1 Year Warranty	06/01/2020
89560	Security	IPSG2DTK1GTX	Dual Transceiver Kit 1G TX Copper	1 Year Warranty	06/01/2020
89561	Security	IPSG2DTK10GLR	Dual Transceiver Kit 10G LR Fiber	1 Year Warranty	06/01/2020
89562	Security	IPSG2DTK10GSR	Dual Transceiver Kit 10G SR Fiber	1 Year Warranty	06/01/2020
89563	Security	IPSG2PSU	Power Supply Unit 460 WATT	1 Year Warranty	06/01/2020
338835	EAN	VSP 4000 PLDS PREM LIC W/MACSEC LICDS	VSP 4000 PLDS PRIMIER LICENSE W/MACSEC LICDS	Software Warranty	
338836	EAN	VSP 4000 PLDS PREM LICENSE LICDS	VSP 4000 PLDS PRIMIER LICENSE LICDS	Software Warranty	
380176	EAN	VSP 8K PREM LICENSE LICDS	VSP 8000 PLDS PREMIER LICENSE FOR 1 CHASSIS LICDS	Software Warranty	
380177	EAN	VSP 8K PREM LIC W/MACSEC LICDS	VSP 8000 PLDS PREMIER LICENSE W/MACSEC FOR 1 CHASSIS LICDS	Software Warranty	

380221	EAN	ERS5900 ADVANCED PLS LICENSE LICDS	ERS5900 ADVANCED FEATURE PLDS LICENSE SINGLE UNIT OR STACK LICDS	Software Warranty	
380810	EAN	VSP 9000 PLDS PREM LICENSE LICDS	VIRTUAL SERVICES PLATFORM 9000 PLDS PREM LICENSE FOR 1 CHASSIS. LICDS	Software Warranty	
380811	EAN	VSP 9000 PLDS PREM LIC W/MACSEC LICDS	VIRTUAL SERVICES PLATFORM 9000 PLDS PREMIER LICENSE W/MACSEC LICDS	Software Warranty	
383168	EAN	ERS5900 MACSEC PLDS LICENSE	ERS5900 MACSEC PLDS LICENSE SINGLE UNIT OR STACK LICDS	Software Warranty	
383770	EAN	ERS5900 MACSEC ADV PLDS LIC	ERS5900 MACSEC PLUS ADVANCED PLDS LIC SINGLE UNIT OR STACK LICDS	Software Warranty	
383772	EAN	ERS4900 ADVANCED PLDS LICENSE LICDS	ERS4900 ADVANCED PLDS LICENSE SINGLE UNIT OR STACK LICDS	Software Warranty	
386914	EAN	VSP 7200 PORT LICENSE LICDS	VSP 7200 PORT LICENSE FOR 1 SWITCH LICDS	Software Warranty	
392259	EAN	VSP8600 IOC BASE LICDS	VSP8600 IOC BASE LICDS	Software Warranty	
392670	EAN	VSP8600 CHAS L3V LICDS	VSP8600 CHAS L3V LICDS	Software Warranty	
392671	EAN	VSP8600 CHAS L3V+MACSEC LICDS	VSP8600 CHAS L3V+MACSEC LICDS	Software Warranty	
9372065	Cables/Connectivity	ASSY CBLRJ45 TO RJ45/ADAPTERSPVC. US	ASSY CBL,RJ-45 TO RJ-45/ADAPTERS,PVC. US	1 Year Warranty	
700511668	EAN	ERS4900 STACKING CABLE 0.5M	ERS4900 STACKING CABLE 0.5M	1 Year Warranty	
700511669	EAN	ERS4900 STACKING CABLE 1.5M	ERS4900 STACKING CABLE 1.5M	1 Year Warranty	
700511670	EAN	ERS4900 STACKING CABLE 3.0M	ERS4900 STACKING CABLE 3.0M	1 Year Warranty	
700511671	EAN	ERS4900 STACKING CABLE 5.0M	ERS4900 STACKING CABLE 5.0M	1 Year Warranty	
700512239	EAN	PDU POWER CORD IEC C13C14 3M USA	POWER DISTRIBUTION UNIT POWER CORD IEC C	1 Year Warranty	

700512240	EAN	PDU POWER CORD IEC C14C15 3M USA	POWER DISTRIBUTION UNIT POWER CORD IEC C	1 Year Warranty	
700512241	EAN	PDU POWER CORD IEC C13C14 3M INTL	POWER DISTRIBUTION UNIT POWER CORD IEC C	1 Year Warranty	
700512242	EAN	PDU POWER CORD IEC C14C15 3M INTL	POWER DISTRIBUTION UNIT POWER CORD IEC C	1 Year Warranty	
700512588	EAN	ERS3600 STACKING CABLE 0.5M	ERS3600 STACKING CABLE 0.5M	1 Year Warranty	
700512589	EAN	ERS3600 STACKING CABLE 1.0M	ERS3600 STACKING CABLE 1.0M	1 Year Warranty	
700512595	EAN	RACK MOUNT ERS3600 ERS4900 ERS5900	RACK MOUNT KIT TWO POST SUPPORTS ERS3600 ERS4900 ERS5900	1 Year Warranty	
08A-CON-CBL	Fixed L2	800 SERIES CONSOLE CABLE KIT		No Warranty	12/31/2022
08A-RPS-130P	Fixed L2	130W POE RPS FOR THE 08G20G208P SWITCH		Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08A-RPS-150	Fixed L2	150W RPS FOR 24/48 PORT 800 SERIES		Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08A-RPS-24	Fixed L2	RPS FOR 08G20G208 SWITCH		No Warranty	12/31/2022
08A-RPS-500P	Fixed L2	500W POE RPS FOR 24/48 POE 800 SERIES	500W POE RPS FOR 24/48 POE 800 SERIES	Limited Lifetime Warranty with express Advanced Hardware	12/31/2022

				Replacement-2	
08G20G2-08	Fixed L2	8 PORT 10/100/1000 800SERIES SWITCH	8 PORT 10/100/1000 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08G20G2-08P	Fixed L2	8 PORT 10/100/1000 POE 800SERIES SWITCH	8 PORT 10/100/1000 POE 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08G20G4-24	Fixed L2	24 PORT 10/100/1000 800SERIES SWITCH	24 PORT 10/100/1000 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08G20G4-24P	Fixed L2	24 PORT 10/100/1000 POE 800SERIES	24 PORT 10/100/1000 POE 800SERIES	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08G20G4-48	Fixed L2	48 PORT 10/100/1000 800SERIES SWITCH	48 PORT 10/100/1000 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware	12/31/2022

				Replacement-2	
08G20G4-48P	Fixed L2	48 PORT 10/100/1000 POE 800SERIES	48 PORT 10/100/1000 POE 800SERIES	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08H20G4-24	Fixed L2	24 PORT 10/100 800SERIES SWITCH	24 PORT 10/100 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08H20G4-24P	Fixed L2	24 PORT 10/100 POE 800SERIES SWITCH	24 PORT 10/100 POE 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08H20G4-48	Fixed L2	48 PORT 10/100 800SERIES SWITCH	48 PORT 10/100 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
08H20G4-48P	Fixed L2	48 PORT 10/100 POR 800SERIES SWITCH	48 PORT 10/100 POR 800SERIES SWITCH	Limited Lifetime Warranty with express Advanced Hardware	12/31/2022

				Replacement-2	
10051H	Optics	1000BASESX SFP Hi	1000BASESX SFP MMF 220 550 meters LC connector Industrial Temp	1 Year Warranty	
10052H	Optics	1000BASELX SFP Hi	1000BASELX SFP MMF 220 550 meters SMF 10km LC connector Industrial Temp	1 Year Warranty	
10053H	Optics	1000BASEZX SFP Hi	1000BASEZX SFP SMF 70km LC connector Industrial Temp	1 Year Warranty	
10056H	Optics	1000BASEBXD BiDi SFP Hi	1000BASEBXD SFP 1490nm TX/1310nm RX wavelength Industrial Temp	1 Year Warranty	
10057H	Optics	1000BASEBXU BiDi SFP Hi	1000BASEBXU SFP 1310nm TX/1490nm RX wavelength Industrial Temp	1 Year Warranty	
10060H	Optics	100LX/1000LX SFP Hi	Dualspeed 100 LX / 1000 LX SFP LC connector Industrial Temp	1 Year Warranty	
10070H	Optics	10/100/1000BASET SFP Hi	10/100/1000BASET SFP module CAT5 cable 100m link RJ45connector for Giga Bit Ethernet SFP Port Industrial Temp	1 Year Warranty	
10071H	Optics	1000BASESX SFP 10 Pack Hi	1000BASESX SFP 10 Pack Industrial Temp	1 Year Warranty	
10072H	Optics	1000BASELX SFP 10 Pack Hi	1000BASELX SFP 10 Pack Industrial Temp	1 Year Warranty	
100FX-SFP-IR-OM	SRA	100BASEFX IR SFP OPTIC FOR SMF W/ LC C	100BASEFX IR SFP OPTIC FOR SMF W/ LC C	1 Year Warranty	10/31/2024
100FX-SFP-LR-OM	SRA	100BASEFX LR SFP OPTIC FOR SMF W/ LC CO	100BASEFX LR SFP OPTIC FOR SMF W/ LC CO	1 Year Warranty	10/31/2024
100FX-SFP-OM	SRA	100BASEFX SFP OPTIC MMF LC CONN OPTI	100BASEFX SFP OPTIC MMF LC CONN OPTI	1 Year Warranty	10/31/2024
100FX-SFP-OM-8	SRA	100BASEFX SFP MMF LC CONN 8 PK	100BASEFX SFP MMF LC CONN 8 PK	1 Year Warranty	10/31/2024
100G-CFP2-ER4-40KM	SRA	100GBE CFP2 (LC)ER440KM OVER SMF	100 GbE CFP2 optic (LC) ER4 for distances up to 40 km over SMF	1 Year Warranty	10/31/2024

100G-CFP2-LR4-10KM	SRA	100GE CFP2 LR410KM OPTICS 1 PACK	100 GbE CFP2 optic (LC) LR4 for distances up to 10 km over SMF	1 Year Warranty	10/31/2024
100G-CFP2-SR10	SRA	100GE CFP2 SR OPTICS 1 PACK	100 GbE CFP2 optic SR10 for distances up to 100 m over MMF 1pack	1 Year Warranty	10/31/2024
100G-QSFP28-CWDM4-2KM	SRA	100GBASE CWDM4 QSFP TRANS LC 2KM OVER SM	100 GbE QSFP28 optic (LC) CWDM4 for distances up to 2 km over SMF	1 Year Warranty	10/31/2024
100G-QSFP28-LR4L-2KM	SRA	100GBE QSFP28 (LC)LR4LITE2 KM OVER SM	100 GbE QSFP28 optic (LC) LR4Lite for distances up to 2 km over SMF	1 Year Warranty	10/31/2024
100G-QSFP28-LR4-LP-10KM	SRA	100G QSFP28 LR4 LOWPOWER 10KM OVER SMF	100 GbE QSFP28 optic (LC) LR4 low power for distances up to 10 km over SMF	1 Year Warranty	10/31/2024
100G-QSFP28-SR4	SRA	100GBE QSFP28 (MTP 1X12)SR4100M MMF	100 GbE QSFP28 optic (MTP 1x12) SR4 for distances up to 100 m over MMF	1 Year Warranty	10/31/2024
100G-QSFP-4SFP-P-0101	SRA	100GB QSFP TO 4 SFP28 PASSIVE DAC1M	100GE Direct Attached QSFP28 to 4 SFP28 Passive Copper cable 1m 1pack	1 Year Warranty	10/31/2024
100G-QSFP-4SFP-P-0301	SRA	100GB QSFP TO 4 SFP28 PASSIVE DAC3M	100GE Direct Attached QSFP28 to 4 SFP28 Passive Copper cable 3m 1pack	1 Year Warranty	10/31/2024
100G-QSFP-ESR4	SRA	100GBASESR4 QSFP+(MODULE) 300M	100GBASEESR4 QSFP+ optic (MTP 1x8 or 1x12) 300m over MMF 1pack	1 Year Warranty	10/31/2024
100G-QSFP-QSFP-AOC-1001	SRA	100GB QSFP DIRECT ATTACH AOC10M	100GE Direct Attached QSFP+ to QSFP+ Active Optical Cable 10m 1pack	1 Year Warranty	10/31/2024
100G-QSFP-QSFP-P-0101	SRA	100G QSFP PASSIVE DIRECT ATTACH CABLE1	100GE Passive Direct Attached QSFP28 to QSFP28 Active Copper cable 1m 1pack	1 Year Warranty	10/31/2024
100G-QSFP-QSFP-P-0301	SRA	100GB QSFP PASSIVE DIRECT ATTACH CABLE3	100GE Passive Direct Attached QSFP28 to QSFP28 Active Copper cable 3m 1pack	1 Year Warranty	10/31/2024

100G-QSFP-QSFP-P-0501	SRA	100GB QSFP PASSIVE DIRECT ATTACH CABLE5	100GE Direct Attached QSFP28 to QSFP28 Passive Copper cable 5m 1pack	1 Year Warranty	10/31/2024
10313A	Optics	3m QSFP+ Passive Copper Cable	40 Gigabit Ethernet QSFP+ passive copper cable assembly 26 AWG 3m length.	1 Year Warranty	10/31/2023
10930A	Summit	Summit 300W AC PSU XT	300W AC Power Supply module for Summit X460 E4G400 Series Switches Extended Temparture Range from 10 to +50 degrees Celsius	Limited Lifetime Warranty with express Advanced Hardware Replacement	
10GB-4-C03-QSFP	Modular Interfaces	4X10GB SFP+ TO QSFP CU CABLE 3M	4X10GB SFP+ TO QSFP CU CABLE 3M	1 Year Warranty	
10GB-4-F20-QSFP	Modular Interfaces	4X10GB SFP+ TO QSFP FIBER CABLE 20M		1 Year Warranty	12/31/2019
10GBASE-ER-XFP	Modular Interfaces	10 GBE EXTENDED REACH XFP		1 Year Warranty	03/31/2020
10GBASE-LR-XFP	Modular Interfaces	10 GBE LONG REACH XFP		1 Year Warranty	03/31/2020
10GBASE-SR-XFP	Modular Interfaces	10 GBE SHORT REACH XFP		1 Year Warranty	03/31/2020
10GBASE-ZR-XFP	Modular Interfaces	10GBASE ZR XFP 80KM OPTIC		1 Year Warranty	06/12/2020
10GB-BX10-D	Modular Interfaces	10 GB SINGLE FIBER SM D 10 KM	10 GB, SINGLE FIBER SM, -D 10 KM	1 Year Warranty	
10GB-BX10-U	Modular Interfaces	10 GB SINGLE FIBER SM U 10 KM	10 GB, SINGLE FIBER SM, -U 10 KM	1 Year Warranty	
10GB-BX40-D	Modular Interfaces	10 GB SINGLE FIBER SM D 40 KM	10 GB, SINGLE FIBER SM, -D 40 KM	1 Year Warranty	
10GB-BX40-U	Modular Interfaces	10 GB SINGLE FIBER SM U 40 KM	10 GB, SINGLE FIBER SM, -U 40 KM	1 Year Warranty	
10GB-C01-SFPP	Modular Interfaces	SFP+ PLUGGABLE COPPER CABLE 1M	SFP+ PLUGGABLE COPPER CABLE 1M	1 Year Warranty	
10GB-C03-SFPP	Modular Interfaces	SFP+ PLUGGABLE COPPER CABLE 3M	SFP+ PLUGGABLE COPPER CABLE 3M	1 Year Warranty	
10GB-C10-SFPP	Modular Interfaces	SFP+ PLUGGABLE COPPER CABLE 10M	SFP+ PLUGGABLE COPPER CABLE 10M	1 Year Warranty	
10GB-ER21-SFPP	Modular Interfaces	10GB SFPP DWDM CHANNEL 21 40 KM		1 Year Warranty	05/30/2024

10GB-ER23-SFPP	Modular Interfaces	10GBER DWDM CH23 SFP+		1 Year Warranty	05/30/2024
10GB-ER24-SFPP	Modular Interfaces	10GB SFPP DWDM CHANNEL 24 40 KM		1 Year Warranty	05/30/2024
10GB-ER29-SFPP	Modular Interfaces	10GBER DWDM CH29 SFP+		1 Year Warranty	05/30/2024
10GB-ER31-SFPP	Modular Interfaces	10GB SFPP DWDM CHANNEL 31 40 KM	10GB SFPP, DWDM, CHANNEL 31, 40 KM	1 Year Warranty	
10GB-ER33-SFPP	Modular Interfaces	10GB SFPP DWDM CHANNEL 33 40 KM		1 Year Warranty	05/30/2024
10GB-EREX-SFPP	Modular Interfaces	10 GB 1GB DUAL RATE ER EX SMF	10 GB 1GB DUAL RATE ER EX SMF	1 Year Warranty	
10GB-ER-SFPP	Modular Interfaces	10GBASE ER SFP+ (40K)	10GBASE ER SFP+ (40K)	1 Year Warranty	
10GB-F10-SFPP	Modular Interfaces	10 GB ACTIVE OPTICAL DAC 10 M	10 GB, ACTIVE OPTICAL DAC, 10 M	1 Year Warranty	
10GB-F20-SFPP	Modular Interfaces	10 GB ACTIVE OPTICAL DAC 20 M	10 GB, ACTIVE OPTICAL DAC, 20 M	1 Year Warranty	
10GB-LR271-SFPP	Modular Interfaces	10GB CWDM LR SFP+ 1271NM		1 Year Warranty	05/30/2024
10GB-LR291-SFPP	Modular Interfaces	10GB CWDM LR SFP+ 1291NM		1 Year Warranty	05/30/2024
10GB-LR311-SFPP	Modular Interfaces	10GB CWDM LR SFP+ 1311NM		1 Year Warranty	05/30/2024
10GB-LR331-SFPP	Modular Interfaces	10GB CWDM LR SFP+ 1331NM		1 Year Warranty	05/30/2024
10GB-LRLX-SFPP	Modular Interfaces	10GB 1GB DUAL RATE LR LX SMF	10GB, 1GB DUAL RATE LR LX SMF	1 Year Warranty	
10GB-LRM-SFPP	Modular Interfaces	10GBASELRM SFP+ 220M MM OPTIC	10GBASE-LRM SFP+ 220M MM OPTIC	1 Year Warranty	
10GB-LRM-SFPP-G	Modular Interfaces	10GB LRM MM SFP+ TAA	10GB, LRM, MM, SFP+, TAA	1 Year Warranty	
10GB-LR-SFPP	Modular Interfaces	10 GBASELR SFP+ 10K SM OPTIC	10 GBASE-LR SFP+ 10K SM OPTIC	1 Year Warranty	
10GB-LR-SFPP-G	Modular Interfaces	10GB LR SM SFP+ TAA	10GB, LR, SM, SFP+, TAA	1 Year Warranty	
10GB-SR-SFPP	Modular Interfaces	GBASESR SFP+ 33/82M MM OPTIC	GBASE-SR SFP+ 33/82M MM OPTIC	1 Year Warranty	
10GB-SR-SFPP-G	Modular Interfaces	10GB SR MM SFP+ TAA	10GB, SR, MM, SFP+, TAA	1 Year Warranty	
10GB-SRSX-SFPP	Modular Interfaces	10GB 1GB DUAL RATE SR SX MMF	10GB, 1GB DUAL RATE SR SX MMF	1 Year Warranty	
10GB-USR-48PK	Modular Interfaces	BUNDLE OF 48 10GBUSRSFPP		1 Year Warranty	04/03/2023
10GB-USR-SFPP	Modular Interfaces	10GB 10GBASEUSR MMF SFP+		1 Year Warranty	12/31/2022

10GB-ZR-SFPP	Modular Interfaces	10GB 80KM SFP+	10GB 80KM SFP+	1 Year Warranty	
10G-SFP-AOC-0701	SRA	CBLOPTICAL7MSFP+DIRECT10GACTIVE1 P	CBLOPTICAL7MSFP+DIRECT10GACTIVE1 P	1 Year Warranty	10/31/2024
10G-SFP-AOC-1001	SRA	CBLOPTICAL10MSFP+DIRECT10GACTIVE1	CBLOPTICAL10MSFP+DIRECT10GACTIVE1	1 Year Warranty	10/31/2024
10G-SFP-BXD-S	SRA	10GE LR SFP+ OPTIC (LC) BIDIRECTIONAL DO	10GE LR SFP+ OPTIC (LC) BIDIRECTIONAL DO	1 Year Warranty	10/31/2024
10G-SFP-BXU-S	SRA	10GE LR SFP+ OPTIC (LC) BIDIRECTIONAL UP	10GE LR SFP+ OPTIC (LC) BIDIRECTIONAL UP	1 Year Warranty	10/31/2024
10G-SFP-ER	SRA	10GBASEER SFP+ OPTIC (LC)UP TO 40KM	10GBASEER SFP+ OPTIC (LC)UP TO 40KM	1 Year Warranty	10/31/2024
10G-SFP-ER-2	SRA	10GBASEER SFP+ OPTIC (LC)40KM 2PACK	10GBASEER SFP+ OPTIC (LC)40KM 2PACK	1 Year Warranty	10/31/2024
10G-SFP-LR	SRA	10GBASELRSFP+ OPTIC (LC)10KM SMF	10GBASELRSFP+ OPTIC (LC)10KM SMF	1 Year Warranty	10/31/2024
10G-SFP-LR-8	SRA	10GBASELRSFPP SMF LC CONNECTOR 8PACK	10GBASELRSFPP SMF LC CONNECTOR 8PACK	1 Year Warranty	10/31/2024
10G-SFP-LRM	SRA	10GBASELRM 1310NM SFP+ OPTIC (LC) TAR	10GBASELRM 1310NM SFP+ OPTIC (LC) TAR	1 Year Warranty	10/31/2024
10G-SFP-LRM-8	SRA	10GBASELRM SFP+ OPTIC (LC)220M 8PACK	10GBASELRM SFP+ OPTIC (LC)220M 8PACK	1 Year Warranty	10/31/2024
10G-SFP-LR-S	SRA	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	1 Year Warranty	10/31/2024
10G-SFP-LR-S8	SRA	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	1 Year Warranty	10/31/2024
10G-SFP-LR-SA	SRA	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	1 Year Warranty	10/31/2024
10G-SFP-LR-SA8	SRA	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	10GBASELR SFP+ OPTIC (LC)10KM OVERSMF	1 Year Warranty	10/31/2024
10G-SFPP-USR-8-E	SRA	10GE USR SFP+ HIGH RX SENSITIVITY8PAC	10GE USR SFP+ optic (LC) w/ 13dBm Rx sensitivity 100m over MMF 8pack	1 Year Warranty	10/31/2024
10G-SFPP-USR-E	SRA	10GE USR SFP+HIGH RX SENSITIVITY1PACK	10GE USR SFP+ optic (LC) w/ 13dBm Rx	1 Year Warranty	10/31/2024

			sensitivity 100m over MMF 1pack		
10G-SFP-SR	SRA	10GBASESRSFP+ OPTIC (LC)300M MMF	10GBASESRSFP+ OPTIC (LC)300M MMF	1 Year Warranty	10/31/2024
10G-SFP-SR-8	SRA	10GBASESRSFPP MMF LC CONNECTOR 8PACK	10GBASESRSFPP MMF LC CONNECTOR 8PACK	1 Year Warranty	10/31/2024
10G-SFP-SR-S	SRA	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	1 Year Warranty	10/31/2024
10G-SFP-SR-S8	SRA	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	1 Year Warranty	10/31/2024
10G-SFP-SR-SA	SRA	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	1 Year Warranty	10/31/2024
10G-SFP-SR-SA8	SRA	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	10GBASESR SFP+OPTIC(LC) 300M MMFSTD	1 Year Warranty	10/31/2024
10G-SFP-TWX-0101	SRA	DIRECT ATTACHED SFPP COPPER1M1PACK	DIRECT ATTACHED SFPP COPPER1M1PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-0108	SRA	DIRECT ATTACHED SFPP COPPER1M8PACK	DIRECT ATTACHED SFPP COPPER1M8PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-0301	SRA	DIRECT ATTACHED SFPP COPPER3M1PACK	DIRECT ATTACHED SFPP COPPER3M1PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-0308	SRA	DIRECT ATTACHED SFPP COPPER3M8PACK	DIRECT ATTACHED SFPP COPPER3M8PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-0501	SRA	DIRECT ATTACHED SFPP COPPER5M1PACK	DIRECT ATTACHED SFPP COPPER5M1PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-0508	SRA	DIRECT ATTACHED SFPP COPPER5M8PACK	DIRECT ATTACHED SFPP COPPER5M8PACK	1 Year Warranty	10/31/2024
10G-SFP-TWX-P-0101	SRA	10GE SFP+DAC CABLE1M 1PACK PASSIVE	10GE SFP+DAC CABLE1M 1PACK PASSIVE	1 Year Warranty	10/31/2024
10G-SFP-TWX-P-0108	SRA	10GE SFP+ DAC CABLE 1M 8PACK PASSIVE	10GE SFP+ DAC CABLE 1M 8PACK PASSIVE	1 Year Warranty	10/31/2024
10G-SFP-TWX-P-0301	SRA	10GE SFP+ DAC CABLE 3M 1PACK PASSIVE	10GE SFP+ DAC CABLE 3M 1PACK PASSIVE	1 Year Warranty	10/31/2024

10G-SFP-TWX-P-0308	SRA	10GE SFP+ DAC CABLE 3M 8PACK PASSIVE	10GE SFP+ DAC CABLE 3M 8PACK PASSIVE	1 Year Warranty	10/31/2024
10G-SFP-TWX-P-0501	SRA	10GE SFP+ DAC CABLE 5M 1PACK PASSIVE	10GE SFP+ DAC CABLE 5M 1PACK PASSIVE	1 Year Warranty	10/31/2024
10G-SFP-TWX-P-0508	SRA	10GE SFP+ DAC CABLE 5M 8PACK PASSIVE	10GE SFP+ DAC CABLE 5M 8PACK PASSIVE	1 Year Warranty	10/31/2024
10G-SFP-USR	SRA	SFP+ 10G USR OPTIC 1 PK BR	SFP+ 10G USR OPTIC 1 PK BR	1 Year Warranty	10/31/2024
10G-SFP-USR-8	SRA	SFP+ 10G USR OPTIC 8 PK BR	SFP+ 10G USR OPTIC 8 PK BR	1 Year Warranty	10/31/2024
10G-SFP-USR-SA	SRA	10GE USR SFP+ OPTIC (LC)RANGE 100M MMF	10GE USR SFP+ OPTIC (LC)RANGE 100M MMF	1 Year Warranty	10/31/2024
10G-SFP-USR-SA8	SRA	10GE USR SFP+ OPTIC (LC)RANGE 100M MMF	10GE USR SFP+ OPTIC (LC)RANGE 100M MMF	1 Year Warranty	10/31/2024
10G-SFP-ZR	SRA	10GBASEZRSFP+ OPTIC (LC)UP TO 80KM	10GBASEZRSFP+ OPTIC (LC)UP TO 80KM	1 Year Warranty	10/31/2024
10G-SFP-ZR-2	SRA	10GBASEZR SFP+ OPTIC (LC)80KM 2PACK	10GBASEZR SFP+ OPTIC (LC)80KM 2PACK	1 Year Warranty	10/31/2024
10G-SFP-ZRD-T	SRA	10GBASEZRD TUNABLE DWDM 80 KM SFP+	10GBASEZRD TUNABLE DWDM 80 KM SFP+	1 Year Warranty	10/31/2024
10G-XFP-1310-LRM	SRA	10GBE XFP TRANSCEIVER UP TO 220 MM FIBER	Pluggable 10GbE XFP transceiver (LC) 1310 nm serial for use on multimode fiber (FDDIgrade) up to 220 meters MM fiber compatible with 10GBASELRM optics	1 Year Warranty	10/31/2024
10G-XFP-ER	SRA	OPTIC 10GBE ER XFP SMF LC CONNECTOR	1550nm serial pluggable XFP optic (LC) for up to 40km over SMF	1 Year Warranty	10/31/2024
10G-XFP-LR	SRA	OPTIC 10GBE LR XFP SMF LC CONNECTOR	1310nm serial pluggable XFP optic (LC) for up to 10km over SMF	1 Year Warranty	10/31/2024
10G-XFP-LR-4	SRA	OPTIC 10GBE LR XFP SMF LC CONN 4PK	1310nm serial pluggable XFP optic (LC) for up to 10km over SMF 4 Pack	1 Year Warranty	10/31/2024
10G-XFP-SR	SRA	OPTIC 10GBE SR XFP MMF LC CONNECTOR	850nm serial pluggable XFP optic (LC) target range 300m over MMF	1 Year Warranty	10/31/2024

10G-XFP-SR-4	SRA	OPTIC 10GBE SR XFP MMF LC CONN 4PK	850nm serial pluggable XFP optic (LC) 4 Pack target range 300m over MMF	1 Year Warranty	10/31/2024
10G-XFP-ZR	SRA	OPTIC 10GBE ZR XFP SMF LC CONNECTOR	1550nm serial pluggable XFP optic (LC) for up to 80km over SMF	1 Year Warranty	10/31/2024
16172T	Summit	X450G224tGE4FBTAA	24 10/100/1000BASET 4 1000BASEX unpopulated SFP two 21Gb stacking ports (QSFP) 1 Fixed AC PSU 1 RPS port fan module FronttoBack ExtremeXOS Edge license w Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16173T	Summit	X450G224pGE4FB715TAA	24 10/100/1000BASET POE+ 4 1000BASEX unpopulated SFP two 21Gb stacking ports (QSFP) 2 power supply slots populated with 715W PS fan module FronttoBack ExtremeXOS Edge license w Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16177T	Summit	X450G224p10GE4FB715TAA	24 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ two 21Gb stacking ports (QSFP) 2 power supply slots populated with 715W PS fan module FronttoBack ExtremeXOS Edge license w Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16179T	Summit	X450G248p10GE4FB1100TAA	48 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ two 21Gb stacking ports (QSFP) 2 power supply slots populated with 1100W PS fan module FronttoBack ExtremeXOS Edge license w Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

16301T	Summit	Summit X48048tTAA	48 10/100/1000BASET 4 100/1000BASEX unpopulated SFP (shared) No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license Trade Agreement Act compliant model.	1 Year Warranty	12/31/2023
16303T	Summit	Summit X48024xTAA	24 100/1000BASEX unpopulated SFP 12 10/100/1000BASET (shared) 2 unpopulated XFP ports No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license Trade Agreement Act compliant model.	1 Year Warranty	12/31/2023
16304T	Summit	Summit X48048xTAA	48 100/1000BASEX unpopulated SFP No PSU with two unpopulated PSU slots one VIM2 slot ExtremeXOS Advanced Edge license Trade Agreement Act compliant model.	1 Year Warranty	12/31/2023
16401T	Summit	Summit X46024tTAA	24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 24 10/100/1000BASET 8 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License Trade Agreement Act compliant model.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022

16402T	Summit	Summit X46048tTAA	48 10/100/1000BASET 4 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License Trade Agreement Act compliant model.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16403T	Summit	Summit X46024pTAA	24 10/100/1000BASET PoEplus 8 100/1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) XGM3 slot Stacking module slot 750W AC PoE PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License Trade Agreement Act compliant model.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16405T	Summit	Summit X46024xTAA	24 100/1000BASEX unpopulated SFP 8 10/100/1000BASET (4 10/100/1000BASET ports shared with SFP ports) XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License Trade Agreement Act compliant model.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022
16406T	Summit	Summit X46048xTAA	48 100/1000BASEX unpopulated SFP XGM3 slot Stacking module slot 300W AC PSU with one unpopulated PSU slot Fan Module ExtremeXOS Edge License Trade Agreement Act compliant model.	Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2022

16501T	Summit	Summit X4408tTAA	8 10/100/1000BASET 4 1000BASEX unpopulated SFP SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16502T	Summit	Summit X4408pTAA	8 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16503T	Summit	Summit X44024tTAA	24 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) Summit Stack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16504T	Summit	Summit X44024pTAA	24 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) Summit Stack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16505T	Summit	Summit X44048tTAA	48 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge	Limited Lifetime Warranty with express Advanced Hardware	03/31/2022

			license connector for external power supply TAA model	Replacement	
16506T	Summit	Summit X44048pTAA	48 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) SummitStack Stacking ports 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16507T	Summit	Summit X44024t10GTAA	24 10/100/1000BASET 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16508T	Summit	Summit X44024p10GTAA	24 10/100/1000BASET PoEplus 4 1000BASEX unpopulated SFP (4 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16509T	Summit	Summit X44048t10GTAA	48 10/100/1000BASET 2 1000BASEX unpopulated SFP (2 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022

16510T	Summit	Summit X44048p10GTAA	48 10/100/1000BASET PoEplus 2 1000BASEX unpopulated SFP (2 SFP ports shared with 10/100/1000BASET ports) 2 10GBASEX SFP+ 1 AC PSU ExtremeXOS Edge license connector for external power supply TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement	03/31/2022
16531T	Summit	X440G212p10GE4TAA	X440G2 12 10/100/1000BASET POE+ 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16532T	Summit	X440G224t10GE4TAA	X440G2 24 10/100/1000BASET 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16533T	Summit	X440G224p10GE4TAA	X440G2 24 10/100/1000BASET POE+ 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16535T	Summit	X440G248p10GE4TAA	X440G2 48 10/100/1000BASET POE+ 4 SFP combo 4 1GbE unpopulated SFP upgradable to 10GbE SFP+ (2 combo/2 noncombo) 2 1GbE copper combo upgradable	Limited Lifetime Warranty with express Advanced Hardware	

			to 10GbE 1 Fixed AC PSU 1 RPS port ExtremeXOS TAA model	Replacement-2	
16538T	Summit	X440G224x10GE4TAA	X440G2 24 unpopulated 1000BASEX SFP (4 combo) 4 10/100/1000 combo 4 1GbE unpopulated SFPupgradable to 10GbE SFP+ 1 Fixed AC PSU 1 RPS port ExtremeXOS Edge license TAA model	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16703T	Summit	X460G224p10GE4FB715TAA	24 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 715W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16704T	Summit	X460G248p10GE4FB1100TAA	48 10/100/1000BASET POE+ 4 10GBASEX unpopulated SFP+ Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 1100W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16705T	Summit	X460G224x10GE4FBACTAA	24 SFP 4 10GBASEX unpopulated SFP+ Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 300W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

			with EXOS Release 22.1 or greater		
16706T	Summit	X460G248x10GE4FBACTAA	48 SFP 4 10GBASEX unpopulated SFP+ Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 300W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16710T	Summit	Summit X460G2 VIM2qTAA	TAAcompliant Optional Virtual Interface Module for the rear of the X460G2 providing 2 40GBASEX ports unpopulated QSFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16711T	Summit	Summit X460G2 VIM2xTAA	TAAcompliant Optional Virtual Interface Module for the rear of the X460G2 providing 2 10GBASEX ports unpopulated SFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16712T	Summit	Summit X460G2 VIM2tTAA	TAAcompliant Optional Virtual Interface Module for the rear of the X460G2 providing 2 10GBASET ports	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16713T	Summit	Summit X460G2 VIM2ssTAA	TAAcompliant Optional Virtual Interface Module for the rear of the X460G2	Limited Lifetime Warranty with	

			providing 2 ports of Extremes SummitStack	express Advanced Hardware Replacement-2	
16715T	Summit	Summit X460G2 TMCLKTAA	TAAcompliant Optional Timing Module for the rear of the X460G2 providing the hardware for SyncE and 1588 PTP clocking with 2 ports of miniBNC connectors for clocking outputs	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16716T	Summit	X460G224tGE4FBACTAA	24 10/100/1000BASET 4 1000BASEX unpopulated SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 300W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16718T	Summit	X460G224pGE4FB715TAA	24 10/100/1000BASET POE+ 4 1000BASEX unpopulated SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 715W PS fan module FronttoBack ExtremeXOS Advanced Edge license with Policy with EXOS Release 22.1 or greater	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
16719T	Summit	X460G248pGE4FB1100TAA	48 10/100/1000BASET POE+ 4 1000BASEX unpopulated SFP Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 power supply slots populated with 1100W PS fan module FronttoBack ExtremeXOS Advanced	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	

			Edge license with Policy with EXOS Release 22.1 or greater		
16720T	Summit	X460G216mp32p10GE4FB TAA	16 100Mb/1.0/2.5GbE PoE+ 32 10/100/1000BASET PoE+ 4 1000/10G BaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 1100 watt power supplies fan module FronttoBack EXOS Advanced Edge license w Policy Trade Agreement Act	Limited Lifetime Warranty with express Advanced Hardware Replacem ent-2	
16756T	Summit	X460G224p24hp10GE4FB TAA	X460G2 24 10/100/1000 full duplex PoE+ 24 10/100/1000 full/half duplex PoE+ 4 1000/10G SFP+ ports Rear VIM Slot Rear Timing Slot 2 1100W AC power supplies fan module FronttoBack airflow ExtremeXOS Advanced Edge w Policy Trade Agreement Act	Limited Lifetime Warranty with express Advanced Hardware Replacem ent-2	
16757T	Summit	X460G224t24ht10GE4FBT AA	X460G2 24 10/100/1000 full duplex 24 10/100/1000 full/half duplex 4 1000/10G SFP+ ports Rear VIM Slot Rear Timing Slot two 300W AC power supplies fan module FronttoBack airflow ExtremeXOS Advanced Edge w Policy Trade Agreement Act model	Limited Lifetime Warranty with express Advanced Hardware Replacem ent-2	
16G-SFP-000192	SRA	FRUSFP+SWL16G1PKBR	FRUSFP+SWL16G1PKB R	1 Year Warranty	10/31/2024
16G-SFP-000193	SRA	FRUSFP+SWL16G8PKBR	FRUSFP+SWL16G8PKB R	1 Year Warranty	10/31/2024
16G-SFP-000198	SRA	FRUSFP+LWL16G10KM1 PKBR	FRUSFP+LWL16G10KM 1PKBR	1 Year Warranty	10/31/2024

16G-SFP-000199	SRA	FRUSFP+LWL16G10KM8PKBR	FRUSFP+LWL16G10KM8PKBR	1 Year Warranty	10/31/2024
16G-SFP-000245	SRA	FRU QSFP SWL 4X16G FCCOMPLIANT 1PK	FRU QSFP SWL 4X16G FCCOMPLIANT 1PK	1 Year Warranty	10/31/2024
17101T	Summit	Summit X670V48xFBTAA	48 10GBASEX SFP+ one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License unpopulated dual PSU power slot FronttoBack airflow fan module Trade Agreement Act compliant model.	1 Year Warranty	06/30/2022
17102T	Summit	Summit X670V48xBFTAA	48 10GBASEX SFP+ one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License unpopulated dual PSU power slot BacktoFront airflow fan module Trade Agreement Act compliant model.	1 Year Warranty	06/30/2022
17103T	Summit	Summit X67048xFBTAA	48 10GBASEX SFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot FronttoBack airflow fan module Trade Agreement Act compliant model.	1 Year Warranty	06/30/2022
17104T	Summit	Summit X67048xBFTAA	48 10GBASEX SFP+ ExtremeXOS Advanced Edge License unpopulated dual PSU power slot BacktoFront airflow fan module Trade Agreement Act compliant model.	1 Year Warranty	06/30/2022
17201T	Summit	Summit X670V48tFBACTAA	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48GBaseT ports) one VIM4 slot (unpopulated) ExtremeXOS Advanced Edge License 2 FronttoBack 550W AC power suppliesFronttoBack airflow fansTrade	1 Year Warranty	03/01/2024

			Agreement Compliant model		
17202T	Summit	Summit X670V48tBFACTAA	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated)ExtremeXOS Advanced Edge License2 BacktoFront 550W AC power suppliesBacktoFront airflow fansTrade Agreement Compliant model	1 Year Warranty	03/01/2024
17203T	Summit	Summit X670V48tFBDCTAA	48 10GBASET4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports) one VIM4 slot (unpopulated)ExtremeXOS Advanced Edge License 2 FronttoBack 550W DC power suppliesFronttoBack airflow fansTrade Agreement Compliant model	1 Year Warranty	03/01/2024
17204T	Summit	Summit X670V48tBFDCTAA	48 10GBASET4 10GBASEX (unpopulated and shared with 4 ports of the 48 10GBaseT ports)one VIM4 slot (unpopulated)ExtremeXOS Advanced Edge License 2 BacktoFront 550W DC power supplies BacktoFront airflow fansTrade Agreement Compliant model	1 Year Warranty	03/01/2024

17205T	Summit	Summit X670V48tFBMIXTAA	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of 10GBaseT ports)one VIM4 slot(unpopulated)Extreme XOS Advanced Edge License1 FronttoBack 550W AC power supply1 FronttoBack 550W DC power supplyFronttoBack airflow fansTAA	1 Year Warranty	03/01/2024
17206T	Summit	Summit X670V48tBFMIXTAA	48 10GBASET 4 10GBASEX (unpopulated and shared with 4 ports of 10GBaseT ports)one VIM4 slot(unpopulated)Extreme XOS Advanced Edge License1 FronttoBack 550W AC power supply1 FronttoBack 550W DC power supplyBackto Front airflow fansTAA	1 Year Warranty	03/01/2024
17310T	Summit	X670G248x4qFBACTAA	TAA Summit X670G248x4q 48 10GBASEX SFP+ and 4 40GBASEX QSFP+ ExtremeXOS Advanced Edge License 2 550W AC Power Supplies with FronttoBack airflow and 3 FronttoBack airflow fan modules	1 Year Warranty	
17401G	Summit	X62016xBF TAA	X620 16 100Mb/1Gb/10GBASEX SFP+ ports 2 BF 300W AC power supplies 1 BF Fan Module ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17401T	Summit	X62016xFB TAA	X620 16 100Mb/1Gb/10GBASEX SFP+ ports 2 FB 300W	Limited Lifetime Warranty	

			AC power supplies 1 FB Fan Module ExtremeXOS Edge license	with express Advanced Hardware Replacement-2	
17402G	Summit	X62016tBF TAA	X620 12 100Mb/1Gb/10GBASET ports with EEE 4 100Mb/1Gb/10GBASET with EEE shared with 4 1Gb/10GBASEX SFP+ ports 2 BF 300W AC power supplies 1 BF Fan Module ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
17402T	Summit	X62016tFB TAA	X620 12 100Mb/1Gb/10GBASET ports with EEE 4 100Mb/1Gb/10GBASET with EEE shared with 4 1Gb/10GBASEX SFP+ ports 2 FB 300W AC power supplies 1 FB Fan Module ExtremeXOS Edge license	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
18104-6PK	VPE	V40048p10GE4 6Pack	Six Pack of V400 Series 48 101001000BASET PoE 4 100010GBaseX unpopulated SFP ports fixed power supply and fans	Limited Lifetime Warranty with express Advanced Hardware Replacement	
1G-SFP-000190	SRA	FRUSFP1GE COPPER1PKROHSBR	FRUSFP1GE COPPER1PKROHSBR	1 Year Warranty	10/31/2024
1G-SFP-BXD	SRA	1000BASEBXD SFP 1490NM SMF LC (CON	1000BASEBXD SFP 1490NM SMF LC (CON	1 Year Warranty	10/31/2024
1G-SFP-BXU	SRA	1000BASEBXU SFP 1310NM SMF LC (CON	1000BASEBXU SFP 1310NM SMF LC (CON	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1470	SRA	CWDM MGBIC OPTIC 80KM 1470NM LC CONNE	CWDM MGBIC OPTIC 80KM 1470NM LC CONNE	1 Year Warranty	10/31/2024

1G-SFP-CWDM80-1490	SRA	CWDM MGBIC OPTIC 80KM 1490NM LC CONNE	CWDM MGBIC OPTIC 80KM 1490NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1510	SRA	CWDM MGBIC OPTIC 80KM 1510NM LC CONNE	CWDM MGBIC OPTIC 80KM 1510NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1530	SRA	CWDM MGBIC OPTIC 80KM 1530NM LC CONNE	CWDM MGBIC OPTIC 80KM 1530NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1550	SRA	CWDM MGBIC OPTIC 80KM 1550NM LC CONNE	CWDM MGBIC OPTIC 80KM 1550NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1570	SRA	CWDM MGBIC OPTIC 80KM 1570NM LC CONNE	CWDM MGBIC OPTIC 80KM 1570NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1590	SRA	CWDM MGBIC OPTIC 80KM 1590NM LC CONNE	CWDM MGBIC OPTIC 80KM 1590NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-CWDM80-1610	SRA	CWDM MGBIC OPTIC 80KM 1610NM LC CONNE	CWDM MGBIC OPTIC 80KM 1610NM LC CONNE	1 Year Warranty	10/31/2024
1G-SFP-LHA-OM	SRA	1000BASELHA SFP OPTIC SMF LC CONN OP	1000BASELHA SFP OPTIC SMF LC CONN OP	1 Year Warranty	10/31/2024
1G-SFP-LHA-OM-T	SRA	1000BASELHA SFP OPTIC MMF LC CONNECT	1000BASELHA SFP OPTIC MMF LC CONNECT	1 Year Warranty	10/31/2024
1G-SFP-LHB	SRA	MODULE MINIGBIC OPTIC LHB SMF LC	MODULE MINIGBIC OPTIC LHB SMF LC	1 Year Warranty	10/31/2024
1G-SFP-LX-OM	SRA	1000BASELX SFP OPTIC SMF LC CONN OP	1000BASELX SFP OPTIC SMF LC CONN OP	1 Year Warranty	10/31/2024
1G-SFP-LX-OM-8	SRA	1000BASELX SFP OPTIC 8 PACKSMFLC CONN	1000BASELX SFP OPTIC 8 PACKSMFLC CONN	1 Year Warranty	10/31/2024
1G-SFP-LX-OM-T	SRA	1000BASELX SFP OPTIC SMF LC CONNECTOR	1000BASELX SFP OPTIC SMF LC CONNECTOR	1 Year Warranty	10/31/2024
1G-SFP-SX-OM	SRA	1000BASESX SFP OPTIC MMF LC CONN OP	1000BASESX SFP OPTIC MMF LC CONN OP	1 Year Warranty	10/31/2024
1G-SFP-SX-OM-8	SRA	1000BASESX SFP OPTIC 8 PACKMMFLC CONN	1000BASESX SFP OPTIC 8 PACKMMFLC CONN	1 Year Warranty	10/31/2024

1G-SFP-SX-OM-T	SRA	1000BASESX SFP OPTIC MMF LC CONNECTOR	1000BASESX SFP OPTIC MMF LC CONNECTOR	1 Year Warranty	10/31/2024
1G-SFP-TX	SRA	MODULE MINIGBIC TX 1000BASE RJ45	MODULE MINIGBIC TX 1000BASE RJ45	1 Year Warranty	10/31/2024
23844-00-00R	WiNG Wireless	CORD SET18AWG SVT 3COND 7.5FT	CORD SET18AWG SVT 3COND 7.5FT	1 Month Warranty Wing	
25-19371-01	WiNG Wireless	CBL ASSYANTENNA	CBL ASSYANTENNA	1 Month Warranty Wing	
25-72178-01	WiNG Wireless	CABLE JUMPER RPSMA(M) TO RPBNC(F)	CABLE JUMPER RPSMA(M) TO RPBNC(F)	1 Month Warranty Wing	
25-85391-01R	WiNG Wireless	Adapter RPSMAMNM	RPSMA (Male) to Type N (Male) Adapter	1 Month Warranty Wing	
25-85392-01R	WiNG Wireless	Adapter RPSMAMNF	RPSMA (Male) To Type N (Female) Adapter	1 Month Warranty Wing	
25-90262-01R	WiNG Wireless	Adapter RPSMAFNF	RPSMAFemale to NFemale adapter	1 Month Warranty Wing	
25-90263-01R	WiNG Wireless	Adapter RPSMAFNM	RPSMAFemale to NMale adapter	1 Month Warranty Wing	
25-90263-02R	WiNG Wireless	NMALE TO RPSMA FEMALE ADAPTER	NMALE TO RPSMA FEMALE ADAPTER	1 Month Warranty Wing	
25-97593-01R	WiNG Wireless	CBL ASSYSERIAL NULL MODEM DB9RJ45	CBL ASSYSERIAL NULL MODEM DB9RJ45	1 Month Warranty Wing	
25-99175-01R	WiNG Wireless	NType Female to NType Female Adaptor	NType Female to NType Female Adaptor	1 Month Warranty Wing	
25G-SFP28-SR	SRA	25GBASESR SFP28 MODULE100M	25GBASESR SFP28 MODULE100M	1 Year Warranty	10/31/2024
25G-SFP28-TWX-P-0101	SRA	25G PASSIVE DIRECT ATTACHED SFP28 COPPE	25G PASSIVE DIRECT ATTACHED SFP28COPPER 1MTR 1PK	1 Year Warranty	10/31/2024
25G-SFP28-TWX-P-0108	SRA	25G PASSIVE DIRECT ATTACHED SFP28 COPPE	25G PASSIVE DIRECT ATTACHED SFP28 COPPER 1MTR8PK	1 Year Warranty	10/31/2024

25G-SFP28-TWX-P-0301	SRA	25G PASSIVE DIRECT ATTACHED SFP28 COPPE	25G PASSIVE DIRECT ATTACHED SFP28 COPPER 3MTR1PK	1 Year Warranty	10/31/2024
25G-SFP28-TWX-P-0308	SRA	25G PASSIVE DIRECT ATTACHED SFP28 COPPE	25G PASSIVE DIRECT ATTACHED SFP28 COPPER 3MTR8PK	1 Year Warranty	10/31/2024
40GB-C0.5-QSFP	Modular Interfaces	40GB QSFP COPPER DAC 0.5M	40GB, QSFP COPPER DAC 0.5M	1 Year Warranty	
40GB-C01-QSFP	Modular Interfaces	40GB QSFP COPPER CABLE 1M	40GB, QSFP COPPER CABLE 1M	1 Year Warranty	
40GB-C03-QSFP	Modular Interfaces	40GB QSFP COPPER CABLE 3M	40GB, QSFP COPPER CABLE 3M	1 Year Warranty	
40GB-C07-QSFP	Modular Interfaces	40GB QSFP COPPER CABLE 7M	40GB, QSFP COPPER CABLE 7M	1 Year Warranty	
40GB-ESR4-QSFP	Modular Interfaces	40GB EXTENDED REACH SR4 MM QSFP+	40GB EXTENDED REACH SR4, MM QSFP+	1 Year Warranty	
40GB-F10-QSFP	Modular Interfaces	40GB QSFP FIBER CABLE 10M	40GB, QSFP FIBER CABLE 10M	1 Year Warranty	
40GB-F20-QSFP	Modular Interfaces	40GB QSFP FIBER CABLE 20M	40GB, QSFP FIBER CABLE 20M	1 Year Warranty	
40GB-LR4-QSFP	Modular Interfaces	40GB 40GBASELR4 SMF QSFP+	40GB, 40GBASE-LR4 SMF QSFP+	1 Year Warranty	
40GB-LR4-QSFP-G	Modular Interfaces	40GB LR4 SM QSFP+ TAA	40GB, LR4, SM, QSFP+, TAA	1 Year Warranty	
40GB-SR4-QSFP	Modular Interfaces	40GB 40GBASESR4 MMF QSFP+	40GB, 40GBASE-SR4 MMF QSFP+	1 Year Warranty	
40GB-SR4-QSFP-G	Modular Interfaces	40GB SR4 MM QSFP+ TAA	40GB, SR4, MM, QSFP+, TAA	1 Year Warranty	
40G-QSFP-4SFP-AOC-1001	SRA	QSFP+ TO 4 SFP+ ACTIVE OPTICAL CABLE10M	4x10GE Direct Attached QSFP+ to 4 SFP+ Active Optical Breakout Cable 10m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-4SFP-C-0101	SRA	DIRECT ATTACH QSFP+ TO 4 SFP+ ACTIVE COP	4x10GE Direct Attached QSFP+ to 4 SFP+ Active Copper Breakout Cable 1m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-4SFP-C-0301	SRA	DIRECT ATTACH QSFP+ TO 4 SFP+ ACTIVE COP	4x10GE Direct Attached QSFP+ to 4 SFP+ Active Copper Breakout Cable 3m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-4SFP-C-0501	SRA	DIRECT ATTACH QSFP+ TO 4 SFP+ ACTIVE COP	4x10GE Direct Attached QSFP+ to 4 SFP+ Active Copper Breakout Cable 5m 1pack	1 Year Warranty	10/31/2024

40G-QSFP-C-0101	SRA	40GB QSFP DIRECT ATTACH CABLE1M	40GE QSFP Direct Attached Copper Cable 1m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-C-0501	SRA	40GB QSFP DIRECT ATTACH CABLE5M	40GE QSFP Direct Attached Copper Cable 5m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-ER4-1	SRA	40GBASEER4 QSFP+ (LC)40KM SMF 1PK	40GBASEER4 QSFP+ (LC)40KM SMF 1PK	1 Year Warranty	10/31/2024
40G-QSFP-ESR4	SRA	40GBASESR4 QSFP+ (MODULE) 300M	40GBASEESR4 QSFP+ optic (MTP 1x8 or 1x12) 300m over MMF 1pack	1 Year Warranty	10/31/2024
40G-QSFP-ESR4-8	SRA	40GBASEESR4 QSFP+ OPTIC 300M MMF 8PACK	40GBASEESR4 QSFP+ optic (MTP 1x8 or 1x12) 300m over MMF 8pack	1 Year Warranty	10/31/2024
40G-QSFP-LM4	SRA	40GBASELM4 QSFP+160M OM4 MMF2KM SMF	40GBASELM4 QSFP+ 1310nm 160m over duplex LC OM4 MMF 2km over duplex LC SMF	1 Year Warranty	10/31/2024
40G-QSFP-LR4-1	SRA	40GQSFPLR4 OPTIC (LC)	40GQSFPLR4 OPTIC (LC)	1 Year Warranty	10/31/2024
40G-QSFP-LR4-8	SRA	40GBASELR4 QSFP+ OPTIC (LC)10KM 8PACK	40GBaseLR4 QSFP+ optic (LC) for up to 10km over SMF 8PACK	1 Year Warranty	10/31/2024
40G-QSFP-LR4-INT	SRA	4X10GBASELR4 QSFP+ TO 4 SFP+ (MODULE)	40GBaseLR4 QSFP+ to 4 SFP+ optic (LC) for up to 10km over SMF 1pack	1 Year Warranty	10/31/2024
40G-QSFP-LR4-INT-8	SRA	4X10GBASELR4 QSFP+ TO 4 SFP+ (8PACK)	4X10GBASELR4 QSFP+ TO 4 SFP+ (8PACK)	1 Year Warranty	10/31/2024
40G-QSFP-QSFP-AOC-1001	SRA	40GB QSFP DIRECT ATTACH AOC10M	40GE Direct Attached QSFP+ to QSFP+ Active Optical Cable 10m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-QSFP-C-0101	SRA	40GE QSFP+ TO QSFP+ ACTIVE COPPER CAB1M	40GE Direct Attached QSFP+ to QSFP+ Active Copper cable 1m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-QSFP-C-0301	SRA	40GE QSFP+ TO QSFP+ ACTIVE COPPER CAB3M	40GE Direct Attached QSFP+ to QSFP+ Active Copper cable 3m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-QSFP-C-0501	SRA	40GE QSFP+ TO QSFP+ ACTIVE COPPER CAB5M	40GE Direct Attached QSFP+ to QSFP+ Active Copper cable 5m 1pack	1 Year Warranty	10/31/2024
40G-QSFP-QSFP-P-0501	SRA	40GB QSFP PASSIVE DIRECT ATTACH CABLE5M	40GE Passive Direct Attached QSFP+ to QSFP+ Active Copper cable 5m 1pack	1 Year Warranty	10/31/2024

40G-QSFP-SR4-1	SRA	QSFP+ TRANSCEIVER (40GBASESR4 STANDARD	QSFP+ TRANSCEIVER (40GBASESR4 STANDARD	1 Year Warranty	10/31/2024
40G-QSFP-SR4-8	SRA	40GBASESR4 QSFP+ OPTIC 100M MMF 8PACK	40GBASESR4 QSFP+ optic (MTP 1x8 or 1x12) 100m over MMF 8pack	1 Year Warranty	10/31/2024
40G-QSFP-SR4-INT	SRA	QSFP+ TRANSCEIVER (10GBASESR COMPATIBLE	40GBASESR4 QSFP+ optic (MTP 1x8 or 1x12) 100m over MMF compatible with 10GBASESR 10G breakoutcapable 1pack	1 Year Warranty	10/31/2024
40G-QSFP-SR-BIDI	SRA	40GE SR QSFP+ (LC) BIDIRECTIONAL	40GE SR QSFP+ optic (LC) Bidirectional 100m over OM3 MMF	1 Year Warranty	10/31/2024
41632B	BD 8K	BD 890010G24Xc	DCB BlackDiamond 8900 24port 10GBASEX SFP+	1 Year Warranty	06/30/2023
50-16000-182R	WiNG Wireless	ACCord NEMA 115P	AC Line Cord 1.8M ungrounded two wire NEMA 115P US for power supplies 5014000243R	1 Month Warranty Wing	
50-16000-217R	WiNG Wireless	CORDPWR18AWG10A250VAUSTRALIA	CORDPWR18AWG10A250VAUSTRALIA	1 Month Warranty Wing	
50-16000-218R	WiNG Wireless	CORDPWR18AWG10A250VJAPAN	CORDPWR18AWG10A250VJAPAN	1 Month Warranty Wing	
50-16000-219R	WiNG Wireless	CORDPWR18AWG10A250VUK	CORDPWR18AWG10A250VUK	1 Month Warranty Wing	
50-16000-220R	WiNG Wireless	CORDPWR18AWG6A250VEUROPE	CORDPWR18AWG6A250VEUROPE	1 Month Warranty Wing	
50-16000-221R	WiNG Wireless	CORDPWR18AWG10A125VUSA	CORDPWR18AWG10A125VUSA	1 Month Warranty Wing	
50-16000-255R	WiNG Wireless	ACCord CEE7/16	AC Line Cord 1.8M ungrounded two wire CEE7/16 Europe Abu Dhabi Bolivia Dubai Egypt Iran Korea Russia Vietnam For power supply 5014000243R	1 Month Warranty Wing	

50-16000-256R	WiNG Wireless	CORDPWR S. KOREA CONT. EUROPE CEE7	CORDPWR S. KOREA CONT. EUROPE CEE7	1 Month Warranty Wing	
50-16000-257R	WiNG Wireless	CORDPWR CHINA	CORDPWR CHINA	1 Month Warranty Wing	
50-16000-386R	WiNG Wireless	CBL ASSYCS1504 SERIAL TO USB CONV	CBL ASSYCS1504 SERIAL TO USB CONV	1 Month Warranty Wing	
50-16000-664R	WiNG Wireless	ACCord GB209911996	AC Line Cord 1.8M ungrounded two wire GB 209911996 plug Associated Country China For power supply 5014000243R	1 Month Warranty Wing	
50-16000-666R	WiNG Wireless	ACCord AS 3112	AC Line Cord 1.8M ungrounded two wire AS 3112 plug Associated Country Australia For pwer supply 5014000243R	1 Month Warranty Wing	
50-16000-669R	WiNG Wireless	CORDACPWR18AWG250V10A1.8MBLKIN	CORDACPWR18AWG250V10A1.8MBLKINDIA	1 Month Warranty Wing	
50-16000-670R	WiNG Wireless	ACCord BS 1363	AC Line Cord 1.8M ungrounded two wire BS 1363 Plug Associated Countries Bermuda Hong Kong Iraq Malaysia Singapore and United Kingdom For power supply 5014000243R	1 Month Warranty Wing	
50-16000-671R	WiNG Wireless	CORDACPWR18AWG250V10A1.8MBLKITL	CORDACPWR18AWG250V10A1.8MBLKITALY	1 Month Warranty Wing	
50-16000-672R	WiNG Wireless	CORDACPW18AWG250V10A1.8MBLKIR	CORDACPW18AWG250V10A1.8MBLKISRAEL	1 Month Warranty Wing	
50-16000-727R	WiNG Wireless	CORDACPWR18AWG3PLUGBLK10ABZ	CORDACPWR18AWG3PLUGBLK10ABRAZIL	1 Month Warranty Wing	
5601013-D	Cables/Connectivity	DENMARKCORDSRAFC13	0	No Warranty	
5601013-F	Cables/Connectivity	BRAZILCORDNBR 14136 10A C13	BRAZIL,CORD,NBR 14136, 10A, C13	No Warranty	

5601013-U2	Cables/Connectivity	USACORDNEMA 615C13 208250V	USA,CORD,NEMA 6-15,C13	No Warranty	
5601313-J	Cables/Connectivity	JUMPERCORDC14C13	JUMPER,CORD,C14,C13	No Warranty	
5601313-U1	Cables/Connectivity	USACORDNEMA 515C13	USA,CORD,NEMA 5-15,C13	No Warranty	
5601313-U1L5	Cables/Connectivity	USA CORD NEMA L5/15P C13 3.5 M	USA, CORD, NEMA L5/15P, C13, 3.5 M	No Warranty	
5601513-F	Cables/Connectivity	BRAZILCORD NBR 14136 20A C13	BRAZIL,CORD NBR 14136, 20A, C13	No Warranty	
5601513-U1	Cables/Connectivity	USACORDNEMA 515 C13 14 AWG	USA,CORD,NEMA 5-15, C13, 14 AWG	No Warranty	
5602019-AS	Cables/Connectivity	AUSTRALIACORDAS3112C19SHLD	AUSTRALIA,CORD,AS 3112,C19,SHLD	No Warranty	
5602019-BS	Cables/Connectivity	SOUTH AFRICACORDSABS 164/1C19SHLD	SOUTH AFRICA,CORD,SABS 164/1,C19,SHLD	No Warranty	
5602019-CS	Cables/Connectivity	ARGENTINACORDIRAM 2073C19SHLD	ARGENTINA,CORD,IRAM 2073,C19,SHLD	No Warranty	
5602019-ES	Cables/Connectivity	EUROPECORDCEE7C19SHLD	EUROPE,CORD,CEE7,C19,SHLD	No Warranty	
5602019-FS	Cables/Connectivity	BRAZILCORDNBR 14136 20A C19 SHLD	BRAZIL,CORD,NBR 14136 20A, C19, SHLD	No Warranty	
5602019-J	Cables/Connectivity	CORD JUMPER C19 C20	CORD, JUMPER, C19, C20	No Warranty	
5602019-KS	Cables/Connectivity	UKCORDBS 1363C19SHLD	UK,CORD,BS 1363,C19,SHLD	No Warranty	
5602019-SS	Cables/Connectivity	SWISSCORDSEV1011C19SHLD	SWISS,CORD,SEV1011, C19,SHLD	No Warranty	
5602019-US1	Cables/Connectivity	USACORDNEMA 520C19SHLD	USA,CORD,NEMA 5-20,C19,SHLD	No Warranty	
5602019-US2	Cables/Connectivity	USACORDNEMA 620C19SHLD	USA,CORD,NEMA 6-20,C19,SHLD	No Warranty	
5602019-US2L6	Cables/Connectivity	TWISTLOCK NEMA L615 US 220VAC	TWISTLOCK NEMA L615 US 220VAC	No Warranty	
5602019-US2L620	Cables/Connectivity	TWISTLOCK NEMA L620 US 220VAC	TWISTLOCK NEMA L6-20 US 220VAC	No Warranty	
5602019-USL1	Cables/Connectivity	USACORDNEMA 520C19SHLD 3M	USA,CORD,NEMA 5-20,C19,SHLD, 3M	No Warranty	
71A-71GFAN	Fixed ETS	7100G FAN MODULE SPARE	7100G FAN MODULE SPARE	5 Year Warranty	05/30/2024
71A-EOS-ADVL3	Fixed ETS	7100 ADVANCE ROUTING LICENSE	7100 ADVANCE ROUTING LICENSE	Software Warranty	05/30/2024
71A-EOS-G-ADVL3	Fixed ETS	7100G ADVANCED ROUTING LICENSE	7100G ADVANCED ROUTING LICENSE	Software Warranty	05/30/2024

71A-EOS-GMACSEC	Fixed ETS	7100G MACSEC LICENSE	7100G MACSEC LICENSE	Software Warranty	
71A-EOS-KMACSEC	Fixed ETS	7100K MACSEC LICENSE	7100K MACSEC LICENSE	Software Warranty	
71A-FAN	Fixed ETS	7100 FAN MODULE SPARE	7100 FAN MODULE SPARE	1 Year Warranty	05/30/2024
71A-POE-A	Fixed ETS	7100G POE POWER SUPPLY I/O SIDE EXHAUST	7100G POE POWER SUPPLY I/O SIDE EXHAUST	1 Year Warranty	05/30/2024
71A-POE-B	Fixed ETS	7100G POE POWER SUPPLY I/O SIDE INTAKE	7100G POE POWER SUPPLY I/O SIDE INTAKE	1 Year Warranty	05/30/2024
71A-PS-A	Fixed ETS	7100 POWER SUPPLY I/O SIDE AIR EXHAUST	7100 POWER SUPPLY I/O SIDE AIR EXHAUST	1 Year Warranty	05/30/2024
71A-PS-B	Fixed ETS	7100 POWER SUPPLY I/O SIDE AIR INTAKE	7100 POWER SUPPLY I/O SIDE AIR INTAKE	1 Year Warranty	05/30/2024
71A-RACK-U	Fixed ETS	7100 UNIVERSAL RACK MOUNT KIT		1 Year Warranty	05/30/2024
71G11K2L2-48	Fixed ETS	7148GF 48 PORT SFP 2 SFP+ 2 QSFP+	7148GF 48 PORT SFP 2 SFP+ 2 QSFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	05/30/2024
71G21K2L2-24P24	Fixed ETS	7124/24G 24 PORT POE 24 SFP 2 SFP+2 QSFP	7124/24G 24 PORT POE 24 SFP 2 SFP+2 QSFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	05/30/2024
71G21K2L2-48P	Fixed ETS	7148G 48 PORT POE 2 SFP+ 2 QSFP+	7148G 48 PORT POE 2 SFP+ 2 QSFP+	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	05/30/2024

71K11L4-24	Fixed ETS	7124 24 PORTS SFP+ W/ 4 40GIG QSFP+	7124 24 PORTS SFP+ W/ 4 40GIG QSFP+	1 Year Warranty	05/30/2024
71K11L4-48	Fixed ETS	7148 48 PORTS SFP+ WITH 4 40GIG QSFP+	7148 48 PORTS SFP+ WITH 4 40GIG QSFP+	1 Year Warranty	05/30/2024
71K91L4-24	Fixed ETS	7124T 24 PORTS 10GBASET W/4 40GIG QSFP+	7124T 24 PORTS 10GBASET W/4 40GIG QSFP+	1 Year Warranty	05/30/2024
71K91L4-48	Fixed ETS	7148T 48 PORTS 10GBASET W/ 4 40GIG Q	7148T 48 PORTS 10GBASET W/ 4 40GIG Q	1 Year Warranty	05/30/2024
8G-SFP-000153	SRA	FRUSFPLWL8G10KM1PKBR	FRUSFPLWL8G10KM1PKBR	1 Year Warranty	10/31/2024
8G-SFP-000163	SRA	FRUSFPSWL8G1PKBR	FRUSFPSWL8G1PKBR	1 Year Warranty	10/31/2024
8G-SFP-000164	SRA	FRUSFPSWL8G8PKBR	FRUSFPSWL8G8PKBR	1 Year Warranty	10/31/2024
8G-SFP-000172	SRA	FRUSFPLWL8G10KM8PKBR	FRUSFPLWL8G10KM8PKBR	1 Year Warranty	10/31/2024
8G-SFP-000174	SRA	FRUSFP+ELWL8G25KM1PKBR	FRUSFP+ELWL8G25KM1PKBR	1 Year Warranty	10/31/2024
9380010-3M	Cables/Connectivity	CBL ASSY LC TO LC DPLX 10GB MM FBR 3M	CBL ASSY, LC TO LC DPLX, 10GB MM FBR, 3M	No Warranty	
9380011-3M	Cables/Connectivity	CBL ASSY ST TO LC DPLX 10GB MM FBR 3M	CBL ASSY, ST TO LC DPLX, 10GB MM FBR 3M	No Warranty	
9380012-3M	Cables/Connectivity	CBL ASSY SC TO LC DPLX 10GB MM FBR 3M	CBL ASSY, SC TO LC DPLX, 10GB MM FBR, 3M	No Warranty	
9380014-5M	Cables/Connectivity	CBL MPO 4 LC DPLXPLENUM10 GB MM 5M	CBL, MPO- 4 LC DPLX,PLENUM,10 GB MM, 5M	No Warranty	
9380527-3M	Cables/Connectivity	CBL ASSY LC TO SC DPLX 62.5 MM FBR 3M	CBL ASSY, LC TO SC DPLX, 62.5 MM FBR, 3M	No Warranty	
9380528-3M	Cables/Connectivity	CBL ASSY LC TO ST DPLX 62.5 MM FBR 3M	CBL ASSY, LC TO ST DPLX, 62.5 MM FBR, 3M	No Warranty	
9380529-3M	Cables/Connectivity	CBL ASSY LC TO LC DPLX 62.5 MM FBR 3M	CBL ASSY, LC TO LC DPLX, 62.5 MM FBR, 3M	No Warranty	
9380530-3M	Cables/Connectivity	CBL ASSY LC TO SC DPLX SM FBR 3M	CBL ASSY, LC TO SC DPLX, SM FBR, 3M	No Warranty	
9380531-3M	Cables/Connectivity	CBL ASSY LC TO ST DPLX SM FBR 3M	CBL ASSY, LC TO ST DPLX, SM FBR, 3M	No Warranty	

9380532-3M	Cables/Connectivity	CBL ASSY LC TO LC DPLX SM FBR 3M	CBL ASSY, LC TO LC DPLX, SM FBR, 3M	No Warranty	
A4H124-24FX	Fixed L2	HIGH AVAILABILITY 24 PORT 100BASEFX A4	HIGH AVAILABILITY 24 PORT 100BASEFX A4	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
A4H124-24P	Fixed L2	24 PORT 10/100 POE A4 SWITCH	24 PORT 10/100 POE A4 SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
A4H124-24TX	Fixed L2	HIGH AVAILABILITY 24 PORT 10/100 A4	HIGH AVAILABILITY 24 PORT 10/100 A4	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
A4H124-48	Fixed L2	48 PORT 10/100 A4 SWITCH	48 PORT 10/100 A4 SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2022
A4H124-48P	Fixed L2	48 PORT 10/100 POE A4 SWITCH	48 PORT 10/100 POE A4 SWITCH	Limited Lifetime Warranty with express Advanced Hardware	12/31/2022

				Replacement-2	
A4H254-8F8T	Fixed L2	HIGH AVAILABILITY A4 W 8TX 8FX	HIGH AVAILABILITY A4 W 8TX 8FX	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
AA0020049-E6	EAN	PWR CRD 20A/125V NEMA 520 NA	POWER CORD 20A/125V NEMA 520 NORTH AMERICA	1 Year Warranty	06/30/2022
AA0020050-E6	EAN	PWR CRD 15A/250V NEMA 615 NA	POWER CORD 15A/250V NEMA 615 NORTH AMERICA	1 Year Warranty	
AA0020051-E6	EAN	PWR CRD 16A/250V CEE7/7 EURO	POWER CORD 16A/250V CEE7/7 CONTINENTAL EUROPE	1 Year Warranty	
AA0020052-E6	EAN	PWR CRD 16A/250V CEI23 ITALY	POWER CORD 16A/250V CEI 2350 S17 ITALY	1 Year Warranty	
AA0020053-E6	EAN	PWR CRD 16A/250V SI32 ISRAEL	POWER CORD 16A/250V SI 32 ISRAEL	1 Year Warranty	
AA0020054-E6	EAN	PWR CRD 15A/250V BS546 IND/SAF	POWER CORD 15A/250V BS546 INDIA / SOUTH AFRICA	1 Year Warranty	
AA0020055-E6	EAN	PWR CRD 16A/230V 3PIN INTL	POWER CORD 16A/230V 3PIN IEC60309 INTERNATIONAL	1 Year Warranty	
AA0020056-E6	EAN	PWR CRD 20A/250V NEMA L620 NA	POWER CORD 20A/250V NEMA L620 TWIST LOCK NORTH AMERICA	1 Year Warranty	
AA0020057-E6	EAN	PWR CRD 15A/250V AS 3112 AU	POWER CORD 15A/250V AS 3112 AUSTRALIA	1 Year Warranty	
AA0020058-E6	EAN	PWR CRD 13A/230V BS1362 UK/IRE	POWER CORD 13A/230V BS 1362 UK AND IRELAND	1 Year Warranty	
AA0020059-E6	EAN	PWR CRD 16A/250V GB11918 CHINA	POWER CORD 16A/250V GB 1191889 GREATER CHINA	1 Year Warranty	

AA0020060-E6	EAN	PWR CRD 15A/250V NEMA L615 NA	POWER CORD 15A/250V NEMA L615 TWIST LOCK NORTH AMERICA	1 Year Warranty	
AA0020062 E6	EAN	POWER CORD IEC C13 TO NEMA 515P USA	POWER CORD 2.5M 10A IEC C15 TO NEMA 515 USA	1 Year Warranty	
AA0020063 E6	EAN	POWER CORD IEC C13 TO BS1363 UK	POWER CORD 2.5M 10A IEC C13 TO BS1363 UK	1 Year Warranty	
AA0020064 E6	EAN	POWER CORD IEC C13 TO CEE 7/17 EU	POWER CORD 2.5M 10A IEC C13 TO CEE 7/17 EU	1 Year Warranty	
AA0020067 E6	EAN	POWER CORD IEC C13 TO IS1293 INDIA	POWER CORD IEC C13 TO IS1293 INDIA	1 Year Warranty	
AA0020068 E6	EAN	POWER CORD IEC C13 TO AS 3112 AUST	POWER CORD 2.5M 10 IEC C13 TO AS 3112	1 Year Warranty	
AA0020069 E6	EAN	POWER CORD IEC C13 JAPAN TAIWAN	POWER CORD 2.5M 12A IEC C13 TO JIS 8303 JAPAN CNS10917 TAIWAN	1 Year Warranty	
AA0020071-E6	EAN	POWER CORD IEC C15 TO BS1363 UK	POWER CORD 2.5M 10A IEC C15 TO BS1363 UK	1 Year Warranty	
AA0020072-E6	EAN	POWER CORD IEC C15 TO CEE 7/17 EU	POWER CORD 2.5M 10A IEC C15 TO CEE 7/17 EU	1 Year Warranty	
AA0020073-E6	EAN	POWER CORD IEC C15 TO JIS C8303 JAPAN	POWER CORD 2.5 M 10A IEC C15 TO JIS C8303 JAPAN	1 Year Warranty	
AA0020074-E6	EAN	POWER CORD IEC C15 TO NEMA 515 USA	POWER CORD 2.0M 10A IEC C15 TO NEMA 515 USA	1 Year Warranty	
AA0020075-E6	EAN	POWER CORD IEC C15 TO AUS3112 AUS NZ	POWER CORD 2.5M 10A IEC C15 TO AUS3112 AUS NZ	1 Year Warranty	
AA0020076-E6	EAN	VSP PWR CRD 20A/125V NEMA 520 NA	VSP PWR CRD 20A/125V NEMA 520 NA	No Warranty	
AA0020077-E6	EAN	VSP PWR CRD 15A/250V NEMA 615 NA	VSP PWR CRD 15A/250V NEMA 615 NA	No Warranty	
AA0020078-E6	EAN	VSP PWR CRD 16A/250V CEE7/7 EURO	VSP PWR CRD 16A/250V CEE7/7 EURO	No Warranty	
AA0020079-E6	EAN	VSP PWR CRD 16A/250V CEI23 ITALY	VSP PWR CRD 16A/250V CEI23 ITALY	No Warranty	

AA0020080-E6	EAN	VSP PWR CRD 16A/250V SI32 ISRAEL	VSP PWR CRD 16A/250V SI32 ISRAEL	No Warranty	
AA0020081-E6	EAN	PWR CRD 16A/250V IEC C19 SAN 1641 SAF	PWR CRD 16A/250V IEC C19 SAN 1641 SAF	No Warranty	
AA0020082-E6	EAN	VSP PWR CRD 16A/230V 3PIN INTL	VSP PWR CRD 16A/230V 3PIN INTL	No Warranty	
AA0020083-E6	EAN	VSP PWR CRD 20A/250V NEMA L620 NA	VSP PWR CRD 20A/250V NEMA L620 NA	No Warranty	
AA0020084-E6	EAN	VSP PWR CRD 15A/250V AS 3112 AU	VSP PWR CRD 15A/250V AS 3112 AU	No Warranty	
AA0020085-E6	EAN	VSP PWR CRD 13A/230V BS1362 UK/IRE	VSP PWR CRD 13A/230V BS1362 UK/IRE	No Warranty	
AA0020086-E6	EAN	VSP PWR CRD 16A/250V GB11918 CHINA	VSP PWR CRD 16A/250V GB11918 CHINA	No Warranty	
AA0020087-E6	EAN	VSP PWR CRD 15A/250V NEMA L615 NA	VSP PWR CRD 15A/250V NEMA L615 NA	No Warranty	
AA0020094-E6	EAN	POWER CORD C15 TO CNS10917 TAIWAN	POWER CORD 2.5M IEC C15 TO CNS10917 TAIWAN	1 Year Warranty	
AA0020097-E6	EAN	POWER CORD C15 TO SANS 1641 S. AFRICA	POWER CORD C15 TO SANS 1641 SOUTH AFRICA	1 Year Warranty	
AA0020100-E6	EAN	POWER CORD C15 TO NBR 14136 BRAZIL	POWER CORD 2.5M IEC C15 TO NBR 14136 BRAZIL	1 Year Warranty	
AA0020101-E6	EAN	POWER CORD C13 TO NBR 14136 BRAZIL	POWER CORD2.5M IEC C13 TO NBR 14136 BRAZIL	1 Year Warranty	
AA0020102-E6	EAN	POWER CORD C19 TO NBR 14136 BRAZIL	POWER CORD C19 TO NBR 14136 BRAZIL	No Warranty	
AA0020103-E6	EAN	POWER CORD C15 TO SEV 1011 SWISS	POWER CORD 2.5M IEC C15 TO SEV 1011 SWITZERLAND	1 Year Warranty	
AA0020104-E6	EAN	POWER CORD C13 TO SEV 1011 SWISS	POWER CORD 2.5M IEC C13 TO SEV 1011 SWITZERLAND	1 Year Warranty	
AA0020105-E6	EAN	POWER CORD C15 TO CEI 2316 ITALY	POWER CORD 2.5M IEC C15 TO CEI 2316 ITALY	1 Year Warranty	
AA0020106-E6	EAN	POWER CORD C15 TO SI32 ISRAEL	POWER CORD 2.5M IEC C15 TO SI32 ISRAEL	1 Year Warranty	

AA0020107-E6	EAN	POWER CORD C13 TO SI32 ISRAEL	POWER CORD 2.5M IEC C13 TO SI32 ISRAEL	1 Year Warranty	
AA0020108-E6	EAN	POWER CORD C15 TO L615P	POWER CORD C15 TO L615P 250V/15A 2.5 METER TWIST AND LOCK	1 Year Warranty	
AA0020109-E6	EAN	POWER CORD C15 TO BS546 INDIA	POWER CORD 2.5M IEC C15 TO BS546 INDIA	1 Year Warranty	
AA0020110-E6	EAN	PWER CORD C15 TO IRAM 2073 ARGENTINA	POWER CORD 2.5M IEC C15 TO IRAM 2073 ARGENTINA	1 Year Warranty	
AA0020112-E6	EAN	VSP8608 DC Pwr Cord for EC8605A02E6	VSP8608 DC Pwr Cord for EC8605A02E6	No Warranty	
AA1403001-E5	EAN	XFP LR/LW LAN/WAN SM 10KM	1 PORT 10GBASELR/LW XFP LAN/WAN SINGLE MODE UPTO 10KM	1 Year Warranty	
AA1403005-E5	EAN	XFP SR MMF UPTO 300M	1 PORT 10GBASESR XFP MULTIMODE FIBRE UPTO 300M	1 Year Warranty	
AA1403011-E6	EAN	SFP+ LR SM 10KM	SFP+ LR SM 10KM	1 Year Warranty	
AA1403011-E6HT	EAN	10GBLR SFP+ SMF UP TO 10KM (HT 85C)	10GBASELR (SFP+) 10G SUPPORTS SMF UP TO 10KM (HIGHTEMP 0C TO 85C)	1 Year Warranty	
AA1403013-E6	EAN	SFP+ ER SM 10KM	SFP+ ER SM 10KM	1 Year Warranty	
AA1403015-E6	EAN	SFP+ SR MMF 300M	SFP+ SR MMF 300M	1 Year Warranty	
AA1403015-E6HT	EAN	10GBSR SFP+ MMF UP TO 300M (HT 85C)	10GBASESR (SFP+) 10G SUPPORTS MMF UP TO 300M (HIGHTEMP 0C TO 85C)	1 Year Warranty	
AA1403016-E6	EAN	1PORT 10GE SFP+ LONG REACHZR	1PORT 10GE SFP+ LONG REACHZR	1 Year Warranty	
AA1403017-E6	EAN	SFP+ LRM MMF 220M/300M	SFP+ LRM MMF 220M/300M	1 Year Warranty	
AA1403018-E6	EAN	SFP+ DIRECT ATTACH CABLE 10M	SFP+ DIRECT ATTACH CABLE 10M	1 Year Warranty	
AA1403019-E6	EAN	SFP+ DIRECT ATTACH CABLE 3M	SFP+ DIRECT ATTACH CABLE 3M	1 Year Warranty	
AA1403020-E6	EAN	SFP+ DIRECT ATTACH CABLE 5M	SFP+ DIRECT ATTACH CABLE 5M	1 Year Warranty	

AA1403022-E6	EAN	SFP+ DIRECT ATTACH CABLE 7M	SFP+ DIRECT ATTACH CABLE 7M	1 Year Warranty	
AA1403043-E6	EAN	10GBaseT SFP+ RJ45 Conn Upto 30m	10GBaseT SFP+ RJ45 Conn Upto 30m	1 Year Warranty	
AA1403165-E6	EAN	1 PRT CWDM SFP+ 1550NM 70KM	1 PRT CWDM SFP+ 1550NM 70KM	1 Year Warranty	
AA1403169-E6	EAN	10GBX 10km SFP+ TX/RX pair AA1403170	10GBX 10km SFP+ TX/RX pair AA1403170	1 Year Warranty	
AA1403170-E6	EAN	10GBX 10km SFP+ RX/TX pair AA1403169	10GBX 10km SFP+ RX/TX pair AA1403169	1 Year Warranty	
AA1404001-E6	EAN	40GBASELR4 QSFP+ TRANSCEIVER	40GBASELR4 QSFP+ TRANSCEIVER	1 Year Warranty	
AA1404002-E6	EAN	40G LM4 QSFP+ UP TO 80m ON MMF	40G LM4 QSFP+ UP TO 80m ON MMF	1 Year Warranty	
AA1404003-E6	EAN	40GER4 QSFP+ 1310nm SMF up to 30km	40GER4 QSFP+ 1310nm SMF up to 30km	1 Year Warranty	
AA1404005-E6	EAN	40GSR4/4X10GSR QSFP+ TRANSCEIVER	40GSR4/4X10GSR QSFP+ TRANSCEIVER	1 Year Warranty	
AA1404006-E6	EAN	40GBASEESR4/4x10GBASESR Upto 300m	40GBASEESR4/4x10GBASESR Upto 300m	1 Year Warranty	
AA1404028-E6	EAN	QSFP+ TO QSFP+ 10M AOC	QSFP+ TO QSFP+ 10M AOC	1 Year Warranty	
AA1404029-E6	EAN	QSFP+ TO QSFP+ DAC CABLE 1M	QSFP+ TO QSFP+ DAC CABLE 1M	1 Year Warranty	
AA1404030-E6	EAN	QSFP+ TO QSFP+ DAC 2M PASSIVE COPPER	QSFP+ TO QSFP+ DAC 2M PASSIVE COPPER	1 Year Warranty	
AA1404031-E6	EAN	QSFP+ TO QSFP+ DAC CABLE 3M	QSFP+ TO QSFP+ DAC CABLE 3M	1 Year Warranty	
AA1404032-E6	EAN	QSFP+ TO QSFP+ DAC CABLE 5M	QSFP+ TO QSFP+ DAC CABLE 5M	1 Year Warranty	
AA1404033-E6	EAN	QSFP+ TO SFP+ DAC BREAKOUT CABLE 1M	QSFP+ TO SFP+ DAC BREAKOUT CABLE 1M	1 Year Warranty	
AA1404035-E6	EAN	QSFP+ TO SFP+ DAC BREAKOUT CABLE 3M	QSFP+ TO SFP+ DAC BREAKOUT CABLE 3M	1 Year Warranty	
AA1404036-E6	EAN	QSFP+ TO SFP+ DAC BREAKOUT CABLE 5M	QSFP+ TO SFP+ DAC BREAKOUT CABLE 5M	1 Year Warranty	
AA1404037-E6	EAN	QSFP+ TO QSFP+ DAC CABLE 0.5M	QSFP+ TO QSFP+ DAC CABLE 0.5M	1 Year Warranty	
AA1404041-E6	EAN	QSFP+ TO 4SFP+ AOC 10M (ACTIVE)	QSFP+ TO 4SFP+ AOC 10M (ACTIVE)	1 Year Warranty	
AA1405001-E6	EAN	100GBASELR4 QSFP28 (LC Connector)	100GBASELR4 QSFP28 (LC Connector)	1 Year Warranty	
AA1405005-E6	EAN	100GBASESR4 QSFP28 (MPO Connector)	100GBASESR4 QSFP28 (MPO Connector)	1 Year Warranty	
AA1405029-E6	EAN	100G QSFP28 TO QSFP28 DAC 1M	100G QSFP28 TO QSFP28 DAC 1M	1 Year Warranty	

AA1405031-E6	EAN	100G QSFP28 TO QSFP28 DAC 3M	100G QSFP28 TO QSFP28 DAC 3M	1 Year Warranty	
AA1405032-E6	EAN	100G QSFP28 TO QSFP28 DAC 5M	100G QSFP28 TO QSFP28 DAC 5M	1 Year Warranty	
AA1419043-E6	EAN	SFP 1000BASET (RJ45)	SFP 1000BASET (RJ45)	1 Year Warranty	
AA1419048-E6	EAN	SFP 1000BASESX DDI (LC)	SFP 1000BASESX DDI (LC)	1 Year Warranty	
AA1419049-E6	EAN	SFP 1000BASELX DDI (LC)	SFP 1000BASELX DDI (LC)	1 Year Warranty	
AA1419065-E6	EAN	SFP CWDM DDI (LC) 1550NM 70KM	SFP CWDM DDI (LC) 1550NM 70KM	1 Year Warranty	
AA1419069-E6	EAN	SFP 1000BASEBX (LC) 1310NM	SFP 1000BASEBX (LC) 1310NM	1 Year Warranty	
AA1419070-E6	EAN	SFP 1000BASEBX (LC) 1490NM	SFP 1000BASEBX (LC) 1490NM	1 Year Warranty	
AA1419074-E6	EAN	SFP 100BASEFX (LC)	1 PORT 100BASEFX SFP (LC)	1 Year Warranty	
AD-CMC-P-1	WiNG Wireless	LICENSE CENTRALIZED MANAGEMENT CONSOLE	LICENSE CENTRALIZED MANAGEMENT CONSOLE	Software Warranty	
AD-FERS-P-1	WiNG Wireless	LICENSERADIOSHARE ADV FORENSICS 1 AP	LICENSERADIOSHARE ADV FORENSICS 1 AP	Software Warranty	
AD-FESN-P-1	WiNG Wireless	LICENSE ADV FORENSICS FOR ONE SENSORAD	LICENSE ADV FORENSICS FOR ONE SENSORAD	Software Warranty	
AD-FLRS-P-1	WiNG Wireless	LICENSERS WIPS FOR 1 SENSORADSP	LICENSERS WIPS FOR 1 SENSORADSP	Software Warranty	
AD-FLRS-P-100	WiNG Wireless	LICENSERS WIPS FOR 100 SENSORADSP	LICENSERS WIPS FOR 100 SENSORADSP	Software Warranty	
AD-FLRS-P-1000	WiNG Wireless	LICENSERS WIPS FOR 1000 SENSORADSP	LICENSERS WIPS FOR 1000 SENSORADSP	Software Warranty	
AD-FLRS-P-2000	WiNG Wireless	LICENSERS WIPS FOR 2000 SENSORADSP	LICENSERS WIPS FOR 2000 SENSORADSP	Software Warranty	
AD-SNFL-P-1	WiNG Wireless	LICENSE WIPS FOR ONE SENSORAIRDEFENSE	LICENSE WIPS FOR ONE SENSORAIRDEFENSE	Software Warranty	
AD-VASN-P-1	WiNG Wireless	LICENSEVULNERABILITY ASSESMNT 1 SENSOR	LICENSEVULNERABILITY ASSESMNT 1 SENSOR	Software Warranty	
AH3313105	EAN	EPM INCREMENTAL 1000	EPM INCREMENTAL 1000	Software Warranty	03/12/2021
AI-DQ04360S	Smart OmniEdge Wireless	AIDQ04360S	AIDQ04360S Dipole Omni Array 5.5dBi/6dBi dual band outdoor with	1 Year Warranty	

			quad feed 36 leads and RPSMA connectors		
AL1011001-E6	EAN	UNIVERSAL RACK MOUNT KIT D	UNIVERSAL RACK MOUNT KIT D ERS48XX ERS55XX ERS56XX VSP4000 VSP7000	1 Year Warranty	
AL1905005-E5	EAN	ERS5600 and VSP4000 300W DC P/S	ERS5600 and VSP4000 300W DC P/S	Limited Lifetime Warranty with express Advanced Hardware Replacement	12/20/2030
AL190506B-E6	EAN	DC PSU 450W ERS5900 VSP7000 B2F	DC POWER SUPPLY 450W ERS5900 VSP7000 BACK TO FRONT AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL190506F-E6	EAN	DC PSU 450W ERS5900 VSP7000 F2B	DC POWER SUPPLY 450W ERS5900 VSP7000 FRONT TO BACK AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905A08-E5	EAN	4800GTS/8100 300W AC P/S NO PC	ERS4800GTS/WLAN8100 300W AC RED PSU NO PWR CRD ROHS 6/6	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905A09-E6	EAN	ERS4900 250W PSU NO POWER CORD	ERS4900 250W POWER SUPPLY UNIT NO POWER CORD	Limited Lifetime Warranty	

				with express Advanced Hardware Replacement	
AL1905A19-E6	EAN	ERS4900 1025W PSU NO POWER CORD	ERS4900 1025W POWER SUPPLY UNIT NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905A21-E6	EAN	4800GTSPWR+ 1000W AC P/S NO PC	ERS4800GTSPWR+ 1000W AC RED PSU NO PWR CRD	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905A3B-E6	EAN	ERS5900 B2F 1400W PSU NO PC	ERS5900 1400W AC PSU B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905A3F-E6	EAN	ERS5900 F2B 1400W PSU NO PC	ERS5900 1400W AC PSU F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905E19-E6	EAN	ERS4900 1025W PSU NO PC ERATE	ERS4900 1025W POWER SUPPLY UNIT NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with	

				express Advanced Hardware Replacement	
AL1905E21-E6	EAN	4800GTSPWR+ 1000W AC P/S NO PC ERATE	ERS4800GTSPWR+ 1000W AC RED PSU NO PWR CRD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL1905E3F-E6	EAN	ERS5900 F2B 1400W PSU NO PC ERATE	ERS5900 FRONT TO BACK 1400W PSU NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL2011020-E6	EAN	DB9 FEM TO RJ45 CONS CON RED	DB9 FEM TO RJ45 CONS CON RED CONV DB9 M TO RJ45 SERIAL	1 Year Warranty	
AL2011022-E6	EAN	1.5M RJ45/DB9 FEM INTEGR CONS CBL	1.5M RJ45/DB9 INTEGR CONS CABLE W DB9 FEM FOR PC AND RJ45	1 Year Warranty	
AL3500A01-E6	EAN	ERS 3526T NO PC	3526T 24 10/100 PORTS 2 10/100/1000/SFP 2 REAR SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3500A02-E6	EAN	3550T NO PC	3550T 48 10/100 PORTS 2 10/100/1000/SFP 2 Rr SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware	06/30/2023

				Replacement-2	
AL3500A04-E6	EAN	ERS 3510GT NO PC	3510GT NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3500A05-E6	EAN	ERS 3524GT NO PC	3524GT 24 10/100/1000 PORTS 4 SFP 2 REAR SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3500A06-E6	EAN	3549GTS NO PC	3549GTS 48 10/100/1000 PORTS 2 SHARED SFP 1 SFP+ 2 REAR STK NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3500A11-E6	EAN	ERS 3526T PWR+ NO PC	3526T PWR+ 24 10/100 POE+ PORTS 2 10/100/1000/SFP 2 RE SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3500A12-E6	EAN	3550TPWR+ NO PC	3550TPWR+ 48 10/100 POE+ PORTS 2 10/100/1000/SFP 2 Rr SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware	06/30/2023

				Replacement-2	
AL3500A14-E6	EAN	ERS 3510GT PWR+ NO PC	ERS3510GTPWR+ NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3500A15-E6	EAN	ERS 3524GT PWR+ NO PC	3524GT PWR+ 24 10/100/1000 POE+ PORTS 4 SFP 2 REAR SFP NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3500A16-E6	EAN	3549GTSPWR+ NO PC	3549GTSPWR+ 48 10/100/1000 802.3at PoE 1 SFP+ 2 REAR STK NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL3511001-E6	EAN	ERS 3500 RACK MOUNT	3500 RACK MOUNT KIT SPARE	1 Year Warranty	
AL3511002-E6	EAN	ERS 3510 PAIR RACK KIT	3510 PAIR RACK KIT JOIN TWO 3510 SWITCHES FOR 19 INCH RACK MNT	1 Year Warranty	
AL3511003-E6	EAN	ERS 3510 SINGLE RACK KIT	3510 SINGLE RACK KIT TO MOUNT ONE 3510 SWITCH IN A19 INCH RACK	1 Year Warranty	
AL3518001-E6	EAN	ERS3500 46CM STACK CABLE	3500SSC STACK CABLE 46CM (1.5FT) FOR 3500 SERIES SWITCHES	1 Year Warranty	
AL3518002-E6	EAN	ERS3500 1.5M STACK CABLE	3500SSC STACK CABLE 1.5M (5FT) FOR	1 Year Warranty	

			3500 SERIES SWITCHES		
AL3518003-E6	EAN	ERS3500 3M STACK CABLE	3500SSC STACK CABLE 3M (10FT) FOR 3500 SERIES SWITCHES	1 Year Warranty	
AL3600A05-E6	EAN	ERS3626GTS NO POWER CORD	ERS3626GTS NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3600A06-E6	EAN	ERS3650GTS NO POWER CORD	ERS3650GTS NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3600A15-E6	EAN	ERS3626GTSPWR+ NO POWER CORD	ERS3626GTSPWR+ NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3600A16-E6	EAN	ERS3650GTSPWR+ NO POWER CORD	ERS3650GTSPWR+ NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL3600E16-E6	EAN	ERS3650GTSPWR+ NO PC ERATE	ERS3650GTSPWR+ NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with	

				express Advanced Hardware Replacement-2	
AL4516001	EAN	ERS4500 ADV LIC (1 STACK)	ERS4500 ADVANCED LICENSE KIT (1 SWITCH STACK)	Software Warranty	
AL4518001-E6	EAN	4500 SSC CABLE 46CM (1FT 5IN)	4500 SSC HISTACK CABLE 46CM (1FT 5IN)	1 Year Warranty	
AL4518002-E6	EAN	4500 SSC CABLE 1 5M (5FT)	4500 SSC HISTACK CABLE 1 5M (5FT)	1 Year Warranty	
AL4518003-E6	EAN	4500 SSC CABLE 3M (10FT)	4500 SSC HISTACK CABLE 3M (10FT)	1 Year Warranty	
AL4518004-E6	EAN	4500 SSC CABLE 5M (16FT 4IN)	4500 SSC HISTACK CABLE 5M (16FT 4IN)	1 Year Warranty	
AL4800A78-E6	EAN	ERS 4850GTS NO PC	4850GTS 48 GIG 2 SFP 2 SFP+ PORTS 1 300W NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL4800A79-E6	EAN	ERS 4826GTS NO PC	4826GTS 24 GIG 2 SFP 2 SFP+ PORTS 1 300W NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL4800A88-E6	EAN	ERS 4850GTSPWR+ NO PC	4850GTSPWR+ 48 GIG POE+ 2 SFP 2 SFP+ PORTS 1 1000W NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL4800A88-E6GS	EAN	4850GTS PWR+ NO PC GSA	4850GTS POWER PLUS NO POWER CORD GSA	Limited Lifetime Warranty	06/30/2023

				with express Advanced Hardware Replacement-2	
AL4800A89-E6	EAN	ERS 4826GTSPWR+ NO PC	4826GTSPWR+ 24 GIG POE+ 2 SFP 2 SFP+ PORTS 1 1000W NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL4800A89-E6GS	EAN	4826GTS PWR+ NO PC GSA	4826GTS POWER PLUS NO POWER CORD GSA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL4800E88-E6	EAN	ERS 4850GTSPWR+ NO PC ERATE	4850GTSPWR+ 48 GIG POE+ 2 SFP 2 SFP+ PORTS 1 1000W NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	04/08/2023
AL4800E89-E6	EAN	ERS 4826GTSPWR+ NO PC ERATE	4826GTSPWR+ 24 GIG POE+ 2 SFP 2 SFP+ PORTS 1 1000W NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	04/08/2023
AL4900A01-E6	EAN	ERS4926GTS NO POWER CORD	ERS4926GTS NO POWER CORD	Limited Lifetime Warranty with	

				express Advanced Hardware Replacement-2	
AL4900A01-E6GS	EAN	TAA ERS4926GTS NO POWER CORD	ERS4926GTS NO POWER CORD TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900A02-E6	EAN	ERS4926GTSPWR+ NO POWER CORD	ERS4926GTSPWR+ NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900A02-E6GS	EAN	TAA ERS4926GTSPWR+ NO POWER CORD	ERS4926GTSPWR+ NO POWER CORD TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900A03-E6	EAN	ERS4950GTS NO POWER CORD	ERS4950GTS NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900A03-E6GS	EAN	TAA ERS4950GTS NO POWER CORD	ERS4950GTS NO POWER CORD TAA	Limited Lifetime Warranty with express	

				Advanced Hardware Replacement-2	
AL4900A04-E6	EAN	ERS4950GTSPWR+ NO POWER CORD	ERS4950GTSPWR+ NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900A04-E6GS	EAN	TAA ERS4950GTSPWR+ NO POWER CORD	ERS4950GTSPWR+ NO POWER CORD TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900E02-E6	EAN	ERS4926GTSPWR+ NO PC ERATE	ERS4926GTSPWR+ BASE SW LICENSE 1025W POWER SUPPLY NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900E02-E6ED	EAN	ED SPEC 4950GTS RESTR NA PWR	ERS4926GTSPWR+ NA POWER CORD (EDUC)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL4900E04-E6	EAN	ERS4950GTSPWR+ NO PC ERATE	ERS4950GTSPWR+ BASE SW LICENSE 1025W POWER SUPPLY NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced	

				Hardware Replacement-2	
AL4900E04-E6ED	EAN	ED SPEC 4950GTSPWR RESTR NA PWR	ERS4950GTSPWR+ NA POWER CORD (EDUC)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL590001B-E6	EAN	ERS5928GTS DC PSU FANS BACK TO FRONT	ERS5928GTS 450W DC POWER SUPPLY FANS BACK TO FRONT AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL590001F-E6	EAN	ERS5928GTS DC PSU FANS FRONT TO BACK	ERS5928GTS 450W DC POWER SUPPLY FANS FRONT TO BACK AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL590003B-E6	EAN	ERS5952GTS DC PSU FANS BACK TO FRONT	ERS5952GTS 450W DC POWER SUPPLY FANS BACK TO FRONT AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL590003F-E6	EAN	ERS5952GTS DC PSU FANS FRONT TO BACK	ERS5952GTS 450W DC POWER SUPPLY FANS FRONT TO BACK AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
AL590005B-E6	EAN	ERS59100GTS DC PSU FANS B TO F	ERS59100GTS 450W DC POWER SUPPLY FANS BACK TO FRONT AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL590005F-E6	EAN	ERS59100GTS DC PSU FANS F TO B	ERS59100GTS 450W DC POWER SUPPLY FANS FRONT TO BACK AIR FLOW	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A1B-E6	EAN	ERS5928GTS B2F 450W PSU NO PC	ERS5928GTS B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A1F-E6	EAN	ERS5928GTS F2B 450W PSU NO PC	ERS5928GTS F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A2B-E6	EAN	ERS5928GTSPWR+ B2F 1400W PSU NO PC	ERS5928GTSPWR+ B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware	06/30/2023

				Replacement-2	
AL5900A2F-E6	EAN	ERS5928GTSPWR+ F2B 1400W PSU NO PC	ERS5928GTSPWR+ F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
AL5900A3B-E6	EAN	ERS5952GTS B2F 450W PSU NO PC	ERS5952GTS B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A3F-E6	EAN	ERS5952GTS F2B 450W PSU NO PC	ERS5952GTS F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A4B-E6	EAN	ERS5952GTSPWR+ B2F 1400W PSU NO PC	ERS5952GTSPWR+ B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A4F-E6	EAN	ERS5952GTSPWR+ F2B 1400W PSU NO PC	ERS5952GTSPWR+ F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
AL5900A5B-E6	EAN	ERS59100GTS B2F 450W PSU NO PC	ERS59100GTS B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A5B-E6GS	EAN	TAA ERS59100GTS BTF 450W PSU NO PC	ERS59100GTS BTF 450W PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A5F-E6	EAN	ERS59100GTS F2B 450W PSU NO PC	ERS59100GTS F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A5F-E6GS	EAN	TAA ERS59100GTS FTB 450W PSU NO PC	ERS59100GTS FTB 450W PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A6B-E6	EAN	ERS59100GTSPWR+ B2F 1400W PSU NO PC	ERS59100GTSPWR+ B2F NO PC	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
AL5900A6B-E6GS	EAN	TAA ERS59100GTSPWR+ BTF PSU NO PC	ERS59100GTSPWR+ BTF PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A6F-E6	EAN	ERS59100GTSPWR+ F2B 1400W PSU NO PC	ERS59100GTSPWR+ F2B NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A6F-E6GS	EAN	TAA ERS59100GTSPWR+ FTB PSU NO PC	ERS59100GTSPWR+ FTB PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A7B-E6	EAN	ERS5928GTSUPWR B2F 1400W PSU NO PC	ERS5928GTSUPWR B2F 1400W PSU NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A7B-E6GS	EAN	TAA ERS5928GTSUPWR BTF PSU NO PC	ERS5928GTSUPWR BTF PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
AL5900A7F-E6	EAN	ERS5928GTSUPWR F2B 1400W PSU NO PC	ERS5928GTSUPWR F2B 1400W PSU NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A7F-E6GS	EAN	TAA ERS5928GTSUPWR FTB PSU NO PC	ERS5928GTSUPWR FTB PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A9B-E6GS	EAN	TAA ERS5928MTS 1400W B to F NO PC	ERS5928MTSUPWR B2F 1400W PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900A9F-E6GS	EAN	TAA ERS5928MTS 1400W F TO B NO PC	ERS5928MTSUPWR F2B 1400W PSU NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900BTF-E6	EAN	ERS5900 B2F FAN TRAY KIT	ERS5900 FAN TRAY B2F	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement-2	
AL5900E1B-E6GS	EAN	TAA ERS5928GTS B2F 450W PSU NA PC	TAA ETHERNET ROUTING SWITCH 5928GTS 24 10/100/1000 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE B2F AIRFLOW 1 450W PSU AA0020074E6 POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E1F-E6GS	EAN	TAA ERS5928GTS F2B 450W PSU NA PC	TAA ETHERNET ROUTING SWITCH 5928GTS 24 10/100/1000 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE F2B AIRFLOW 1 450W PSU AA0020074E6 POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E3B-E6GS	EAN	TAA ERS5952GTS B2F 450W PSU NA PC	TAA ETHERNET ROUTING SWITCH 5952GTS 48 10/100/1000 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE B2F AIRFLOW 1 450W PSU AA0020074E6 POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E3F-E6GS	EAN	TAA ERS5952GTS F2B 450W PSU NA PC	TAA ETHERNET ROUTING SWITCH 5952GTS 48 10/100/1000 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE F2B AIRFLOW 1 450W PSU AA0020074E6 POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E4B-E6GS	EAN	TAA ERS5952GTSPWR+ B2F 1400W NA PC	TAA ETHERNET ROUTING SWITCH 5952GTS 48 10/100/1000 802.3AT PWR+ 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE B2F AIRFLOW 1 1400W	Limited Lifetime Warranty with express Advanced Hardware	

			AA0020108E6 POWER CORD	Replacement-2	
AL5900E4F-E6	EAN	ERS5952GTSPWR+ F2B 1400W NO PC ERATE	ERS5952GTSPWR+ BASE SW LICENSE FRONT TO BACK 1400W NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E4F-E6GS	EAN	TAA ERS5952GTSPWR+ F2B 1400W NA PC	TAA ETHERNET ROUTING SWITCH 5952GTS 48 10/100/1000 802.3AT PWR+ 4 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE F2B AIRFLOW 1 1400W AA0020108E6 POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900E6F-E6	EAN	ERS59100GTSPWR+ F2B NO PC ERATE	ERS59100GTSPWR+ F2B 1400W NO PC ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5900FTB-E6	EAN	ERS5900 F2B FAN TRAY KIT	ERS5900 FAN TRAY F2B	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
AL5911001-E6	EAN	ERS49005900 FOUR POST RACK MOUNT	FOUR POST RACK MOUNT KIT FOR ERS4900 ERS5900 VSP7000	1 Year Warranty	

AL7000A0B-E6	EAN	VSP 7000 AC PSU B2F NO PC	VSP 7000 AC POWER SUPPLY BACK2FRONT COOLING (NO PC)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL7000A0F-E6	EAN	VSP 7000 AC PSU F2B NO PC	VSP 7000 AC POWER SUPPLY FRONT2BACK COOLING (NO PC)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL7000A1B-E6	EAN	VSP 7000 DC PSU B2F	VSP 7000 DC POWER SUPPLY BACK2FRONT COOLING	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AL7000A1F-E6	EAN	VSP 7000 DC PSU F2B	VSP 7000 DC POWER SUPPLY FRONT2BACK COOLING	Limited Lifetime Warranty with express Advanced Hardware Replacement	
AP505i-FCC	Smart OmniEdge Wireless	AP505iFCC	Cloudready Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal Antenna Domain US Puerto Rico and Colombia	Limited Lifetime Warranty Wing	
AP505i-FCC-TAA	Smart OmniEdge Wireless	AP505iFCCTAA	Cloudready Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal	Limited Lifetime Warranty Wing	

			Antenna Domain US Puerto Rico and Colombia TAA Compliant		
AP505i-WR	Smart OmniEdge Wireless	AP505iWR	Cloudready Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal AntennaDomain EMEA and Rest Of World	Limited Lifetime Warranty Wing	
AP510e-FCC	Smart OmniEdge Wireless	AP510eFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point with external antenna ports. Domain US Puerto Rico and Colombia.	Limited Lifetime Warranty Wing	
AP510e-FCC-TAA	Smart OmniEdge Wireless	AP510eFCCTAA	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point with external antenna ports. Domain US Puerto Rico and Colombia TAA Compliant.	Limited Lifetime Warranty Wing	
AP510e-WR	Smart OmniEdge Wireless	AP510eWR	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point with external antenna ports. Domain EMEA and Rest Of World.	Limited Lifetime Warranty Wing	
AP510i-FCC	Smart OmniEdge Wireless	AP510iFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal Antenna Domain US Puerto Rico and Colombia	Limited Lifetime Warranty Wing	

AP510i-FCC-TAA	Smart OmniEdge Wireless	AP510iFCCTAA	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal Antenna Domain US Puerto Rico and Colombia . TAA Compliant	Limited Lifetime Warranty Wing	
AP510i-WR	Smart OmniEdge Wireless	AP510iWR	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Indoor 11ax access point. Internal Antenna Domain EMEA and Rest Of World	Limited Lifetime Warranty Wing	
AP560h-FCC	Smart OmniEdge Wireless	AP560hFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal 30deg/70deg Panel Antenna Domain US and Colombia	1 Year Warranty	
AP560h-WR	Smart OmniEdge Wireless	AP560hWR	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal 30deg/70deg Panel Antenna Domain Canada EMEA and Singapore	1 Year Warranty	
AP560i-FCC	Smart OmniEdge Wireless	AP560iFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal Antenna Domain US and Colombia	1 Year Warranty	
AP560i-WR	Smart OmniEdge Wireless	AP560iWR	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio	1 Year Warranty	

			802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal Antenna Domain Canada EMEA and Singapore		
AP560m-FCC	Smart OmniEdge Wireless	AP560mFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal Antenna + Mounting Kit (p/n KT14740702) Domain US and Colombia	1 Year Warranty	
AP560t-FCC	Smart OmniEdge Wireless	AP560tFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal 30deg/70deg Panel Antenna + Mounting Kit (p/n 30520 WSMBOPOLE01 MBOART02) Domain US and Colombia	1 Year Warranty	
AP560u-FCC	Smart OmniEdge Wireless	AP560uFCC	Cloudready Dual 5GHz Dual band Sensor radio Dual Radio 802.11ax/ac/abgn 4x44 MIMO Outdoor 11ax access point. Internal Antenna + Underseat Mounting Kit (p/n 30524 WSEIO02 EIO03) Domain US and Colombia	1 Year Warranty	
AP-6511-60010-EU	WiNG Wireless	AP6511 802.11N ETHERNET WALLPLATEEU	AP6511 802.11N ETHERNET WALLPLATEEU	Limited Lifetime Warranty Wing	07/13/2022
AP-6511-60010-WR	WiNG Wireless	AP6511 802.11N ETHERNET WALLPLATE WR	AP6511 802.11N ETHERNET WALLPLATE WR	Limited Lifetime Warranty Wing	03/01/2021

AP6511E-60010-APME	WiNG Wireless	AP 6511 EXPRESS 802.11N AP INT ANT WR	AP 6511 EXPRESS 802.11N AP INT ANT WR	Limited Lifetime Warranty Wing	04/13/2022
AP-6511E-60010-EU	WiNG Wireless	AP6511 11N ETHERNET WALLPLATE AP EU	AP6511 11N ETHERNET WALLPLATE AP EU ONLY	Limited Lifetime Warranty Wing	07/13/2022
AP-6511E-60010-WR	WiNG Wireless	AP6511 11N ETHERNET WALLPLATE AP WR	AP6511 11N ETHERNET WALLPLATE AP WR ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6521-60010-EU	WiNG Wireless	AP6521802.11N INDEP 1RAD INT ANT EU	AP6521802.11N INDEP 1RAD INT ANT EU	Limited Lifetime Warranty Wing	04/13/2022
AP-6521-60010-IL	WiNG Wireless	AP6521802.11N INDEP 1RAD INT ANT IL	AP6521802.11N INDEP 1RAD INT ANT IL	Limited Lifetime Warranty Wing	04/13/2022
AP-6521-60010-US	WiNG Wireless	AP6521 802.11N SNGL RADIO INT ANT US	802.11N INDEPENDENT ACCESS POINT SINGLE RADIO INTERNAL ANTENNA VERSION.	Limited Lifetime Warranty Wing	07/13/2022
AP-6521-60010-WR	WiNG Wireless	AP6521 802.11N SNGL RADIO INT ANT WR	802.11N INDEPENDENT ACCESS POINT SINGLE RADIO INTERNAL ANTENNA VERSION.	Limited Lifetime Warranty Wing	04/13/2022
AP-6521-60020-EU	WiNG Wireless	AP6521802.11N INDEP 1RAD EXT ANTEU	AP6521802.11N INDEP 1RAD EXT ANTEU	Limited Lifetime Warranty Wing	04/13/2022
AP-6521-60020-US	WiNG Wireless	AP6521 802.11N SNGL RADIO EXT ANT US	802.11N INDEPENDENT ACCESS POINT SINGLE RADIO EXTERNAL ANTENNA VERSION.	Limited Lifetime Warranty Wing	07/13/2022
AP-6521-60020-WR	WiNG Wireless	AP6521 802.11N SNGL RADIO EXT ANT WR	802.11N INDEPENDENT ACCESS POINT SINGLE RADIO EXTERNAL ANTENNA VERSION.	Limited Lifetime Warranty Wing	04/13/2022

AP6521E-60010-APME	WiNG Wireless	AP 6521 EXPRESS 802.11N AP INT ANT WR	AP 6521 EXPRESS 802.11N AP INT ANT WR	Limited Lifetime Warranty Wing	04/13/2022
AP-6521E-60010-EU	WiNG Wireless	AP6521 11N INTERNAL ANTAP 1 RADIO EU	AP6521 11N INTERNAL ANTENNA AP 1 RADIO EU ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6521E-60010-US	WiNG Wireless	AP6521 11N INTERNAL ANTAP 1 RADIO US	AP6521 11N INTERNAL ANTENNA AP 1 RADIO US ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6521E-60010-WR	WiNG Wireless	AP6521 11N INTERNAL ANTAP 1 RADIO WR	AP6521 11N INTERNAL ANTENNA AP 1 RADIO WR ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP6521E-60020-APME	WiNG Wireless	AP 6521 EXPRESS 802.11N AP EXT ANT WR	AP 6521 EXPRESS 802.11N AP EXT ANT WR	Limited Lifetime Warranty Wing	07/13/2022
AP-6521E-60020-EU	WiNG Wireless	AP6521 11N EXTERNAL ANTAP 1 RADIO EU	AP6521 11N EXTERNAL ANTENNA AP 1 RADIO EU ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6521E-60020-US	WiNG Wireless	AP6521 11N EXTERNAL ANTAP 1 RADIO US	AP6521 11N EXTERNAL ANTENNA AP 1 RADIO US ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6521E-60020-WR	WiNG Wireless	AP6521 11N EXTERNAL ANTAP 1 RADIO WR	AP6521 11N EXTERNAL ANTENNA AP 1 RADIO WR ONLY	Limited Lifetime Warranty Wing	04/13/2022
AP-6522-66003P-US	WiNG Wireless	PORTABLE AP US BATTERY POWERED	PORTABLE AP US BATTERY POWERED	1 Year Warranty Wing	01/31/2024
AP-6522-66003PW-US	WiNG Wireless	PORTABLE AP US BATTERY POWERED CUSTOM	PORTABLE AP US BATTERY POWERED CUSTOM	1 Year Warranty Wing	04/29/2024
AP-6522-66030-EU	WiNG Wireless	AP6522802.11N INDEP 2RAD INT ANTEU	AP6522802.11N INDEP 2RAD INT ANTEU	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-66030-IL	WiNG Wireless	AP6522802.11N INDEP 2RAD INT ANT IL	AP6522802.11N INDEP 2RAD INT ANT IL	Limited Lifetime Warranty Wing	03/30/2023

AP-6522-66030-US	WiNG Wireless	AP6522802.11N INDEP 2RAD INT ANT	AP6522802.11N INDEP 2RAD INT ANT	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-66030-WR	WiNG Wireless	AP6522802.11N INDEP 2RAD INT ANT	AP6522802.11N INDEP 2RAD INT ANT	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-66040-EU	WiNG Wireless	AP6522802.11N INDEP 2RAD EXT ANTEU	AP6522802.11N INDEP 2RAD EXT ANTEU	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-66040-US	WiNG Wireless	AP6522802.11N INDEP 2RAD EXT ANT	AP6522802.11N INDEP 2RAD EXT ANT	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-66040-WR	WiNG Wireless	AP6522802.11N INDEP 2RAD EXT ANT	AP6522802.11N INDEP 2RAD EXT ANT	Limited Lifetime Warranty Wing	03/30/2023
AP6522E-66030-APME	WiNG Wireless	AP 6522 EXPRESS 802.11N AP INT ANT WR	AP 6522 EXPRESS 802.11N AP INT ANT WR	Limited Lifetime Warranty Wing	03/30/2023
AP-6522E-66030-EU	WiNG Wireless	AP6522 11N INTERNAL ANTAP 2 RADIO EU	AP6522 11N INTERNAL ANTENNA AP 2 RADIO EU ONLY	Limited Lifetime Warranty Wing	03/30/2023
AP-6522E-66030-US	WiNG Wireless	AP6522 11N INTERNAL ANTAP 2 RADIO US	AP6522 11N INTERNAL ANTENNA AP 2 RADIO US ONLY	Limited Lifetime Warranty Wing	03/30/2023
AP-6522E-66030-WR	WiNG Wireless	AP6522 11N INTERNAL ANTAP 2 RADIO WR	AP6522 11N INTERNAL ANTENNA AP 2 RADIO WR ONLY	Limited Lifetime Warranty Wing	03/30/2023
AP6522E-66040-APME	WiNG Wireless	AP 6522 EXPRESS 802.11N AP EXT ANT WR	AP 6522 EXPRESS 802.11N AP EXT ANT WR	Limited Lifetime Warranty Wing	03/30/2023
AP-6522E-66040-EU	WiNG Wireless	AP6522 11N EXTERNAL ANTAP 2 RADIO EU	AP6522 11N EXTERNAL ANTENNA AP 2 RADIO EU ONLY	Limited Lifetime Warranty Wing	03/30/2023

AP-6522E-66040-US	WiNG Wireless	AP6522 11N EXTERNAL ANTAP 2 RADIO US	AP6522 11N EXTERNAL ANTENNA AP 2 RADIO US ONLY	Limited Lifetime Warranty Wing	03/30/2023
AP-6522E-66040-WR	WiNG Wireless	AP6522 11N EXTERNAL ANTAP 2 RADIO WR	AP6522 11N EXTERNAL ANTENNA AP 2 RADIO WR ONLY	Limited Lifetime Warranty Wing	03/30/2023
AP-6522-WM-MX-FRZ	WiNG Wireless	AP6522 EXT ANTNX9000 LICCORD ANT	AP 6522 EXT ANTENNA WITH NX9000 LIC POE AC LINE CORD AND ML2452HPA6M6072 ANTENNA	Limited Lifetime Warranty Wing	03/30/2023
AP-6532-66030-WR	WiNG Wireless	AP6532802.11N INDEP 2RADIO INT ANT	AP6532802.11N INDEP 2RADIO INT ANT	Limited Lifetime Warranty Wing	04/13/2022
AP-6532-66040-WR	WiNG Wireless	AP6532802.11N INDEP 2RADIO EXT ANT	AP6532802.11N INDEP 2RADIO EXT ANT	Limited Lifetime Warranty Wing	04/13/2022
AP-6562-66030-EU	WiNG Wireless	AP6562OUTDOOR 802.11N AP INT ANT EU	AP6562OUTDOOR 802.11N AP INT ANT EU	1 Year Warranty Wing	03/30/2023
AP-6562-66030-IL	WiNG Wireless	AP6562OUTDOOR 802.11N AP INT ANT IL	AP6562OUTDOOR 802.11N AP INT ANT IL	1 Year Warranty Wing	03/30/2023
AP-6562-66030-US	WiNG Wireless	AP6562OUTDOOR 802.11N AP INT ANT US	AP6562OUTDOOR 802.11N AP INT ANT US	1 Year Warranty Wing	03/30/2023
AP-6562-66030-WR	WiNG Wireless	AP6562OUTDOOR 802.11N AP INT ANT WR	AP6562OUTDOOR 802.11N AP INT ANT WR	1 Year Warranty Wing	03/30/2023
AP-6562-66040-EU	WiNG Wireless	AP6562OUTDOOR 802.11N AP EXT ANT EU	AP6562OUTDOOR 802.11N AP EXT ANT EU	1 Year Warranty Wing	03/30/2023
AP-6562-66040-US	WiNG Wireless	AP6562OUTDOOR 802.11N AP EXT ANT US	AP6562OUTDOOR 802.11N AP EXT ANT US	1 Year Warranty Wing	03/30/2023
AP-6562-66040-WR	WiNG Wireless	AP6562OUTDOOR 802.11N AP EXT ANT WR	AP6562OUTDOOR 802.11N AP EXT ANT WR	1 Year Warranty Wing	03/30/2023
AP-6562-6604J-IL	WiNG Wireless	AP6562 802.11N OUTDOOR EXT ANT IL	ACCESS POINTAP6562OUTDOO	1 Year Warranty Wing	03/30/2023

			R 802.11N AP EXT ANT IL		
AP6562E-66030-APME	WiNG Wireless	AP 6562 EXPRESS 802.11N AP INT ANT WR	AP 6562 EXPRESS 802.11N AP INT ANT WR	1 Year Warranty Wing	03/30/2023
AP-6562E-66030-EU	WiNG Wireless	AP6562 11N INT. ANT. OUT AP 2 RADIO EU	AP6562 11N INT. ANT. OUTDOOR AP 2 RADIO EU ONLY	1 Year Warranty Wing	03/30/2023
AP-6562E-66030-US	WiNG Wireless	AP6562 11N INT. ANT. OUT AP 2 RADIO US	AP6562 11N INT. ANT. OUTDOOR AP 2 RADIO US ONLY	1 Year Warranty Wing	03/30/2023
AP-6562E-66030-WR	WiNG Wireless	AP6562 11N INT. ANT. OUT AP 2 RADIO WR	AP6562 11N INT. ANT. OUTDOOR AP 2 RADIO WR ONLY	1 Year Warranty Wing	03/30/2023
AP6562E-66040-APME	WiNG Wireless	AP 6562 EXPRESS 802.11N AP EXT ANT WR	AP 6562 EXPRESS 802.11N AP EXT ANT WR	1 Year Warranty Wing	03/30/2023
AP-6562E-66040-EU	WiNG Wireless	AP6562 11N EXT. ANT. OUT AP 2 RADIO EU	AP6562 11N EXT. ANT. OUTDOOR AP 2 RADIO EU ONLY	1 Year Warranty Wing	03/30/2023
AP-6562E-66040-US	WiNG Wireless	AP6562 11N EXT. ANT. OUT AP 2 RADIO US	AP6562 11N EXT. ANT. OUTDOOR AP 2 RADIO US ONLY	1 Year Warranty Wing	03/30/2023
AP-6562E-66040-WR	WiNG Wireless	AP6562 11N EXT. ANT. OUT AP 2 RADIO WR	AP6562 11N EXT. ANT. OUTDOOR AP 2 RADIO WR ONLY	1 Year Warranty Wing	03/30/2023
AP-7161-66040-WR	WiNG Wireless	AP7161OUTDOOR 802.11N AP INTL	AP7161OUTDOOR 802.11N AP INTL	1 Year Warranty Wing	03/01/2021
AP-7161-66S40-JP	WiNG Wireless	AP7161 OUT 802.11N 802.11J W SENSOR JP	AP7161 OUTDOOR DUAL RADIO 802.11N AND 802.11J WITH SENSOR FOR JAPAN ONLY (JP)	1 Year Warranty Wing	03/01/2021
AP-7161-66S40-WR	WiNG Wireless	AP7161OUTDOOR 802.11N AP W/SENSOR INTL	AP7161OUTDOOR 802.11N AP W/SENSOR INTL	1 Year Warranty Wing	03/01/2021
AP-7502-67030-APME	WiNG Wireless	AP 7502 WALLPLATE 11AC AP INT ANT APME	AP 7502 WALLPLATE 802.11AC AP INT ANT APME	Limited Lifetime Warranty Wing	03/30/2023
AP-7502-67030-EU	WiNG Wireless	WALLPLATE 802.11AC DUAL RADIO AP. EU	WALLPLATE 802.11AC DUAL RADIO AP. EU	Limited Lifetime Warranty Wing	03/30/2023

AP-7502-67030-IL	WiNG Wireless	WALLPLATE 802.11ABGN/AC AP WITH TRIM IL	WALLPLATE 802.11ABGN/AC DUAL RADIO AP WITH AESTHTETIC TRIM. ISRAEL	Limited Lifetime Warranty Wing	03/30/2023
AP-7502-67030-US	WiNG Wireless	WALLPLATE 802.11AC DUAL RADIO AP. US	WALLPLATE 802.11AC DUAL RADIO AP. US	Limited Lifetime Warranty Wing	
AP-7502-67030-WR	WiNG Wireless	WALLPLATE 802.11AC DUAL RADIO AP WR	WALLPLATE 802.11AC DUAL RADIO AP WR	Limited Lifetime Warranty Wing	03/30/2023
AP7502E-67030-APME	WiNG Wireless	AP7502 EXPRESS 802.11AC INT ANT APME	AP 7502 EXPRESS 802.11AC AP INT ANT APME	Limited Lifetime Warranty Wing	03/30/2023
AP-7502E-67030-EU	WiNG Wireless	WALLPLATE DUAL RADIO 11AC. EXPRESS. EU	WALLPLATE DUAL RADIO 11AC. EXPRESS. EU	Limited Lifetime Warranty Wing	03/30/2023
AP-7502E-67030-US	WiNG Wireless	WALLPLATE DUAL RADIO 11AC. EXPRESS. US	WALLPLATE DUAL RADIO 11AC. EXPRESS. US	Limited Lifetime Warranty Wing	03/30/2023
AP-7502E-67030-WR	WiNG Wireless	WALLPLATE DUAL RADIO 11AC. EXPRESS. WR	WALLPLATE DUAL RADIO 11AC. EXPRESS. WR	Limited Lifetime Warranty Wing	03/30/2023
AP-7522-67030-1-WR	WiNG Wireless	AP 7522 INDOOR 802.11AC AP INT ANT WR	AP 7522 INDOOR 802.11AC AP INT ANT WR Extreme	Limited Lifetime Warranty Wing	
AP-7522-67030-EU	WiNG Wireless	AP 7522 INDOOR 802.11AC AP INT ANT EU	AP 7522 INDOOR 802.11AC AP INT ANT EU	Limited Lifetime Warranty Wing	07/28/2023
AP-7522-67030-EU-B	WiNG Wireless	AP7522 2RADIO 802.11AC INTEU	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT INTERNAL ANTENNA (EU SKU). INCLUDED IN KIT IS A AP 7522 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022

AP-7522-67030-US	WiNG Wireless	AP 7522 INDOOR 802.11AC AP INT ANT US	AP 7522 INDOOR 802.11AC AP INT ANT US	Limited Lifetime Warranty Wing	
AP-7522-67030-US-B	WiNG Wireless	AP7522 DUAL 11AC 2X22 MIMO INT ANT US	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT INTERNAL ANTENNA (US SKU). INCLUDED IN KIT IS AN AP 7522 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7522-67030-WR	WiNG Wireless	AP 7522 INDOOR 802.11AC AP INT ANT WR	AP 7522 INDOOR 802.11AC AP INT ANT WR	Limited Lifetime Warranty Wing	07/28/2023
AP-7522-67030-WR-B	WiNG Wireless	AP7522 DUAL 11AC 2X22 MIMO INT ANT WR	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT INTERNAL ANTENNA (WR SKU). INCLUDED IN KIT IS AN AP 7522 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7522-67040-1-WR	WiNG Wireless	AP 7522 INDOOR 802.11AC AP EXT ANT WR	AP 7522 INDOOR 802.11AC AP EXT ANT WR Extreme	Limited Lifetime Warranty Wing	
AP-7522-67040-APME	WiNG Wireless	AP7522 INDOOR 802.11AC EXT ANT APME	AP 7522 INDOOR 802.11AC AP EXT ANT APME	Limited Lifetime Warranty Wing	04/02/2023
AP-7522-67040-EU	WiNG Wireless	AP 7522 INDOOR 802.11AC AP EXT ANT EU	AP 7522 INDOOR 802.11AC AP EXT ANT EU	Limited Lifetime Warranty Wing	07/28/2023
AP-7522-67040-EU-B	WiNG Wireless	AP7522 2 RADIO 802.11AC EXT ANTEU	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT EXTERNAL ANTENNA (EU SKU). THE ANTENNAS ON AP 7522 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7522 EXTERNAL SKU	Limited Lifetime Warranty Wing	03/30/2022

			REQUIRES 3 DUAL BANDED		
AP-7522-67040-US	WiNG Wireless	AP 7522 INDOOR 802.11AC AP EXT ANT US	AP 7522 INDOOR 802.11AC AP EXT ANT US	Limited Lifetime Warranty Wing	
AP-7522-67040-US-B	WiNG Wireless	AP7522 DUAL 11AC 2X22 MIMO EXT ANT US	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT EXTERNAL ANTENNA (US SKU). THE ANTENNAS ON AP 7522 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7522 EXTERNAL SKU REQUIRES 3 DUAL BANDED INCLUDED IN KIT IS AN AP 7522 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7522-67040-WR	WiNG Wireless	AP 7522 INDOOR 802.11AC AP EXT ANT WR	AP 7522 INDOOR 802.11AC AP EXT ANT WR	Limited Lifetime Warranty Wing	07/28/2023
AP-7522-67040-WR-B	WiNG Wireless	AP7522 DUAL 11AC 2X22 MIMO EXT ANT WR	AP 7522 DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT EXTERNAL ANTENNA (WR SKU). THE ANTENNAS ON AP 7522 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7522 EXTERNAL SKU REQUIRES 3 DUAL BANDED. INCLUDED IN KIT IS AN AP 7522 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP7522E-67030-APME	WiNG Wireless	AP7522 EXPRESS 802.11AC INT ANT APME	AP 7522 EXPRESS 802.11AC AP INT ANT APME	Limited Lifetime Warranty Wing	04/17/2023

AP-7522E-67030-EU	WiNG Wireless	AP7522E DUAL 11AC 2X22 MIMO INT ANTEU	AP 7522E DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT INTERNAL ANTENNA (EU SKU) WING EXPRESS	Limited Lifetime Warranty Wing	04/17/2023
AP-7522E-67030-US	WiNG Wireless	AP 7522 EXPRESS 802.11AC AP INT ANT US	AP 7522 EXPRESS 802.11AC AP INT ANT US	Limited Lifetime Warranty Wing	04/17/2023
AP-7522E-67030-WR	WiNG Wireless	AP 7522 EXPRESS 802.11AC AP INT ANT WR	AP 7522 EXPRESS 802.11AC AP INT ANT WR	Limited Lifetime Warranty Wing	04/17/2023
AP7522E-67040-APME	WiNG Wireless	AP7522 EXPRESS 802.11AC EXT ANT APME	AP 7522 EXPRESS 802.11AC AP EXT ANT APME	Limited Lifetime Warranty Wing	04/17/2023
AP-7522E-67040-EU	WiNG Wireless	AP7522E DUAL 11AC 2X22 MIMO EXT ANT EU	AP 7522E DUAL RADIO 802.11AC 2X22 MIMO ACCESS POINT EXTERNAL ANTENNA (EU SKU) WING EXPRESS	Limited Lifetime Warranty Wing	04/17/2023
AP-7522E-67040-US	WiNG Wireless	AP 7522 EXPRESS 802.11AC AP EXT ANT US	AP 7522 EXPRESS 802.11AC AP EXT ANT US	Limited Lifetime Warranty Wing	04/17/2023
AP-7522E-67040-WR	WiNG Wireless	AP 7522 EXPRESS 802.11AC AP EXT ANT WR	AP 7522 EXPRESS 802.11AC AP EXT ANT WR	Limited Lifetime Warranty Wing	04/17/2023
AP-7532-67030-1-WR	WiNG Wireless	AP 7532 INDOOR 802.11AC AP INT ANT WR	AP 7532 INDOOR 802.11AC AP INT ANT WR Extreme	Limited Lifetime Warranty Wing	
AP-7532-67030-APME	WiNG Wireless	AP7532 INDOOR 802.11AC AP INT ANT APME	AP 7532 INDOOR 802.11AC AP INT ANT APME	Limited Lifetime Warranty Wing	04/02/2023
AP-7532-67030-EG	WiNG Wireless	AP 7532 INDOOR 802.11AC AP INT ANT EG	AP 7532 INDOOR 802.11AC AP INT ANT Domain Egypt	Limited Lifetime Warranty Wing	

AP-7532-67030-EU	WiNG Wireless	AP 7532 INDOOR 802.11AC AP INT ANT EU	AP 7532 INDOOR 802.11AC AP INT ANT EU	Limited Lifetime Warranty Wing	07/28/2023
AP-7532-67030-EU-B	WiNG Wireless	AP7532 2 RADIO 802.11AC INT ANTEU	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT INTERNAL ANTENNA (EU SKU) INCLUDED IN KIT IS A AP 7532 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7532-67030-IL	WiNG Wireless	AP7532 DUAL RADIO 11AC INT ANT IL	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT INTERNAL ANTENNA (ISRAEL SKU)	Limited Lifetime Warranty Wing	
AP-7532-67030-US	WiNG Wireless	AP 7532 INDOOR 802.11AC AP INT ANT US	AP 7532 INDOOR 802.11AC AP INT ANT US	Limited Lifetime Warranty Wing	
AP-7532-67030-US-B	WiNG Wireless	AP7532 DUAL 11AC 3X33 MIMO INT ANT US	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT INTERNAL ANTENNA (US SKU) INCLUDED IN KIT IS AN AP 7532 BEAM CLIP	Limited Lifetime Warranty Wing	
AP-7532-67030-WR	WiNG Wireless	AP 7532 INDOOR 802.11AC AP INT ANT WR	AP 7532 INDOOR 802.11AC AP INT ANT WR	Limited Lifetime Warranty Wing	07/28/2023
AP-7532-67030-WR-B	WiNG Wireless	AP7532 DUAL 11AC 3X33 MIMO INT ANT WR	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT INTERNAL ANTENNA (WR SKU) INCLUDED IN KIT IS AN AP 7532 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7532-67040-1-WR	WiNG Wireless	AP 7532 INDOOR 802.11AC AP EXT ANT WR	AP 7532 INDOOR 802.11AC AP EXT ANT WR Extreme	Limited Lifetime Warranty Wing	
AP-7532-67040-APME	WiNG Wireless	AP7532 INDOOR 802.11AC AP EXT ANT APME	AP 7532 INDOOR 802.11AC AP EXT ANT APME	Limited Lifetime Warranty Wing	04/02/2023

AP-7532-67040-EG	WiNG Wireless	AP 7532 INDOOR 802.11AC AP EXT ANT EG	AP 7532 INDOOR 802.11AC AP INT ANT Domain Egypt	Limited Lifetime Warranty Wing	
AP-7532-67040-EU	WiNG Wireless	AP 7532 INDOOR 802.11AC AP EXT ANT EU	AP 7532 INDOOR 802.11AC AP EXT ANT EU	Limited Lifetime Warranty Wing	07/28/2023
AP-7532-67040-EU-B	WiNG Wireless	AP 7532 DUAL RADIO 802.11AC EXT ANTEU	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT EXTERNAL ANTENNA (EU SKU). THE ANTENNAS ON AP 7532 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7532 EXTERNAL SKU REQUIRES 3 DUAL BANDED	Limited Lifetime Warranty Wing	03/30/2022
AP-7532-67040-US	WiNG Wireless	AP 7532 INDOOR 802.11AC AP EXT ANT US	AP 7532 INDOOR 802.11AC AP EXT ANT US	Limited Lifetime Warranty Wing	
AP-7532-67040-US-B	WiNG Wireless	AP7532 DUAL 11AC 3X33 MIMO EXT ANT US	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT EXTERNAL ANTENNA (US SKU). THE ANTENNAS ON AP 7532 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7532 EXTERNAL SKU REQUIRES 3 DUAL BANDED INCLUDED IN KIT IS AN AP 7532 BEAM CLIP	Limited Lifetime Warranty Wing	
AP-7532-67040-WR	WiNG Wireless	AP 7532 INDOOR 802.11AC AP EXT ANT WR	AP 7532 INDOOR 802.11AC AP EXT ANT WR	Limited Lifetime Warranty Wing	07/28/2023

AP-7532-67040-WR-B	WiNG Wireless	AP7532 DUAL 11AC 3X33 MIMO EXT ANT WR	AP 7532 DUAL RADIO 802.11AC 3X33 MIMO ACCESS POINT EXTERNAL ANTENNA (WR SKU). THE ANTENNAS ON AP 7532 EXTERNAL ANTENNA SKU ARE DIPLEX ANTENNA PORTS. AP 7532 EXTERNAL SKU REQUIRES 3 DUAL BANDED. INCLUDED IN KIT IS AN AP 7532 BEAM CLIP	Limited Lifetime Warranty Wing	03/30/2022
AP-7562-670042-1-WR	WiNG Wireless	AP7562 OUTDOOR MIMO ANT INSTALLED WR	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA INSTALLED AT FACTORY WR Extreme	1 Year Warranty Wing	
AP-7562-670042APME	WiNG Wireless	AP7562 DUAL RADIO 802.11AC 3X33MIMO OUT	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA (APME REGION) ANTENNA INSTALLED AT FACTORY	1 Year Warranty Wing	04/02/2023
AP-7562-670042-EU	WiNG Wireless	AP7562 OUTDOOR MIMO ANT INSTALLED EU	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA INSTALLED AT FACTORY EU	1 Year Warranty Wing	07/28/2023
AP-7562-670042-IL	WiNG Wireless	AP7562 OUTDOOR MIMO ANT INSTALLED IL	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA INSTALLED AT FACTORY IL (ISRAEL)	1 Year Warranty Wing	
AP-7562-670042-US	WiNG Wireless	AP7562 OUTDOOR MIMO ANT INSTALLED US	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA INSTALLED AT FACTORY US	1 Year Warranty Wing	

AP-7562-670042-WR	WiNG Wireless	AP7562 OUTDOOR MIMO ANT INSTALLED WR	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT ANTENNA INSTALLED AT FACTORY WR	1 Year Warranty Wing	07/28/2023
AP-7562-67040-1-WR	WiNG Wireless	AP7562 802.11AC OUT DL RADIO EXT ANT WR	802.11AC OUTDOOR IP67 DUAL RADIO EXTERNAL ANTENNAS WR Extreme	1 Year Warranty Wing	
AP-7562-67040-EU	WiNG Wireless	AP7562 802.11AC OUT DL RADIO EXT ANT EU	802.11AC OUTDOOR IP67 DUAL RADIO EXTERNAL ANTENNAS EU	1 Year Warranty Wing	07/28/2023
AP-7562-67040-US	WiNG Wireless	AP7562 802.11AC OUT DL RADIO EXT ANT US	802.11AC OUTDOOR IP67 DUAL RADIO EXTERNAL ANTENNAS US	1 Year Warranty Wing	
AP-7562-67040-WR	WiNG Wireless	AP7562 802.11AC OUT DL RADIO EXT ANT WR	802.11AC OUTDOOR IP67 DUAL RADIO EXTERNAL ANTENNAS WR	1 Year Warranty Wing	07/28/2023
AP-7562-6704M-1-WR	WiNG Wireless	AP7562 DUAL 11AC OUT EXT ANT M12 WR	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT EXTERNAL ANTENNA (WR SKU) M12 CONNECTOR VERSION Extreme	1 Year Warranty Wing	
AP-7562-6704M-EU	WiNG Wireless	AP7562 DUAL 11AC OUT EXT ANT EU M12	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT EXTERNAL ANTENNA (EU SKU) M12 CONNECTOR VERSION	1 Year Warranty Wing	07/28/2023
AP-7562-6704M-US	WiNG Wireless	AP7562 DUAL 11AC OUT EXT ANT US M12	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT EXTERNAL ANTENNA (US SKU) M12 CONNECTOR VERSION	1 Year Warranty Wing	

AP-7562-6704M-WR	WiNG Wireless	AP7562 DUAL 802.11AC 3X33 MIMO OUT M12	AP 7562 DUAL RADIO 802.11AC 3X33 MIMO OUTDOOR ACCESS POINT EXTERNAL ANTENNA (WR SKU) M12 CONNECTOR VERSION	1 Year Warranty Wing	07/28/2023
AP-7602-68B30-1-WR	WiNG Wireless	AP7602 802.11AC PLATE WEDGEINT ANT WR	802.11AC WALLPLATE WEDGE AP DUAL AND RADIO 1X1 OR SINGLE BAND RADIO 2X2. INTERNAL ANTENNA 1XGE(WR SKU) Extreme	Limited Lifetime Warranty Wing	
AP-7602-68B30-EU	WiNG Wireless	AP7602 802.11AC PLATE WEDGEINT ANT EU	802.11AC WALLPLATE WEDGE AP DUAL AND RADIO 1X1 OR SINGLE BAND RADIO 2X2. INTERNAL ANTENNA 1XGE(EU SKU)	Limited Lifetime Warranty Wing	07/28/2023
AP-7602-68B30-IL	WiNG Wireless	AP7602 802.11AC PLATE WEDGEINT ANT IL	AP7602 802.11AC PLATE WEDGEINT ANT Domain Israel	Limited Lifetime Warranty Wing	
AP-7602-68B30-US	WiNG Wireless	AP7602 802.11AC PLATE WEDGEINT ANT US	802.11AC WALLPLATE WEDGE AP DUAL AND RADIO 1X1 OR SINGLE BAND RADIO 2X2.INTERNAL ANTENNA1XGE (US SKU)	Limited Lifetime Warranty Wing	
AP-7602-68B30-WR	WiNG Wireless	AP7602 802.11AC PLATE WEDGEINT ANT WR	802.11AC WALLPLATE WEDGE AP DUAL AND RADIO 1X1 OR SINGLE BAND RADIO 2X2. INTERNAL ANTENNA 1XGE(WR SKU)	Limited Lifetime Warranty Wing	07/28/2023
AP-7622-68B30-1-WR	WiNG Wireless	AP7622 802.11AC DL/SNG INT ANT 1XGE WR	802.11AC DUAL BAND RADIO 1X1 OR SINGLE BAND RADIO 2X2 INTERNAL ANTENNA BLE 1XGE (WR SKU) Extreme	Limited Lifetime Warranty Wing	
AP-7622-68B30-EU	WiNG Wireless	AP7622 802.11AC DL/SNG INT ANT 1XGE EU	802.11AC DUAL BAND RADIO 1X1 OR SINGLE BAND RADIO	Limited Lifetime	07/28/2023

			2X2 INTERNAL ANTENNA BLE 1XGE (EU SKU)	Warranty Wing	
AP-7622-68B30-US	WiNG Wireless	AP7622 802.11AC DL/SNG INT ANT 1XGE US	802.11AC DUAL BAND RADIO 1X1 OR SINGLE BAND RADIO 2X2 INTERNAL ANTENNA BLE 1XGE (US SKU)	Limited Lifetime Warranty Wing	
AP-7622-68B30-WR	WiNG Wireless	AP7622 802.11AC DL/SNG INT ANT 1XGE WR	802.11AC DUAL BAND RADIO 1X1 OR SINGLE BAND RADIO 2X2 INTERNAL ANTENNA BLE 1XGE (WR SKU)	Limited Lifetime Warranty Wing	07/28/2023
AP-7632-680B30-TN	WiNG Wireless	AP7632680B30TN	WiNG 802.11ac Indoor Wave 2 Access Point 2x22 Dual Radio 802.11ac/abgn internal antenna Domain Tunisia	Limited Lifetime Warranty Wing	
AP-8122-66030-EU	WiNG Wireless	AP8122 INDOOR 802.11N AP INT ANT EU	AP8122 INDOOR 802.11N AP INT ANT EU	Limited Lifetime Warranty Wing	04/13/2022
AP-8132-66040-EU	WiNG Wireless	AP8132 2RADIO 3X33 MIMOEU	AP8132 2RADIO 3X33 MIMOEU	Limited Lifetime Warranty Wing	04/13/2022
AP-8132-66040-US	WiNG Wireless	AP8132 2RADIO 3X33 MIMOUS	AP8132 2RADIO 3X33 MIMOUS	Limited Lifetime Warranty Wing	04/13/2022
AP-8132-66040-WR	WiNG Wireless	AP8132 2RADIO 3X33 MIMOWR	AP8132 2RADIO 3X33 MIMOWR	Limited Lifetime Warranty Wing	04/13/2022
AP-8163-66S40-1-WR	WiNG Wireless	AP8163 OUTDOOR 802.11N AP EXTWIPS WR	AP8163 OUTDOOR 802.11N AP EXTERNAL ANTENNAWIPS WR Extreme	1 Year Warranty Wing	
AP-8163-66S40-EU	WiNG Wireless	AP8163 OUTDOOR 802.11N AP EXTWIPS EU	AP8163 OUTDOOR 802.11N AP EXTWIPS EU	1 Year Warranty Wing	07/28/2023
AP-8163-66S40-US	WiNG Wireless	AP8163 OUTDOOR 802.11N AP EXTWIPS US	AP8163 OUTDOOR 802.11N AP EXTWIPS US	1 Year Warranty Wing	

AP-8163-66S40-WR	WiNG Wireless	AP8163 OUTDOOR 802.11N AP EXTWIPS WR	AP8163 OUTDOOR 802.11N AP EXTWIPS WR	1 Year Warranty Wing	07/28/2023
AP-8232-67040-EU	WiNG Wireless	AP8232802.11AC INDEP 2RAD EXT ANT EU	AP8232802.11AC INDEP 2RAD EXT ANT EU	Limited Lifetime Warranty Wing	04/13/2022
AP-8232-67040-US	WiNG Wireless	AP8232802.11AC INDEP 2RAD EXT ANT US	AP8232802.11AC INDEP 2RAD EXT ANT US	Limited Lifetime Warranty Wing	04/13/2022
AP-8232-67040-WR	WiNG Wireless	AP8232802.11AC INDEP 2RAD EXT ANT WR	AP8232802.11AC INDEP 2RAD EXT ANT WR	Limited Lifetime Warranty Wing	04/13/2022
AP-8432-680B30-1-WR	WiNG Wireless	AP8432 11AC DUAL INT ANT2GPOE WR	AP8432 802.11AC MUMIMODUAL RADIO BAND UNLOCKED BLE INTERNAL ANTENNA POE OUT USB 2GE WR Extreme	Limited Lifetime Warranty Wing	
AP-8432-680B30-EU	WiNG Wireless	AP843 802.11AC DL INT ANT2GPOE EU	802.11AC MUMIMODUAL RADIO BAND UNLOCKED BLE INTERNAL ANTENNA POE OUT USB 2GE INTERNAL ANTENNA EU	Limited Lifetime Warranty Wing	07/28/2023
AP-8432-680B30-US	WiNG Wireless	AP8432 11AC DUAL INT ANT 2GPOE US	802.11AC WAVE2DUAL RADIO BAND UNLOCKED BLE INTERNAL ANTENNA POE OUT USB 2GE INTERNAL ANTENNA US	Limited Lifetime Warranty Wing	
AP-8432-680B30-WR	WiNG Wireless	AP843 802.11AC DL INT ANT2GPOE WR	802.11AC MUMIMODUAL RADIO BAND UNLOCKED BLE INTERNAL ANTENNA POE OUT USB 2GE INTERNAL ANTENNA WR	Limited Lifetime Warranty Wing	07/28/2023
AP-8533-68SB30-1-WR	WiNG Wireless	AP8533 TRI RADIO 11AC INT ANT 2XGE WR	AP8533 802.11ac MUMIMO TRI RADIO INTERNAL ANTENNA 2XGE WR Extreme	Limited Lifetime Warranty Wing	

AP-8533-68SB30-EU	WiNG Wireless	AP8533 TRI RADIO 11AC INT ANT 2XGE EU	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE INTERNAL ANTENNA 2XGE EU VERSION	Limited Lifetime Warranty Wing	07/28/2023
AP-8533-68SB30-IL	WiNG Wireless	AP8533 TRI RADIO 11AC INT ANT 2XGE IL	AP8533 802.11ac MUMIMO TRI RADIOINTERNAL ANTENNA 2XGE IL Extreme	Limited Lifetime Warranty Wing	
AP-8533-68SB30-US	WiNG Wireless	AP8533 TRI RADIO 11AC INT ANT 2XGE US	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE INTERNAL ANTENNA 2XGE US VERSION	Limited Lifetime Warranty Wing	
AP-8533-68SB30-WR	WiNG Wireless	AP8533 TRI RADIO 11AC INT ANT 2XGE WR	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE INTERNAL ANTENNA 2XGE INTERNATIONAL VERION WR	Limited Lifetime Warranty Wing	07/28/2023
AP-8533-68SB40-1-WR	WiNG Wireless	AP8533 TRI RADIO 11AC EXT ANT 2XGE WR	AP8533 802.11ac MUMIMO TRI RADIO EXTERNAL ANTENNA 2XGE WR Extreme	Limited Lifetime Warranty Wing	
AP-8533-68SB40-EU	WiNG Wireless	AP8533 TRI RADIO 11AC EXT ANT 2XGE EU	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE EXTERNAL ANTENNA 2XGE EU VERSION	Limited Lifetime Warranty Wing	07/28/2023
AP-8533-68SB40-US	WiNG Wireless	AP8533 TRI RADIO 11AC EXT ANT 2XGE US	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE EXTERNAL ANTENNA 2XGE US VERSION	Limited Lifetime Warranty Wing	

AP-8533-68SB40-WR	WiNG Wireless	AP8533 TRI RADIO 11AC EXT ANT 2XGE WR	AP8533 TRI RADIO 802.11AC MUMIMO ACCESS POINT DEDICATED SENSOR BLE EXTERNAL ANTENNA 2XGE INTERNATIONAL VERION WR	Limited Lifetime Warranty Wing	07/28/2023
AP-PSBIAS-7161-US	WiNG Wireless	OUTDOOR POE INJECTOR US	OUTDOOR IP66 802.3AT GIGABIT ETHERNET POWER INJECTOR 100240 VAC US	1 Year Warranty Wing	
B5G124-24	Fixed L2	B5 STK 24X3SPD+4SFP	B5 STK 24X3SPD+4SFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-24-G	Fixed L2	B5 STK 24X3SPD+4SFPTAA	B5 STK 24X3SPD+4SFPTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-24P2	Fixed L2	B5 STK 24X3SPDATPOE+4SFP	B5 STK 24X3SPDATPOE+4SFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-24P2-G	Fixed L2	B5 STK 24X3SPDATPOE+4SFPTAA	B5 STK 24X3SPDATPOE+4SFPTAA	Limited Lifetime Warranty with express Advanced	06/30/2022

				Hardware Replacement-2	
B5G124-48	Fixed L2	B5 STK 48X3SPD+4SFP	B5 STK 48X3SPD+4SFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-48-G	Fixed L2	B5 STK 48X3SPD+4SFPTAA	B5 STK 48X3SPD+4SFPTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-48P2	Fixed L2	B5 STK 48X3SPDATPOE+4SFP	B5 STK 48X3SPDATPOE+4SFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5G124-48P2-G	Fixed L2	B5 STK 48X3SPDATPOE+4SFPTAA	B5 STK 48X3SPDATPOE+4SFPTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-24	Fixed L2	B5 STK 24X3SPD+2SFPPLUS	B5 STK 24X3SPD+2SFPPLUS	Limited Lifetime Warranty with express Advanced Hardware	06/30/2022

				Replacement-2	
B5K125-24-G	Fixed L2	B5 STK 24X3SPD+2SFPPLUSTAA	B5 STK 24X3SPD+2SFPPLUSTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-24P2	Fixed L2	B5 STK 24X3SPDATPOE+2SFPPLUS	B5 STK 24X3SPDATPOE+2SFPPLUS	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-24P2-G	Fixed L2	B5 STK 24X3SPDATPOE+2SFPPLUSTAA	B5 STK 24X3SPDATPOE+2SFPPLUSTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-48	Fixed L2	B5 STK 48X3SPD+2SFPPLUS	B5 STK 48X3SPD+2SFPPLUS	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-48-G	Fixed L2	B5 STK 48X3SPD+2SFPPLUSTAA	B5 STK 48X3SPD+2SFPPLUSTAA	Limited Lifetime Warranty with express Advanced Hardware	06/30/2022

				Replacement-2	
B5K125-48P2	Fixed L2	B5 STK 48X3SPD+2SFPPLUS	B5 STK 48X3SPD+2SFPPLUS	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K125-48P2-G	Fixed L2	B5 STK 48X3SPD+2SFPPLUSTAA	B5 STK 48X3SPD+2SFPPLUSTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
B5K-24-BUN	Fixed L2	QTY 8 BUNDLE OF B5K12524		Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
B5K-48-BUN	Fixed L2	QTY 8 BUNDLE OF B5K12548		Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
BR-6910-EAS-H-AC	SRA	12 P GE COMBONO AC POWER CORD90TO260V	Brocade 691012 x 1 GbE combination copper 10/100/1000 BaseT (RJ45)OR 100/1000 BaseX SFP portsredundant AC power supplytemperature hardened	1 Year Warranty	02/28/2023

BR-6910-EAS-H-DC	SRA	12 P GE COMBO W/ DUAL DC POWER 20TO60V	Brocade 691012 x 1 GbE combination copper 10/100/1000 BaseT (RJ45)OR 100/1000 BaseX SFP portsredundant DC power supplytemperature hardened	1 Year Warranty	02/28/2023
BR-BFO-LRG	SRA	BFO APPLICATION 200G PERPETUAL	Brocade Flow Optimizer Application Perpetual License for up to 200G traffic management capability	Software Warranty	
BR-BFO-SML	SRA	BFO APPLICATION 20G PERPETUAL	Brocade Flow Optimizer Application Perpetual License for up to 20G traffic management capability.	Software Warranty	
BR-CER-2024C-4X-RT-AC	SRA	CER 2024C4XRT1 500W ACBASE SW	Brocade CER2024C4XRT includes24 RJ45 portsof 10/100/1000Mbps Ethernet with 4 combination RJ45/SFPGigabit Ethernet with 4 fixedports of 10Gigabit Ethernet SFP+ 500W AC power supply (RPS9) and BASE software. Uses XNICE2000FAN	1 Year Warranty	
BR-CER-2024C-4X-RT-DC	SRA	CER 2024C4XRT1 500W DCBASE SW	Brocade CER2024C4XRT includes24 RJ45 portsof 10/100/1000Mbps Ethernet with 4 combination RJ45/SFPGigabit Ethernet with 4 fixedports of 10Gigabit Ethernet SFP+ 500W DC power supply (RPS9DC) and BASE software. Uses XNICE2000FAN	1 Year Warranty	
BR-CER-2024F-4X-RT-AC	SRA	CER 2024F4XRT1 500W ACBASE SW	Brocade CER2024F4XRT includes24 SFP ports of 100/1000Mbps Ethernet with 4 combination	1 Year Warranty	

			RJ45/SFPGigabit Ethernet with 4 fixedports of 10Gigabit Ethernet SFP+ 500W AC power supply (RPS9) and BASE software. Uses XNICE2000FAN		
BR-CER-2024F-4X-RT-DC	SRA	CER 2024F4XRT1 500W DCBASE SW	Brocade CER2024F4XRT includes24 SFP ports of 100/1000Mbps Ethernet with 4 combination RJ45/SFPGigabit Ethernet with 4 fixedports of 10Gigabit Ethernet SFP+ 500W DC power supply (RPS9DC) and BASE software. Uses XNICE2000FAN	1 Year Warranty	
BR-CES-2024C-4X-AC	SRA	CES 2024C4X1 500W ACBASE SW	Brocade CES 2024C4X includes 24 RJ45 ports of 10/100/1000 Mbps Ethernet with 4 combination RJ45/SFP Gigabit Ethernet ports 4 fixed ports of 10 Gigabit Ethernet SFP+ 500W AC power supply (RPS9) and BASE software. Uses XNICE2000FAN	1 Year Warranty	10/27/2023
BR-CES-2024C-4X-DC	SRA	CES 2024C4X1 500W DCBASE SW	Brocade CES2024C4X includes24 RJ45 portsof 10/100/1000Mbps Ethernet with 4 combination RJ45/SFPGigabit Ethernet Ports 4 fixedports of 10Gigabit Ethernet SFP+ 500W DC power supply (RPS9DC) and BASE software. Uses XNICE2000FAN	1 Year Warranty	10/27/2023
BR-CES-2024F-4X-AC	SRA	CES 2024F4X1 500W ACBASE SW	Brocade CES 2024F4X includes 24 SFP ports of 100/1000 Mbps Ethernet with 4 combination RJ45/SFP Gigabit	1 Year Warranty	10/27/2023

			Ethernet ports 4 fixed ports of 10 Gigabit Ethernet SFP+ 500W AC power supply (RPS9) and BASE software. Uses XNICE2000FAN		
BR-CES-2024F-4X-DC	SRA	CES 2024F4X1 500W DCBASE SW	Brocade CES 2024F4X includes 24 SFP ports of 100/1000 Mbps Ethernet with 4 combination RJ45/SFP Gigabit Ethernet ports 4 fixed ports of 10 Gigabit Ethernet SFP+ 500W DC power supply (RPS9DC) and BASE software. Uses XNICE2000FAN	1 Year Warranty	10/27/2023
BRKT-000147A-01	WiNG Wireless	BEAM CLIP for Mounting Plate	BEAM CLIP for Mounting Plate	1 Month Warranty Wing	
BRKT-000167A-01	WiNG Wireless	AP75327522 BRCKT ADAPTER WALL MOUNT	AP 7532 AP 7522 BRACKET ADAPTER FOR WALL MOUNT	1 Month Warranty Wing	
BR-MLX-100GX1-2PUPG	SRA	MLXE 1PORT 100GBE LIC UPG TO 2PORT	100GbE 1port module license upgrade TO 2ports ON a MLXe	Software Warranty	
BR-MLX-100GX2-CFP2-M	SRA	MLX 2PORT 100GBE (M) CFP2 MODULE. SUPP	Brocade MLXe two (2)port 100GbE (M) module with IPv4/IPv6/MPLS hardware support. Requires CFP2 optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules	1 Year Warranty	
BR-MLX-100GX2-CFP2-X2	SRA	MLX 2PORT 100GBE (X2) CFP2 MODULE. SUP	Brocade MLXe two (2)port 100GbE (X2) module with IPv4/IPv6/MPLS hardware support. Requires CFP2 optics. Supports simultaneous 2M IPv4 and 0.8M IPv6 or simultaneous 1.5M IPv4 and 1M IPv6 routes	1 Year Warranty	

			in FIB. Requires high speed switch fabric module		
BR-MLX-10GX10-20PUPG	SRA	MLXE 10PORT 1GBE/10GBE LIC UPG TO 20P	MLX SOFTWARE LICENSE TO UPGRADE FROM 10 PORT (X2) TO 20 PORT 10G/1G COMBO MODULE.	Software Warranty	
BR-MLX-10GX10-X2	SRA	10X1/10GESFP+ BLADE X2	MLX 10PORT 10GBE/1GBE (X2) SFP+ AND SFP COMBO MODULE WITH EXTENDED ROUTE TABLE SUPPORT UP TO 2M IPV4 AND 800K IPV6 ROUTES IN HARDWARE. MACSEC ENABLED. UPGRADEABLE TO 20X10GX2 USING ADDITIONAL SOFTWARE LICENSE.	1 Year Warranty	
BR-MLX-10GX20-M	SRA	MLX 20PORT 10GBE/1GBE (M) COMBO MODULE	Brocade MLXe twenty (20)port 10GBE/1GBE (M) combo module with IPv4/IPv6/MPLS hardware support. Requires SFP+ and SFP optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules	1 Year Warranty	
BR-MLX-10GX20-X2	SRA	MLX 20PORT 10GBE/1GBE (X2) COMBO MODUL	Brocade MLXe twenty (20)port 10GBE/1GBE (X2) combo module with IPv4/IPv6/MPLS hardware support. Requires SFP+ and SFP optics. Supports simultaneous 2M IPv4 and 0.8M IPv6 or simultaneous 1.5M IPv4 and 1M IPv6 routes in FIB. Requires hSFM.	1 Year Warranty	

BR-MLX-10GX24-DM	SRA	MLX 24PORT 10GBE MODULEW/MPLS SUPPORT	Brocade MLXe twenty four (24)port 10GbE (DM) module with IPv4/IPv6/MPLS capabilities. Requires SFPP optics. Supports 256K IPv4 routes in FIB.	1 Year Warranty	10/27/2023
BR-MLX-10GX4-IPSEC-M	SRA	MLX 4PORT 10GBE AND 4PORT 1GBE (M) IP	Brocade MLXe eight port (4port 10GBE and 4port 1GBE) (M) IP Security (IPSEC) module with IPv4/IPv6/VRF hardware support. Requires SFP+ and SFP optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules	1 Year Warranty	
BR-MLX-10GX4-X	SRA	XMR/MLXE 4PORT 10GBE (X) XFP MODULE	XMR/MLXe four (4)port 10GbE (X) module with IPv4/IPv6/MPLS hardware supportrequires XFP optics. Supports 1M IPv4 routes in FIB.	1 Year Warranty	10/27/2023
BR-MLX-10GX4-X-ML	SRA	XMR/MLXE 4PORT 10GBE (ML) XFP MODULE	MLX/MLXe four (4)port 10GbE (ML) module with IPv4/IPv6/MPLS hardware supportrequires XFP optics. Supports 512K IPv4 routes in FIB. License Upgradeable to X scalability (1M IPv4 routes in FIB).	1 Year Warranty	10/27/2023
BR-MLX-10GX4-XUPG	SRA	MLX 4PORT 10GBE LICENSE UPGD TO (X)	MLX 4PORT 10GBE LICENSE UPGD TO (X)	Software Warranty	
BR-MLX-10GX8-X	SRA	XMR/MLXE 8PORT 10GBE (X) SFPP MODULE	MLXe/XMR eight (8)port 10GbE (X) module with IPv4/IPv6/MPLS hardware supportrequires SFPP optics. Supports 1M IPv4 routes in FIB. Requires high speed switch fabric modules.	1 Year Warranty	10/27/2023
BR-MLX-1GCX24-X	SRA	XMR/MLXE 24PORT 1GBE (X) COPPER MODULE	XMR/MLXE 24port 1GbE (X) Copper (RJ45)	1 Year Warranty	

			Module. Supports 1M IPv4 routes in FIB.		
BR-MLX-1GCX24-X-ML	SRA	MLX/MLXE 24PORT 1GBE (ML) COPPER MODUL	MLX/MLXE 24port 1GbE (ML) Copper (RJ45) Module. Supports 512K IPv4 routes in FIB. License Upgradeable to X scalability (1M IPv4 routes in FIB).	1 Year Warranty	
BR-MLX-1GFX24-X	SRA	XMR/MLXE 24PORT 1GBE (X) SFP MODULE	XMR/MLXE 24port 1GbE (X) Fiber (SFP) Module. Supports 1M IPv4 routes in FIB.	1 Year Warranty	
BR-MLX-1GFX24-X-ML	SRA	MLX/MLXE 24PORT 1GBE (ML) SFP MODULE	MLX/MLXE 24port 1GbE (ML) Fiber (SFP) Module. Supports 512K IPv4 routes in FIB. License Upgradeable to X scalability (1M IPv4 routes in FIB).	1 Year Warranty	
BR-MLX-1GX20-U10G-M	SRA	MLX 20PORT 1GBE (M) MODULE	Brocade MLXe twenty (20)port 1GBE/1GBE (M) module with IPv4/IPv6/MPLS hardware support. Requires SFP optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules. Upgradeable to 10G with BRMLX1GX20U10GMUPG license.	1 Year Warranty	
BR-MLX-1GX20-U10G-MUPG	SRA	MLXE 20PRT(M)10GBE LIC UPG 110GBE	MLXe 20PORT (M) 10 Gigabit Ethernet license to upgrade from 1GBE TO 1GBE/10GBE combo port	Software Warranty	
BR-MLX-1GX20-U10G-X2	SRA	MLX 20PORT 1GBE (X2) MODULE	Brocade MLXe twenty (20)port 1GBE (X2) module with IPv4/IPv6/MPLS hardware support. Requires SFP optics. Supports simultaneous 2M IPv4 and 0.8M IPv6 or 1.5M IPv4 and 1M	1 Year Warranty	

			IPv6 routes in FIB. Requires hSFM. Upgradeable to 10G with extra license.		
BR-MLX-1GX20-U10G-X2UPG	SRA	MLXE 20PRT(X2)10GBE LICUPG TO 110/GBE	MLXe 20PORT (X2) 10 Gigabit Ethernet license to upgrade from 1GBE TO 1GBE/10GBE combo port	Software Warranty	
BR-MLX-1GX24-XUPG	SRA	MLX 24PORT 1GBE LICENSE UPGRADE TO (X)	MLX/MLXE 24PORT 1GBE LICENSE UPGRADE TO (X)	Software Warranty	
BR-MLX-32-MR2-M	SRA	MLXE/MLX GEN2 MANAGEMENT (M) MODULE FOR	MLXe/MLX Gen2 management (M) module for 32slot systems. Includes 4 GB RAM 1 internal compact flash drive (2GB) 1 external compact flash slot with included 2GB card RS232 serial console port and 10/100/1000 Ethernet port for management	1 Year Warranty	
BR-MLX-32-MR2-X	SRA	MLXE/MLX GEN2 MANAGEMENT (X) MODULE FOR	MLXe/MLX Gen2 management (X) module for 32slot systems. Includes 4 GB RAM 1 internal compact flash drive (2GB) 1 external compact flash slot with included 2GB card RS232 serial console port and 10/100/1000 Ethernet port for management	1 Year Warranty	
BR-MLX-40GX4-M	SRA	MLX 4PORT 40GBE (M) QSFP+ MODULE. SUPP	Brocade MLXe four (4)port 40GbE (M) module with IPv4/IPv6/MPLS hardware support requires QSFP+ optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules	1 Year Warranty	
BR-MLXE-16-FAN	SRA	MLXE16 EXHAUST FAN ASSEMBLY KIT	MLXe16 exhaust fan assembly kit	1 Year Warranty	
BR-MLXE-16-FLTR	SRA	MLXE16 AIR FILTER	MLXe16 air filter	1 Year Warranty	

BR-MLXE-16-MR2-M-AC	SRA	MLXE16 3 HSF 4 1800W AC 1 MR2 (M) MG	Brocade MLXe16 AC system with 1 MR2 (M) management module 3 high speed switch fabric modules 4 1800W AC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-16-MR2-M-DC	SRA	MLXE16 3 HSF 4 1800W DC 1 MR2 (M) MG	Brocade MLXe16 DC system with 1 MR2 (M) management module 3 high speed switch fabric modules 4 1800W DC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-16-MR2-X-AC	SRA	MLXE16 3 HSF 4 1800W AC 1 MR2 (X) MG	Brocade MLXe16 AC system with 1 MR2 (X) management module 3 high speed switch fabric modules 4 1800W AC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-16-MR2-X-DC	SRA	MLXE16 3 HSF 4 1800W DC 1 MR2 (X) MG	Brocade MLXe16 DC system with 1 MR2 (X) management module 3 high speed switch fabric modules 4 1800W DC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-16-S	SRA	SPARE MLXE16 CHASSIS	Spare MLXe16 chassis with 2 exhaust fan assembly kits and air filter	1 Year Warranty	
BR-MLXE-32-ACPWR-3000	SRA	32SLOT NETIRON MLXE/XMR/MLX AC 3000W PS	32slot NetIron MLXe/XMR/MLX AC 3000W power supply	1 Year Warranty	
BR-MLXE-32-DCPWR-3000	SRA	32SLOT NETIRON MLXE/XMR/MLX DC 3000W PS	32slot NetIron MLXe/XMR/MLX DC 3000W power supply	1 Year Warranty	

BR-MLXE-32-FAN	SRA	MLXE32 EXHAUST FAN ASSEMBLY KIT	MLXe32 exhaust fan	1 Year Warranty	
BR-MLXE-32-FAN-DEFLECTOR	SRA	UPWARD DEFLECTOR FOR 32SLOT SYSTEM FAN	MLXe32 / MLX32/ XMR32000 upward fan deflector for 32slot chassis exhaust fans. Directs air exhaust upwards. 1 deflector per exhaust fan.	1 Year Warranty	
BR-MLXE-32-FLTR	SRA	MLXE32 AIR FILTERS 2 FILTER KIT	MLXe32 air filters 2 filter kit	1 Year Warranty	
BR-MLXE-32-MR2-M-AC	SRA	MLXE32 7 HSF 4 3000W AC 1 MR2 (M) MG	Brocade MLXe32 AC system with 1 MR2 (M) management module 7 high speed switch fabric modules 4 3000W AC power supplies 2 power supply fans 8 exhaust fans 2 air filters and cable management system. Power cord not included	1 Year Warranty	
BR-MLXE-32-MR2-M-DC	SRA	MLXE32 7 HSF 4 3000W DC 1 MR2 (M) MG	Brocade MLXe32 DC system with 1 MR2 (M) management module 7 high speed switch fabric modules 4 3000W DC power supplies 2 power supply fans 8 exhaust fans 2 air filters and cable management system. Power cord not included	1 Year Warranty	
BR-MLXE-32-MR2-X-AC	SRA	MLXE32 7 HSF 4 3000W AC 1 MR2 (X) MG	Brocade MLXe32 AC system with 1 MR2 (X) management module 7 high speed switch fabric modules 4 3000W AC power supplies 2 power supply fans 8 exhaust fans 2 air filters and cable management system. Power cord not included	1 Year Warranty	
BR-MLXE-32-MR2-X-DC	SRA	MLXE32 7 HSF 4 3000W DC 1 MR2 (X) MG	Brocade MLXe32 DC system with 1 MR2 (X) management module 7 high speed switch fabric modules 4 3000W DC	1 Year Warranty	

			power supplies 2 power supply fans 8 exhaust fans 2 air filters and cable management system. Power cord not included		
BR-MLXE-32-S	SRA	SPARE MLXE32 CHASSIS	Spare MLXe32 chassis with 2 power supply fans 8 exhaust fans and 2 air filters.	1 Year Warranty	
BR-MLXE-4-FAN	SRA	MLXE4 EXHAUST FAN ASSEMBLY KIT	MLXe4 exhaust fan assembly kit	1 Year Warranty	
BR-MLXE-4-FLTR	SRA	MLXE4 AIR FILTER	MLXe4 air filter	1 Year Warranty	
BR-MLXE-4-MR2-M-AC	SRA	MLXE4 2 HSF 1 1800W AC 1 MR2 (M) MGM	Brocade MLXe4 AC system with 1 MR2 (M) management module 2 high speed switch fabric modules 1 1800W AC power supply 4 exhaust fan assembly kits and air filter. Power cord not included.	1 Year Warranty	
BR-MLXE-4-MR2-M-DC	SRA	MLXE4 2 HSF 1 1800W DC 1 MR2 (M) MGM	Brocade MLXe4 DC system with 1 MR2 (M) management module 2 high speed switch fabric modules 1 1800W DC power supply 4 exhaust fan assembly kits and air filter. Power cord not included.	1 Year Warranty	
BR-MLXE-4-MR2-X-AC	SRA	MLXE4 2 HSF 1 1800W AC 1 MR2 (X) MGM	Brocade MLXe4 AC system with 1 MR2 (X) management module 2 high speed switch fabric modules 1 1800W AC power supply 4 exhaust fan assembly kits and air filter. Power cord not included.	1 Year Warranty	
BR-MLXE-4-MR2-X-DC	SRA	MLXE4 2 HSF 1 1800W DC 1 MR2 (X) MGM	Brocade MLXe4 DC system with 1 MR2 (X) management module 2 high speed switch fabric modules 1 1800W DC power supply 4 exhaust	1 Year Warranty	

			fan assembly kits and air filter. Power cord not included.		
BR-MLXE-4-S	SRA	SPARE MLXE4 CHASSIS	Spare MLXe4 chassis with 4 exhaust fan assembly kits and air filter	1 Year Warranty	
BR-MLXE-8-FAN	SRA	MLXE8 EXHAUST FAN ASSEMBLY KIT	MLXe8 exhaust fan assembly kit	1 Year Warranty	
BR-MLXE-8-FLTR	SRA	MLXE8 AIR FILTER	MLXe8 air filter	1 Year Warranty	
BR-MLXE-8-MR2-M-AC	SRA	MLXE8 2 HSF 2 1800W AC 1 MR2 (M) MGM	Brocade MLXe8 AC system with 1 MR2 (M) management module 2 high speed switch fabric modules 2 1800W AC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-8-MR2-M-DC	SRA	MLXE8 2 HSF 2 1800W DC 1 MR2 (M) MGM	Brocade MLXe8 DC system with 1 MR2 (M) management module 2 high speed switch fabric modules 2 1800W DC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-8-MR2-X-AC	SRA	MLXE8 2 HSF 2 1800W AC 1 MR2 (X) MGM	Brocade MLXe8 AC system with 1 MR2 (X) management module 2 high speed switch fabric modules 2 1800W AC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	
BR-MLXE-8-MR2-X-DC	SRA	MLXE8 2 HSF 2 1800W DC 1 MR2 (X) MGM	Brocade MLXe8 DC system with 1 MR2 (X) management module 2 high speed switch fabric modules 2 1800W DC power supplies 2 exhaust fan assembly kits and air filter. Power cord not included	1 Year Warranty	

BR-MLXE-8-S	SRA	SPARE MLXE8 CHASSIS	Spare MLXe8 chassis with 2 exhaust fan assembly kits and air filter	1 Year Warranty	
BR-MLXE-ACPWR-1800	SRA	16/8/4SLOT MLXE16/8SLOT XMR/MLX AC 18	16 8 and 4slot MLXe and 16 and 8Slot XMR/MLX AC 1800W power supply	1 Year Warranty	
BR-MLXE-DCPWR-1800	SRA	16/8/4SLOT MLXE16/8SLOT XMR/MLX DC 18	16 8 and 4slot MLXe and 16 and 8Slot XMR/MLX DC 1800W power supply	1 Year Warranty	
BR-MLXE-ENT-4-MR2-M-AC	SRA	MLXE4 HSFAC MR2 FANSFILTER	Brocade MLXe4 AC enterprise switch system with 1 MR2 (M) management module 2 high speed switch fabric modules 1 1800W AC power supply 4 exhaust fan assembly kits and air filter. Power cord not included.	1 Year Warranty	
BR-MLXE-ENT-8-MR2-M-AC	SRA	MLXE8 HSFAC MR2 FANSFILTER	Brocade MLXe8 AC enterprise switch system with 1 MR2 (M) management module 2 high speed switch fabric modules 2 1800W AC power supply 2 exhaust fan assembly kits and air filter. Power cord not included.	1 Year Warranty	
BR-MLX-MR2-M	SRA	MLXE/MLX GEN2 MANAGEMENT (M) MODULE FOR	MLXE/MLX GEN2 MANAGEMENT (M) MODULE FOR 4 8 AND 16SLOT SYSTEMS. INCLUDES 4 GB RAM 1 INTERNAL COMPACT FLASH DRIVE (2GB) 1 EXTERNAL COMPACT FLASH SLOT WITH INCLUDED 2GB CARD RS232 SERIAL CONSOLE PORT AND 10/100/1000 ETHERNET PORT FOR MANAGEMENT	1 Year Warranty	

BR-MLX-MR2-X	SRA	MLXE/XMR GEN2 MANAGEMENT (X) MODULE FOR	MLXe/XMR Gen2 management (X) module for 4 8 and 16slot systems. Includes 4 GB RAM 1 internal compact flash drive (2GB) 1 external compact flash slot with included 2GB card RS232 serial console port and 10/100/1000 Ethernet port for management	1 Year Warranty	
BR-NTWADV-MPLS-10	SRA	IP ADD ON LICENSE 10 MPLS	Adds MPLS management to 10 devices licensed for ENNTWADVIP or BRNTWADVIP Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
BR-NTWADV-MPLS-25	SRA	IP ADD ON LICENSE 25 MPLS	Adds MPLS management to 25 devices licensed for ENNTWADVIP or BRNTWADVIP Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
BR-NTWADV-MPLS-50	SRA	IP ADD ON LICENSE 50 MPLS	Adds MPLS management to 50 devices licensed for ENNTWADVIP or BRNTWADVIP Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
BR-NVA-BVM-1	SRA	VISIBILITY MANAGER LICENSE FOR 1 DEVICE	VISIBILITY MANAGER LICENSE FOR 1 DEVICE. Perpetual Visibility Manager license for up to 1 device.	Software Warranty	

BR-NVA-GCC	SRA	GTP CORRELATION MODULE FOR OFFLOADWHIT	SDN controller module for the MLXe Network Packet Broker platform. Performs GTP Correlation and other control functions to dynamically reprogram outbound flows from MLXe.	Software Warranty	
BR-NVA-INFOSIM-1	SRA	INFOSIM STABLE NET LICENSE FOR 1 DEVICE	INFOSIM STABLE NET LICENSE FOR 1 DEVICE. Perpetual Infosim StableNet license for up to 1 device with 250 measurements.	Software Warranty	
BR-NVA-SD	SRA	SESSION DIRECTOR WITH EXPERT FEATURES	SESSION DIRECTOR WITH EXPERT FEATURES. Perpetual license for up to 40 Gbps of traffic with 10 million subscribers (IMSIs) and 25 million sessions.	Software Warranty	
BR-NVA-SD7100-P-01	SRA	SESSION DIRECTORFEAT BNDL7100PERP LIC	Brocade Session Director (SD) 7100 feature bundle perpetual license for 40 Gbps of total traffic.	Software Warranty	
BR-NVA-SD8100-P-01	SRA	SESSION DIRECTORFEAT BNDL8100PERP LIC	Brocade Session Director (SD) 8100 feature bundle perpetual license for 40 Gbps of total traffic.	Software Warranty	
BR-NVA-SD8200-P-01	SRA	SESSION DIRECTORFEAT BNDL8200PERP LIC	Brocade Session Director (SD) 8200 feature bundle perpetual license for 40 Gbps of total traffic.	Software Warranty	
BR-NVA-SD9100-P-01	SRA	SESSION DIRECTORFEAT BNDL9100PERP LIC	Brocade Session Director (SD) 9100 feature bundle perpetual license for 40 Gbps of total traffic.	Software Warranty	
BR-NVA-VACE	SRA	ANALYSIS ENGINE AND UI FOR REPORTS AND A	Analytics Engine within the Vistapointe Analytics suite. Receives processed traffic metadata from vIPE probes computes metrics and KPIs. The vVID reporting engine and vISE SDN engine (for thirdparty integration) are	Software Warranty	

			both contained within this SKU.		
BR-NVA-VIPE-DIA	SRA	PROTOCOL DECODER FOR DIAMETER BASED INTE	vIPE is the probing platform within the Vistapointe analytics suite. vIPEDIA is the Diameter probe which extracts decodes and reduces Diameter traffic for processing by the Analytics engine (vACE).	Software Warranty	
BR-NVA-VIPE-GI	SRA	PROTOCOL DECODER FOR SGI AND GI INTERFAC	vIPE is the probing platform within the Vistapointe analytics suite. vIPEGi is the Gi/SGi IP traffic probe which extracts decodes and reduces Gi traffic for processing by the Analytics engine (vACE).	Software Warranty	
BR-NVA-VIPE-GTP	SRA	PROTOCOL DECODER FOR GTP V1 AND V2 INTER	vIPE is the probing platform within the Vistapointe analytics suite. vIPEGTP is the GTP v1 and v2 protocol probe (for GTPu and GTPc traffic) which extracts decodes and reduces GTP traffic for processing by the Analytics engine (vACE).	Software Warranty	
BR-NVA-VPB-AP1	SRA	VIRTUAL BROKER ADV PERPETUAL LICENSE	Brocade NVA Virtual Packet Broker (vPB)Advanced feature bundle (also includes Basic features)perpetual License aggregating up to 25 TAP end points	Software Warranty	
BR-NVA-VPB-BP1	SRA	VIRTUAL BROKER BASIC PERPETUAL LICENSE	Brocade NVA Virtual Packet Broker (vPB)Basic feature bundleperpetual License aggregating up to 25 TAP end points	Software Warranty	

BR-NVA-VTAP-AP125	SRA	VIRTUAL TAP ADV 25 PERPETUAL LICENSE	Brocade NVA Virtual TAP (vTAP)Advanced feature bundle(Includes Basic Features)perpetual 25 instance License	Software Warranty	
BR-NVA-VTAP-BP125	SRA	VIRTUAL TAP BASIC 25 PERPETUAL LICENSE	Brocade NVA Virtual TAP (vTAP)Basic feature bundleperpetual 25 instance License	Software Warranty	
BR-SLX-9140-48V-AC-F	SRA	48X25GE+6X100GE SWITCH AC FB AIRFLOW	Brocade SLX 914048V Switch AC with Front to Back airflow (Portside to nonport side airflow) 48x25GE/10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9140-48V-AC-R	SRA	48X25GE+6X100GE SWITCH AC BF AIRFLOW	Brocade SLX 914048V Switch AC with Back to Front airflow (Nonportside to port side airflow) 48x25GE/10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9140-48V-DC-F	SRA	48X25GE+6X100GE SWITCH DC FB AIRFLOW	Brocade SLX 914048V Switch DC with Front to Back airflow (Portside to nonport side airflow) 48x25GE/10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9140-48V-DC-R	SRA	48X25GE+6X100GE SWITCH DC BF AIRFLOW	Brocade SLX 914048V Switch DC with Back to Front airflow (Nonportside to port side airflow) 48x25GE/10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies	1 Year Warranty	

			and (4+1) redundant fans included.		
BR-SLX-9140-ADV-LIC-P	SRA	S/WADVANCED FEATURE LICENSE	Advanced Feature License	Software Warranty	
BR-SLX-9240-32C	SRA	32X100GE SWITCH NO FAN/PS	Brocade SLX 924032C Switch. No Fans/Power supplies included. 32x100GE/40GE.	1 Year Warranty	
BR-SLX-9240-32C-AC-F	SRA	32X100GE SWITCH FB AIRFLOW AC	Brocade SLX 924032C Switch AC with Front to Back airflow (Portside to nonport side airflow) 32x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9240-32C-AC-R	SRA	32X100GE SWITCH BF AIRFLOW AC	Brocade SLX 924032C Switch AC with Back to Front airflow (Nonportside to port side airflow) 32x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9240-32C-DC-F	SRA	32X100GE SWITCH FB AIRFLOW DC	Brocade SLX 924032C Switch DC with Front to Back airflow (Portside to nonport side airflow) 32x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9240-32C-DC-R	SRA	32X100GE SWITCH BF AIRFLOW DC	Brocade SLX 924032C Switch DC with Back to Front airflow (Nonportside to port side airflow) 32x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9240-ADV-LIC-P	SRA	S/WADVANCED FEATURE LICENSE	Advanced Feature License	Software Warranty	

BR-SLX-9540-24S-AC-F	SRA	24X10GE+24X1GE SWITCH AC PRTSD INTK	Brocade SLX 954024S Switch AC with Front to Back airflow (Portside to nonport side airflow). Supports 24x10GE/1GE + 24x1GE ports.	1 Year Warranty	
BR-SLX-9540-24S-AC-R	SRA	24X10GE+24X1GE SWITCH AC PRTSD EXH	Brocade SLX 954024S Switch AC with Back to Front airflow (Nonport Side to port side airflow). Supports 24x10GE/1GE + 24x1GE ports.	1 Year Warranty	
BR-SLX-9540-24S-COD-P	SRA	UPGRADE 24X1GE TO 24X10GE/1GE	Upgrade 24x1GE to 24x10GE/1GE	Software Warranty	
BR-SLX-9540-24S-DC-F	SRA	24X10GE+24X1GE SWITCH DC PRTSD INTK	Brocade SLX 954024S Switch DC with Front to Back airflow (Portside to nonport side airflow). Supports 24x10GE/1GE + 24x1GE ports.	1 Year Warranty	
BR-SLX-9540-24S-DC-R	SRA	24X10GE+24X1GE SWITCH DC PRTSD EXH	Brocade SLX 954024S Switch DC with Back to Front airflow (Nonport Side to port side airflow). Supports 24x10GE/1GE + 24x1GE ports.	1 Year Warranty	
BR-SLX-9540-2C-POD-P	SRA	PORTS ON DEMAND FOR 2X100GE/40GE	Ports on Demand for 2x100GE/40GE Uplinks	Software Warranty	
BR-SLX-9540-48S-AC-F	SRA	48X10GE+6X100GE SWITCH AC PRTSD INTK	Brocade SLX 954048S Switch AC with Front to Back airflow (Portside to nonport side airflow). Supports 48x10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9540-48S-AC-R	SRA	48X10GE+6X100GE SWITCH AC PRTSD EXH	Brocade SLX 954048S Switch AC with Back to Front airflow (Nonport Side to port side airflow). Supports 48x10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies	1 Year Warranty	

			and (4+1) redundant fans included.		
BR-SLX-9540-48S-DC-F	SRA	48X10GE+6X100GE SWITCH DC PRTSD INTK	Brocade SLX 954048S Switch DC with Front to Back airflow (Portside to nonport side airflow). Supports 48x10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9540-48S-DC-R	SRA	48X10GE+6X100GE SWITCH DC PRTSD EXH	Brocade SLX 954048S Switch DC with Back to Front airflow (Nonport Side to port side airflow). Supports 48x10GE/1GE + 6x100GE/40GE. (1+1) redundant power supplies and (4+1) redundant fans included.	1 Year Warranty	
BR-SLX-9540-ADV-LIC-P	SRA	ADVANCED FEATURE LICENSE	Advanced Feature License	Software Warranty	
BR-SLX9850-100GX12CQ-M	SRA	SLX 9850 100GX12 INTERFACE MODULE W/MPLS	SLX 9850 100GX12 INTERFACE MODULE W/MPLS	1 Year Warranty	
BR-SLX9850-100GX36CQ-D	SRA	SLX9850 100GX36 INTERFACE MODULE	Brocade SLX 9850 36port 100GbE60port 40GbE or 240port 10GbE flexspeed (D) interface module with IPv4/IPv6 hardware support. Requires QSFP28QSFP+ optics 40GbE to 10GbE breakout(10GbE) connectivity.Supports 750K MAC256K IPv4 64K IPv6 routes	1 Year Warranty	
BR-SLX9850-100GX36CQ-M	SRA	SLX9850 100GX36 INTERFACE MODULE W/ MPLS	BR SLX 9850 36port 100GbE60port 40GbEor 240port 10GbE flexspeed (M) interface module with IPv4/IPv6/MPLS hardware	1 Year Warranty	

			support.Requires QSFP28QSFP+ optics 40GbE to 10GbE breakout(10GbE) connectivity.Supports 750K MAC256K IPv4 64K IPv6 routes		
BR-SLX9850-100GX6CQ-M-UPG	SRA	6X100G POD SW LICENSE FOR 100G POD BLADE	6x100G POD SW license to be used with SLX9850100Gx12CQM 100G blade only	Software Warranty	
BR-SLX9850-10GX72S-D	SRA	SLX9850 10GX72 INTERFACE MODULE	Brocade SLX 9850 72port 10GbE/1GbE (D) interface module with IPv4/IPv6 hardware support. Requires SFP+ optics for 10GbE connectivity and SFP optics for 1GbE connectivity. Supports 750K MAC 256K IPv4 routes and 64K IPv6 routes	1 Year Warranty	
BR-SLX9850-10GX72S-M	SRA	SLX9850 10GX72 INTERFACE MODULE W/ MPLS	Brocade SLX 9850 72port 10GbE/1GbE (M) interface module with IPv4/IPv6/MPLS hardware support. Requires SFP+ optics for 10GbE connectivity and SFP optics for 1GbE connectivity. Supports 750K MAC 256K IPv4 routes and 64K IPv6 routes	1 Year Warranty	
BR-SLX9850-4-BND-AC	SRA	SLX98504 AC SYSTEM BUNDLE	Brocade SLX 9850 4slot chassis with 1 management module 5 switch fabric modules 2 3000W AC power supplies 3 fan modules and accessory kit. Power cord not included	1 Year Warranty	
BR-SLX9850-4-BND-DC	SRA	SLX 98504 DC SYSTEM BUNDLE	Brocade SLX 9850 4slot chassis with 1 management module 5	1 Year Warranty	

			switch fabric modules 2 3000W DC power supplies 3 fan modules and accessory kit. Power cord not included		
BR-SLX9850-4-SFM	SRA	SLX98504 SWITCH FABRIC MODULE	Brocade SLX 9850 switch fabric module for 4slot chassis	1 Year Warranty	
BR-SLX9850-8-BND-AC	SRA	SLX 98508 AC SYSTEM BUNDLE	Brocade SLX 9850 8slot chassis with 1 management module 5 switch fabric modules 4 3000W AC power supplies 3 fan modules and accessory kit. Power cord not included	1 Year Warranty	
BR-SLX9850-8-BND-DC	SRA	SLX 98508 DC SYSTEM BUNDLE	Brocade SLX 9850 8slot chassis with 1 management module 5 switch fabric modules 4 3000W DC power supplies 3 fan modules and accessory kit. Power cord not included	1 Year Warranty	
BR-SLX9850-8-SFM	SRA	SLX98508 SWITCH FABRIC MODULE	Brocade SLX 9850 switch fabric module for 8slot chassis	1 Year Warranty	
BR-SLX9850-MM	SRA	SLX9850 MANAGEMENT MODULE	Brocade SLX 9850 management module for 4slot and 8slot systems includes 32GB RAM 2 internal Solid State Drives 4Core Intel CPU 2 USB 3.0 ports 2 RJ45 console ports and 10GbE Services port	1 Year Warranty	
BR-VDX6710-54VCS-01	SRA	S/WVCS S/W LICENSE FOR VDX671054	VCS S/W LICENSE FOR VDX671054	Software Warranty	
BR-VDX6720-24FCOE-01	SRA	S/WFCOE S/W LICENSE VDX672024/16PP	Software License to enable FCoE on VDX672016 or VDX672024	Software Warranty	06/29/2024
BR-VDX6720-24POD-01	SRA	S/W8PORT POD LICENSE FOR VDX672016PP	8PORT Ports on Demand License for VDX672016	Software Warranty	06/29/2024

			to make all 24 ports enabled		
BR-VDX6720-24VCS-01	SRA	S/WVCS S/W LICENSE FOR VDX672024/16PP	Software License to enable VCS on VDX672024 or VDX672016	Software Warranty	06/29/2024
BR-VDX6720-60FCOE-01	SRA	S/WFCOE LICENSE FOR VDX672060/40PP	Software License to enable FCoE on VDX672040 VDX672060	Software Warranty	06/29/2024
BR-VDX6720-60POD-01	SRA	S/W10PORT POD LICENSE FOR VDX6720/40PP	10PORT Ports on Demand License for VDX672040 to enable 10 more ports	Software Warranty	06/29/2024
BR-VDX6720-60VCS-01	SRA	S/WVCS LICENSE FOR VDX672060/40	Software License to enable VCS on VDX672060 or VDX672040	Software Warranty	06/29/2024
BR-VDX6730-24POD-01	SRA	8PORT POD LICENSE FOR VDX673016	8PORT POD LICENSE FOR VDX673016	Software Warranty	
BR-VDX6730-24VCS-01	SRA	S/WVCS S/W LICENSE FOR VDX673024/16PP	VCS S/W LICENSE FOR VDX673024 VDX673016	Software Warranty	
BR-VDX6730-60POD-01	SRA	10PORT POD LICENSE FOR VDX673040	10PORT POD LICENSE FOR VDX673040	Software Warranty	
BR-VDX6730-60VCS-01	SRA	S/WVCS S/W LICENSE FOR VDX673040/60PP	VCS S/W LICENSE FOR VDX673060 VDX673040	Software Warranty	
BR-VDX6740-24-DC-F	SRA	VDX674024PSFP+DCPORT SIDE EXHAUST AI	VDX 6740 24P SFP+ PORTS ONLY NO OPTICS DC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-24-DC-R	SRA	VDX674024PSFP+DCPORT SIDE EXHAUST AF	VDX 6740 24P SFP+ PORTS ONLY NO OPTICS DC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-24-F	SRA	VDX674024PSFP+ACNON PORT SIDE EX AF	VDX 6740 24P SFP+ PORTS ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-24-R	SRA	VDX674024PSFP+ACPORT SIDE EXHAUST AF	VDX 6740 24P SFP+ PORTS ONLY NO	1 Year Warranty	

			OPTICS AC PORT SIDE EXHAUST AIRFLOW		
BR-VDX6740-2X40G-POD	SRA	SW2PORT 40G POD LIC FOR VDX6740/6740T	2PORT 40G Ports on Demand(POD) LICENSE FOR VDX6740 AND VDX6740T	Software Warranty	
BR-VDX6740-48-F	SRA	VDX674048PSFP+ACNON PORT SIDE EX AF	VDX 674048P SFP+ PORTS ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-48-R	SRA	VDX674048PSFP+ACPORT SIDE EXHAUST AF	VDX 6740 48P SFP+ PORTS ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-64-ALLSW-F	SRA	VDX674064PSFP+FCOEACNONPORT EX AF	VDX 6740 BUNDLE 64P SFP+ PORTS ONLY NO OPTICS VCS LIC FCOE LIC AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-64-ALLSW-R	SRA	VDX674064PSFP+FCOEACPORT SD EX AF	VDX 6740 BUNDLE 64P SFP+ PORTS ONLY NO OPTICS VCS LIC FCOE LIC AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-64-F	SRA	VDX674064PSFP+ACNON PORT SIDE EX AF	VDX 674048P SFP+ PORTS and 4P QSFP+ OnlyNO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-64-R	SRA	VDX674064PSFP+ACPORT SIDE EXHAUST AF	VDX 674048P SFP+ PORTS and 4P QSFP+ ports ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740-8X10G-POD	SRA	SW8PORT 10G POD LIC FOR VDX6740/6740T	8PORT 10G SFP+ Ports on Demand(POD)LICENSE FOR VDX6740 and VDX6740T	Software Warranty	
BR-VDX6740-ALLSW	SRA	S/WVCS AND FCOE LICENSEVDX6740/6740T	VCS S/W LICENSE and FCOE S/W LICENSE FOR VDX6740 AND VDX6740T	Software Warranty	

BR-VDX6740-FCOE	SRA	S/WFCOE LICENSE FOR VDX6740/VDX6740T	FCOE S/W LICENSE FOR VDX6740 AND 6740T	Software Warranty	
BR-VDX6740T-1G-16X10G-COD	SRA	SW16PORT 10G COD UPGRD LICVDX6740T1G	SW16PORT 10G Capacity on Demand LIC FOR VDX6740T1G	Software Warranty	
BR-VDX6740T-24-DC-F	SRA	VDX6740T24P10GBTDC NONPORTSIDE EX AF	VDX 6740T 24P 10GBT PORTS ONLY NO OPTICS DC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-24-DC-R	SRA	VDX6740T24P10GBTDCP RT SD EX AF	VDX 6740T 24P 10GBT PORTS ONLY NO OPTICS DC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-24-F	SRA	VDX6740T24P10GBTAC NONPRTSD EX AF	VDX 6740T 24P 10GBT PORTS ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-24-R	SRA	VDX6740T24P10GBTACP RT SD EX AF	VDX 6740T 24P 10GBT PORTS ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-48-F	SRA	VDX6740T48P10GBTAC NONPRTSD EX AF	VDX 6740T 48P 10GBT PORTS ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-48-R	SRA	VDX6740T48P10GBTACP RT SD EX AF	VDX 6740T 48P 10GBT PORTS ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-56-1G-DC-F	SRA	VDX 6740T1G 48P 1GTNPORTSIDE EXH AI	VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS DC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-56-1G-DC-R	SRA	VDX 6740T1G 48P 1GTPORTSIDE EXH AI	VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+	1 Year Warranty	

			UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS DC PORT SIDE EXHAUST AIRFLOW		
BR-VDX6740T-56-1G-F	SRA	VDX6740T1G48P1GBASET PORTS2 40GBEN	VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-56-1G-R	SRA	VDX6740T1G48P1GBASET PORTS2 40GBE	VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-64-ALLSW-F	SRA	VDX6740T64P10GBTFCOEACNONPRT EX AF	VDX 6740T BUNDLE 48P 10GBT PORTS and 4P QSFP+ PORTS ONLY NO OPTICS VCS LIC FCOE LIC AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-64-ALLSW-R	SRA	VDX6740T64P10GBTFCOEACPORT EX AF	VDX 6740T BUNDLE 48P 10GBT PORTS and 4P QSFP+ PORTS ONLY NO OPTICS VCS LIC FCOE LIC AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-64-F	SRA	VDX6740T64P10GBTSFP+ACNON PRT EX AF	VDX 6740T 48P 10GBT PORTS ONLY and 4P QSFP+ NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6740T-64-R	SRA	VDX6740T64P10GBTACPRT SD EX AF	VDX 6740T 48P 10GBT PORTS ONLY and 4P QSFP+ NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	

BR-VDX6740-VCS	SRA	S/WVCS LICENSE FOR VDX6740/VDX6740T	VCS S/W LICENSE FOR VDX6740 AND VDX6740T	Software Warranty	
BR-VDX6940-144S-16-10GPOD	SRA	SW16PORT 10G POD LIC FOR VDX6940144S	16x10GbE Ports On Demand(POD) LICENSE FOR VDX694064S AC and DC models	Software Warranty	
BR-VDX6940-144S-6X40G-POD	SRA	SW6X40G/2X100G POD LIC FORVDX6940144S	6x40GbE or 2x100GbE Ports On Demand(POD) LICENSE FOR VDX694064S and VDX694096S models	Software Warranty	
BR-VDX6940-144S-AC-F	SRA	VDX6940144SACNON PORTSIDE EXHAUST	Brocade VDX 6940144S base system with 96 10GbE SFP+ ports and up to 12 40GbE QSFP+ ports or up to 4 100GbE QSFP28 ports AC power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-144S-AC-R	SRA	VDX6940144SACPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 96 10GbE SFP+ ports and up to 12 40GbE QSFP+ ports or up to 4 100GbE QSFP28 ports AC power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-24Q-AC-F	SRA	VDX694024QACNON PORTSIDE EXHAUST	Brocade VDX 694036 basesystem with 24 40GbE QSFP+ portsAC power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-24Q-AC-R	SRA	VDX694024QACPORTSIDE EXHAUST	Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports AC power supply PORTSIDE EXHAUST	1 Year Warranty	
BR-VDX6940-24Q-DC-F	SRA	VDX694024QDCNONPORTSIDE EXHAUST	Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports DC Power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	

BR-VDX6940-24Q-DC-R	SRA	VDX694024QDCPORTSIDE EXHAUST	Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports DC Power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-36Q-12X40G-POD	SRA	SW12PORT 40G POD LICFORVDX694036Q	12x40GbE Ports On Demand(POD) license for the VDX 694024Q AC and DC models	Software Warranty	
BR-VDX6940-36Q-AC-F	SRA	VDX694036QACNONPORTSIDE EXHAUST	Brocade VDX 694036Q base system with 36 40GbE QSFP+ ports AC power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-36Q-AC-R	SRA	VDX694036QACPORTSIDE EXHAUST	Brocade VDX 694036Q base system with 36 40GbE QSFP+ ports AC power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-64S-AC-F	SRA	VDX694064SACNONPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 64 10GbE SFP+ ports AC power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-64S-AC-R	SRA	VDX694064SACPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 64 10GbE SFP+ ports AC power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-64S-DC-F	SRA	VDX694064SDCNONPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 64 10GbE SFP+ ports DC power supply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-64S-DC-R	SRA	VDX694064SDCPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 64 10GbE SFP+ ports DC power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-96S-AC-F	SRA	VDX694096SACNONPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 96 10GbE SFP+ ports AC	1 Year Warranty	

			power supply NON PORTSIDE EXHAUST AIRFLOW		
BR-VDX6940-96S-AC-R	SRA	VDX694096SACPORTSIDE EXHAUST	Brocade VDX 6940144S base system with 96 10GbE SFP+ ports AC power supply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
BR-VDX6940-FCOE	SRA	S/WFCOE S/W LICENSE VDX6940	FCOE software license for VDX6940	Software Warranty	
BR-VDX8770-12X40G-QSFP-1	SRA	12X40GQSFP+ BLADENO OPTICS8770	12 x 40GE QSFP Blades No Optics	1 Year Warranty	
BR-VDX8770-27X40G-QSFP	SRA	27X40GBE QSFP BLADES NO OPTICS	27 x 40GE QSFP Blades No Optics	1 Year Warranty	
BR-VDX8770-2X100G-CFP2	SRA	2 X 100GECFP2BLADES W/PODNO OPTICS	2X100GbECFP2 Blades with 2 ports activated by default and available for 2X100G POD license upgrade No Optics	1 Year Warranty	
BR-VDX8770-2X100G-POD	SRA	SW2X100G POD LIC FOR 2X100GCFP2 BLADE	2x100G POD SW license to be used with VDX87702x100GCFP2 100G blade only	Software Warranty	
BR-VDX8770-48X10G-SFPP-1	SRA	48X10GSFP+ BLADENO OPTICS8770	48 x 1/10GE SFP+ Blades No Optics	1 Year Warranty	
BR-VDX8770-48X10G-T	SRA	48X10GBASET COPPER BLADES NO OPTICS	48 X 10GBaseT Copper Blades No Optics	1 Year Warranty	
BR-VDX8770-48X1G-SFP-1	SRA	48X1GSFP+ BLADENO OPTICS8770	48 x 1GE SFP Blade No Optics	1 Year Warranty	
BR-VDX8770-4-BND-AC	SRA	4 SLOT CHASSIS3SFM1 MM2FAN2 3000W AC	VDX8770 4 I/O Slot chassis with 3 Switch Fabric Modules 1 Management Module 2 exhaust Fan and 2 3000W AC Power supply unit. Additional Management	1 Year Warranty	

			modules to be ordered separately. Power cord ordered separately		
BR-VDX8770-4-BND-DC	SRA	4 SLOT CHASSIS3SFM1 MM2FAN2 3000W DC	VDX8770 4 I/O Slot chassis with 3 Switch Fabric Modules 1 Management Module 2 exhaust Fan and 2 3000W DC Power supply unit. Additional Management modules to be ordered separately. Power cord ordered separately	1 Year Warranty	
BR-VDX8770-6X100G-CFP2	SRA	6X100GBE CFP2 BLADES NO OPTICS	6 X 100GE CFP2 Blades No Optics	1 Year Warranty	
BR-VDX8770-8-BND-AC	SRA	8 SLOT CHASSIS6SFM1 MM4FAN3 3000W AC	VDX8770 8 I/O Slot chassis with 6 Switch Fabric Modules 1 Management Module 4 exhaust Fan and 3 3000W AC Power supply unit. Additional Management modules to be ordered separately. Power cord ordered separately	1 Year Warranty	
BR-VDX8770-8-BND-DC	SRA	8 SLOT CHASSIS6SFM1 MM4FAN3 3000W DC	VDX8770 8 I/O Slot chassis with 6 Switch Fabric Modules 1 Management Module 4 exhaust Fan and 3 3000W DC Power supply unit. Additional Management modules to be ordered separately. Power cord ordered separately	1 Year Warranty	
BR-VDX8770-LIC-ADV	SRA	ADV SERVICE LICENSE FOR FCOEVCSLAYER 3	ADVANCED SERVICE LICENSE TO ENABLE FCOE VCS AND LAYER 3 ON THE VDX8770	Software Warranty	
BR-VDX8770-LIC-FCOE	SRA	FCOE S/W LICENSE VDX8870	FCOE License for VDX8770	Software Warranty	

BR-VDX8770-LIC-LAYER3	SRA	LAYER3 S/W LICENSE FOR VDX8770	LAYER3 license for the VDX8770	Software Warranty	
BR-VDX8770-LIC-UPG	SRA	UPG LICENSE TO ENABLE ADV SERVICE	UPGRADE LICENSE TO ENABLE ADVANCED SERVICE ON VDX8770	Software Warranty	
BR-VDX8770-LIC-VCS	SRA	VCS S/W LICENSE FOR VDX8770	VCS License for VDX8770	Software Warranty	
BR-VDX8770-MM-1	SRA	8770 MANAGEMENT MODULE	Management Module for VDX 87704 and VDX87708	1 Year Warranty	
BR-VDX8770-SFM-1	SRA	8770 SWITCH FABRIC MODULE	Switch Fabric Module for VDX 87704 and VDX87708	1 Year Warranty	
C5G124-24	Fixed L3	C5 STACK 24X10/100/1000+4XSFP	C5 STACK 24X10/100/1000+4XSFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-24-G	Fixed L3	C5 STACK 24X10/100/1000+4XSFP TAA	C5 STACK 24X10/100/1000+4XSFP TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-24P2	Fixed L3	C5 STACK 24X10/100/1000ATPOE+4XSFP	C5 STACK 24X10/100/1000ATPOE+4XSFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-24P2-G	Fixed L3	C5 STACK 24X10/100/1000ATPOE TAA	C5 STACK 24X10/100/1000ATPOE TAA	Limited Lifetime Warranty	06/30/2022

				with express Advanced Hardware Replacement-2	
C5G124-48	Fixed L3	C5 STACK 48X10/100/1000+4XSFP	C5 STACK 48X10/100/1000+4XSFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-48-G	Fixed L3	C5 STACK 48X10/100/1000+4XSFP TAA	C5 STACK 48X10/100/1000+4XSFP TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-48P2	Fixed L3	C5 STACK 48X10/100/1000ATPOE+4XSFP	C5 STACK 48X10/100/1000ATPOE+4XSFP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5G124-48P2-G	Fixed L3	C5 STACK 48X10/100/1000ATPOE+4SFPTAA	C5 STACK 48X10/100/1000ATPOE+4SFPTAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-24	Fixed L3	C5 STACK 24X10/100/1000+2XSFPP	C5 STACK 24X10/100/1000+2XSFPP	Limited Lifetime Warranty with	06/30/2022

				express Advanced Hardware Replacement-2	
C5K125-24-G	Fixed L3	C5 STACK 24X10/100/1000+2XSFPP TAA	C5 STACK 24X10/100/1000+2XSFPP TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-24P2	Fixed L3	C5 STACK 24X10/100/1000ATPOE+2SFPP	C5 STACK 24X10/100/1000ATPOE+2SFPP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-24P2-G	Fixed L3	C5 STACK 24X10/100/1000ATPOE TAA	C5 STACK 24X10/100/1000ATPOE TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-48	Fixed L3	C5 STACK 48X10/100/1000+2XSFPP	C5 STACK 48X10/100/1000+2XSFPP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-48-G	Fixed L3	C5 STACK 48X10/100/1000+4XSFP TAA	C5 STACK 48X10/100/1000+4XSFP TAA	Limited Lifetime Warranty with express	06/30/2022

				Advanced Hardware Replacement-2	
C5K125-48P2	Fixed L3	C5 STACK 48X10/100/1000ATPOE+2XSFPP	C5 STACK 48X10/100/1000ATPOE+2XSFPP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K125-48P2-G	Fixed L3	C5 STACK 48X10/100/1000ATPOE TAA	C5 STACK 48X10/100/1000ATPOE TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K175-24	Fixed L3	C5 STACK 24XSFP+2XSFPP	C5 STACK 24XSFP+2XSFPP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K175-24-G	Fixed L3	C5 STACK 24XSFP+2XSFPP TAA	C5 STACK 24XSFP+2XSFPP TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2022
C5K-24P2-BUN	Fixed L3	QTY 8 C5K12524P2 BUNDLE		Limited Lifetime Warranty with express Advanced	06/30/2020

				Hardware Replacement	
C5K-48P2-BUN	Fixed L3	QTY 8 C5K12548P2 SALES BUNDLE		Limited Lifetime Warranty with express Advanced Hardware Replacement	06/30/2020
C5L3-LIC	Fixed L3	C5 ADVANCED IPV4/IPV6 ROUTING LICENSE	C5 ADVANCED IPV4/IPV6 ROUTING LICENSE	Software Warranty	
CC	SRA	CONSOLE CABLE	Console Port Serial Cable (DB9F to DB9F) Straightthrough	No Warranty	
CFP2-TO-QSFP28-MOD	SRA	100GE CFP2 TO QSFP28 CONVERSION MODULE	100 GbE CFP2 to QSFP28 conversion module	1 Year Warranty	10/31/2024
CNTR-DIV-MLXE-16	SRA	CENTER SLOT DIVIDERSMLXE16 CHASSIS	CENTER SLOT DIVIDERS FOR THE MLXE16 CHASSIS	1 Year Warranty	
CNTR-DIV-MLXE-32	SRA	CENTER SLOT DIVIDERSMLXE32 CHASSIS	CENTER SLOT DIVIDERS FOR THE MLXE32 CHASSIS	1 Year Warranty	
CNTR-DIV-MLXE-4-8	SRA	CENTER SLOT DIVIDERSMLXE4 MLXE8	CENTER SLOT DIVIDERS FOR THE MLXE4 AND MLXE8 CHASSIS	1 Year Warranty	
CS-WLANJP9	Subscription	CLOUD WLAN MGMT JAPAN REG DOMAIN	CLOUD WLAN MGMT JAPAN REG DOMAIN	No Warranty	
CS-WLANNAM9	Subscription	CLOUD WLAN MGMT FCC REG DOMAIN	CLOUD WLAN MGMT FCC REG DOMAIN	Software Warranty	
D2G124-12	Fixed L2	12 X 10/100/1000 FIXED CONFIG L2 SWITCH	12 X 10/100/1000 FIXED CONFIG L2 SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	03/31/2022

D2G124-12-G	Fixed L2	12 X 10/100/1000 L2 SWITCH TAA	12 X 10/100/1000 L2 SWITCH TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	03/31/2022
D2G124-12P	Fixed L2	12 X 10/100/1000 FIXED POE L2 SWITCH	12 X 10/100/1000 FIXED POE L2 SWITCH	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	03/31/2022
D2G124-12P-G	Fixed L2	12 X 10/100/1000 POE L2 SWITCH TAA	12 X 10/100/1000 POE L2 SWITCH TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	03/31/2022
D2-LOCKBOX	Fixed L2	D2 WALLMOUNTED LOCKBOX		No Warranty	12/31/2022
D2POL-LIC	Fixed L2	POLICY LICENSE FOR D2 SWITCHES	POLICY LICENSE FOR D2 SWITCHES	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	04/01/2024
D2-PWR-POE	Fixed L2	EXTERNAL POE POWER BRICK FOR D2 SWITCHES	EXTERNAL POE POWER BRICK FOR D2 SWITCHES	Limited Lifetime Warranty with express Advanced Hardware	03/31/2022

				Replacement-2	
D2-RMT	Fixed L2	D2 RACK MOUNT KIT		No Warranty	12/31/2022
D2-TBL-MNT	Fixed L2	D2 UNDER TABLE MOUNT KIT		No Warranty	12/31/2022
D2-WALL-MNT	Fixed L2	WALL MOUNT FOR D2		No Warranty	12/31/2022
DEMS-A1-25	Intrusion Defense	EMS APPLIANCE FOR 25 NODES	EMS APPLIANCE FOR 25 NODES	1 Year Warranty	09/30/2020
DEMS-A1-25R	Intrusion Defense	DEMSA125 HW ONLY FOR UPGRADES	DEMSA125 HW ONLY FOR UPGRADES	1 Year Warranty	09/30/2020
DEMS-A1-U	Intrusion Defense	EMS APPLIANCE WITH NO NODE MGMT RESTRICT	EMS APPLIANCE WITH NO NODE MGMT RESTRICT	1 Year Warranty	09/30/2020
DIPS-FE-TX	Intrusion Defense	DRAGON IPS ADDON TO DIPAFECOPPER FO		1 Year Warranty	09/30/2020
DNIC-2X10G-SR	Intrusion Defense	2PORT 10GIG FIBER NIC	2PORT 10GIG FIBER NIC	1 Year Warranty	09/30/2020
DNIC-4PORT-SX	Intrusion Defense	4PORT TRIPLE SPD FIBER NIC	4PORT TRIPLE SPD FIBER NIC	1 Year Warranty	09/30/2020
DNIC-4PORT-TX	Intrusion Defense	4PORT TRIPLE SPD CU NIC	4PORT TRIPLE SPD CU NIC	1 Year Warranty	09/30/2020
DNICFO-4PORT-TX	Intrusion Defense	4PORT FAILOPEN CU NIC	4PORT FAILOPEN CU NIC	1 Year Warranty	09/30/2020
DNIC-HS2X10G-S	Intrusion Defense	2X10G HIGH PRF NIC FOR IDS/IPS MG	2X10G HIGH PRF NIC FOR IDS/IPS MG	1 Year Warranty	09/30/2020
DNIC-HS4PORT-SX	Intrusion Defense	HIGH PERF 4PT NIC FOR IDS/IPS MG	HIGH PERF 4PT NIC FOR IDS/IPS MG	1 Year Warranty	09/30/2020
DNIDS-V-100	Intrusion Defense	NETWORK IDS SOFTWARE 100 MBPS LIMIT		Software Warranty	09/30/2020
DNIDS-V-250	Intrusion Defense	NETWORK IDS SOFTWARE 250 MBPS LIMIT		Software Warranty	09/30/2020
DNIDS-V-500	Intrusion Defense	NETWORK IDS SOFTWARE 500 MBPS LIMIT		Software Warranty	09/30/2020
DNIPS-A1-GR	Intrusion Defense	DNIPSA1G HW ONLY FOR UPGRADES	DNIPSA1G HW ONLY FOR UPGRADES	1 Year Warranty	09/30/2020
DNIPS-A1-MG	Intrusion Defense	INLINE IPS/IDS APPL 6 GBPS (NIC REQ.)	INLINE IPS/IDS APPL 6 GBPS (NIC REQ.)	1 Year Warranty	09/30/2020
DSEMS7-ME	Intrusion Defense	DRAGON ENTERPRISE MANAGEMENT SOFTWARE		1 Year Warranty	09/30/2020

DSEMS7-SE	Intrusion Defense	DRAGON ENTERPRISE MANAGEMENT SOFTWARE		1 Year Warranty	09/30/2020
EB1639193	EAN	IDE IGNITION SERVER LARGE	IDE IGNITION SERVER LARGE	Software Warranty	12/31/2021
EB1639194	EAN	IDE IGNITION SERVER SMALL	IDE IGNITION SERVER SMALL	Software Warranty	12/31/2021
EB1639195	EAN	IDE GUEST and IOT MANAGER	IDE GUEST and IOT MANAGER	Software Warranty	12/31/2021
EB1639197	EAN	IDE TACACS+	IDE TACACS+	Software Warranty	12/31/2021
EB1639245	EAN	IDE IGNITION SERVER LITE	IDE IGNITION SERVER LITE	Software Warranty	12/31/2021
EC1100010-E6	EAN	ONA 1101GT	ONA 1101GT 1+1 1000 BASET PORT.OPTNL AC ADAPTER SOLD SEPARATELY.	1 Year Warranty	
EC4005A03-E6HT	EAN	VSP 4450 HTACPSU NO POWER CORD	VSP 4450 HIGHTEMPAC POWER SUPPLY UNIT NO POWER CORD	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC4400004-E6	EAN	4450GSXDC	Virtual Services Platform 4450GSXPWR+ with 36 port 100/1000 Mbps SFP 12 port 10/100/1000 plus 2 1/10G SFP+ ports. Inc. Base Software License 1 Field replaceable 300W PSU.	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024
EC4400A03-E6	EAN	4450GTXHTPWR+ NO POWER CORD	Virtual Services Platform 4450GTXHTPWR+ High temperature with 48 port 10/100/1000 802.3at PoE+ plus 2 1/10G SFP+ ports. Inc. Base Software License 1 Field replaceable 1000W PSU. (No Power Cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC4400A05-E6	EAN	VSP4450GSXPWR+ NO PC	Virtual Services Platform 4450GSXPWR+ with 36 port 100/1000 Mbps SFP 12 port 10/100/1000 802.3at PoE+ plus 2 1/10G SFP+ ports. Inc. Base Software License 1 Field replaceable 1000W PSU. (No PC)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC4400A05-E6GS	EAN	VSP4450GSXPWR NO PC	Virtual Services Platform 4450GSXPWR+ with 36 port 100/1000 Mbps SFP 12 port 10/100/1000 802.3at PoE+ plus 2 1/10G SFP+ ports. Inc. Base Software License 1 Field replaceable 1000W PSU. (No Power Cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC4800078-E6	EAN	VSP4850GTS DC	VSP4850GTS DC	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024
EC4800078-E6GS	EAN	VSP4850GTS DC	VSP4850GTS DC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024
EC4800A78-E6	EAN	VSP4850GTS NO PC	VSP4850GTS NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024

EC4800A88-E6	EAN	VSP4850GTSPWR+ NO PC	VSP4850GTSPWR+ NO PC	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024
EC4800A88-E6GS	EAN	VSP4850GTSPWR+ NO PC	VSP4850GTSPWR+ NO PC TAA	Limited Lifetime Warranty with express Advanced Hardware Replacement	11/30/2024
EC720001F-E6	EAN	VSP 7254XSQ F2B DC PSU	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports F2B airflow 1 DC PS	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC720001F-E6GS	EAN	VSP 7254XSQ F2B DC PSU GSA	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports F2B airflow 1 DC PS	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC720002F-E6	EAN	VSP 7254XTQ F2B DC PSU	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports F2B airflow 1 DC PS	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC720002F-E6GS	EAN	VSP 7254XTQ F2B DC PSU GSA	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports F2B airflow 1 DC PS	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A1B-E6	EAN	VSP 7254XSQ B2F AC PSU NO PC	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A1B-E6GS	EAN	VSP 7254XSQ B2F AC PSU NO PC GSA	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A1F-E6	EAN	VSP 7254XSQ F2B AC PSU NO PC	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A1F-E6GS	EAN	VSP 7254XSQ F2B AC PSU NO PC GSA	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC7200A2B-E6	EAN	VSP 7254XTQ B2F AC PSU NO PC	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A2B-E6GS	EAN	VSP 7254XTQ B2F AC PSU NO PC GSA	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A2F-E6	EAN	VSP 7254XTQ F2B AC PSU NO PC	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A2F-E6GS	EAN	VSP 7254XTQ F2B AC PSU NO PC GSA	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A3B-E6	EAN	7254XSQ AC B2F 24 10G4 40G PRT	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord) (port licensed version)	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC7200A3F-E6	EAN	7254XSQ AC F2B 24 10G4 40G PRT	Virtual Services 7254XSQ with 48 x 1G/10G SFP+ and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord) (port licensed version)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A4B-E6	EAN	7254XTQ AC B2F 24 10G4 40G PRT	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports B2F airflow 1 AC PS (no power cord) (port licensed version)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200A4F-E6	EAN	7254XTQ AC F2B 24 10G4 40G PRT	Virtual Services 7254XTQ with 48 x 100M/1G/10G RJ45 and 6 x 40G QSFP+ ports F2B airflow 1 AC PS (no power cord) (port licensed version)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200BTF-E6	EAN	VSP 7200 SPARE FAN MODULE B2F	VSP 7200 BACK2FRONT SPARE FAN TRAY	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7200FTB-E6	EAN	VSP 7200 SPARE FAN MODULE F2B	VSP 7200 FRONT2BACK SPARE FAN TRAY	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC7205A0B-E6	EAN	VSP 7200 800W AC PSU B2F (NO PC)	VSP 7200 800W AC POWER SUPPLY BACK TO FRONT (NO POWER CORD)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7205A0F-E6	EAN	VSP 7200 800W AC PSU F2B (NO PC)	VSP 7200 800W AC POWER SUPPLY FRONT TO BACK (NO POWER CORD)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7205A1B-E6	EAN	VSP 7200 460W AC PSU B2F (NO PC)	VSP 7200 460W AC POWER SUPPLY BACK TO FRONT (NO POWER CORD)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7205A1F-E6	EAN	VSP 7200 460W AC PSU F2B (NO PC)	VSP 7200 460W AC POWER SUPPLY FRONT TO BACK (NO POWER CORD)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC7205E0F-E6	EAN	VSP 7200 800W AC PSU F2B NO PC ERATE	VSP 7200 800W AC POWER SUPPLY FRONT TO BACK NO PWR CORD ERATE ONLY	Limited Lifetime Warranty with express Advanced Hardware Replacement	

EC8005001-E6	EAN	VSP 7200 8000 800W DC PSU FTB COOL	VSP 7200 8000 800W DC POWER SUPPLY FTB COOLING	1 Year Warranty	
EC8005A01-E6	EAN	VSP 8000 100240V AC PSU (No PC)	VSP 8000 100240V 800W AC Power Supply (No power cord)	1 Year Warranty	
EC8011002-E6	EAN	VSP 8K Chas Rck Mnt Kit 300900mm	VSP 8000 Chassis Universal Slide Rack Mount Kit (300mm 900mm)	1 Year Warranty	
EC8011003-E6	EAN	VSP 8000 Chassis PS Filler Panel	VSP 8000 Chassis Power Supply Filler Panel	1 Year Warranty	
EC8011004-E6	EAN	VSP 8200 CHASSIS SPARE FAN TRAY	VSP 8200 CHASSIS SPARE FAN TRAY	1 Year Warranty	
EC8011005-E6	EAN	VSP 8400 CHASSIS SPARE FAN MODULE	VSP 8400 CHASSIS SPARE FAN MODULE (QUANTITY 1)	1 Year Warranty	
EC8200A01-E6	EAN	VSP 8284XSQ AC PS No PC	Virtual Services Platform 8284XSQ with 80 10G SFP+ and 4 40G QSFP+ ports 1 800 W AC PS (no PC). Must order 1 Slide Rack Mount kit separately. Note Includes Base License Fan Trays. Pluggable transceivers sold separately.	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC8200A01-E6GS	EAN	VSP 8284XSQ AC PS No PC GSA	Virtual Services Platform 8284XSQ with 80 10G SFP+ and 4 40G QSFP+ ports 1 800 W AC PS (no PC). Must order 1 Slide Rack Mount kit separately. GSA Version. Note Includes Base License Fan Trays. Pluggable transceivers sold separately.	Limited Lifetime Warranty with express Advanced Hardware Replacement	
EC8400002-E6	EAN	8404C CHASSIS 4 SLOTS 1 DC PS	VSP 8400C 100G chassis with 4 IO module slots 1 800 W DC power supply included	1 Year Warranty	
EC8400A02-E6	EAN	8404C CHASSIS 4 SLOTS 1 AC PS NO PC	VSP 8400C 100G chassis with 4 IO Module slots 1 800 W AC power supply included (No power cord)	1 Year Warranty	

EC8400A02-E6GS	EAN	8404C CHASS 4 SLOT 1 AC PS NO PC GSA	VSP 8400C 100G chassis with 4 IO Module slots 1 800 W AC power supply included (No power cord)	1 Year Warranty	
EC8400E02-E6	EAN	8404C CHAS 4 SLOTS 1 AC PS NO PC ERATE	8404C CHASSIS 4 SLOTS 1 AC PS PWR CORD ERATE ONLY 4 FANS NO PWR CORD ERATE ONLY	1 Year Warranty	
EC8404001-E6	EAN	8424XS ESM 24 PORT 1/10G SFP+	VSP 8400 24 port 1/10G SFP+ IO Module	1 Year Warranty	
EC8404001-E6GS	EAN	8424XS 24 PORT 1/10G SFP+ GSA	8424XS ESM 24 PORT 1/10G SFP+ GSA VERSION	1 Year Warranty	
EC8404002-E6	EAN	8424XT ESM 24x100M/1G/10G BASET	VSP 8400 24 port 1/10G Copper IO Module	1 Year Warranty	
EC8404002-E6GS	EAN	8424XT 24x100M/1G/10G BASET GSA	8424XT ESM 24 PORT 100M/1G/10G BASET GSA VERSION	1 Year Warranty	
EC8404003-E6	EAN	8408QQ ESM 8 PORT 40G QSFP+	VSP 8400 8 port 40G QSFP+ IO Module	1 Year Warranty	
EC8404003-E6GS	EAN	8408QQ 8 PORT 40G QSFP+ GSA	8408QQ ESM 8 PORT 40G QSFP+ GSA VERSION	1 Year Warranty	
EC8404005-E6	EAN	8418XSQESM 16x1/10G SFP+2x40G QSFP+	VSP 8400 16 port 1/10G SFP+ and 2 port 40G QSFP+ combination IO Module	1 Year Warranty	
EC8404005-E6GS	EAN	8418XSQ 16x1/10G SFP+2x40G QSFP+GSA	8418XSQ ESM 16 PORT 1/10G SFP+2 PORT 40G QSFP+ COMBO GSA VERSION	1 Year Warranty	
EC8404006-E6	EAN	8418XTQ 16 PT 1/10G CU2 PT 40G QSFP+	VSP 8400 16 port 1/10G Copper and 2 port 40G QSFP+ combination IO Module	1 Year Warranty	
EC8404006-E6GS	EAN	8418XTQ 16 1/10G CU2 40G QSFP+ GSA	8418XTQ ESM 16 PORT 1/10G BASET () 2 PORT 40G QSFP+ GSA	1 Year Warranty	
EC8404007-E6	EAN	8424GS 24 PORT 100M/1G SFP	VSP 8400 24 port 100/1000 Mbps SFP IO Module	1 Year Warranty	
EC8404007-E6GS	EAN	8424GS 24 PORT 100M/1G SFP GSA	8424GS ESM 24 PORT 100M/1G SFP GSA	1 Year Warranty	

EC8404008-E6	EAN	8424GT 24 PORT 10M/100M/1G CU	VSP 8400 24 port 10/100/1000 Mbps Copper IO Module	1 Year Warranty	
EC8404008-E6GS	EAN	8424GT 24 PORT 10M/100M/1G CU GSA	8424GT ESM 24 PORT 10M/100M/1G BASET GSA	1 Year Warranty	
EC8404009-E6	EAN	8402CQ ESM 2 PORT 100G QSFP28	VSP 8400 2 port 100G IO Module	1 Year Warranty	
EC8404009-E6GS	EAN	8402CQ ESM 2 PORT 100G QSFP28 GSA	8402CQ ESM 2 PORT 100G QSFP28 GSA. TRANSCEIVERS NOT INCL.	1 Year Warranty	
EC8411002-E6	EAN	VSP 8404 ESM FILLER PANEL	VSP 8400 ETHERNET SWITCH MODULE FILLER PANEL	1 Year Warranty	
EC8602001-E6	EAN	VSP8608 Chassis includes 5 Fan Trays	VSP8608 Chassis includes 5 Fan Trays	1 Year Warranty	
EC8602002-E6	EAN	VSP8608 Bundle. Incl 3xSF 4xACPSU	VSP8608 Bundle. Incl 3xSF 4xACPSU	1 Year Warranty	
EC8602003-E6	EAN	VSP8608 Bundle. Incl 3xSF 4xDCPSU	VSP8608 Bundle. Incl 3xSF 4xDCPSU	1 Year Warranty	
EC8604001-E6	EAN	VSP8608 Switch Fabric Module	VSP8608 Switch Fabric Module required for Fabric Slots 57	1 Year Warranty	
EC8604002-E6	EAN	8624XS IOC 24x1G/10G SFP+	8624XS 24 port 1G/10G SFP+ IOC Module	1 Year Warranty	
EC8604003-E6	EAN	8624XT IOC 24x100M/1G/10G BASET	8624XT 24 port 100M/1G/10G BASET IOC Module	1 Year Warranty	
EC8604004-E6	EAN	8616QQ IOC 16x40G QSFP+	8616QQ 16 port 40G QSFP+ IOC Module	1 Year Warranty	
EC8604005-E6	EAN	8606CQ IOC 6x100G QSFP28	8606CQ 6 port 100G QSFP28 IOC Module	1 Year Warranty	
EC8605A01-E6	EAN	VSP8608 3000W AC PSU (No Power Cord)	VSP8608 3000W AC PSU (No Power Cord)	1 Year Warranty	
EC8605A02-E6	EAN	VSP8608 2500W DC PSU (No Power Cord)	VSP8608 2500W DC PSU (No Power Cord)	1 Year Warranty	
EC8611001-E6	EAN	VSP8608 Spare Fan Module	VSP8608 Spare Fan Module	1 Year Warranty	
EC8611002-E6	EAN	VSP8608 Spare IOC Filler Panel	VSP8608 Spare IOC Filler Panel	1 Year Warranty	
EC8611003-E6	EAN	VSP8608 Spare PSU Filler Panel	VSP8608 Spare PSU Filler Panel	1 Year Warranty	
EC8611004-E6	EAN	VSP8608 Chassis Rack Mount Kit	VSP8608 Chassis Rack Mount Kit	1 Year Warranty	

EC8611005-E6	EAN	VSP8608 Cable Guide Kit	VSP8608 Cable Guide Kit	1 Year Warranty	
EC8611006-E6	EAN	VSP8608 PSU Cover	VSP8608 PSU Cover	1 Year Warranty	
EIO-03	Smart OmniEdge Wireless	EIO03	Underseat Mounting Solution for AP560i	1 Year Warranty	
EIO-03-SP	Smart OmniEdge Wireless	EIO03SP	Service Panel for AP560i/AP560h	No Warranty	
EN-NTWADV-IP-100	SRA	IP ADD ON LICENSE 100 DEVICES	Adds IP management SW license FOR 100 devices Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
EN-NTWADV-IP-1000	SRA	IP ADD ON LICENSE 1000 DEVICES	Adds IP management SW license for 1000 devices Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
EN-NTWADV-IP-500	SRA	IP ADD ON LICENSE 500 DEVICES	Adds IP management SW license for 500 devices Prerequisite are IPBASE or INM Upgrade or IP Extension minimum of one year support is required.	Software Warranty	11/20/2020
EN-NTWADV-IP-BASE	SRA	IP MGMT SWKIT INT ORDER50DEVICES	IP management SW license for up to 50 devices required for initial purchase of IP only management minimum of one year support is required.	Software Warranty	11/20/2020
EN-PC15CHINA	SRA	POWER CORD CHINA PRC/3/16 TO C19 16A	POWER CORD CHINA PRC/3/16 TO C19 16A	No Warranty	
EN-PC15CHINA-IEC309	SRA	POWER CORD CHINA IEC309 TO C19 16A 2	POWER CORD CHINA IEC309 TO C19 16A 2	No Warranty	
EN-PC15EURO	SRA	POWER CORD B15K EUROPEAN	Power Cord for RPS4 and SIACPWR European version	No Warranty	

EN-PC15INDIA-BS1363	SRA	POWER CORD INDIA BS1363 TO C19 13A 2	POWER CORD INDIA BS1363 TO C19 13A 2	No Warranty	
EN-PC15INDIA-BS546	SRA	POWER CORD INDIA BS546 TO C19 16A 25	Power cord uses British Standard plug for use in India (reseller Dlink) and South Africa.	No Warranty	
EN-PC15UK	SRA	POWER CORD B15K UK VERSION	Power Cord for RPS4 and SIACPWR United Kingdom version	No Warranty	
EN-PC15USA	SRA	POWER CORD B15K US VERSION	Power Cord for RPS4 and SIACPWR USA version NEMA 520P Plug (20amp)	No Warranty	
EN-PC15USA-NEMA615	SRA	ACCESSORY RPS4 POWER CORD USA VERSION	250v Cord for RPS4 and SIACPWR USA version NEMA 615P Plug (15amp)	No Warranty	
EN-PCAUS	SRA	PC RPS5/8/9RPSX424 RPSX448 AUSTRALIA	POWER CORD FOR USE IN AUSTRALIA	No Warranty	
EN-PCAUS-EPS	SRA	POWER CORDAUSTRALIA15A250V	POWER CORDAUSTRALIA15A250V	No Warranty	
EN-PC-C13C14	SRA	PWRCDC13/C14 15A POWER CORD	C13/C14 15A Power Cord	No Warranty	
EN-PCCHINA-250	SRA	PC RPS9CHINA10A 250VAC INPUT	PC RPS9CHINA10A 250VAC INPUT	No Warranty	
EN-PCCHINA2-IEC309	SRA	POWER CORDCHINAIEC309 TO C1310A250V	POWER CORD CHINA IEC309 TO C13 10A 250V	No Warranty	
EN-PCCHINA-IEC309	SRA	POWER CORD CHINA IEC309 TO C13 10A 1	Power Cord China IEC309 TO C13 10A 110V 2.5M	No Warranty	
EN-PCEURO	SRA	PC FOR RPS2/3/5/9 EUROPEAN VERSION	Power Cord for RPS2/3/5/9 European version	No Warranty	
EN-PCEURO-EPS	SRA	POWER CORDEURO16A250V	POWER CORDEURO16A250VCEE 7/7 EUROPC191.8MR6	No Warranty	
EN-PCINDIA	SRA	SINGLE 6 FOOT AC POWER CORD FOR INDIA	SINGLE 6 FOOT AC POWER CORD FOR INDIA	No Warranty	

EN-PCINDIA-EPS	SRA	POWER CORDINDIA16A250V	POWER CORDINDIA16A/250V	No Warranty	
EN-PCITALY-CEI	SRA	PWRCDITALY10A250V2.5MCEI 2316/C13	PWRCDITALY10A250V 2.5MCEI 2316/C13	No Warranty	
EN-PCJAPAN	SRA	PC FOR RPS2/3/5/9 JAPAN VERSION	Power Cord for RPS2/3/5/9 Japan version	No Warranty	
EN-PCJAPAN-C19	SRA	POWER CORD IEC 320 C19 TO NEMA 515 JAP	Power Cord IEC 320 C19 to NEMA 515 Japan PSE certified	No Warranty	
EN-PCJAPAN-EPS	SRA	POWER CORDJAPAN15A250V	POWER CORDJAPAN15A250V	No Warranty	
EN-PCSWISS-C1312G-HF	SRA	POWER CORDSWISS10A250VHALOGENFREE	POWER CORD SWISS SEV1011 TO C13 10A 250V HALOGENFREE	No Warranty	
EN-PCUK	SRA	PC FOR RPS2/3/5/9 UK VERSION	Power Cord for RPS2/3/5/9 United Kingdom version	No Warranty	
EN-PCUK-EPS	SRA	POWER CORDUK13A250V	POWER CORDUK13A250V	No Warranty	
EN-PCUSA	SRA	PC RPS2/3/5/9USA NEMA 515P10A/125V	Power Cord for RPS2/3/5/9 USA version 910 (10)	No Warranty	
EN-PCUSA2	SRA	POWER CORD USA NEMA515/C13 13A 125V	POWER CORD USA NEMA515/C13 13A 125V	No Warranty	
EN-PCUSA-3M	SRA	PC FOR RPS2/3/5/9 USA VERSION3METER	Power Cord for RPS2/3/5/9 USA version NEMA 515P Plug (15amp)a	No Warranty	
EN-PCUSA-C19C20	SRA	POWER CORD IEC 60320C19 TO IEC 60320C2	Power Cord IEC 60320C19 to IEC 60320C20 250V 20A	No Warranty	
EN-PCUSA-C19L620P	SRA	PWR CRD IEC 60320C19 LCKNG NEMA L620P	Power Cord IEC 60320C19 to locking Nema L620P 250V 20A	No Warranty	
EN-PCUSA-NEMA620	SRA	POWER CORD FOR SXACPWR2500POE	Power Cord for use with VDX 8770. NEMA 6/20 specification.	No Warranty	
EN-SLX-9030-48S-4C	SRA	SLX 903048S with no PS and no fans	Extreme SLX 903048S with No Power supplies No fans Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	

EN-SLX-9030-48S-4C-AC-F	SRA	SLX 903048S AC Front to Back Airflow	Extreme SLX 903048S Switch AC with Front to Back Airflow Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	
EN-SLX-9030-48S-4C-AC-R	SRA	SLX 903048S AC Back to Front Airflow	Extreme SLX 903048S Switch AC with Back to Front Airflow Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	
EN-SLX-9030-48T-4C	SRA	SLX 903048T with no PS and no fans	Extreme SLX 903048T 10GBaseT Switch with No Power supplies No fans Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	
EN-SLX-9030-48T-4C-AC-F	SRA	SLX 903048T AC Front to Back Airflow	Extreme SLX 903048T 10GBaseT Switch AC with Front to Back Airflow Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	
EN-SLX-9030-48T-4C-AC-R	SRA	SLX 903048T AC Back to Front Airflow	Extreme SLX 903048T 10GBaseT Switch AC with Back to Front Airflow Supports 48x10GE/1GE + 4x100GE/40GE	1 Year Warranty	
EN-SLX-9030-ADV-LIC-P	SRA	SLX 9030 Advanced Feature License	SLX 9030 Advanced Feature License	Software Warranty	
EN-SLX-9640-24S	SRA	24X10GE+4X100GE ROUTER	Extreme SLX 964024S Router. Supports 24x10GE/1GE + 4x100GE/40GE. (24S+4C sku no Power supplies or Fans)	1 Year Warranty	
EN-SLX-9640-24S-12C	SRA	24X10GE+12X100GE ROUTER	Extreme SLX 964024S Router. Supports 24x10GE/1GE + 12x100GE/40GE. (All ports 24S+12C sku with no Power supplies or Fans)	1 Year Warranty	

EN-SLX-9640-24S-12C-AC-F	SRA	24X10GE+12X100GE ROUTER AC PRTSD INTK	Extreme SLX 964024S Router AC with Front to Back airflow. Supports 24x10GE/1GE + 12x100GE/40GE.(1 Power supply 6 Fans)	1 Year Warranty	
EN-SLX-9640-24S-AC-F	SRA	24X10GE+4X100GE ROUTER AC PRTSD INTK	Extreme SLX 964024S Router AC with Front to Back airflow. Supports 24x10GE/1GE + 4x100GE/40GE.(1 Power supply 6 Fans)	1 Year Warranty	
EN-SLX-9640-4C-POD-P	SRA	EXT SW LICENSE TO ENABLE 4 PORT of 100G	Extreme SLX 9640 Ports on Demand License for 4 ports of 100GE/40GE Uplinks	Software Warranty	
EN-SLX-9640-ADV-LIC-P	SRA	EXTERNAL SW LICENSE TO ENABLE ADV LIC	Extreme SLX 9640 Advanced Feature License	Software Warranty	
EN-SX-PCAUS	SRA	POWER CORD FOR USE IN AUSTRALIA/NEW ZEAL	POWER CORD FOR USE IN AUSTRALIA/NEW ZEAL	No Warranty	
EWC-INCR-100	SRA	EWC ADDITIONAL 100 TARGETS	Workflow Composer 100 targets addon	Software Warranty	
EWC-STD-HA-100	SRA	EWC STD WITH HA	Workflow Composer Standard Software with HA includes 100 Targets	Software Warranty	
EXOS-CORE-FP-X465	Smart OmniEdge Switching	X465 EXOS CORE Feature Pack	Core Feature Pack for ExtremeSwitching X465	Software Warranty	
EXOS-MACSEC-FP-X465	Smart OmniEdge Switching	X465 EXOS MACsec Feature Pack	MACsec Feature Pack for ExtremeSwitching X465	Software Warranty	
EXOS-MPLS-FP-X465	Smart OmniEdge Switching	X465 EXOS MPLS Feature Pack	MPLS Feature Pack for ExtremeSwitching X465	Software Warranty	
EXOS-MPLS-FP-X590	Smart OmniEdge Switching	X590 EXOS MPLS Feature Pack	MPLS Feature Pack for ExtremeSwitching X590	Software Warranty	
G3G-24TX	Fixed L3	G3 I/O CARD 24 TX 2 SFP COMBO PORTS		Lifetime Warranty - NBD Delivery	09/30/2020
G3IPV6-LIC	Fixed L3	G3 IPV6 ROUTING LICENSE	G3 IPV6 ROUTING LICENSE	Software Warranty	08/30/2024

G3L3-LIC	Fixed L3	G3 ADV. ROUTING LICENSE PIM OSPF VRRP	G3 ADV. ROUTING LICENSE PIM OSPF VRRP	Software Warranty	08/30/2024
I3H-12TX	Fixed L2	INDUSTRIAL SWITCH 12 PT 10/100 I/O CARD	INDUSTRIAL SWITCH 12 PT 10/100 I/O CARD	1 Year Warranty	06/30/2020
I3H252-12TX	Fixed L2	FACTORY CONFIGURED I3H25202 I3H12TX	FACTORY CONFIGURED I3H25202 I3H12TX	5 Year Warranty	06/30/2020
I3H252-16FXM	Fixed L2	16 PORT 100BASEFX ISERIES SWITCH	16 PORT 100BASEFX ISERIES SWITCH	5 Year Warranty	06/30/2020
I3H252-24TX	Fixed L2	FACTORY CONFIGURED 24 PT 10/100 ISERIES	FACTORY CONFIGURED 24 PT 10/100 ISERIES	5 Year Warranty	06/30/2020
I3H252-8FXM-12TX	Fixed L2	8 100BASEFX 12 TX ISERIES SWITCH	8 100BASEFX 12 TX ISERIES SWITCH	5 Year Warranty	06/30/2020
I3H-8FX-MM	Fixed L2	INDUSTRIAL SWITCH 8 PT MMF FX I/O CARD	INDUSTRIAL SWITCH 8 PT MMF FX I/O CARD	5 Year Warranty	06/30/2020
I3H-DIN-KIT	Fixed L2	DIN RAIL KIT FOR ISERIES SWITCH	DIN RAIL KIT FOR ISERIES SWITCH	No Warranty	06/30/2022
I3H-PWR	Fixed L2	24VDC POWER UNIT FOR ISERIES SWITCH		1 Year Warranty	06/30/2020
I3H-RACK-MNT	Fixed L2	19 RACK MOUNT KIT FOR ISERIES SWITCH	19 RACK MOUNT KIT FOR ISERIES SWITCH	No Warranty	06/30/2022
IA-A-20	Enterasys Sentinel	IDENTITY ACCESS APPLIANCE 3000 ES	IDENTITY ACCESS APPLIANCE 3000 ES	1 Year Warranty	12/29/2022
IA-A-300	Enterasys Sentinel	IA HW APPLIANCE FOR ENTERPRISE LICENSING	IA HW APPLIANCE FOR ENTERPRISE LICENSING	1 Year Warranty	12/29/2022
IA-ES-12K	Enterasys Sentinel	NAC ENTERPRISE LICENSE FOR 12K ES	NAC ENTERPRISE LICENSE FOR 12K ES	Software Warranty	
IA-ES-1K	Enterasys Sentinel	NAC ENTERPRISE LICENSE FOR 1K ES	NAC ENTERPRISE LICENSE FOR 1K ES	Software Warranty	
IA-ES-3K	Enterasys Sentinel	NAC ENTERPRISE LICENSE FOR 3K ES	NAC ENTERPRISE LICENSE FOR 3K ES	Software Warranty	
IA-GIM-12K	NAC	GUESTIOTMNGR ONBOARDING 12K USERS/ES	NAC GUESTIOTMANAGER FOR ONBOARDING 12K USERS/ENDSYSTEMS	Software Warranty	
IA-GIM-1K	NAC	GUESTIOTMNGR ONBOARDING 1K USERS/ES	NAC GUESTIOTMANAGER FOR ONBOARDING 1K USERS/ENDSYSTEMS	Software Warranty	
IA-GIM-3K	NAC	GUESTIOTMNGR ONBOARDING 3K USERS/ES	NAC GUESTIOTMANAGER	Software Warranty	

			FOR ONBOARDING 3K USERS/ENDSYSTEMS		
IA-PA-12K	Enterasys Sentinel	IA 12000 ES SEC POSTURE ASSESSMENT LIC	IA 12000 ES SEC POSTURE ASSESSMENT LIC	Software Warranty	
IA-PA-3K	Enterasys Sentinel	IA 3000 ES SEC POSTURE ASSESSMENT LIC	IA 3000 ES SEC POSTURE ASSESSMENT LIC	Software Warranty	
I-MGBIC-GLX	Fixed L2	INDUSTRIAL 1000LX SFP	INDUSTRIAL 1000LX SFP	1 Year Warranty	
I-MGBIC-GSX	Fixed L2	INDUSTRIAL 1000SX SFP	INDUSTRIAL 1000SX SFP	1 Year Warranty	
I-MGBIC-LC03	Fixed L2	KM 1000BASELX MM	KM 1000BASE-LX, MM	1 Year Warranty	
K10-192TRPL-BUN	Modular L3 Switching	K10 192 PORT TRIPLE SPEED BUNDLE		Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K10-CHASSIS	Modular L3 Switching	KSERIES 10 SLOT CHASSIS AND FAN TRAY	KSERIES 10 SLOT CHASSIS AND FAN TRAY	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K10-FAN	Modular L3 Switching	K10 FAN TRAY	K10 FAN TRAY	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K10-MID-KIT	Modular L3 Switching	K10 MIDMOUNT KIT		1 Year Warranty	04/30/2024
K6-120SFP-BUN	Modular L3 Switching	K6 120 PORT SFP BUNDLE		Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K6-CHASSIS	Modular L3 Switching	KSERIES 6 SLOT CHASSIS AND FAN TRAY	KSERIES 6 SLOT CHASSIS AND FAN TRAY	Limited Lifetime Warranty - 10	04/30/2024

				Business Day Ship	
K6-FAN	Modular L3 Switching	K6 FAN TRAY	K6 FAN TRAY	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K6-MID-KIT	Modular L3 Switching	K6 MIDMOUNT KIT		1 Year Warranty	04/30/2024
K-AC-PS	Modular L3 Switching	KSERIES POWER SUPPLY	KSERIES POWER SUPPLY	1 Year Warranty	04/30/2024
K-EOS-L3	Modular L3 Switching	ADVANCED ROUTING LICENSE	ADVANCED ROUTING LICENSE	Software Warranty	04/30/2024
K-EOS-PPC	Modular L3 Switching	KSERIES PER PORT USER CAPACITY LICENSE	KSERIES PER PORT USER CAPACITY LICENSE	Software Warranty	04/30/2024
K-EOS-VSB	Modular L3 Switching	KSERIES VSB LICENSE	KSERIES VSB LICENSE	Software Warranty	04/30/2024
KG2001-0224	Modular L3 Switching	K 24 PORT 1GB SFP IOM	K 24 PORT 1GB SFP IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KG2001-0224-G	Modular L3 Switching	K 24 PORT 1GB SFP IOM	K 24 PORT 1GB SFP IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KK2008-0204	Modular L3 Switching	K 4 PORT 10GB SFP+ IOM	K 4 PORT 10GB SFP+ IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KK2008-0204-F1	Modular L3 Switching	K6 MGMT/FABRIC W 4 10GB VIA SFP+	K6 MGMT/FABRIC W 4 10GB VIA SFP+	Limited Lifetime Warranty - 10	04/30/2024

				Business Day Ship	
KK2008-0204-F1G	Modular L3 Switching	K6 MGMT/FABRIC W 4 10GB VIA SFP+	K6 MGMT/FABRIC W 4 10GB VIA SFP+	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KK2008-0204-F2	Modular L3 Switching	K10 MGMT/FABRIC W 4 10GB VIA SFP+	K10 MGMT/FABRIC W 4 10GB VIA SFP+	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KK2008-0204-F2G	Modular L3 Switching	K10 MGMT/FABRIC W 4 10GB VIA SFP+	K10 MGMT/FABRIC W 4 10GB VIA SFP+	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KK2008-0204-G	Modular L3 Switching	K 4 PORT 10GB SFP+ IOM	K 4 PORT 10GB SFP+ IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
K-POE-4BAY	Modular L3 Switching	K EXTERNAL 4 BAY POWER SHELF	K EXTERNAL 4 BAY POWER SHELF	1 Year Warranty	04/30/2024
K-POE-4BAY-RAIL	Modular L3 Switching	MOUNTING KIT FOR KPOE4BAY POWER SHELF		1 Year Warranty	04/30/2024
K-POE-CBL-2M	Modular L3 Switching	K POE POWER TO HS CHASSIS CABLE 2M		1 Year Warranty	04/30/2024
KT-135628-01	WiNG Wireless	UNIVERSAL MOUNTING KIT FOR EWLAN APS	UNIVERSAL MOUNTING KIT FOR EWLAN APS	1 Month Warranty Wing	
KT-147407-01	WiNG Wireless	OUTDOOR AP MOUNTING HARDWARE KIT	OUTDOOR AP MOUNTING HARDWARE KIT	1 Month Warranty Wing	09/13/2020
KT-147407-02	WiNG Wireless	OUTDOOR HDW KIT SS HARSH ENVIRONMENTS	OUTDOOR MOUNTING HARDWARE KIT FOR OUTDOOR ACCESS POINTS STAINLESS	1 Month Warranty Wing	

			STEEL FOR HARSH ENVIRONMENTS		
KT-150173-01	WiNG Wireless	OUTDOOR AP 12 IN EXT ARM FOR MNTG KIT	OUTDOOR AP 12 IN EXT ARM FOR MNTG KIT	1 Month Warranty Wing	
KT-153676-01	WiNG Wireless	OUTDOOR RJ45 CONNECTOR PLUG KIT	OUTDOOR RJ45 CONNECTOR PLUG KIT	1 Month Warranty Wing	
KT-158767-01	WiNG Wireless	KIT AP7161 VEHICLE MOUNT	KIT AP7161 VEHICLE MOUNT	1 Month Warranty Wing	
KT2006-0224	Modular L3 Switching	K 24 PORT 10/100/1000 802.3AT POE IOM	K 24 PORT 10/100/1000 802.3AT POE IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KT2006-0224-G	Modular L3 Switching	K 24 PORT 10/100/1000 802.3AT POE IOM	K 24 PORT 10/100/1000 802.3AT POE IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KT2010-0224	Modular L3 Switching	K 24 PORT MINIRJ21 802.3AT POE IOM	K 24 PORT MINIRJ21 802.3AT POE IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KT2010-0224-G	Modular L3 Switching	K 24 PORT MINIRJ21 802.3AT POE IOM	K 24 PORT MINIRJ21 802.3AT POE IOM	Limited Lifetime Warranty - 10 Business Day Ship	04/30/2024
KT-6511-0000D-WR	WiNG Wireless	AP4511 Opt 3port Eth Module	Optional threeport Ethernet Module for AP4511	1 Month Warranty Wing	12/01/2019
LBS-CLD-100AP-PV-1YR	WiNG Wireless	LBS CLOUD 100AP 1 YEAR PV	1year LBS cloud subscription paperless voucher for 100 APs	Software Warranty	
LBS-CLD-100AP-PV-3YR	WiNG Wireless	LBS CLOUD 100AP 3 YEAR PV	3year LBS cloud subscription paperless voucher for 100 APs	Software Warranty	

LBS-CLD-100AP-PV-5YR	WiNG Wireless	LBS CLOUD 100AP 5 YEAR PV	5year LBS cloud subscription paperless voucher for 100 APs	Software Warranty	
LBS-CLD-10AP-PV-1YR	WiNG Wireless	LBS CLOUD 10AP 1 YEAR PV	1year LBS cloud subscription paperless voucher for 10 APs	Software Warranty	
LBS-CLD-10AP-PV-3YR	WiNG Wireless	LBS CLOUD 10AP 3 YEAR PV	3year LBS cloud subscription paperless voucher for 10 APs	Software Warranty	
LBS-CLD-10AP-PV-5YR	WiNG Wireless	LBS CLOUD 10AP 5 YEAR PV	5year LBS cloud subscription paperless voucher for 10 APs	Software Warranty	
LBS-CLD-1AP-PV-1YR	WiNG Wireless	LBS CLOUD 1AP 1 YEAR PV	1year LBS cloud subscription paperless voucher for 1 AP	Software Warranty	
LBS-CLD-1AP-PV-3YR	WiNG Wireless	LBS CLOUD 1AP 3 YEAR PV	3year LBS cloud subscription paperless voucher for 1 AP	Software Warranty	
LBS-CLD-1AP-PV-5YR	WiNG Wireless	LBS CLOUD 1AP 5 YEAR PV	5year LBS cloud subscription paperless voucher for 1 AP	Software Warranty	
LBS-CLD-1KAP-PV-1YR	WiNG Wireless	LBS CLOUD 1000AP 1 YEAR PV	1year LBS cloud subscription paperless voucher for 1000 APs	Software Warranty	
LBS-CLD-1KAP-PV-3YR	WiNG Wireless	LBS CLOUD 1000AP 3 YEAR PV	3year LBS cloud subscription paperless voucher for 1000 APs	Software Warranty	
LBS-CLD-1KAP-PV-5YR	WiNG Wireless	LBS CLOUD 1000AP 5 YEAR PV	5year LBS cloud subscription paperless voucher for 1000 APs	Software Warranty	
LBS-CLD-5AP-PV-1YR	WiNG Wireless	LBS CLOUD 5AP 1 YEAR PV	1year LBS cloud subscription paperless voucher for 5 APs	Software Warranty	
LBS-CLD-5AP-PV-3YR	WiNG Wireless	LBS CLOUD 5AP 3 YEAR PV	3year LBS cloud subscription paperless voucher for 5 APs	Software Warranty	
LBS-CLD-5AP-PV-5YR	WiNG Wireless	LBS CLOUD 5AP 5 YEAR PV	5year LBS cloud subscription paperless voucher for 5 APs	Software Warranty	
LBS-LVSTS-100K-PV-1YR	Smart OmniEdge Applications	LBSLVSTS100KPV1YR	ExtremeLocation Voucher for 100K Long Visits for 1 Year	No Warranty	
LBS-LVSTS-1M-PV-1YR	Smart OmniEdge	LBSLVSTS1MPV1YR	ExtremeLocation Voucher for 1M Long Visits for 1 Year	No Warranty	

	Applications				
LBS-LVSTS-250K-PV-1YR	Smart OmniEdge Applications	LBSLVSTS250KPV1YR	ExtremeLocation Voucher for 250K Long Visits for 1 Year	No Warranty	
LBS-LVSTS-500K-PV-1YR	Smart OmniEdge Applications	LBSLVSTS500KPV1YR	ExtremeLocation Voucher for 500K Long Visits for 1 Year	No Warranty	
LBS-SVSTS-100K-PV-1YR	Smart OmniEdge Applications	LBSSVSTS100KPV1YR	ExtremeLocation Voucher for 100K Short Visits for 1 Year	No Warranty	
LBS-SVSTS-1M-PV-1YR	Smart OmniEdge Applications	LBSSVSTS1MPV1YR	ExtremeLocation Voucher for 1M Short Visits for 1 Year	No Warranty	
LBS-SVSTS-250K-PV-1YR	Smart OmniEdge Applications	LBSSVSTS250KPV1YR	ExtremeLocation Voucher for 250K Short Visits for 1 Year	No Warranty	
LBS-SVSTS-500K-PV-1YR	Smart OmniEdge Applications	LBSSVSTS500KPV1YR	ExtremeLocation Voucher for 500K Short Visits for 1 Year	No Warranty	
MBO-ART02	Smart OmniEdge Wireless	MBOART02	MBOART02 Articulating Mtg Brkt	1 Year Warranty	
MGBIC-02	Modular Interfaces	1000BASET RJ45 MINI GBIC	1000BASE-T, RJ45 MINI GBIC	1 Year Warranty	
MGBIC-08	Modular Interfaces	MINI GBIC 1000BASEELX (70KM) 1 LC PORT	MINI GBIC 1000BASE-ELX (70KM) 1 LC PORT	1 Year Warranty	
MGBIC-100BT	Modular Interfaces	100BASET SFP		1 Year Warranty	12/31/2021
MGBIC-BX10-D	Modular Interfaces	1000BASEBX10D BIDIRECTIONAL SFP	1000BASE-BX10-D BIDIRECTIONAL SFP	1 Year Warranty	
MGBIC-BX10-U	Modular Interfaces	1000BASEBX10U BIDIRECTIONAL SFP	1000BASE-BX10-U BIDIRECTIONAL SFP	1 Year Warranty	
MGBIC-BX120-D	Modular Interfaces	1000BASEBX120D SFP	1000BASE-BX120-D SFP	1 Year Warranty	
MGBIC-BX120-U	Modular Interfaces	1000BASEBX120U SFP	1000BASE-BX120-U SFP	1 Year Warranty	
MGBIC-BX40-D	Modular Interfaces	1000BASEBX40D SFP	1000BASE-BX40-D SFP	1 Year Warranty	

MGBIC-BX40-U	Modular Interfaces	1000BASEBX40U BIDIRECTIONAL SFP	1000BASE-BX40-U BIDIRECTIONAL SFP	1 Year Warranty	
MGBIC-LC01	Modular Interfaces	MINI GBIC 1000BASESX W/ 1 LC MM PORT	MINI GBIC 1000BASESX W/ 1 LC MM PORT	1 Year Warranty	
MGBIC-LC01-G	Modular Interfaces	1GB SX MM SFP TAA	1GB SX MM, SFP, TAA	1 Year Warranty	
MGBIC-LC03	Modular Interfaces	MINI GBIC 1000BASEFX W/ 1 LC MM PT 2KM	MINI GBIC 1000BASE-FX W/ 1 LC MM PT - 2KM	1 Year Warranty	
MGBIC-LC04	Modular Interfaces	100BASEFX MM 1310NM 2 KM LC SFP	100BASE-FX, MM, 1310NM 2 KM, LC SFP	1 Year Warranty	
MGBIC-LC04-24PK	Modular Interfaces	24 PACK MGBICLC04	24 PACK MGBIC-LC04	1 Year Warranty	
MGBIC-LC04-48PK	Modular Interfaces	48 PACK MGBICLC04	48 PACK MGBIC-LC04	1 Year Warranty	
MGBIC-LC04-96PK	Modular Interfaces	96 PACK MGBICLC04	96 PACK MGBIC-LC04	1 Year Warranty	
MGBIC-LC05	Modular Interfaces	100BASELX10 SM 1310NM 10 KM LC SFP	100BASE-LX10, SM, 1310NM, 10 KM, LC SFP	1 Year Warranty	
MGBIC-LC07	Modular Interfaces	1GB802.3 SM1550 NM110 KMLC SFP	1GB,802.3 SM,1550 NM,110 KM,LC SFP	1 Year Warranty	
MGBIC-LC09	Modular Interfaces	MINI GBIC 1000BASELX W/ 1 LC SM PORT	MINI GBIC 1000BASELX W/ 1 LC SM PORT	1 Year Warranty	
MGBIC-LC09-G	Modular Interfaces	1GB LX SM SFP TAA	1GB LX SM, SFP, TAA	1 Year Warranty	
ML-1499-10JK-01R	WiNG Wireless	LLC CableJump 10	10 ft LowLoss coaxial cable jumper N Male to N Male	1 Month Warranty Wing	
ML-1499-25JK-01R	WiNG Wireless	LLC CableJump 25	25 ft LowLoss coaxial cable jumper N Male to N Male with 2 connector seal kits	1 Month Warranty Wing	
ML-1499-50JK-01R	WiNG Wireless	LLC CableJump 50	50 ft LowLoss coaxial cable jumper N Male to N Male with 2 connector seal kits	3 Month Warranty Wing	06/30/2020
ML-1499-SD3MK-01R	WiNG Wireless	KITANTENNA MOUNTFOR ML2499SD301	KITANTENNA MOUNTFOR ML2499SD301	1 Month Warranty Wing	
ML-2452-APA2-01	WiNG Wireless	Dipole Omni 3.2/4.9 dBi BLK	Antenna 2.4/5 GHz Indoor Type Dipole (Paddle) Gain 3dBi/2.4GHz 4dBi/5GHz Beam Width EPlane 35	1 Month Warranty Wing	

			degrees HPlane 360 degrees Connector RPSMA Male		
ML-2452-APA2-02	WiNG Wireless	Dipole Omni 3.2/4.9 dBi White	ANT2.45GHZDBANDDP 67 DBIRPSMAWHT	1 Month Warranty Wing	
ML-2452-APAG2A1-01	WiNG Wireless	ANTDIPOLEGN2DBI2.4GHZ1DBI5GHZBLK	ANTDIPOLEGN2DBI2.4GHZ1DBI5GHZBLK	1 Month Warranty Wing	
ML-2452-APAG2A1-02	WiNG Wireless	Antenna 2G5G3dB Omni White	Antenna 2G and 5G 3dB Omni for indoor White Color	1 Month Warranty Wing	
ML-2452-HPA5-036	WiNG Wireless	Antenna outdoor 2G5G3dB Omni	Antenna 2G and 5G 3dBOmni directional Dipole for outdoor use	1 Month Warranty Wing	
ML-2452-HPA6-01	WiNG Wireless	ANTDUAL BAND 6 DBI ANTENNA	ANTDUAL BAND 6 DBI ANTENNA	1 Month Warranty Wing	
ML-2452-HPA6M6-072	WiNG Wireless	ANT 6 DUAL ELEMENT OMN ANTENNA	ANT 6 DUAL ELEMENT OMN ANTENNA	1 Month Warranty Wing	
ML-2452-HPA6X6-036	WiNG Wireless	ANT 6 PORT OMNI ANTENNA	ANT 6 PORT OMNI ANTENNA	1 Month Warranty Wing	
ML-2452-HPAG4A6-01	WiNG Wireless	ANTDP4.0DBI 2.4GHZ7.0DBI 5GHZ	ANTDP4.0DBI 2.4GHZ7.0DBI 5GHZ	1 Month Warranty Wing	
ML-2452-HPAG5A8-01	WiNG Wireless	ANTDP4.5DBI 2.4GHZ7.5DBI 5GHZ Ntype	ANTDP4.5DBI 2.4GHZ7.5DBI 5GHZ Ntype	1 Month Warranty Wing	
ML-2452-LAK1-01R	WiNG Wireless	2.4/5G LightArrest	2.4/5 GHz Lightning Arrestor (N Female to N Female) with N Male to RPSMA Male adapter	1 Month Warranty Wing	
ML-2452-LAK1-02R	WiNG Wireless	DUAL BAND LIGHTNING ARRESTOR	DUAL BAND LIGHTNING ARRESTOR	1 Month Warranty Wing	
ML-2452-PNA5-01R	WiNG Wireless	Antenna 25G5dBDIR	Antenna 2.4/5 GHz Outdoor Panel 5 dBi Beam Width EPlane 65 degrees HPlane 120 degrees Connector Type NMale	1 Month Warranty Wing	
ML-2452-PNA7-01R	WiNG Wireless	Antenna 25G7dBDIR	Antenna 2.4/5 GHz Outdoor Panel 7 dBi Beam Width EPlane 66	1 Month Warranty Wing	

			degrees HPlane 68 degrees Connector Type NMale		
ML-2452-PNL3M3-1	WiNG Wireless	DUALBAND DUAL POLARIZED SECTOR ANTENNA	DUALBAND DUAL POLARIZED SECTOR ANTENNA	1 Month Warranty Wing	
ML-2452-PNL6M3-N36	WiNG Wireless	ANT3 PORT DL PANEL 36 IN CBL NMALE	ANT3 PORT DUAL BAND PANEL ANTENNA WITH 36 INCH CABLE AND NMALE CONNECTOR	1 Month Warranty Wing	
ML-2452-PNL6M4-N36	WiNG Wireless	ANT NRW BEAM DIR36IN CBL NMALE CONN	DUAL POLARIZED DUAL BAND NARROW BEAM DIRECTIONAL ANTENNA WITH 36 INCH CABLE AND NMALE CONNECTOR	1 Month Warranty Wing	
ML-2452-PNL9M3-036	WiNG Wireless	ANT MIMO DUAL BAND SECTOR	ANT MIMO DUAL BAND SECTOR	1 Month Warranty Wing	
ML-2452-PNL9M3-N36	WiNG Wireless	ANT3 PORT DUAL BAND PANEL ANTENNA	ANT3 PORT DUAL BAND PANEL ANTENNA	1 Month Warranty Wing	
ML-2452-PTA2M2-036	WiNG Wireless	ANT 2 PORT DUAL BAND PATCH ANTENNA	ANT 2 PORT DUAL BAND PATCH ANTENNA	1 Month Warranty Wing	
ML-2452-PTA3M3-036	WiNG Wireless	AP7131 3 PORT MIMO ANTENNA 36IN PIGTAIL	AP7131 3 PORT MIMO ANTENNA 36IN PIGTAIL	1 Month Warranty Wing	
ML-2452-PTA4M3X3-1	WiNG Wireless	ANT802.11 ABGN 3X3 MIMO RFS4011	ANT802.11 ABGN 3X3 MIMO RFS4011	3 Month Warranty Wing	12/26/2020
ML-2452-PTA4M4-036	WiNG Wireless	ANTENNA PATCH4 DUAL ELEMENT INDOOR	ANTENNA PATCH4 DUAL ELEMENT INDOOR	1 Month Warranty Wing	
ML-2452-PTA6M6-036	WiNG Wireless	ANT 6 PORT PATCH ANTENNA	ANT 6 PORT PATCH ANTENNA	1 Month Warranty Wing	
ML-2452-PTA6X6-036	WiNG Wireless	ANT 6 PORT PATCH ANTENNA	ANT 6 PORT PATCH ANTENNA	1 Month Warranty Wing	
ML-2452-SEC6M3-N36	WiNG Wireless	ANT3 PORT DL SECTOR 36 IN CBL NMALE	ANT3 PORT DUAL BAND SECTOR ANTENNA WITH 36 INCH CABLE AND NMALE CONNECTOR	1 Month Warranty Wing	

ML-2452-SEC6M4-036	WiNG Wireless	ANT WIDE BEAM DIR36IN CBL RPSMAMALE	DUAL POLARIZED DUAL BAND WIDE BEAM DIRECTIONAL ANTENNA WITH 36 INCH CABLE AND RPSMAMALE CONNECTOR	1 Month Warranty Wing	
ML-2452-SEC6M4-N30	WiNG Wireless	ANT DUAL SECTOR WITH 30IN CBL N CONN	DUAL BAND SECTOR WITH 30 INCH CABLE AND N CONNECTORS	1 Month Warranty Wing	
ML-2452-SEC6M4-N36	WiNG Wireless	ANT WIDE BEAM DIR36IN CBL NMALE CONN	DUAL POLARIZED DUAL BAND WIDE BEAM DIRECTIONAL ANTENNA WITH 36 INCH CABLE AND NMALE CONNECTOR	1 Month Warranty Wing	
ML-2452-VMM3M3-036	WiNG Wireless	ANT 3 DUAL BAND ELEMENTS VMM ANTENNA	ANT 3 DUAL BAND ELEMENTS VMM ANTENNA	1 Month Warranty Wing	
ML-2452-VMM5M3-N72	WiNG Wireless	3 PORT DUAL BAND VMM ANTENNA	3 PORT DUAL BAND VMM ANTENNA	1 Month Warranty Wing	
ML-2499-7PNA2-01R	WiNG Wireless	ANT2.4GHZ7DBIINDOOR65 DEGREE PNL	ANT2.4GHZ7DBIINDOOR65 DEGREE PNL	3 Month Warranty Wing	12/31/2013
ML-2499-BYGA2-01R	WiNG Wireless	Antenna 2G14dBDir	Antenna 2.4 GHz Outdoor Type Yagi Gain (Net) 14.2dBi (13.9dBi) Beam Width EPlane 30 degrees HPlane 35 degrees Cable 12 inches Connector Type N Female	3 Month Warranty Wing	06/30/2020
ML-2499-FHPA5-01R	WiNG Wireless	Antenna 2G5dBOmni	Antenna 2.4 GHz Outdoor Type Dipole Array (Pipe) OmniDirectional 5 dBi Beam Width EPlane 25 degrees HPlane 360 degrees Connector type N Male	1 Month Warranty Wing	
ML-2499-FHPA9-01R	WiNG Wireless	Antenna 2G9dBOmni	Antenna 2.4 GHz Outdoor Type Dipole Array (Pipe) OmniDirectional 9 dBi Beam Width EPlane 14 degrees HPlane 360 degrees Connector type N Male	3 Month Warranty Wing	06/30/2020

ML-2499-HPA3-02R	WiNG Wireless	ANT 2.4GHZ 3.3DBI DIPOLE ANTENNA	ANT 2.4GHZ 3.3DBI DIPOLE ANTENNA	1 Month Warranty Wing	
ML-2499-HPA4-01	WiNG Wireless	ANTENNA OUTDOOR 4dBi 2.4GHZ	Outdoor Rated Type Dipole Gain 4dBi 2.4GHz Connector NMale	1 Month Warranty Wing	
ML-2499-HPA8-01	WiNG Wireless	ANTENNA OUTDOOR 8dBi 2.4GHZ	Environment Outdoor Rated Type Dipole Gain 8 dBi 2.4GHz Connector NMale	1 Month Warranty Wing	
ML-5299-APA1-01R	WiNG Wireless	ANT5.5 GHZ DP AJ2DBICBL 0SMARPF	ANT5.5 GHZ DP AJ2DBICBL 0SMARPF	1 Month Warranty Wing	
ML-5299-FHPA6-01R	WiNG Wireless	Antenna 5G6dBOmni	Antenna 5 GHz Outdoor Type Dipole Array (Pipe) Omnidirectional 6 dBi Beam Width EPlane 16 degrees HPlane 360 degrees NMale connector type	1 Month Warranty Wing	
ML-5299-HPA10-01	WiNG Wireless	ANTENNA OUTDOOR 10dBi 5GHZ	Environment Outdoor Rated Type Dipole Gain 10 dBi 5.0GHz4.9GHz Connector NMale	1 Month Warranty Wing	
ML-5299-HPA1-01R	WiNG Wireless	Antenna 5G5dBOmni	Antenna 5 GHz Outdoor Type Dipole Array (Pipe) Gain (Net) 5.9dBi (5dBi) Beam Width EPlane 17 degrees HPlane 360 degrees Cable 36 inches Connector RPSMA Male	1 Month Warranty Wing	
ML-5299-HPA5-01	WiNG Wireless	ANTENNA OUTDOOR5dBi 5GHZ	Outdoor Rated Type Dipole Gain 5dBi 5.0GHz Connector NMale	1 Month Warranty Wing	
ML-5299-WPNA1-01R	WiNG Wireless	Antenna 5G13dBDir	Antenna 5 GHz Outdoor Type Panel Gain (Net) 14.2dBi (13dBi) Beam Width EPlane 27 degrees HPlane 31 degrees Cable 36 inches Connector RPSMA Male	3 Month Warranty Wing	06/30/2020
MOD-8XXX-0001E-WW	WiNG Wireless	SENSOR MODULE AMBIENT ENVIRONMENT	SENSOR MODULE AMBIENT ENVIRONMENT	1 Month Warranty Wing	07/13/2022
MUX-CWDM-01	Modular Interfaces	CWDM MUX 4 CHANNEL OBAND		1 Year Warranty	05/30/2024

MUX-RACK-01	Modular Interfaces	RACK MOUNT PANEL 1U	RACK MOUNT PANEL, 1U	1 Year Warranty	12/31/2024
NIBI-32-FLTR	SRA	NETIRON XMR/MLX BIGIRON RX32 AIR FILT	NetIron XMR/MLX and BigIron RX32 air filters for 32slot chassis 2 filter kit	1 Year Warranty	
NIBI-32-PSFAN	SRA	32SLOT NETIRON XMR/MLX BIGIRON RX SPA	32Slot NetIron XMR/MLX and BigIron RX spare power supply fan (1 fan)	1 Year Warranty	
NI-CE2000-FAN	SRA	SPARE FAN TRAY FOR NI CER/CES SERIES	Spare fan tray for NetIron CES and NetIron CER Series	1 Year Warranty	
NI-CER-2024-ADVU	SRA	ADV SRVS PREM SW FOR NI CER 24PORT RTR	Advanced Services Premium upgrade for NetIron CER 2000 24port routers (NetIron CER 2024C NetIron CER 2024F)	1 Year Warranty	
NI-CER-2024-ADVU-SW	SRA	S/WPPADV SRVS PREM LIC CER 24PORT RTR	Advanced Services Premium software upgrade for NetIron CER 2000 24port routers (NetIron CER 2024C NetIron CER 2024F)	Software Warranty	
NI-CER-2048-ADVU-SW	SRA	S/WPPADV SRVS PREM LIC CER 48PORT RTR	Advanced Services Premium software upgrade for NetIron CER 2000 48port routers (NetIron CER 2048C NetIron CER 2048F NetIron CER 2048CX NetIron CER 2048FX)	Software Warranty	
NI-CES-2024-L3U-SW	SRA	S/WPPL3 PREM LIC CES 24PORT SWITCHES	Layer 3 Premium software upgrade for NetIron CES 2000 24port switches (NetIron CES 2024C NetIron CES 2024F)	Software Warranty	
NI-CES-2024-MEU-SW	SRA	S/WPPME PREM LIC CES 24PORT SWITCHES	Metro Edge Premium software upgrade for NetIron CES 2000 24port switches (NetIron CES 2024C NetIron CES 2024F)	Software Warranty	

NI-CES-2048-L3U-SW	SRA	S/WPPL3 PREM LIC CES 48PORT SWITCHES	Layer 3 Premium software upgrade for NetIron CES 2000 48port switches (NetIron CES 2048C NetIron CES 2048F NetIron CES 2048CX NetIron CES 2048FX)	Software Warranty	
NI-CES-2048-MEU-SW	SRA	S/WPPME PREM LIC CES 48PORT SWITCHES	Metro Edge Premium software upgrade for NetIron CES 2000 48port switches (NetIron CES 2048C NetIron CES 2048F NetIron CES 2048CX NetIron CES 2048FX)	Software Warranty	
NI-MLX-10GX8-M	SRA	NI MLX 8PORT 10GBE (M) SFPP MODULE	Brocade MLX Series eight (8)port 10GbE (M) module with IPv4/IPv6/MPLS hardware support requires SFPP optics. Supports 512K IPv4 routes in FIB. Requires high speed switch fabric modules	1 Year Warranty	
NI-X-16-8-HSF	SRA	MLX/XMR 16 8SLOT HI SPEED FABRIC MOD	MLXe/MLX/XMR high speed switch fabric module for 8slot and 16slot chassis	1 Year Warranty	
NI-X-16-FLTR	SRA	NI XMR/MLX 16SLOT AIR FILTER	NetIron XMR/MLX air filter for 16slot chassis	1 Year Warranty	
NI-X-32-HSF	SRA	NI MLXE/XMR/MLX HIGH SPEED SF32SL CHAS	MLXe/MLX/XMR high speed switch fabric module for 32slot chassis	1 Year Warranty	
NI-X-4-FLTR	SRA	NI XMR/MLX 4SLOT AIR FILTER	NetIron XMR/MLX air filter for 4slot chassis	1 Year Warranty	
NI-X-4-HSF	SRA	MLX/XMR 4SLOT HI SPEED FABRIC MOD	MLXe/MLX/XMR high speed switch fabric module for 4slot chassis	1 Year Warranty	
NI-X-8-FLTR	SRA	NI XMR/MLX 8SLOT AIR FILTER	NetIron XMR/MLX air filter for 8slot chassis	1 Year Warranty	
NI-X-IPNL	SRA	NETIRON XMR/MLX INTERFACE MODULE PANEL	NetIron XMR/MLX Series interface module blank panel	1 Year Warranty	
NI-X-MPNL	SRA	NETIRON XMR/MLX MANAGEMENT MODULE PANEL	NetIron XMR/MLX Series management module blank panel	1 Year Warranty	

NI-X-PWRPNL	SRA	NETIRON XMR/MLX POWER SUPPLY PANEL FOR 1	NetIron XMR/MLX power supply blank panel for 16 and 8slot chassis	1 Year Warranty	
NI-X-PWRPNL-A	SRA	NIXMR/MLX 4SLOT CHASSIS POWER SUPPLY B	NetIron XMR/MLX power supply blank panel for 4slot chassis	1 Year Warranty	
NI-X-SF1PNL	SRA	NIXMR/MLX 4SLOT CHASSIS SWITCH FABRIC	NetIron XMR/MLX switch fabric module blank panel for 4slot chassis	1 Year Warranty	
NI-X-SF3PNL	SRA	NETIRON XMR/MLX SWITCH FABRIC BLANK PANE	NetIron XMR/MLX switch fabric module blank panel for 16 and 8slot chassis	1 Year Warranty	
NMS-10	Network Management	NMS 10 DEVICES / 100 THIN APS	NMS 10 DEVICES / 100 THIN APS	Software Warranty	
NMS-100	Network Management	NMS 100 DEVICES / 1000 THIN APS	NMS 100 DEVICES / 1000 THIN APS	Software Warranty	
NMS-100-A100-UG	Network Management	LICENSE UPGRADE NMS100 TO NMSADV100	LICENSE UPGRADE NMS100 TO NMSADV100	Software Warranty	
NMS-100-UG	Network Management	UPGRADE NMS50 TO NMS100	UPGRADE NMS50 TO NMS100	Software Warranty	
NMS-10-A10-UG	Network Management	LICENSE UPGRADE NMS10 TO NMSADV10	LICENSE UPGRADE NMS10 TO NMSADV10	Software Warranty	
NMS-10-UG	Network Management	UPGRADE NMS5 TO NMS10	UPGRADE NMS5 TO NMS10	Software Warranty	
NMS-25	Network Management	NMS 25 DEVICES / 250 THIN APS	NMS 25 DEVICES / 250 THIN APS	Software Warranty	
NMS-250	Network Management	NMS 250 DEVICES / 2500 THIN APS	NMS 250 DEVICES / 2500 THIN APS	Software Warranty	
NMS-250-A250-UG	Network Management	LICENSE UPGRADE NMS250 TO NMSADV250	LICENSE UPGRADE NMS250 TO NMSADV250	Software Warranty	
NMS-250-UG	Network Management	UPGRADE NMS100 TO NMS250	UPGRADE NMS100 TO NMS250	Software Warranty	

NMS-25-A25-UG	Network Management	LICENSE UPGRADE NMS25 TO NMSADV25	LICENSE UPGRADE NMS25 TO NMSADV25	Software Warranty	
NMS-25-UG	Network Management	UPGRADE NMS10 TO NMS25	UPGRADE NMS10 TO NMS25	Software Warranty	
NMS-5	Network Management	NMS 5 DEVICES / 50 THIN APS	NMS 5 DEVICES / 50 THIN APS	Software Warranty	
NMS-50	Network Management	NMS 50 DEVICES / 500 THIN APS	NMS 50 DEVICES / 500 THIN APS	Software Warranty	
NMS-500	Network Management	NMS 500 DEVICES / 5000 THIN APS	NMS 500 DEVICES / 5000 THIN APS	Software Warranty	
NMS-500-A500-UG	Network Management	LICENSE UPGRADE NMS500 TO NMSADV500	LICENSE UPGRADE NMS500 TO NMSADV500	Software Warranty	
NMS-500-UG	Network Management	UPGRADE NMS250 TO NMS500	UPGRADE NMS250 TO NMS500	Software Warranty	
NMS-50-A50-UG	Network Management	LICENSE UPGRADE NMS50 TO NMSADV50	LICENSE UPGRADE NMS50 TO NMSADV50	Software Warranty	
NMS-50-UG	Network Management	UPGRADE NMS25 TO NMS50	UPGRADE NMS25 TO NMS50	Software Warranty	
NMS-5-A5-UG	Network Management	LICENSE UPGRADE NMS5 TO NMSADV5	LICENSE UPGRADE NMS5 TO NMSADV5	Software Warranty	
NMS-A-100-UG	Network Management	LICENSE UPG NMSADV50 TO NMSADV100	LICENSE UPGRADE NMSADV50 TO NMSADV10	Software Warranty	
NMS-A-10-UG	Network Management	LICENSE UPGRADE NMSADV5 TO NMSADV10	LICENSE UPGRADE NMSADV5 TO NMSADV10	Software Warranty	
NMS-A-250-UG	Network Management	LIC UPGRADE NMSADV100 TO NMSADV250	LIC UPGRADE NMSADV100 TO NMSADV250	Software Warranty	
NMS-A-25-UG	Network Management	LICENSE UPGRADE NMSADV10 TO NMSADV25	LICENSE UPGRADE NMSADV10 TO NMSADV25	Software Warranty	
NMS-A-500-UG	Network Management	LIC UPGRADE NMSADV250 TO NMSADV500	LIC UPGRADE NMSADV250 TO NMSADV500	Software Warranty	

NMS-A-50-UG	Network Management	LICENSE UPGRADE NMSADV25 TO NMSADV50	LICENSE UPGRADE NMSADV25 TO NMSADV50	Software Warranty	
NMS-ADV-10	Network Management	NMSADV 10 DEVICES/100 APS	NMSADV 10 DEVICES/100 APS	Software Warranty	
NMS-ADV-100	Network Management	NMSADV 100 DEVICES/1000 APS	NMSADV 100 DEVICES/1000 APS	Software Warranty	
NMS-ADV-25	Network Management	MSADV 25 DEVICES/250 APS	MSADV 25 DEVICES/250 APS	Software Warranty	
NMS-ADV-250	Network Management	NMSADV 250 DEVICES/2500 APS	NMSADV 250 DEVICES/2500 APS	Software Warranty	
NMS-ADV-5	Network Management	NMSADV 5 DEVICES/50 APS	NMSADV 5 DEVICES/50 APS	Software Warranty	
NMS-ADV-50	Network Management	NMSADV 50 DEVICES/500 APS	NMSADV 50 DEVICES/500 APS	Software Warranty	
NMS-ADV-500	Network Management	MSADV 500 DEVICES/5000 APS	MSADV 500 DEVICES/5000 APS	Software Warranty	
NMS-ADV-U	Network Management	NMSADV U DEVICES/U APS	NMSADV U DEVICES/U APS	Software Warranty	
NMS-A-U-UG	Network Management	LIC UPGRADE NMSADV500 TO NMSADVU	LIC UPGRADE NMSADV500 TO NMSADVU	Software Warranty	
NMS-B100-100-UG	Network Management	UPGRADE NMSBASE100 TO NMS100	UPGRADE NMSBASE100 TO NMS100	Software Warranty	
NMS-B-100-UG	Network Management	UPGRADE NMSBASE50 TO NMSBASE100	UPGRADE NMSBASE50 TO NMSBASE100	Software Warranty	
NMS-B10-10-UG	Network Management	UPGRADE NMSBASE10 TO NMS10	UPGRADE NMSBASE10 TO NMS10	Software Warranty	
NMS-B250-250-UG	Network Management	UPGRADE NMSBASE250 TO NMS250	UPGRADE NMSBASE250 TO NMS250	Software Warranty	
NMS-B-250-UG	Network Management	UPGRADE NMSBASE100 TO NMSBASE250	UPGRADE NMSBASE100 TO NMSBASE250	Software Warranty	

NMS-B25-25-UG	Network Management	UPGRADE NMSBASE25 TO NMS25	UPGRADE NMSBASE25 TO NMS25	Software Warranty	
NMS-B-25-UG	Network Management	UPGRADE NMSBASE10 TO NMSBASE25	UPGRADE NMSBASE10 TO NMSBASE25	Software Warranty	
NMS-B500-500-UG	Network Management	UPGRADE NMSBASE500 TO NMS500	UPGRADE NMSBASE500 TO NMS500	Software Warranty	
NMS-B-500-UG	Network Management	UPGRADE NMSBASE250 TO NMSBASE500	UPGRADE NMSBASE250 TO NMSBASE500	Software Warranty	
NMS-B50-50-UG	Network Management	UPGRADE NMSBASE50 TO NMS50	UPGRADE NMSBASE50 TO NMS50	Software Warranty	
NMS-B-50-UG	Network Management	UPGRADE NMSBASE25 TO NMSBASE50	UPGRADE NMSBASE25 TO NMSBASE50	Software Warranty	
NMS-BASE-10	Network Management	BASE NMS 10 DEVICES / 100 THIN APS	BASE NMS 10 DEVICES / 100 THIN APS	Software Warranty	
NMS-BASE-100	Network Management	BASE NMS 100 DEVICES / 1000 THIN APS	BASE NMS 100 DEVICES / 1000 THIN APS	Software Warranty	
NMS-BASE-25	Network Management	BASE NMS 25 DEVICES / 250 THIN APS	BASE NMS 25 DEVICES / 250 THIN APS	Software Warranty	
NMS-BASE-250	Network Management	BASE NMS 250 DEVICES / 2500 THIN APS	BASE NMS 250 DEVICES / 2500 THIN APS	Software Warranty	
NMS-BASE-50	Network Management	BASE NMS 50 DEVICES / 500 THIN APS	BASE NMS 50 DEVICES / 500 THIN APS	Software Warranty	
NMS-BASE-500	Network Management	BASE NMS 500 DEVICES / 5000 THIN APS	BASE NMS 500 DEVICES / 5000 THIN APS	Software Warranty	
NMS-BASE-U	Network Management	BASE NMS U DEVICES / U THIN APS	BASE NMS U DEVICES / U THIN APS	Software Warranty	
NMS-B-U-UG	Network Management	UPGRADE NMSBASE500 TO NMSBASEU	UPGRADE NMSBASE500 TO NMSBASEU	Software Warranty	
NMS-BU-U-UG	Network Management	UPGRADE NMSBASEU TO NMSU	UPGRADE NMSBASEU TO NMSU	Software Warranty	

NMS-K-12	Network Management	NETSIGHT FOR K12	NETSIGHT FOR K12	Software Warranty	
NMS-U	Network Management	NMS U DEVICES / U THIN APS	NMS U DEVICES / U THIN APS	Software Warranty	
NMS-U-AU-UG	Network Management	LICENSE UPGRADE FROM NMSU TO NMSADVU	LICENSE UPGRADE FROM NMSU TO NMSADVU	Software Warranty	
NMS-U-UG	Network Management	UPGRADE NMS500 TO NMSU	UPGRADE NMS500 TO NMSU	Software Warranty	
NS-A-20	Network Management	NETSIGHT APPLIANCE REQUIRES LICENSE	NETSIGHT APPLIANCE REQUIRES LICENSE	1 Year Warranty	12/29/2022
NS-USER	Network Management	NETSIGHT ADDITIONAL CONCURRENT CLIENT	NETSIGHT ADDITIONAL CONCURRENT CLIENT	Software Warranty	03/30/2020
NX-4500-AP-12	WiNG Wireless	NX4500 TIERED AP LICENSE (COUNT 12)	NX4500 TIERED AP LICENSE (COUNT 12)	Software Warranty	
NX-4500-AP-24	WiNG Wireless	NX4500 TIERED AP LICENSE (COUNT 24)	NX4500 TIERED AP LICENSE (COUNT 24)	Software Warranty	
NX-4500-AP-48	WiNG Wireless	NX4500 TIERED AP LICENSE (COUNT 48)	NX4500 TIERED AP LICENSE (COUNT 48)	Software Warranty	
NX-4500-CACH-LIC	WiNG Wireless	LICENSECONTENT CACHE FOR NX45XX	LICENSECONTENT CACHE FOR NX45XX	Software Warranty	
NX-5500-100R0-WR	WiNG Wireless	NX5500 SERVICES PLATFORM	NX5500 SERVICES PLATFORM	1 Year Warranty Wing	
NX-5500-ADP-128	WiNG Wireless	LICENSE128X AP LICENSE PACK FOR NX5500	LICENSE128X AP LICENSE PACK FOR NX5500	Software Warranty	
NX-5500-ADP-16	WiNG Wireless	LICENSE16X AP LICENSE PACK FOR NX5500	LICENSE16X AP LICENSE PACK FOR NX5500	Software Warranty	
NX-5500-ADP-64	WiNG Wireless	LICENSE64X AP LICENSE PACK FOR NX5500	LICENSE64X AP LICENSE PACK FOR NX5500	Software Warranty	
NX5500E-100R0-APME	WiNG Wireless	NX5500E EXPRSS MANAGERS PLATFORM APAC	NX5500E EXPRESS MANAGERS PLATFORM APAC REGION	1 Year Warranty Wing	04/17/2023
NX-5500E-100R0-WR	WiNG Wireless	EXPRESS MANAGER PLATFORM	EXPRESS MANAGER PLATFORM	1 Year Warranty Wing	04/17/2023

NX-6500-AP-12	WiNG Wireless	NX6500 TIERED AP LICENSE (COUNT 12)	NX6500 TIERED AP LICENSE (COUNT 12)	Software Warranty	
NX-6500-AP-24	WiNG Wireless	NX6500 TIERED AP LICENSE (COUNT 24)	NX6500 TIERED AP LICENSE (COUNT 24)	Software Warranty	
NX-6500-AP-48	WiNG Wireless	NX6500 TIERED AP LICENSE (COUNT 48)	NX6500 TIERED AP LICENSE (COUNT 48)	Software Warranty	
NX-6500-CACH-LIC	WiNG Wireless	LICENSECONTENT CACHE FOR NX65XX	LICENSECONTENT CACHE FOR NX65XX	Software Warranty	
NX-7500-10G-NMC	WiNG Wireless	NX 7500 2PORT 10G SFP+ NMC MODULE	NX 7500 2PORT 10G SFP+ NMC MODULE	1 Year Warranty Wing	
NX-7500-1G-NMC	WiNG Wireless	NX 7500 4PORT 1G SFP NMC MODULE	NX 7500 4PORT 1G SFP NMC MODULE	1 Year Warranty Wing	
NX-7500-AC-PSU	WiNG Wireless	NX 7500 AC POWER SUPPLY	NX 7500 AC POWER SUPPLY	1 Year Warranty Wing	
NX-7500-ADP-1024	WiNG Wireless	LICENSENX 7500 1024 PACK ADAPTIVE AP	LICENSENX 7500 1024 PACK ADAPTIVE AP	Software Warranty	
NX-7500-ADP-256	WiNG Wireless	LICENSENX 7500 256 PACK ADAPTIVE AP	LICENSENX 7500 256 PACK ADAPTIVE AP	Software Warranty	
NX-7500-ADP-64	WiNG Wireless	LICENSENX 7500 64 PACK ADAPTIVE AP	LICENSENX 7500 64 PACK ADAPTIVE AP	Software Warranty	
NX-7500-ADP-8	WiNG Wireless	LICENSENX 7500 8 PACK ADAPTIVE AP	LICENSENX 7500 8 PACK ADAPTIVE AP	Software Warranty	
NX-7500-ADSEC-LIC	WiNG Wireless	LICENSENX 7500 ADVANCED SECURITY	LICENSENX 7500 ADVANCED SECURITY	Software Warranty	
NX-7500-DC-PSU	WiNG Wireless	NX 7500 DC POWER SUPPLY	NX 7500 DC POWER SUPPLY	1 Year Warranty Wing	
NX-7500-HD-500GB	WiNG Wireless	NX 7530 500GB SPARE HARD DRIVE	NX 7530 500GB SPARE HARD DRIVE	1 Year Warranty Wing	
NX-7500-RAIL	WiNG Wireless	NX 7500 MOUNTING KIT SLIDING RAILS	NX 7500 MOUNTING KIT SLIDING RAILS	1 Month Warranty Wing	
NX-7500-SFP-LX	WiNG Wireless	NX 7500 1GBPS LONG RANGE SFP XCVR	NX 7500 1GBPS LONG RANGE SFP XCVR	1 Year Warranty Wing	
NX-7500-SFPPL-LX	WiNG Wireless	NX 7500 10GBPS LONG RANGE SFP+ XCVR	NX 7500 10GBPS LONG RANGE SFP+ XCVR	1 Year Warranty Wing	
NX-7500-SFPPL-SX	WiNG Wireless	NX 7500 10GBPS SHORT RANGE SFP+ XCVR	NX 7500 10GBPS SHORT RANGE SFP+ XCVR	1 Year Warranty Wing	

NX-7500-SFP-SX	WiNG Wireless	NX 7500 1GBPS SHORT RANGE SFP XCVR	NX 7500 1GBPS SHORT RANGE SFP XCVR	1 Year Warranty Wing	
NX-7510-100R0-WR	WiNG Wireless	NX 7510 INTEGRATED SVC PLATFORM	NX 7510 INTEGRATED SVC PLATFORM	1 Year Warranty Wing	
NX7510E-100R0-APME	WiNG Wireless	NX 7510E EXPRESS MANAGER PLATFORM APAC	NX 7510E EXPRESS MANAGER PLATFORM APAC REGION	1 Year Warranty Wing	04/17/2023
NX-7510E-100R0-WR	WiNG Wireless	NX 7510E EXPRESS MANAGER PLATFORM	NX 7510E EXPRESS MANAGER PLATFORM	1 Year Warranty Wing	04/17/2023
NX-7520-100R0-WR	WiNG Wireless	NX 7520 INTEGRATED SVC PLATFORM	NX 7520 INTEGRATED SVC PLATFORM	1 Year Warranty Wing	
NX-7530-100R0-WR	WiNG Wireless	NX 7530 INTEGRATED SVC PLATFORM	NX 7530 INTEGRATED SVC PLATFORM	1 Year Warranty Wing	
NX-9000-1024LIC-WR	WiNG Wireless	LICENSE1024 ADP AP FOR NX 9000	LICENSE1024 ADP AP FOR NX 9000	Software Warranty	
NX-9000-128LIC-WR	WiNG Wireless	LICENSE128 ADP AP FOR NX 9000	LICENSE128 ADP AP FOR NX 9000	Software Warranty	
NX-9000-8LIC-WR	WiNG Wireless	LICENSE8 PACK FOR NX 95XX	LICENSE8 PACK FOR NX 95XX	Software Warranty	
NX-9000-ADVSEC-LIC	WiNG Wireless	LICENSEADVANCED SECURITY FOR NX 9000	LICENSEADVANCED SECURITY FOR NX 9000	Software Warranty	
NX-9600-100AD-WR	WiNG Wireless	NX 9600 AirDefense Appliance	NX 9600 AirDefense Appliance. Must purchase platform license SPSWSVP1 with this controller.	1 Year Warranty Wing	
NX-9600-100R0-WR	WiNG Wireless	NX 9600 INTEGRATED SERVICES PLATFORM	NX 9600 INTEGRATED SERVICES PLATFORM	1 Year Warranty Wing	
NX-9600-HD-ACC	WiNG Wireless	NX 9600 HARD DRIVE (2TB) ACCESSORY	NX 9600 HARD DRIVE (2TB) ACCESSORY	1 Year Warranty Wing	
NX-9600-PSU-ACC	WiNG Wireless	NX 9600 POWER SUPPLY ACCESSORY	NX 9600 POWER SUPPLY ACCESSORY	1 Year Warranty Wing	
NX-9610-100R0-WR	WiNG Wireless	NX 9610 INTEGRATED SERVICES PLATFORM	NX 9610 INTEGRATED SERVICES PLATFORM	1 Year Warranty Wing	

NX9-NSIGHT-1	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 1 AP	NX9XXX NSIGHT PERPETUAL LICENSE FOR 1 AP	Software Warranty	
NX9-NSIGHT-1024	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 1024 APS	NX9XXX NSIGHT PERPETUAL LICENSE FOR 1024 APS	Software Warranty	
NX9-NSIGHT-16	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 16 APS	NX9XXX NSIGHT PERPETUAL LICENSE FOR 16 APS	Software Warranty	
NX9-NSIGHT-2048	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 2048 APS	NX9XXX NSIGHT PERPETUAL LICENSE FOR 2048 APS	Software Warranty	
NX9-NSIGHT-256	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 256 APS	NX9XXX NSIGHT PERPETUAL LICENSE FOR 256 APS	Software Warranty	
NX9-NSIGHT-64	WiNG Wireless	NX9XXX NSIGHT PERP LIC FOR 64 APS	NX9XXX NSIGHT PERPETUAL LICENSE FOR 64 APS	Software Warranty	
PD-3501G-ENT	WiNG Wireless	SINGLE PORT 802.3AF MIDSPAN DEVICE	SINGLE PORT 802.3AF MIDSPAN DEVICE	1 Year Warranty	
PD-9001GO-ENT	WiNG Wireless	OUTDOOR 802.3AT POE SINGLE PORT MIDSPAN	OUTDOOR 802.3AT POE SINGLE PORT MIDSPAN	1 Year Warranty	
PD-9001GR-ENT	WiNG Wireless	SINGLE PORT 802.3AT COMPLIANT MIDSPAN	SINGLE PORT 802.3AT COMPLIANT MIDSPAN	1 Year Warranty	
PD-9501GO-ENT	WiNG Wireless	SINGLE PORT 802.3AT PLUS OUTDOOR MIDSPAN	SINGLE PORT 802.3AT PLUS OUTDOOR MIDSPAN	1 Year Warranty	
PD-MBKOUT	WiNG Wireless	MOUNTING BRACKET FOR OUTDOOR MIDSPANS	MOUNTING BRACKET FOR OUTDOOR MIDSPANS	1 Year Warranty	
PV-50K-SYS	AppID	EA SYS 50K FPM HW DEPL	EXTREME ANALYTICS system Application management for 50K Flows/Minute using analytics engine	1 Year Warranty	01/21/2025
PV-50K-SYS-2	AppID	EA SYS 50K FPM HW W/PAS	EXTREME ANALYTICS SYS 50K FPM HW W/PAS	1 Year Warranty	
PV-A-300	AppID	EA APPLIANCE (HARDWARE ONLY)	EXTREME ANALYTICS APPLIANCE (HARDWARE ONLY)	1 Year Warranty	12/29/2022
PV-A-300-10G-UG	AppID	10G INTERFACE UPGRADE FOR PVA305	10G INTERFACE UPGRADE FOR PV-A-300	1 Year Warranty	

PV-FC-180	AppID	EA APP SENSOR 4 SFP+ PORTS	EXTREME ANALYTICS APP SENSOR 4 SFP+ PORTS	1 Year Warranty	
PV-FC-180-G	AppID	TAA Purview Application Sensor w/ 2 PSB	PURVIEW APP SENSOR, 4 SFP+ PORTS(TAA)	1 Year Warranty	01/15/2025
PV-FPM-100K	AppID	EA LICENSE 100K FPM	EXTREME ANALYTICS LICENSE 100K FPM	Software Warranty	
PV-FPM-1M	AppID	EA LICENSE 1M FPM	EXTREME ANALYTICS LICENSE 1M FPM	Software Warranty	
PV-FPM-3M	AppID	EA LICENSE FOR 3M FPM	EXTREME ANALYTICS LICENSE FOR 3M FPM	Software Warranty	
PV-FPM-500K	AppID	EA LICENSE 500K FPM	EXTREME ANALYTICS LICENSE 500K FPM	Software Warranty	
PV-FPM-50K	AppID	EA LICENSE 50K FPM	EXTREME ANALYTICS LICENSE 50K FPM	Software Warranty	
PV-V50K-SYS	AppID	EA SYS 50K FPM VIRT DEPL	EXTREME ANALYTICS system Application management for 50K Flows/Minute using virtual analytics engine	1 Year Warranty	01/21/2025
PV-V-50K-SYS-2	AppID	EA SYS 50K FPM VIRT W/PAS	EXTREME ANALYTICS SYS 50K FPM VIRT W/PAS	1 Year Warranty	
PWR-BGA48V120W0WW	WiNG Wireless	PWR SUPPLY 100240VAC 48VDC 2.5A	POWER SUPPLY INFRASTRUCTUREPOWER BRICKACDC2.5 A 48VDC 120W	1 Month Warranty Wing	
PWR-BGA48V45W0WW	WiNG Wireless	PS ACDC0.93 A 45W INFRASTRUCTURE	POWER SUPPLY ADAPTORPOWER BRICKACDC0.93 APOWER SUPPLY INFRASTRUCTUREPOWER BRICKACDC0.9375 A 45W	1 Month Warranty Wing	
QSFP-SFPP-ADPT	Modular Interfaces	10GB QSFP+SFP+ ADAPTOR	10GB, QSFP+-SFP+ ADAPTOR	1 Year Warranty	
RAN4054A	WiNG Wireless	ANTENNA OUTDOOR 8 dBi 2.4GHZ	Environment Outdoor Rated Down tilt Type Dipole Gain 8 dBi 2.4GHz Connector NMale	1 Year Warranty	06/30/2020
RFS-4000-12ADP-LIC	WiNG Wireless	LICENSE12 ADAPTIVE FOR RFS4000	LICENSE12 ADAPTIVE FOR RFS4000	Software Warranty	
RFS-4000-24ADP-LIC	WiNG Wireless	LICENSE24 ADAPTIVE FOR RFS4000	LICENSE24 ADAPTIVE FOR RFS4000	Software Warranty	

RFS-4000-48ADP-LIC	WiNG Wireless	LICENSE48 ADAPTIVE FOR RFS4000	LICENSE48 ADAPTIVE FOR RFS4000	Software Warranty	
RFS-4000-6ADP-LIC	WiNG Wireless	LICENSE RFS4000 SERIES 6 ADP	LICENSE RFS4000 SERIES 6 ADP	Software Warranty	
RFS-4010-00010-WR	WiNG Wireless	RFS4000W/ INT.POE+PS	RFS4000W/ INT.POE+PS	1 Year Warranty Wing	
RFS-4010-00010-ZUS	WiNG Wireless	RFS4000W/ INT.POE+PS	RFS4000W/ INT.POE+PS	1 Year Warranty Wing	07/17/2023
RFS-4010-MTKT1U-WR	WiNG Wireless	RACK MOUNT TRAY 1U RFS4010	RACK MOUNT TRAY 1U RFS4010	1 Month Warranty Wing	
RFS-4011-MTKT2U-WR	WiNG Wireless	Summit WM3411 Rack Mount Kit	Summit WM3411 Rack Mount Kit	1 Year Warranty	06/30/2020
RFS-6010-100R0-WR	WiNG Wireless	KIT SWITCH RFS6010 WITH ZERO PORTS	KIT SWITCH RFS6010 WITH ZERO PORTS	1 Year Warranty Wing	06/21/2021
RFS-6010-ADP-128	WiNG Wireless	LICENSE ADAPTIVE AP 128 PORTRFS6000	LICENSE ADAPTIVE AP 128 PORTRFS6000	Software Warranty	
RFS-6010-ADP-16	WiNG Wireless	LICENSE ADAPTIVE AP 16 PORTRFS6000	LICENSE ADAPTIVE AP 16 PORTRFS6000	Software Warranty	
RFS-6010-ADP-256	WiNG Wireless	LICENSE ADAPTIVE AP 256 PORTRFS6000	LICENSE ADAPTIVE AP 256 PORTRFS6000	Software Warranty	
RFS-6010-ADSEC-LIC	WiNG Wireless	LICENSE ADVANCED SECURITYRFS6000	LICENSE ADVANCED SECURITYRFS6000	Software Warranty	
RFS-6010-UC-08-WWR	WiNG Wireless	LICENSE 8 PORTRFS6000 SERIES	LICENSE 8 PORTRFS6000 SERIES	Software Warranty	
RFS-7010-ADP-1024	WiNG Wireless	LICENSE ADAPTIVE AP 1024 PORTRFS7000	LICENSE ADAPTIVE AP 1024 PORTRFS7000	Software Warranty	
RFS-7010-ADP-512	WiNG Wireless	LICENSE ADAPTIVE AP 512 PORTRFS7000	LICENSE ADAPTIVE AP 512 PORTRFS7000	Software Warranty	
RFS-7010-ADP-64	WiNG Wireless	LICENSE ADAPTIVE AP 64 PORTRFS7000	LICENSE ADAPTIVE AP 64 PORTRFS7000	Software Warranty	
RFS-7010-ADSEC-LIC	WiNG Wireless	LICENSE ADVANCED SECURITYRFS7000	LICENSE ADVANCED SECURITYRFS7000	Software Warranty	
RFS-7010-UC-16-WR	WiNG Wireless	UPGRADE CERT 16 PORTRFS7000 SERIE	UPGRADE CERT 16 PORTRFS7000 SERIE	Software Warranty	
RMK-4POST-MLXE-32	SRA	RACK MOUNT KIT FOR 32SLOT SYSTEMS	MLXE32 RACK MOUNT KIT FOR A 4POST RACK (FLUSH MOUNT INSTALLATION)	1 Year Warranty	

RMK-CAB-CTO-MLXE-32	SRA	FRU MLXE32 4POST RACK KIT CTO	MLXe32 4Post Rack Kit Custom Federal Rack/Cabinet (CTO).	1 Year Warranty	
RMK-CAB-MLXE-16	SRA	MLXE16 MOUNT KIT CABINET/4 POST RACK	MLXE16 MOUNT KIT For MLXe16 installation in a Cabinet or a 4 post Rack. Includes a Cable Management Comb for cable management	1 Year Warranty	
RMK-CAB-MLXE-32	SRA	MLXE32 RACK MOUNT KIT FOR INSTL IN CAB	MLXE32 RACK MOUNT KIT FOR INSTALLATION IN CABINET (RECESS KIT)	1 Year Warranty	
RMK-CAB-MLXE-4	SRA	MLXE4 MOUNT KIT CABINET/4 POST RACK	MLXE4 MOUNT KIT For MLXe4 installation in a Cabinet or a 4 post Rack	1 Year Warranty	
RMK-CAB-MLXE-8	SRA	MLXE8 MOUNT KIT CABINET/4 POST RACK	MLXE8 MOUNT KIT For MLXe8 installation in a Cabinet or a 4 post Rack	1 Year Warranty	
RMK-NI-X-32	SRA	RACK MOUNT KIT FOR 32SLOT SYSTEMS	MLXe32 / MLX32/ XMR32000 Rack Mount Kit for installation in a standard 2 post rack	1 Year Warranty	
RPS9	SRA	500W AC PWR SUPPLY FOR NI CER/CES SERIES	500W AC Power supply for NetIron CES NetIron CER and ServerIron ADX 1000 Series	1 Year Warranty	
RPS9DC	SRA	500W DC PWR SUPPLY FOR NI CER/CES SERIES	500W DC Power supply for NetIron CES NetIron CER and and ServerIron ADX 1000 Series	1 Year Warranty	
RPS9DC-I	SRA	RPS9DCIEXHAUST	500W DC Power Supply with supply side intake airflow	No Warranty	
S1-CHASSIS-A	Modular L3 Switching	SSERIES S1 CHASSIS A WITH FANS	SSERIES S1 CHASSIS A WITH FANS	1 Year Warranty	04/30/2024
S1-EOS-USER	Modular L3 Switching	S1/S1A USER CAPACITY LICENSE UPGRADE	S1/S1A USER CAPACITY LICENSE UPGRADE	Software Warranty	04/30/2024
S1-EOS-VSB	Modular L3 Switching	S1 VIRTUAL SWITCH BONDING LICENSE	S1 VIRTUAL SWITCH BONDING LICENSE	Software Warranty	04/30/2024

S1-FAN-A	Modular L3 Switching	S1 A FAN TRAY	S1 A FAN TRAY	1 Year Warranty	04/30/2024
S1-MOUNT-KIT	Modular L3 Switching	S1 MOUNTING KIT		1 Year Warranty	04/30/2024
S1-S150-10G-BUN	Modular L3 Switching	S1 CHASSIS 16PORTS SFP+ BUNDLE WITH S150		1 Year Warranty	12/31/2019
S3-108SFP-BUN	Modular L3 Switching	S3 S130 108 PORT SFP BUNDLE		1 Year Warranty	12/31/2019
S3-CHASSIS-A	Modular L3 Switching	SSERIES S3 CHASSIS/FANTRAY	SSERIES S3 CHASSIS/FANTRAY	1 Year Warranty	04/30/2024
S3-CHASSIS-POEA	Modular L3 Switching	S3 CHASSISA AND 4 BAY POE SHELF	S3 CHASSISA AND 4 BAY POE SHELF	1 Year Warranty	04/30/2024
S3-MIDMOUNT-KIT	Modular L3 Switching	S3MIDMOUNTKIT		1 Year Warranty	04/30/2024
S3-POE-4BAY-UGK	Modular L3 Switching	S3 4 BAY POE UPGRADE KIT		1 Year Warranty	04/30/2024
S4-64SFPP-BUN	Modular L3 Switching	S4 64 PORTS SFP+		1 Year Warranty	12/31/2019
S4-CHASSIS	Modular L3 Switching	SSERIES S4 CHASSIS/FANTRAY	SSERIES S4 CHASSIS/FANTRAY	1 Year Warranty	04/30/2024
S4-CHASSIS-POE4	Modular L3 Switching	SSERIES S4 AND 4 BAY POE CHASSIS	SSERIES S4 AND 4 BAY POE CHASSIS	1 Year Warranty	04/30/2024
S4-MIDMOUNT-KIT	Modular L3 Switching	S4MIDMOUNTKIT		1 Year Warranty	04/30/2024
S4-POE-4BAY-UGK	Modular L3 Switching	S4 4 BAY POE UPGRADE KIT		1 Year Warranty	04/30/2024
S6-96SFPP-BUN	Modular L3 Switching	S6 96 P0RTS SFP+		1 Year Warranty	12/31/2019
S6-CHASSIS	Modular L3 Switching	S6 CHASSIS W S6 FANS	S6 CHASSIS W S6 FANS	1 Year Warranty	04/30/2024

S6-CHASSIS-POE4	Modular L3 Switching	SSERIES S6 AND 4 BAY POE CHASSIS	SSERIES S6 AND 4 BAY POE CHASSIS	1 Year Warranty	04/30/2024
S6-FAN	Modular L3 Switching	S6FAN		1 Year Warranty	04/30/2024
S6-MIDMOUNT-KIT	Modular L3 Switching	S6MIDMOUNTKIT		1 Year Warranty	04/30/2024
S8-348TRPL-BUN	Modular L3 Switching	S8POE4 348 PORT TRIPLE SPEED BUNDLE		1 Year Warranty	12/31/2019
S8-CHASSIS	Modular L3 Switching	SSERIES S8 CHASSIS/FANTRAYS	SSERIES S8 CHASSIS/FANTRAYS	1 Year Warranty	04/30/2024
S8-CHASSIS-POE4	Modular L3 Switching	SSERIES S8 AND 4 BAY POE CHASSIS	SSERIES S8 AND 4 BAY POE CHASSIS	1 Year Warranty	04/30/2024
S8-CHASSIS-POE8	Modular L3 Switching	SSERIES S8 AND 8 BAY POE CHASSIS	SSERIES S8 AND 8 BAY POE CHASSIS	1 Year Warranty	04/30/2024
S8-MIDMOUNT-KIT	Modular L3 Switching	S8MIDMOUNTKIT		1 Year Warranty	04/30/2024
S8-POE-4BAY-UGK	Modular L3 Switching	S8 4 BAY POE UPGRADE KIT		1 Year Warranty	04/30/2024
S8-POE-8BAY-UGK	Modular L3 Switching	S8 8 BAY POE UPGRADE KIT		1 Year Warranty	04/30/2024
S-AC-PS	Modular L3 Switching	SSERIES AC POWER SUPPLY S3/S4/S8		1 Year Warranty	04/30/2024
S-AC-PS-15A	Modular L3 Switching	15 AMP S POWER SUPPLY		1 Year Warranty	04/30/2024
S-AC-PS-G	Modular L3 Switching	SSERIES AC POWER SUPPLY S3/S4/S6/S8 TAA		1 Year Warranty	04/30/2024
S-DC-PS	Modular L3 Switching	SSERIES DC POWER SUPPLY S3/S4/S8		1 Year Warranty	04/30/2024
S-EOS-FLOW	Modular L3 Switching	SSERIES FLOW CAPACITY LICENSE	SSERIES FLOW CAPACITY LICENSE	Software Warranty	

S-EOS-KMACSEC	Modular L3 Switching	SSERIES KMACSEC LICENSE		Software Warranty	04/30/2024
S-EOS-L3-S130	Modular L3 Switching	S130 CLASS ROUTING LICENSE	S130 CLASS ROUTING LICENSE	Software Warranty	04/30/2024
S-EOS-L3-S150	Modular L3 Switching	S150 CLASS ROUTING LICENSE	S150 CLASS ROUTING LICENSE	Software Warranty	04/30/2024
S-EOS-MACSEC	Modular L3 Switching	SSERIES MACSEC LICENSE	SSERIES MACSEC LICENSE	Software Warranty	04/30/2024
S-EOS-PPC	Modular L3 Switching	PORT USER CAPACITY LICENSE	PORT USER CAPACITY LICENSE	Software Warranty	04/30/2024
S-EOS-VSB	Modular L3 Switching	VIRTUAL SWITCH BONDING CHASSIS LICENSE	VIRTUAL SWITCH BONDING CHASSIS LICENSE	Software Warranty	04/30/2024
S-FAN	Modular L3 Switching	SSERIES FAN TRAY S3/S4/S8		1 Year Warranty	04/30/2024
SG1201-0848	Modular L3 Switching	SIOM 48 PORT SFP W2 OPTIONSLOTS	SIOM 48 PORT SFP W2 OPTIONSLOTS	1 Year Warranty	12/31/2019
SG1201-0848-F6	Modular L3 Switching	SI/OFAB 48 PORT SFP W2 OPSLOTS	SI/OFAB 48 PORT SFP W2 OPSLOTS	1 Year Warranty	12/31/2019
SG2201-0848	Modular L3 Switching	S140 48PORT SFP IO	S140 48PORT SFP IO	1 Year Warranty	04/30/2024
SG2201-0848G	Modular L3 Switching	S140 48PORT SFP IO (TAA)	S140 48PORT SFP IO (TAA)	1 Year Warranty	04/30/2024
SG4101-0248	Modular L3 Switching	SIOM 48 PORT SFP W1 OPTION SLOT	SIOM 48 PORT SFP W1 OPTION SLOT	1 Year Warranty	04/30/2024
SG4101-0248G	Modular L3 Switching	SIOM 48 PORT SFP W1 OPTION SLOT (TAA)	SIOM 48 PORT SFP W1 OPTION SLOT (TAA)	1 Year Warranty	04/30/2024
SG5201-0848-F6	Modular L3 Switching	S155 CLASS I/O FABRIC 48 PORTS SFP +2 OM	S155 CLASS I/O FABRIC 48 PORTS SFP +2 OM	1 Year Warranty	12/31/2019
SG8201-0848-F8	Modular L3 Switching	S180 48PORT SFP FABRIC	S180 48PORT SFP FABRIC	1 Year Warranty	04/30/2024

SG8201-0848-F8G	Modular L3 Switching	S180 48PORT SFP FABRIC (TAA)	S180 48PORT SFP FABRIC (TAA)	1 Year Warranty	04/30/2024
SGL2001-0850	Modular L3 Switching	48 PORTS SFP 2 PORTS QSFP+ S140 I/O	48 PORTS SFP 2 PORTS QSFP+ S140 I/O	1 Year Warranty	04/30/2024
SGL2001-0850G	Modular L3 Switching	48 PORT SFP2 PORTS QSFP+S140 I/O(TAA)	48 PORT SFP2 PORTS QSFP+S140 I/O(TAA)	1 Year Warranty	04/30/2024
SK1008-0816	Modular L3 Switching	SIOM 16 PORTS SFP PLUS	SIOM 16 PORTS SFP PLUS	1 Year Warranty	12/31/2019
SK1208-0808-F6	Modular L3 Switching	SI/OFAB 8 SFP+ PORTS W2 OPSLOTS	SI/OFAB 8 SFP+ PORTS W2 OPSLOTS	1 Year Warranty	12/31/2019
SK2008-0832	Modular L3 Switching	S140 32PORT SFPP IO	S140 32PORT SFPP IO	1 Year Warranty	04/30/2024
SK2008-0832G	Modular L3 Switching	S140 32PORT SFPP IO (TAA)	S140 32PORT SFPP IO (TAA)	1 Year Warranty	04/30/2024
SK2009-0824	Modular L3 Switching	S140 24PORT 10GBT IO	S140 24PORT 10GBT IO	1 Year Warranty	04/30/2024
SK2009-0824G	Modular L3 Switching	S140 24PORT 10GBT IO (TAA)	S140 24PORT 10GBT IO (TAA)	1 Year Warranty	04/30/2024
SK5208-0808-F6	Modular L3 Switching	155 CLASS I/O FABRIC 8 PORTS 10GB + 2OM	155 CLASS I/O FABRIC 8 PORTS 10GB + 2OM	1 Year Warranty	12/31/2019
SK8008-1224	Modular L3 Switching	S180 24PORT SFPP IO	S180 24PORT SFPP IO	1 Year Warranty	04/30/2024
SK8008-1224-F8	Modular L3 Switching	S180 24PORT SFPP FABRIC	S180 24PORT SFPP FABRIC	1 Year Warranty	04/30/2024
SK8008-1224-F8G	Modular L3 Switching	S180 24PORT SFPP FABRIC (TAA)	S180 24PORT SFPP FABRIC (TAA)	1 Year Warranty	04/30/2024
SK8008-1224G	Modular L3 Switching	S180 24PORT SFPP IO (TAA)	S180 24PORT SFPP IO (TAA)	1 Year Warranty	04/30/2024
SK8009-1224	Modular L3 Switching	S180 24PORT 10GBT IO	S180 24PORT 10GBT IO	1 Year Warranty	04/30/2024

SK8009-1224-F8	Modular L3 Switching	S180 24PORT 10GBT FABRIC	S180 24PORT 10GBT FABRIC	1 Year Warranty	04/30/2024
SK8009-1224-F8G	Modular L3 Switching	S180 24PORT 10GBT FABRIC (TAA)	S180 24PORT 10GBT FABRIC (TAA)	1 Year Warranty	04/30/2024
SK8009-1224G	Modular L3 Switching	S180 24PORT 10GBT IO (TAA)	S180 24PORT 10GBT IO (TAA)	1 Year Warranty	04/30/2024
SK8208-0808-F8	Modular L3 Switching	8 PORTS SFP+ S180 FABRIC WITH 2 OP MOD	8 PORTS SFP+ S180 FABRIC WITH 2 OP MOD	1 Year Warranty	04/30/2024
SK8208-0808-F8G	Modular L3 Switching	8 PORTS SFP+ S180 FABRIC W/2 OP MOD(TAA)	8 PORTS SFP+ S180 FABRIC W/2 OP MOD(TAA)	1 Year Warranty	12/19/2023
SKL8008-0810-F8	Modular L3 Switching	8 PORTS SFP+ 2 PORTS QSFP+ S180 FABRIC	8 PORTS SFP+ 2 PORTS QSFP+ S180 FABRIC	1 Year Warranty	12/19/2023
SKL8008-0810-F8G	Modular L3 Switching	8 PORTS SFP+ 2 PORTS QSFP+S180 FAB(TAA)	8 PORTS SFP+ 2 PORTS QSFP+S180 FAB(TAA)	1 Year Warranty	04/30/2024
SL8013-1206	Modular L3 Switching	S180 6PORT QSFP IO	S180 6PORT QSFP IO	1 Year Warranty	06/24/2023
SL8013-1206A	Modular L3 Switching	S180 6PORT QSFP IO A	S180 6PORT QSFP IO A	1 Year Warranty	04/30/2024
SL8013-1206AG	Modular L3 Switching	S180 6PORT QSFP IO A (TAA)	S180 6PORT QSFP IO A (TAA)	1 Year Warranty	04/30/2024
SL8013-1206-F8	Modular L3 Switching	S180 6PORT QSFP FABRIC	S180 6PORT QSFP FABRIC	1 Year Warranty	12/31/2023
SL8013-1206-F8A	Modular L3 Switching	S180 6PORT QSFP FABRIC A	S180 6PORT QSFP FABRIC A	1 Year Warranty	04/30/2024
SL8013-1206-F8AG	Modular L3 Switching	S180 6PORT QSFP FABRIC A (TAA)	S180 6PORT QSFP FABRIC A (TAA)	1 Year Warranty	04/30/2024
SOG2201-0112	Modular L3 Switching	12 PORTS SFP TYPE1 OM	12 PORTS SFP TYPE1 OM	1 Year Warranty	04/30/2024
SOG2201-0112G	Modular L3 Switching	12 PORTS SFP TYPE1 OM (TAA)	12 PORTS SFP TYPE1 OM (TAA)	1 Year Warranty	04/30/2024

SOGK2218-0212	Modular L3 Switching	10SFP 2SFP+ PORTS TYPE2 OM	10SFP 2SFP+ PORTS TYPE2 OM	1 Year Warranty	04/30/2024
SOGK2218-0212G	Modular L3 Switching	10SFP 2SFP+ PORTS TYPE2 OM (TAA)	10SFP 2SFP+ PORTS TYPE2 OM (TAA)	1 Year Warranty	04/30/2024
SOK2208-0102	Modular L3 Switching	2 PORTS SFP+ TYPE1 OM	2 PORTS SFP+ TYPE1 OM	1 Year Warranty	04/30/2024
SOK2208-0102G	Modular L3 Switching	2 PORTS SFP+ TYPE1 OM (TAA)	2 PORTS SFP+ TYPE1 OM (TAA)	1 Year Warranty	04/30/2024
SOK2208-0104	Modular L3 Switching	4 PORTS SFP+ TYPE1 OM	4 PORTS SFP+ TYPE1 OM	1 Year Warranty	04/30/2024
SOK2208-0104G	Modular L3 Switching	4 PORTS SFP+ TYPE1 OM (TAA)	4 PORTS SFP+ TYPE1 OM (TAA)	1 Year Warranty	04/30/2024
SOK2208-0204	Modular L3 Switching	4 PORTS SFP+ TYPE2 OM	4 PORTS SFP+ TYPE2 OM	1 Year Warranty	04/30/2024
SOK2208-0204G	Modular L3 Switching	4 PORTS SFP+ TYPE2 OM (TAA)	4 PORTS SFP+ TYPE2 OM (TAA)	1 Year Warranty	04/30/2024
SOK2209-0204	Modular L3 Switching	10GBT TYPE2 OPTION MODULE	10GBT TYPE2 OPTION MODULE	1 Year Warranty	04/30/2024
SOK2209-0204G	Modular L3 Switching	10GBT TYPE2 OPTION MODULE (TAA)	10GBT TYPE2 OPTION MODULE (TAA)	1 Year Warranty	04/30/2024
SOT2206-0112	Modular L3 Switching	12 PORTS TRIPLE TYPE1 OM	12 PORTS TRIPLE TYPE1 OM	1 Year Warranty	04/30/2024
SOT2206-0112G	Modular L3 Switching	12 PORTS TRIPLE TYPE1 OM (TAA)	12 PORTS TRIPLE TYPE1 OM (TAA)	1 Year Warranty	04/30/2024
SOTK2268-0212	Modular L3 Switching	10TS 2SFP+ PORTS TYPE2 OM	10TS 2SFP+ PORTS TYPE2 OM	1 Year Warranty	04/30/2024
SOTK2268-0212G	Modular L3 Switching	10TS 2SFP+ PORTS TYPE2 OM (TAA)	10TS 2SFP+ PORTS TYPE2 OM (TAA)	1 Year Warranty	04/30/2024
SOV3008-0404	Modular L3 Switching	4 PORT VSB EXPANSION MODULE	4 PORT VSB EXPANSION MODULE	1 Year Warranty	04/30/2024

SOV3008-0404G	Modular L3 Switching	4 PORT VSB EXPANSION MODULE (TAA)	4 PORT VSB EXPANSION MODULE (TAA)	1 Year Warranty	04/30/2024
SOV3208-0202	Modular L3 Switching	2 VSB PORT TYPE2 OM	2 VSB PORT TYPE2 OM	1 Year Warranty	04/30/2024
SOV3208-0202G	Modular L3 Switching	2 VSB PORT TYPE2 OM (TAA)	2 VSB PORT TYPE2 OM (TAA)	1 Year Warranty	04/30/2024
S-POE-PS	Modular L3 Switching	SSERIES POE POWER SUPPLY	SSERIES POE POWER SUPPLY	1 Year Warranty	04/30/2024
SP-SWSV-P-1	WiNG Wireless	AIRDEFENSE ADSP SERVER SW LICENSE	AIRDEFENSE ADSP SERVER SW LICENSE	Software Warranty	
SSA-AC-PS-1000G	Modular L3 Switching	TAA COMLIANT SSA 1000W PS		1 Year Warranty	04/30/2024
SSA-AC-PS-1000W	Modular L3 Switching	SSA AC POWER SUPPLY 1000W	S-Series Standalone (SSA S130 and SSA150 Class) and S1 Chassis - AC and PoE power supply, 15A, 110-240VAC input, (1000/1200W)	1 Year Warranty	01/15/2025
SSA-AC-PS-625W	Modular L3 Switching	SSA AC POWER SUPPLY 625W	S-Series Standalone (SSA S130 and SSA150 Class) - AC power supply, 15A, 100-240VAC input, (625W)	1 Year Warranty	01/15/2025
SSA-EOS-2XUSER	Modular L3 Switching	SSA DOUBLE USER CAPACITY LICENSE	SSA DOUBLE USER CAPACITY LICENSE	Software Warranty	
SSA-EOS-VSB	Modular L3 Switching	VIRTUAL SWITCH BONDING SSA LICENSE	VIRTUAL SWITCH BONDING SSA LICENSE	Software Warranty	
SSA-FAN-KIT	Modular L3 Switching	SSA FAN REPLACEMENT KIT	S-Series Standalone (SSA S130 and S150 Class) - Replacement fan assembly (Single FAN)	1 Year Warranty	01/15/2025
SSA-FB-AC-PS-A	Modular L3 Switching	SSA FTB PS I/O SIDE EXHAUST	S-Series Standalone (SSA180 Front to Back) - AC power supply, 15A, 100-240VAC input, I/O side exhaust	1 Year Warranty	01/15/2025
SSA-FB-AC-PS-B	Modular L3 Switching	SSA FTB PS IO SIDE INTAKE	S-Series Standalone (SSA180 Front to Back) - AC power supply, 15A,	1 Year Warranty	

			100-240VAC input, I/O side intake		
SSA-FB-FAN	Modular L3 Switching	SSA FRONT TO BACK FAN TRAY	SSA FRONT TO BACK FAN TRAY	1 Year Warranty	01/15/2025
SSA-FB-FAN-G	Modular L3 Switching	TAA COMPLIANT SSA180 FAN ASSEMBLY	TAA COMPLIANT SSA180 FAN ASSEMBLY	1 Year Warranty	04/30/2024
SSA-FB-MOUNTKIT	Modular L3 Switching	OPTIONAL RACKMOUNT KIT FOR SSA FB MODELS	Optional Rack Mount Kit for the SSA180 'Front to Back' models.	No Warranty	01/15/2025
SSA-G1018-0652	Modular L3 Switching	SSA 48 SFP AND 4 SFPP PORTS 1X	SSA 48 SFP AND 4 SFPP PORTS 1X	1 Year Warranty	03/31/2021
SSA-G8018-0652	Modular L3 Switching	SSA180 FRONT TO BACK SFP	SSA180 FRONT TO BACK SFP	1 Year Warranty	01/15/2025
SSA-G8018-A-G	Modular L3 Switching	TAA COMPLIANT SSA180 SFP WITH 2 PSA	TAA COMPLIANT SSA180 SFP WITH 2 PSA	1 Year Warranty	04/30/2024
SSA-G8018-B-G	Modular L3 Switching	TAA COMPLIANT SSA180 SFP WITH 2 PSB	TAA COMPLIANT SSA180 SFP WITH 2 PSB	1 Year Warranty	04/30/2024
SSA-T1068-0652A	Modular L3 Switching	SSA 48TS RJ45 POEAT AND 4 SFPP PORT 1XA	SSA 48TS RJ45 POEAT AND 4 SFPP PORT 1XA	1 Year Warranty	01/15/2025
SSA-T1068-0652G	Modular L3 Switching	SSA150A TRIPLE SPEED POE TAA	SSA150A TRIPLE SPEED POE TAA	1 Year Warranty	04/30/2024
SSA-T4068-0252	Modular L3 Switching	SSA 48 TS RJ45 POE AT AND 4 SFPP PORT 4X	SSA 48 TS RJ45 POE AT AND 4 SFPP PORT 4X	1 Year Warranty	01/15/2025
SSA-T4068-0252-G	Modular L3 Switching	SSA 48 TS RJ45 POE AT 4 SFPP PORT 4X TAA	SSA 48 TS RJ45 POE AT 4 SFPP PORT 4X TAA	1 Year Warranty	04/30/2024
SSA-T8028-0652	Modular L3 Switching	SSA180 FRONT TO BACK TRIPLESPEED	SSA180 FRONT TO BACK TRIPLESPEED	1 Year Warranty	01/15/2025
SSA-T8028-A-G	Modular L3 Switching	TAA COMPLIANT SSA180 TS WITH 2 PSA	TAA COMPLIANT SSA180 TS WITH 2 PSA	1 Year Warranty	04/30/2024
SSA-T8028-B-G	Modular L3 Switching	TAA COMPLIANT SSA180 TS WITH 2 PSB	TAA COMPLIANT SSA180 TS WITH 2 PSB	1 Year Warranty	04/30/2024

SSA-WALL-MOUNT	Modular L3 Switching	SSA S130S150 CLASS WALL MOUNT BRACKET	SSA S130, S150 and SSA180 class Wall Mount Bracket	1 Year Warranty	01/15/2025
SSCON-CAB	Fixed L3	CONSOLE CABLE FOR SECURESTACK B2 AND C2		No Warranty	11/01/2023
ST1206-0848	Modular L3 Switching	SIOM 48 PORTS TS RJ45 POE AT W2 OPSL	SIOM 48 PORTS TS RJ45 POE AT W2 OPSL	1 Year Warranty	12/31/2019
ST1206-0848-F6	Modular L3 Switching	SI/OFAB W48 TS AF POE W2 OPTSLOTS	SI/OFAB W48 TS AF POE W2 OPTSLOTS	1 Year Warranty	12/31/2019
ST2206-0848	Modular L3 Switching	S140 48PORT TS IO	S140 48PORT TS IO	1 Year Warranty	12/31/2023
ST2206-0848A	Modular L3 Switching	S140 48PORT TS IO A	S140 48PORT TS IO A	1 Year Warranty	04/30/2024
ST2206-0848AG	Modular L3 Switching	S140 48PORT TS IO A (TAA)	S140 48PORT TS IO A (TAA)	1 Year Warranty	04/30/2024
ST4106-0248	Modular L3 Switching	SIOM 48 PORT TS RJ45 POE AT W1 OPSLOT	SIOM 48 PORT TS RJ45 POE AT W1 OPSLOT	1 Year Warranty	04/30/2024
ST4106-0248G	Modular L3 Switching	SIOM 48P TS RJ45 POE AT W1 OPSLOT (TAA)	SIOM 48P TS RJ45 POE AT W1 OPSLOT (TAA)	1 Year Warranty	04/30/2024
ST4106-0348-F6	Modular L3 Switching	SI/OFAB W48 TS AF POE W1 OPTSLOTS	SI/OFAB W48 TS AF POE W1 OPTSLOTS	1 Year Warranty	01/30/2023
ST4106-0348-F6G	Modular L3 Switching	SI/OFAB W48 TS AF POE W1 OPTSLOTS (TAA)	SI/OFAB W48 TS AF POE W1 OPTSLOTS (TAA)	1 Year Warranty	04/30/2024
ST5206-0848-F6	Modular L3 Switching	S155 I/O FABRIC 48 PORTS TRIPLE+ 2 OM	S155 I/O FABRIC 48 PORTS TRIPLE+ 2 OM	1 Year Warranty	12/31/2019
ST8206-0848-F8	Modular L3 Switching	S180 48PORT TS FABRIC	S180 48PORT TS FABRIC	1 Year Warranty	09/30/2020
ST8206-0848-F8A	Modular L3 Switching	S180 48PORT TS FABRIC A	S180 48PORT TS FABRIC A	1 Year Warranty	04/30/2024
ST8206-0848-F8AG	Modular L3 Switching	S180 48PORT TS FABRIC A (TAA)	S180 48PORT TS FABRIC A (TAA)	1 Year Warranty	04/30/2024

STK-CAB-2M	Fixed L3	2M STACKING CABLE LIMITED SUPPORT	2M STACKING CABLE LIMITED SUPPORT	No Warranty	
STK-CAB-5M	Fixed L3	5M STACKING CABLE	5M STACKING CABLE	No Warranty	12/31/2022
STK-CAB-LONG	Fixed L3	1M STACKING CABLE	1M STACKING CABLE	No Warranty	
STK-CAB-SHORT	Fixed L3	30CM STACKING CABLE	30CM STACKING CABLE	No Warranty	
STK-RPS-1005CH3	Fixed L3	3SLOT MODULAR SHELF FOR 1005W PS	3SLOT MODULAR SHELF FOR 1005W PS	1 Year Warranty	
STK-RPS-1005PS	Fixed L3	1005W 802.3AT POE REDUNDANT POWER SUPPLY	1005W 802.3AT POE REDUNDANT POWER SUPPLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
STK-RPS-150CH2	Fixed L3	2SLOT MODULAR SHELF FOR 150W RPS	2SLOT MODULAR SHELF FOR 150W RPS	1 Year Warranty	
STK-RPS-150CH8	Fixed L3	8SLOT MODULAR SHELF FOR 150W PS	8SLOT MODULAR SHELF FOR 150W PS	1 Year Warranty	
STK-RPS-150PS	Fixed L3	150W NONPOE REDUNDANT POWER SUPPLY	150W NONPOE REDUNDANT POWER SUPPLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
STK-RPS-500PS	Fixed L3	500W 802.3AT POE REDUNDANT POWER SUPPLY	500W 802.3AT POE REDUNDANT POWER SUPPLY	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	
STL2006-0850	Modular L3 Switching	48 PORTS TRIPLE 2 PORTS QSFP+ S140 I/O	48 PORTS TRIPLE 2 PORTS QSFP+ S140 I/O	1 Year Warranty	04/30/2024

STL2006-0850G	Modular L3 Switching	48 PORTS TRIPLE 2P QSFP+ S140 I/O(TAA)	48 PORTS TRIPLE 2P QSFP+ S140 I/O(TAA)	1 Year Warranty	04/30/2024
SV-1252-BK-1	WiNG Wireless	KITAIRDEFENSE BACKUP APPLIANCE 1252	KITAIRDEFENSE BACKUP APPLIANCE 1252	1 Year Warranty Wing	07/31/2022
SV-1252-P-1	WiNG Wireless	KITAIRDEFENSE APPLIANCE MODEL 1252	KITAIRDEFENSE APPLIANCE MODEL 1252	1 Year Warranty Wing	07/31/2022
SV-3652-BK-1	WiNG Wireless	KITAIRDEFENSE BACKUP APPLIANC 3652	KITAIRDEFENSE BACKUP APPLIANC 3652	1 Year Warranty Wing	07/31/2022
SV-3652-P-1	WiNG Wireless	KITAIRDEFENSE APPLIANCE MODEL 3652	KITAIRDEFENSE APPLIANCE MODEL 3652	1 Year Warranty Wing	07/31/2022
TS-0524-WR	WiNG Wireless	TS0524 POWER BROADBAND SWITCH	TS0524 POWER BROADBAND SWITCH	1 Year Warranty Wing	06/28/2024
TW-0511-60010-EU	WiNG Wireless	TW0511 WALL PLATE AP802.11 ABGN EU	TW0511 WALL PLATE AP802.11 ABGN EU	Limited Lifetime Warranty Wing	07/13/2022
TW-0511-60010-US	WiNG Wireless	TW0511 WALL PLATE AP802.11 ABGN US	TW0511 WALL PLATE AP802.11 ABGN US	Limited Lifetime Warranty Wing	07/13/2022
TW-0511-60010-WR	WiNG Wireless	TW0511 WALL PLATE AP802.11 ABGN WR	TW0511 WALL PLATE AP802.11 ABGN WR	Limited Lifetime Warranty Wing	04/13/2022
TW-0522-67030-1-WR	WiNG Wireless	WALLPLATE AP802.11 N.AC. WR	WALLPLATE AP802.11 N.AC. WR Extreme	Limited Lifetime Warranty Wing	06/28/2024
TW-0522-67030-EU	WiNG Wireless	WALLPLATE AP802.11 N.AC. EU	WALLPLATE AP802.11 N.AC. EU	Limited Lifetime Warranty Wing	07/28/2023
TW-0522-67030-US	WiNG Wireless	WALLPLATE AP802.11 N.AC. US	WALLPLATE AP802.11 N.AC. US	Limited Lifetime Warranty Wing	06/28/2024
TW-0522-67030-WR	WiNG Wireless	WALLPLATE AP802.11 N.AC. WR	WALLPLATE AP802.11 N.AC. WR	Limited Lifetime Warranty Wing	07/28/2023

V300-8P-2T-W	VPE	V3008P2TW	V3008P2TW 8 port 10/100/1000BASET POE+ ports half/full duplex 2x1000BASET ports POE powered 802.3bt type 4 fanless	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VIM5-2Q	Smart OmniEdge Switching	VIM5 2x40GE QSFP	Versatile Interface Module 5 with two 40GbE (QSFP) ports supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VIM5-2Y	Smart OmniEdge Switching	VIM5 2x25GE SFP28	Versatile Interface Module 5 with two 25GbE (SFP28) ports supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VIM5-4X	Smart OmniEdge Switching	VIM5 4x10GE SFP+	Versatile Interface Module 5 with four 10GbE (SFP+) ports supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VIM5-4XE	Smart OmniEdge Switching	VIM5 4x10GE SFP+ MACsec LRM	Versatile Interface Module 5 with four 10GbE (SFP+) ports LRM MACsec capable supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	

VIM5-4Y	Smart OmniEdge Switching	VIM5 4x25GE SFP28	Versatile Interface Module 5 with four 25GbE (SFP28) ports supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VIM5-4YE	Smart OmniEdge Switching	VIM5 4x25GE SFP28 MACsec	Versatile Interface Module 5 with four 25GbE (SFP28) ports MACsec capable supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VMM-ANT-CON-BUNDLE	WiNG Wireless	KITML2452VMM3M3036259026302R	KITML2452VMM3M3036259026302R	1 Month Warranty Wing	
VSP4900-48P-B1	EAN	VSP490048P with 1100W PSU Bundle	VSP490048P Bundle includes VSP490048P and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VSP4900-48P-B1-2Y	EAN	VSP490048PB1VIM52Y Bundle	VSP490048P Bundle includes one VSP490048P one 1100W AC PSU FB (10941) and one VIM52Y	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VSP4900-48P-B1-4X	EAN	VSP490048PB1 VIM54X Bundle	VSP490048P Bundle includes one VSP490048P one 1100W AC PSU FB (10941) and one VIM54X	Limited Lifetime Warranty with express Advanced Hardware	

				Replacement	
VSP4900-48P-B1-4XE	EAN	VSP490048PB1 VIM54XE Bundle	VSP490048P Bundle includes one VSP490048P one 1100W AC PSU FB (10941) and one VIM54XE	Limited Lifetime Warranty with express Advanced Hardware Replacement	
VSP7400-32C	EAN	VSP 7432CQ	VSP 7400 32 x 100Gbps QSFP28 ports 8core CPU 16GB RAM 128GB SSD 4post rack mount kit No PSU No Fans	1 Year Warranty	
VSP7400-32C-AC-F	EAN	VSP 7432CQF	VSP 7400 32 x 100Gbps QSFP28 ports 8core CPU 16GB RAM 128GB SSD Single 750W AC PSU six fans 4post rack mount kit Front to Back Airflow	1 Year Warranty	
VSP7400-32C-AC-R	EAN	VSP 7432CQR	VSP 7400 32 x 100Gbps QSFP28 ports 8core CPU 16GB RAM 128GB SSD Single 750W AC PSU six fans 4post rack mount kit Back to Front Airflow	1 Year Warranty	
VSP7400-48Y-8C	EAN	VSP 740048Y8C	VSP 7400 48 x 10/25Gbps SFP28 ports 8 x 100Gbps QSFP28 ports 8core CPU 16GB RAM 128GB SSD 4post rack mount kit No PSU No Fans	1 Year Warranty	
VSP7400-48Y-8C-AC-F	EAN	VSP 740048Y8CACF	VSP 7400 48 x 10/25Gbps SFP28 ports 8 x 100Gbps QSFP28 ports 8core CPU 16GB RAM 128GB SSD Single 750W AC PSU six fans 4post rack mount kit Front to Back Airflow	1 Year Warranty	
VSP7400-48Y-8C-AC-R	EAN	VSP 740048Y8CACR	VSP 7400 48 x 10/25Gbps SFP28 ports 8 x 100Gbps QSFP28 ports	1 Year Warranty	

			8core CPU 16GB RAM 128GB SSD Single 750W AC PSU six fans 4post rack mount kit Back to Front Airflow		
VSP-PRMR-LE-LIC-P	EAN	VSP 4900 Premier License with MACsec	VSP 4900 Premier Feature License with MACsec for 1 Chassis	Software Warranty	
VSP-PRMR-LIC-P	EAN	VSP Premier License	VSP 7400 Premier Feature License Includes Insight license	Software Warranty	
VSP-PRMR-L-LIC-P	EAN	VSP 4900 Premier License	VSP 4900 Premier Feature License for 1 Chassis	Software Warranty	
VX-9000-ADP-1024	WiNG Wireless	LICENSEVX9000 1024X ADAPTIVE AP	LICENSEVX9000 1024X ADAPTIVE AP	Software Warranty	
VX-9000-ADP-16	WiNG Wireless	LICENSEVX9000 16X ADAPTIVE AP	LICENSEVX9000 16X ADAPTIVE AP	Software Warranty	
VX-9000-ADP-256	WiNG Wireless	LICENSEVX9000 256X ADAPTIVE AP	LICENSEVX9000 256X ADAPTIVE AP	Software Warranty	
VX-9000-ADP-512	WiNG Wireless	LICENSEVX9000 512X ADAPTIVE AP	LICENSEVX9000 512X ADAPTIVE AP	Software Warranty	
VX-9000-ADP-64	WiNG Wireless	LICENSEVX9000 64X ADAPTIVE AP	LICENSEVX9000 64X ADAPTIVE AP	Software Warranty	
VX-9000-APPLNC-LIC	WiNG Wireless	LICENSEVX9000 APPLIANCE	LICENSEVX9000 APPLIANCE	Software Warranty	
VX9-NSIGHT-1	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 1 AP	VX9000 NSIGHT PERPETUAL LICENSE FOR 1 AP	Software Warranty	
VX9-NSIGHT-1024	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 1024 APS	VX9000 NSIGHT PERPETUAL LICENSE FOR 1024 APS	Software Warranty	
VX9-NSIGHT-16	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 16 APS	VX9000 NSIGHT PERPETUAL LICENSE FOR 16 APS	Software Warranty	
VX9-NSIGHT-2048	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 2048 APS	VX9000 NSIGHT PERPETUAL LICENSE FOR 2048 APS	Software Warranty	
VX9-NSIGHT-256	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 256 APS	VX9000 NSIGHT PERPETUAL LICENSE FOR 256 APS	Software Warranty	
VX9-NSIGHT-64	WiNG Wireless	VX9000 NSIGHT PERP LIC FOR 64 APS	VX9000 NSIGHT PERPETUAL LICENSE FOR 64 APS	Software Warranty	

WAB910001-E6	EAN	WLAN 9100 WALL MOUNTING BRACKET	WLAN 9100 WALL MOUNTING BRACKET FOR 9122 9123 9132 () 9133 APs	1 Year Warranty	06/30/2023
WAB910004-E6	EAN	ENCLOSURE 12X12X6 LATCH LOCK	POLY ENCLOSURE 12X12X6 LATCH LOCK 4	1 Year Warranty	04/08/2023
WAB910005-E6	EAN	ENCLOSURE 14X12X6 KEY LOCK	POLY ENCLOSURE 14X12X6 KEY LOCK 4 N	1 Year Warranty	04/08/2023
WAP913200-E6	EAN	WAP 9132 n/ac 2X2 R00 US CANADA	WLAN AP 9132 INDOOR n/ac 2X2 R00 US () CANADA	Limited Lifetime Warranty Wing	06/30/2023
WAP913201-E6	EAN	WAP 9132 N/AC 2X2 R01 TAIWAN	WLAN AP 9132 INDOOR N/AC 2X2 R01 TAIWAN	Limited Lifetime Warranty Wing	06/30/2023
WAP913202-E6	EAN	WAP 9132 N/AC 2X2 R02 MEXICO	WLAN AP 9132 INDOOR N/AC 2X2 R02 MEXICO	Limited Lifetime Warranty Wing	06/30/2023
WAP913203-E6	EAN	WAP 9132 N/AC 2X2 R03 COLUMBIA	WLAN AP 9132 INDOOR N/AC 2X2 R03 COLUMBIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913204-E6	EAN	WAP 9132 N/AC 2X2 R04 SAUDI ARABIA	WLAN AP 9132 INDOOR N/AC 2X2 R04 SAUDI ARABIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913205-E6	EAN	WAP 9132 N/AC 2X2 R05 CHINA	WLAN AP 9132 INDOOR N/AC 2X2 R05 CHINA	Limited Lifetime Warranty Wing	06/30/2023
WAP913206-E6	EAN	WAP 9132 n/ac 2X2 R06 EU EFTA	WLAN AP 9132 INDOOR n/ac 2X2 R06 EU EFTA	Limited Lifetime Warranty Wing	06/30/2023
WAP913207-E6	EAN	WAP 9132 N/AC 2X2 R07 ISRAEL	WLAN AP 9132 INDOOR N/AC 2X2 R07 ISRAEL	Limited Lifetime Warranty Wing	06/30/2023
WAP913208-E6	EAN	WAP 9132 N/AC 2X2 R08 AUSTRALIA	WLAN AP 9132 INDOOR N/AC 2X2 R08 AUSTRALIA	Limited Lifetime Warranty Wing	06/30/2023

WAP913209-E6	EAN	WAP 9132 N/AC 2X2 R09 UAE	WLAN AP 9132 INDOOR 2X2 11AC R09 UAE	Limited Lifetime Warranty Wing	06/30/2023
WAP913210-E6	EAN	WAP 9132 N/AC 2X2 R10 SOUTH KOREA	WLAN AP 9132 INDOOR N/AC 2X2 R10 SOUTH KOREA	Limited Lifetime Warranty Wing	06/30/2023
WAP913211-E6	EAN	WAP 9132 N/AC 2X2 R11 INDIA	WLAN AP 9132 INDOOR N/AC 2X2 R11 INDIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913212-E6	EAN	WAP 9132 n/ac 2X2 R12 JORDAN	WLAN AP 9132 INDOOR n/ac 2X2 R12 JORDAN	Limited Lifetime Warranty Wing	06/30/2023
WAP913213-E6	EAN	WAP 9132 N/AC 2X2 R13 NEW ZEALAND	WLAN AP 9132 INDOOR N/AC 2X2 R13 NEW ZEALAND	Limited Lifetime Warranty Wing	06/30/2023
WAP913214-E6	EAN	WAP 9132 N/AC 2X2 R14 THAILAND	WLAN AP 9132 INDOOR N/AC 2X2 R14 THAILAND	Limited Lifetime Warranty Wing	06/30/2023
WAP913215-E6	EAN	WAP 9132 n/ac 2X2 R15 JAPAN	WLAN AP 9132 INDOOR n/ac 2X2 R15 JAPAN	Limited Lifetime Warranty Wing	06/30/2023
WAP913216-E6	EAN	WAP 9132 n/ac 2X2 R16 DOMINICAN REP.	WLAN AP 9132 INDOOR n/ac 2X2 R16 DOMINICAN REP.	Limited Lifetime Warranty Wing	06/30/2023
WAP913217-E6	EAN	WAP 9132 n/ac 2X2 R17 BAHAMAS	WLAN AP 9132 INDOOR n/ac 2X2 R17 BAHAMAS	Limited Lifetime Warranty Wing	06/30/2023
WAP913218-E6	EAN	WAP 9132 N/AC 2X2 R18 QATAR	WLAN AP 9132 INDOOR N/AC 2X2 R18 QATAR	Limited Lifetime Warranty Wing	06/30/2023
WAP913219-E6	EAN	WAP 9132 n/ac 2X2 R19 INDONESIA	WLAN AP 9132 INDOOR n/ac 2X2 R19 INDONESIA	Limited Lifetime Warranty Wing	06/30/2023

WAP913220-E6	EAN	WAP 9132 n/ac 2X2 R20 EGYPT	WLAN AP 9132 INDOOR n/ac 2X2 R20 EGYPT	Limited Lifetime Warranty Wing	06/30/2023
WAP913221-E6	EAN	WAP 9132 n/ac 2X2 R21 BAHRAIN	WLAN AP 9132 INDOOR n/ac 2X2 R21 BAHRAIN	Limited Lifetime Warranty Wing	06/30/2023
WAP913222-E6	EAN	WAP 9132 n/ac 2X2 R22 LEBANON	WLAN AP 9132 INDOOR n/ac 2X2 R22 LEBANON	Limited Lifetime Warranty Wing	06/30/2023
WAP913225-E6	EAN	WAP 9132 N/AC 2X2 R25 CHILE	WLAN AP 9132 INDOOR N/AC 2X2 R25 CHILE	Limited Lifetime Warranty Wing	06/30/2023
WAP913226-E6	EAN	WAP 9132 N/AC 2X2 R26 HONG KONG	WLAN AP 9132 INDOOR N/AC 2X2 R26 HONG KONG	Limited Lifetime Warranty Wing	06/30/2023
WAP913227-E6	EAN	WAP 9132 N/AC 2X2 R27 PERU	WLAN AP 9132 INDOOR N/AC 2X2 R27 PERU	Limited Lifetime Warranty Wing	06/30/2023
WAP913228-E6	EAN	WAP 9132 N/AC 2X2 R28 VENEZUELA	WLAN AP 9132 INDOOR N/AC 2X2 R28 VENEZUELA	Limited Lifetime Warranty Wing	06/30/2023
WAP913229-E6	EAN	WAP 9132 N/AC 2X2 R29 ARGENTINA	WLAN AP 9132 INDOOR N/AC 2X2 R29 ARGENTINA	Limited Lifetime Warranty Wing	06/30/2023
WAP913230-E6	EAN	WAP 9132 N/AC2X2 R30 BRAZIL	WLAN AP 9132 INDOOR N/AC 2X2 R30 BRAZIL	Limited Lifetime Warranty Wing	06/30/2023
WAP913231-E6	EAN	WAP 9132 n/ac 2X2 R31 BRUNEI	WLAN AP 9132 INDOOR n/ac 2X2 R31 BRUNEI	Limited Lifetime Warranty Wing	06/30/2023
WAP913232-E6	EAN	WAP 9132 N/AC 2X2 R32 KUWAIT	WLAN AP 9132 INDOOR N/AC 2X2 R32 KUWAIT	Limited Lifetime Warranty Wing	06/30/2023

WAP913233-E6	EAN	WAP 9132 N/AC 2X2 R33 MALAYSIA	WLAN AP 9132 INDOOR N/AC 2X2 R33 MALAYSIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913234-E6	EAN	WAP 9132 N/AC 2X2 R34 OMAN	WLAN AP 9132 INDOOR N/AC 2X2 R34 OMAN	Limited Lifetime Warranty Wing	06/30/2023
WAP913235-E6	EAN	WAP 9132 N/AC 2X2 R35 PHILIPPINES	WLAN AP 9132 INDOOR N/AC 2X2 R35 PHILIPPINES	Limited Lifetime Warranty Wing	06/30/2023
WAP913236-E6	EAN	WAP 9132 n/ac 2X2 R36 SINGAPORE	WLAN AP 9132 INDOOR n/ac 2X2 R36 SINGAPORE	Limited Lifetime Warranty Wing	06/30/2023
WAP913237-E6	EAN	WAP 9132 N/AC 2X2 R37 SOUTH AFRICA	WLAN AP 9132 INDOOR N/AC 2X2 R37 SOUTH AFRICA	Limited Lifetime Warranty Wing	06/30/2023
WAP913238-E6	EAN	WAP 9132 n/ac 2X2 R38 TRINIDAD	WLAN AP 9132 INDOOR n/ac 2X2 R38 TRINIDAD	Limited Lifetime Warranty Wing	06/30/2023
WAP913239-E6	EAN	WAP 9132 N/AC 2X2 R39 TURKEY	WLAN AP 9132 INDOOR N/AC 2X2 R39 TURKEY	Limited Lifetime Warranty Wing	06/30/2023
WAP913240-E6	EAN	WAP 9132 N/AC 2X2 R40 RUSSIA	WLAN AP 9132 INDOOR N/AC 2X2 R40 RUSSIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913241-E6	EAN	WAP 9132 n/ac2X2 R41 MACAU	WLAN AP 9132 INDOOR n/ac 2X2 R41 MACAU	Limited Lifetime Warranty Wing	06/30/2023
WAP913243-E6	EAN	WAP 9132 n/ac 2X2 R43 VIETNAM	WLAN AP 9132 INDOOR n/ac 2X2 R43 VIETNAM	Limited Lifetime Warranty Wing	06/30/2023
WAP913246-E6	EAN	WAP 9132 n/ac 2X2 R46 MOROCCO	WLAN AP 9132 INDOOR n/ac 2X2 R46 MOROCCO	Limited Lifetime Warranty Wing	06/30/2023

WAP913247-E6	EAN	WAP 9132 n/ac 2X2 R47 KENYA	WLAN AP 9132 INDOOR n/ac 2X2 R47 KENYA	Limited Lifetime Warranty Wing	06/30/2023
WAP913248-E6	EAN	WAP 9132 n/ac 2X2 R48 ALGERIA	WLAN AP 9132 INDOOR n/ac 2X2 R48 ALGERIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913249-E6	EAN	WAP 9132 n/ac 2X2 R49 NIGERIA	WLAN AP 9132 INDOOR n/ac 2X2 R49 NIGERIA	Limited Lifetime Warranty Wing	06/30/2023
WAP913250-E6	EAN	WAP 9132 n/ac 2X2 R50 GHANA	WLAN AP 9132 INDOOR n/ac 2X2 R50 GHANA	Limited Lifetime Warranty Wing	06/30/2023
WAP914400-E6	EAN	WAP9144 WAVE 2 4x4 R00 US CANADA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R00 US CANADA	Limited Lifetime Warranty Wing	06/30/2023
WAP914400-E6ED	EAN	WAP9144 WAVE 2 R00 US CAN (EDUC)	WLAN AP 9144 RESTRICTED CODE NOT AVAILABLE FOR GENERAL ORDERS	Limited Lifetime Warranty Wing	06/30/2023
WAP914401-E6	EAN	WAP9144 WAVE 2 4x4 R01 TAIWAN	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R01 TAIWAN	Limited Lifetime Warranty Wing	06/30/2023
WAP914402-E6	EAN	WAP9144 WAVE 2 4x4 R02 MEXICO	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R02 MEXICO	Limited Lifetime Warranty Wing	06/30/2023
WAP914403-E6	EAN	WAP9144 WAVE 2 4x4 R03 COLUMBIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R03 COLUMBIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914404-E6	EAN	WAP9144 WAVE 2 4x4 R04 SAUDI ARABIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R04 SAUDI ARABIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914405-E6	EAN	WAP9144 WAVE 2 4x4 R05 CHINA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R05 CHINA	Limited Lifetime Warranty Wing	06/30/2023
WAP914406-E6	EAN	WAP9144 WAVE 2 4x4 R06 EU EFTA	WLAN AP 9144 INDOOR WAVE 2	Limited Lifetime	06/30/2023

			DUAL RADIO 4X4 R06 EU EFTA	Warranty Wing	
WAP914407-E6	EAN	WAP9144 WAVE 2 4x4 R07 ISRAEL	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R07 ISRAEL	Limited Lifetime Warranty Wing	06/30/2023
WAP914408-E6	EAN	WAP9144 WAVE 2 4x4 R08 AUSTRALIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R08 AUSTRALIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914409-E6	EAN	WAP9144 WAVE 2 4x4 R09 UAE	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R09 UAE	Limited Lifetime Warranty Wing	06/30/2023
WAP914410-E6	EAN	WAP9144 WAVE 2 4x4 R10 SOUTH KOREA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R10 SOUTH KOREA	Limited Lifetime Warranty Wing	06/30/2023
WAP914411-E6	EAN	WAP9144 WAVE 2 4x4 R11 INDIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R11 INDIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914412-E6	EAN	WAP9144 WAVE 2 4x4 R12 JORDON	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R12 JORDON	Limited Lifetime Warranty Wing	06/30/2023
WAP914413-E6	EAN	WAP9144 WAVE 2 4x4 R13 NEW ZEALAND	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R13 NEW ZEALAND	Limited Lifetime Warranty Wing	06/30/2023
WAP914414-E6	EAN	WAP9144 WAVE 2 4x4 R14 THAILAND	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R14 THAILAND	Limited Lifetime Warranty Wing	06/30/2023
WAP914415-E6	EAN	WAP9144 WAVE 2 4x4 R15 JAPAN	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R15 JAPAN	Limited Lifetime Warranty Wing	06/30/2023
WAP914416-E6	EAN	WAP9144 WAVE 2 4x4 R16 DOMINICAN REP.	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R16 DOMINICAN REP.	Limited Lifetime Warranty Wing	06/30/2023
WAP914417-E6	EAN	WAP9144 WAVE 2 4x4 R17 BAHAMAS	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R17 BAHAMAS	Limited Lifetime Warranty Wing	06/30/2023

WAP914418-E6	EAN	WAP9144 WAVE 2 4x4 R18 QATAR	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R18 QATAR	Limited Lifetime Warranty Wing	06/30/2023
WAP914419-E6	EAN	WAP9144 WAVE 2 4x4 R19 INDONESIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R19 INDONESIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914420-E6	EAN	WAP9144 WAVE 2 4x4 R20 EGYPT	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R20 EGYPT	Limited Lifetime Warranty Wing	06/30/2023
WAP914421-E6	EAN	WAP9144 WAVE 2 4x4 R21 BAHRAIN	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R21 BAHRAIN	Limited Lifetime Warranty Wing	06/30/2023
WAP914422-E6	EAN	WAP9144 WAVE 2 4x4 R22 LEBANON	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R22 LEBANON	Limited Lifetime Warranty Wing	06/30/2023
WAP914425-E6	EAN	WAP9144 WAVE 2 4x4 R25 CHILE	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R25 CHILE	Limited Lifetime Warranty Wing	06/30/2023
WAP914426-E6	EAN	WAP9144 WAVE 2 4x4 R26 HONG KONG	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R26 HONG KONG	Limited Lifetime Warranty Wing	06/30/2023
WAP914427-E6	EAN	WAP9144 WAVE 2 4x4 R27 PERU	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R27 PERU	Limited Lifetime Warranty Wing	06/30/2023
WAP914428-E6	EAN	WAP9144 WAVE 2 4x4 R28 VENEZUELA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R28 VENEZUELA	Limited Lifetime Warranty Wing	06/30/2023
WAP914429-E6	EAN	WAP9144 WAVE 2 4x4 R29 ARGENTINA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R29 ARGENTINA	Limited Lifetime Warranty Wing	06/30/2023
WAP914430-E6	EAN	WAP9144 WAVE 2 4x4 R30 BRAZIL	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R30 BRAZIL	Limited Lifetime Warranty Wing	06/30/2023
WAP914431-E6	EAN	WAP9144 WAVE 2 4x4 R31 BRUNEI	WLAN AP 9144 INDOOR WAVE 2	Limited Lifetime	06/30/2023

			DUAL RADIO 4X4 R31 BRUNEI	Warranty Wing	
WAP914432-E6	EAN	WAP9144 WAVE 2 4x4 R32 KUWAIT	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R32 KUWAIT	Limited Lifetime Warranty Wing	06/30/2023
WAP914433-E6	EAN	WAP9144 WAVE 2 4x4 R33 MALAYSIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R33 MALAYSIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914434-E6	EAN	WAP9144 WAVE 2 4x4 R34 OMAN	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R34 OMAN	Limited Lifetime Warranty Wing	06/30/2023
WAP914435-E6	EAN	WAP9144 WAVE 2 4x4 R35 PHILIPPINES	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R35 PHILIPPINES	Limited Lifetime Warranty Wing	06/30/2023
WAP914436-E6	EAN	WAP9144 WAVE 2 4x4 R36 SINGAPORE	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R36 SINGAPORE	Limited Lifetime Warranty Wing	06/30/2023
WAP914437-E6	EAN	WAP9144 WAVE 2 4x4 R37 SOUTH AFRICA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R37 SOUTH AFRICA	Limited Lifetime Warranty Wing	06/30/2023
WAP914438-E6	EAN	WAP9144 WAVE 2 4x4 R38 TRINIDAD	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R38 TRINIDAD	Limited Lifetime Warranty Wing	06/30/2023
WAP914439-E6	EAN	WAP9144 WAVE 2 4x4 R39 TURKEY	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R39 TURKEY	Limited Lifetime Warranty Wing	06/30/2023
WAP914440-E6	EAN	WAP9144 WAVE 2 4x4 R40 RUSSIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R40 RUSSIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914441-E6	EAN	WAP9144 WAVE 2 4x4 R41 MACAU	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R41 MACAU	Limited Lifetime Warranty Wing	06/30/2023
WAP914443-E6	EAN	WAP9144 WAVE 2 4x4 R43 VIETNAM	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R43 VIETNAM	Limited Lifetime Warranty Wing	06/30/2023

WAP914446-E6	EAN	WAP9144 WAVE 2 4x4 R46 MOROCCO	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R46 MOROCCO	Limited Lifetime Warranty Wing	06/30/2023
WAP914447-E6	EAN	WAP9144 WAVE 2 4x4 R47 KENYA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R47 KENYA	Limited Lifetime Warranty Wing	06/30/2023
WAP914448-E6	EAN	WAP9144 WAVE 2 4x4 R48 ALGERIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R48 ALGERIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914449-E6	EAN	WAP9144 WAVE 2 4x4 R49 NIGERIA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R49 NIGERIA	Limited Lifetime Warranty Wing	06/30/2023
WAP914450-E6	EAN	WAP9144 WAVE 2 4x4 R50 GHANA	WLAN AP 9144 INDOOR WAVE 2 DUAL RADIO 4X4 R50 GHANA	Limited Lifetime Warranty Wing	06/30/2023
WLC0002NAC	EAN	WLAN 9100 2 AP 11N TO 11AC LIC NU	WLAN 9100 LICENSE UPGRADE FOR 2 AP 11N to 11AC LIC NU	Software Warranty	06/30/2023
WLC0005APP	EAN	WLAN 9100 APP CONTROL 5 AP LIC NU	WLAN 9100 APPLICATION CONTROL LICENCE SW UPGRADE 5 AP LIC NU	Software Warranty	06/30/2023
WLC0010NAC	EAN	WLAN 9100 10 AP 11N to 11AC LIC NU	WLAN 9100 LICENSE UPGRADE FOR 10 AP 11N to 11AC LIC NU	Software Warranty	06/30/2023
WLC0020APP	EAN	WLAN 9100 APP CONTROL 20 AP LIC NU	WLAN 9100 APPLICATION CONTROL LICENCE SW UPGRADE 20 AP LIC NU	Software Warranty	06/30/2023
WLC0050NAC	EAN	WLAN 9100 50 AP 11N to 11AC LIC NU	WLAN 9100 LICENSE UPGRADE FOR 50 AP 11N to 11AC LIC NU	Software Warranty	06/30/2023
WLC0050WOS	EAN	WLAN 9100 ORCH SYS 50 AP LIC NU	WLAN 9100 ORCHESTRATION SYS LIC FOR 50 AP REQ. BASE SW LIC NU	Software Warranty	06/30/2023
WLC0100WOS	EAN	WLAN 9100 ORCH SYS 100 AP LIC NU	WLAN 9100 ORCHESTRATION SYS	Software Warranty	06/30/2023

			LIC FOR 100 AP REQ. BASE SW LIC NU		
WLC0200APP	EAN	WLAN 9100 APP CONTROL 200 AP LIC NU	WLAN 9100 APPLICATION CONTROL LICENCE SW UPGRADE 200 AP LIC NU	Software Warranty	06/30/2023
WLC0500WOS	EAN	WLAN 9100 ORCH SYS 500 AP LIC NU	WLAN 9100 ORCHESTRATION SYS LIC FOR 500 AP REQ. BASE SW LIC NU	Software Warranty	06/30/2023
WLC1000WOS	EAN	WLAN 9100 ORCH SYS 1000 AP LIC NU	WLAN 9100 ORCHESTRATION SYS LIC FOR 1000 AP REQ. BASE SW LICNU	Software Warranty	06/30/2023
WOS9100E	EAN	WLAN 9100 ORCH SYSTEM LIC NU	WLAN 9100 ORCHESTRATION SYSTEM SW ONLY REQ. AP LIC NU	Software Warranty	06/30/2023
WPR9100A1-E6	EAN	WLAN 9100 POE INJECTOR NO PC	WLAN 9100 POE INJECTOR FOR 912X 913X AP NO POWER CORD	Limited Lifetime Warranty Wing	06/30/2023
WS-AI-DD05120	IdentiFi Wireless	2.4/5GHZ 120DEG DUAL FD IND ANT	2.4/5GHZ 120DEG DUAL FD IND ANT	1 Year Warranty	11/01/2023
WS-AI-DQ04360	IdentiFi Wireless	2.4/5GHZ OMNI QUAD FD IND ANT	2.4/5GHZ OMNI QUAD FD IND ANT	1 Year Warranty	07/31/2024
WS-AI-DT04360	IdentiFi Wireless	4 DBI IN OMNI 3FEED 2.4/5GHZ		1 Year Warranty	11/01/2023
WS-ANT-2DIP-2	IdentiFi Wireless	2.4GHZ INDOOR DIPOLE ANT	2.4GHZ INDOOR DIPOLE ANT	1 Year Warranty	11/01/2023
WS-ANT-5DIP-2	IdentiFi Wireless	5GHZ INDOOR DIPOLE ANT	5GHZ INDOOR DIPOLE ANT	1 Year Warranty	11/01/2023
WS-AO-2DIPN3	IdentiFi Wireless	OUTDOOR 2.4G DIPOLE 3 PACK		1 Year Warranty	12/31/2019
WS-AO-5D23009N	IdentiFi Wireless	OUTOOR 5G MIMO 9 DEG N	OUTOOR 5G MIMO 9 DEG N	1 Year Warranty	
WS-AO-5DIPN3	IdentiFi Wireless	OUTDOOR 5G DIPOLE 3 PACK		1 Year Warranty	12/31/2019
WS-AO-DS02360N3	IdentiFi Wireless	OUTOOR DUAL BAND OMNI 3 PACK		1 Year Warranty	12/31/2019
WS-AO-DT05120N	IdentiFi Wireless	OUTOOR DUAL BAND MIMO 120 DEG N	OUTOOR DUAL BAND MIMO 120 DEG N	1 Year Warranty	12/31/2019
WS-AO-DX07025N	IdentiFi Wireless	OUTDOOR DUAL BAND MIMO 25 DEG N	OUTDOOR DUAL BAND MIMO 25 DEG N	1 Year Warranty	12/31/2019

WS-AO-DX07180N	IdentiFi Wireless	OUTDOOR DUAL BAND MIMO 180 DEG N	OUTDOOR DUAL BAND MIMO 180 DEG N	1 Year Warranty	12/31/2019
WS-AO-DX10055N	IdentiFi Wireless	OUTDOOR DUAL BAND MIMO 55 DEG N		1 Year Warranty	12/31/2019
WS-AO-DX13025N	IdentiFi Wireless	OUTOOR DUAL BAND MIMO 25 DEG N		1 Year Warranty	12/31/2019
WS-AP3705I	IdentiFi Wireless	DUAL BAND 2X2X2 MIMO INDOOR 11ABGN AP	DUAL BAND 2X2X2 MIMO INDOOR 11ABGN AP	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2020
WS-AP3710E	IdentiFi Wireless	DUAL RADIO 3X33 MIMO EXTERNAL ANTENNA	DUAL RADIO 3X33 MIMO EXTERNAL ANTENNA	Lifetime Warranty - NBD Ship for Indoor APs	07/31/2020
WS-AP3710I	IdentiFi Wireless	DUAL RADIO 3X33 MIMO INTEGRATED ANTENNA	DUAL RADIO 3X33 MIMO INTEGRATED ANTENNA	Lifetime Warranty - NBD Ship for Indoor APs	07/31/2020
WS-AP3715E	IdentiFi Wireless	DUAL RADIO 3X33 MIMO EXT ANTENNA 2 ENET	DUAL RADIO 3X33 MIMO EXT ANTENNA 2 ENET	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2020
WS-AP3715I	IdentiFi Wireless	DUAL RADIO 3X33 MIMO INT ANTENNA 2 ENET	DUAL RADIO 3X33 MIMO INT ANTENNA 2 ENET	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	12/31/2020

WS-AP3765E	IdentiFi Wireless	DUALBAND 3X3X3 OUTDOOR 11AGN EXT ANT	DUALBAND 3X3X3 OUTDOOR 11AGN EXT ANT	1 Year Warranty - Stand Alone Outdoor APs	07/31/2020
WS-AP3765I	IdentiFi Wireless	DUALBAND 3X3X3 OUTDOOR 11AGN INT ANT	DUALBAND 3X3X3 OUTDOOR 11AGN INT ANT	1 Year Warranty - Stand Alone Outdoor APs	07/31/2020
WS-AP3767E	IdentiFi Wireless	DUAL BAND 3X3X3 OUT SFP 11AGN INT ANT		1 Year Warranty - Stand Alone Outdoor APs	07/31/2020
WS-AP3801I	IdentiFi Wireless	AP3801I DUALBANDSINGLE RADIO 11AC/BGN	AP3801I DUALBANDSINGLE RADIO 11AC/BGN	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
WS-AP3805E	IdentiFi Wireless	AP3805E 11AC DUAL RADIO EXT ANT	Dual Radio 802.11ac/abgn 2x22 MIMO (on 5GHz) indoor access point with four reverse polarity SMA connectors for external antenna array and integrated clips for flush rail drop ceiling mounting (antennas wall bracket or protruded drop ceiling bracket must be ordered separately)	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
WS-AP3805I	IdentiFi Wireless	AP3805I 11AC DUAL RADIO INT ANT	Dual Radio 802.11ac/abgn 2x22 MIMO (on 5GHz) indoor access point with four internal antenna array and integrated clips for flush rail drop ceiling mounting (wall bracket or	Limited Lifetime Warranty with express Advanced Hardware	06/30/2023

			protruded drop ceiling bracket must be ordered separately)	Replacement-2	
WS-AP3825E	IdentiFi Wireless	DUAL RADIO 11AC 3X33 MIMO EXT ANT 2 EN	DUAL RADIO 11AC 3X33 MIMO EXT ANT 2 EN	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
WS-AP3825I	IdentiFi Wireless	DUAL RADIO 11AC 3X33 MIMO INT ANT 2 EN	DUAL RADIO 11AC 3X33 MIMO INT ANT 2 EN	Limited Lifetime Warranty with express Advanced Hardware Replacement-2	06/30/2023
WS-AP3865E	IdentiFi Wireless	DUAL RADIO 802.11AC/GN OUTDOOR EXT ANT	DUAL RADIO 802.11AC/GN OUTDOOR EXT ANT	1 Year Warranty - Stand Alone Outdoor APs	12/31/2023
WS-APCAP-1	IdentiFi Wireless	SINGLE AP CAPACITY UPGRADE (C25 V2110)	SINGLE AP CAPACITY UPGRADE (C25 V2110)	Software Warranty	
WS-APCAP-100	IdentiFi Wireless	100 AP CAPACITY UPGRADE (C5210)	100 AP CAPACITY UPGRADE (C5210)	Software Warranty	
WS-APCAP-100XFR	IdentiFi Wireless	XXX AP CAPACITY TRANSFER LICENSE	XXX AP CAPACITY TRANSFER LICENSE	Software Warranty	
WS-APCAP-16	IdentiFi Wireless	16 AP CAPACITY UPGRADE (C25 V2110)	16 AP CAPACITY UPGRADE (C25 V2110)	Software Warranty	
WS-APCAP-16XFR	IdentiFi Wireless	XXX AP CAPACITY TRANSFER LICENSE	XXX AP CAPACITY TRANSFER LICENSE	Software Warranty	
WS-APCAP-1XFR	IdentiFi Wireless	ONE AP CAPACITY TRANSFER LICENSE	ONE AP CAPACITY TRANSFER LICENSE	Software Warranty	
WS-APCAP-25	IdentiFi Wireless	25 AP CAPACITY UPGRADE (C5210)	25 AP CAPACITY UPGRADE (C5210)	Software Warranty	
WS-APCAP-25XFR	IdentiFi Wireless	XXX AP CAPACITY TRANSFER LICENSE	XXX AP CAPACITY TRANSFER LICENSE	Software Warranty	
WS-BASE-DEMO38	IdentiFi Wireless	802.11ac Wired Wireless Security Bundle	802.11ac Wireles Wired Security Demo bundle	1 Year Warranty	04/01/2022

			with AP3825 access point DSeries PoE switch RADAR license		
WS-C20XCAPUP16	IdentiFi Wireless	C20/C20N WLAN CTL 16 APS CAPACITY UPG	C20/C20N WLAN CTL 16 APS CAPACITY UPG	No Warranty	12/31/2020
WS-C25	IdentiFi Wireless	C25 WLAN CONTROLLER	C25 WLAN CONTROLLER	Lifetime Warranty - RTF 15 Day Ship	12/31/2020
WS-C5210	IdentiFi Wireless	C5210 WLAN CONTROLLER	C5210 WLAN CONTROLLER	1 Year Warranty	03/31/2023
WS-CAB-06DBATN	IdentiFi Wireless	6DB LOSS ATTENUATOR	6DB LOSS ATTENUATOR	1 Year Warranty	
WS-CAB-10DBATN	IdentiFi Wireless	10DB LOSS ATTENUATOR	10DB LOSS ATTENUATOR	1 Year Warranty	
WS-CAB-10DBATN-SN	IdentiFi Wireless	10DBI ATTENUATOR WITH NTYPE CONNECTOR	10DBI ATTENUATOR WITH NTYPE CONNECTOR	1 Year Warranty	
WS-CAB240-P10RP	IdentiFi Wireless	INDOOR RSMA 10 FT CABLE	INDOOR R-SMA 10 FT CABLE	1 Year Warranty	
WS-CAB240-P25RP	IdentiFi Wireless	INDOOR RSMA 25 FT CABLE	INDOOR R-SMA 25 FT CABLE	1 Year Warranty	
WS-CAB-6DBATN-SN	IdentiFi Wireless	6DB ATTENUATOR WITH NTYPE CONNECTORS	6DB ATTENUATOR WITH NTYPE CONNECTORS	1 Year Warranty	
WS-CAB-L200C20N	IdentiFi Wireless	LMR200 20 FT N	LMR200 20 FT N	1 Year Warranty	
WS-CAB-L400C06N	IdentiFi Wireless	LMR400 6 FT N	LMR400 6 FT N	1 Year Warranty	
WS-CAB-L400C20N	IdentiFi Wireless	LMR400 20 FT N	LMR400 20 FT N	1 Year Warranty	
WS-CAB-L400C50N	IdentiFi Wireless	LMR400 50 FT N	LMR400 50 FT N	1 Year Warranty	
WS-CAB-L400C75N	IdentiFi Wireless	LMR400 75 FT N	LMR400 75 FT N	1 Year Warranty	
WS-CAB-L600C25N	IdentiFi Wireless	LMR600 25 FT N	LMR600 25 FT N	1 Year Warranty	
WS-CAB-L600C50N	IdentiFi Wireless	LMR600 50 FT N	LMR600 50 FT N	1 Year Warranty	
WS-CAB-NP-RPNJ	IdentiFi Wireless	CABLE 1 FT LMR400 TYPEN PLUG TO RPNJ	CABLE, 1 FT LMR400, TYPE-N PLUG TO RPNJ	1 Year Warranty	

WS-CAB-NP-RPNP	IdentiFi Wireless	CABLE 1 FT LMR400 TYPEN PLUG TO RPNP	CABLE, 1 FT LMR400, TYPE-N PLUG TO RPNP	1 Year Warranty	
WS-CAB-NTERM	IdentiFi Wireless	NTYPE PORT TERMINATOR	N-TYPE PORT TERMINATOR	1 Year Warranty	
WS-CAB-P10RJNJ	IdentiFi Wireless	RN JACK TO N JACK EXTENDER	RN JACK TO N JACK EXTENDER	1 Year Warranty	
WS-CAB-P10RPNP	IdentiFi Wireless	RN PLUG TO N PLUG EXTENDER	RN PLUG TO N PLUG EXTENDER	1 Year Warranty	
WS-CTLCAPUP25	IdentiFi Wireless	WLAN CONTROLLER 25 APS CAPACITY UPG	WLAN CONTROLLER 25 APS CAPACITY UPG	Software Warranty	
WSCTLCAPUP25XFR	IdentiFi Wireless	25 AP CAPACITY TRANSFER LICENSE	25 AP CAPACITY TRANSFER LICENSE	Software Warranty	
WS-MB-AI05120	IdentiFi Wireless	OPTIONAL BRACKET FOR INDOOR 120 DEG ANT		No Warranty	11/01/2023
WS-RADAR-1	IdentiFi Wireless	LICENSE TO ENABLE RADAR ON ONE AP	LICENSE TO ENABLE RADAR ON ONE AP	Software Warranty	
WS-RADAR-100	IdentiFi Wireless	LICENSE TO ENABLE RADAR ON 100 APS	LICENSE TO ENABLE RADAR ON 100 APS	Software Warranty	
WS-RADAR-100XFR	IdentiFi Wireless	RADAR XXX CAPACITY LICENSE TRANSFER	RADAR XXX CAPACITY LICENSE TRANSFER	Software Warranty	
WS-RADAR-16	IdentiFi Wireless	LICENSE TO ENABLE RADAR ON 16 APS	LICENSE TO ENABLE RADAR ON 16 APS	Software Warranty	
WS-RADAR-16XFR	IdentiFi Wireless	RADAR XXX CAPACITY LICENSE TRANSFER	RADAR XXX CAPACITY LICENSE TRANSFER	Software Warranty	
WS-RADAR-1XFR	IdentiFi Wireless	RADAR XXX CAPACITY LICENSE TRANSFER	RADAR XXX CAPACITY LICENSE TRANSFER	Software Warranty	
WS-RADAR-25	IdentiFi Wireless	LICENSE TO ENABLE RADAR ON 25 APS	LICENSE TO ENABLE RADAR ON 25 APS	Software Warranty	
WS-RADAR-25XFR	IdentiFi Wireless	RADAR XXX CAPACITY LICENSE TRANSFER	RADAR XXX CAPACITY LICENSE TRANSFER	Software Warranty	
WS-REG9P-JP	IdentiFi Wireless	V9 REG DOMAIN KEY JAPAN	V9 REG DOMAIN KEY JAPAN	No Warranty	03/31/2020
WS-REG9P-NAM	IdentiFi Wireless	V9 REG DOMAIN KEY FCC	V9 REG DOMAIN KEY FCC	Software Warranty	03/31/2020
WS-REG9P-ROW	IdentiFi Wireless	V9 REG DOMAIN KEY ROW	V9 REG DOMAIN KEY ROW	No Warranty	03/31/2020
WS-V2110-8-IL	IdentiFi Wireless	V2110 VIRTUAL GW IL	V2110 VIRTUAL GW IL	Software Warranty	12/31/2020

WS-V2110-8-JP	IdentiFi Wireless	V2110 VIRTUAL GW JP	V2110 VIRTUAL GW JP	Software Warranty	12/31/2020
WS-V2110-8-NAM	IdentiFi Wireless	V2110 VIRTUAL GW NAM	V2110 VIRTUAL GW NAM	Software Warranty	12/31/2020
WS-V2110-8-ROW	IdentiFi Wireless	V2110 VIRTUAL GW ROW	V2110 VIRTUAL GW ROW	Software Warranty	12/31/2020
WS-V2110-9-IL	IdentiFi Wireless	V2110 V9 VIRTUAL APPLIANCE FOR ISRAEL	V2110 V9 VIRTUAL APPLIANCE FOR ISRAEL	Software Warranty	03/31/2020
WS-V2110-9-JP	IdentiFi Wireless	V2110 V9 VIRTUAL APPLIANCE FOR JAPAN	V2110 V9 VIRTUAL APPLIANCE FOR JAPAN	Software Warranty	03/31/2020
WS-V2110-9-NAM	IdentiFi Wireless	V2110 V9 VIRT APPL FCC REGULATORY DOMAIN	V2110 V9 VIRT APPL FCC REGULATORY DOMAIN	Software Warranty	03/31/2020
WS-V2110-9-ROW	IdentiFi Wireless	V2110 V9 VIRT APPL ROW REGULATORY DOMAIN	V2110 V9 VIRT APPL ROW REGULATORY DOMAIN	Software Warranty	03/31/2020
X465-24MU-24W-B1	Smart OmniEdge Switching	X46524MU24W with 1100W PSU Bundle	ExtremeSwitching X46524MU24W Bundle includes X46524MU24W and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-24MU-24W-B2	Smart OmniEdge Switching	X46524MU24W with 2000W PSU Bundle	ExtremeSwitching X46524MU24W Bundle includes X46524MU24W and one 2000W AC PSU FB (XNACPWR2000WF)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-24MU-B1	Smart OmniEdge Switching	X46524MU with 1100W PSU Bundle	ExtremeSwitching X46524MU Bundle includes X46524MU and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	

X465-24MU-B2	Smart OmniEdge Switching	X46524MU with 2000W PSU Bundle	ExtremeSwitching X46524MU Bundle includes X46524MU and one 2000W AC PSU FB (XNACPWR2000WF)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-24W-B1	Smart OmniEdge Switching	X46524W with 1100W PSU Bundle	ExtremeSwitching X46524W Bundle includes X46524W and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-24W-B2	Smart OmniEdge Switching	X46524W with 2000W PSU Bundle	ExtremeSwitching X46524W Bundle includes X46524W and one 2000W AC PSU FB (XNACPWR2000WF)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-48P-B1	Smart OmniEdge Switching	X46548P with 1100W PSU Bundle	ExtremeSwitching X46548P Bundle includes X46548P and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-48T-B3	Smart OmniEdge Switching	X46548T with 350W PSU Bundle	ExtremeSwitching X46548T Bundle includes X46548T and one 350W AC PSU FB (10953)	Limited Lifetime Warranty with express Advanced Hardware Replacement	

X465-48W-B1	Smart OmniEdge Switching	X46548W with 1100W PSU Bundle	ExtremeSwitching X46548W Bundle includes X46548W and one 1100W AC PSU FB (10941)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
X465-48W-B2	Smart OmniEdge Switching	X46548W with 2000W PSU Bundle	ExtremeSwitching X46548W Bundle includes X46548W and one 2000W AC PSU FB (XNACPWR2000WF)	Limited Lifetime Warranty with express Advanced Hardware Replacement	
XA1440	EAN	ExtremeAccess Platform 1440	ExtremeAccess Platform 1440 hardware appliance with 6 10/100/1000Mbps BaseT ports and 2 1/10Gb SFP+ ports includes Fan and 1 12V external power adapter. Power Cord to be ordered separately	1 Year Warranty	
XA1480	EAN	ExtremeAccess Platform 1480	ExtremeAccess Platform 1480 hardware appliance with 6 10/100/1000Mbps BaseT ports and 2 1/10Gb SFP+ ports includes Fan and 1 12V external power adapter. Power Cord to be ordered separately	1 Year Warranty	
XBR-1100WPSDC-01-F	SRA	FRU 1100W DCPSNON PORTSIDE EXHAUST	FRU 1100W DC Power Supply for VDX6940144S with Non Port side exhaust airflow	1 Year Warranty	
XBR-1100WPSDC-01-R	SRA	FRU 1100W DCPSPORTSIDE EXHAUST	FRU 1100W DC Power Supply for VDX6940144S with Port side exhaust airflow	1 Year Warranty	
XBR-250WPSDC-F	SRA	FRU 250W DCPS/FAN	DC Power supply(with integrated fans) for VDX6740DCF	1 Year Warranty	

XBR-250WPSDC-R	SRA	FRU 250W DCPS/FAN	DC Power supply(with integrated fans) for VDX6740DCR	1 Year Warranty	
XBR-3250CFM-FAN-F	SRA	SLX FIXED FAN AC PORTSIDE INTAKE	SLX Fixed FAN Front to Back airflow	1 Year Warranty	
XBR-3250CFM-FAN-R	SRA	SLX FIXED FAN AC PORTSIDE EXHAUST	SLX Fixed FAN Back to Front airflow	1 Year Warranty	
XBR-500WPSAC-01-F	SRA	FRU 500W ACPS	FRU 500W AC Power Supply with Non Port side exhaust airflow for VDX6740T	No Warranty	
XBR-500WPSAC-01-R	SRA	FRU 500W ACPS	FRU 500W AC Power Supply with Port side exhaust airflow for VDX 6740T	No Warranty	
XBR-AC-FAN-F	SRA	FRU AC FAN	FRU AC fan assembly with Non port side Exhaust airflow for VDX6740TF	1 Year Warranty	
XBR-AC-FAN-R	SRA	FRU AC FAN	FRU AC fan assembly with port side Exhaust airflow for VDX6740TR	1 Year Warranty	
XBR-ACPWR-3000	SRA	FRU3000W AC POWER SUPPLY	32slot NetIron MLXe/XMR/MLX AC 3000W power supply	1 Year Warranty	
XBR-ACPWR-650-F	SRA	SLX FIXED AC 650W PS PORTSIDE INTAKE	SLX Fixed AC 650W Power Supply Front to Back airflow. Power cords not included.	1 Year Warranty	
XBR-ACPWR-650-R	SRA	SLX FIXED AC 650W PS PORTSIDE EXHAUST	SLX Fixed AC 650W Power Supply Back to Front airflow. Power cords not included.	1 Year Warranty	
XBR-BLNK-FULL	SRA	PNL BLANK IO MODULES/LC	Blank Panel forVDX87704 and VDX87708 I/O Modules	1 Year Warranty	
XBR-BLNK-HALF	SRA	PNL BLANK SFM/MM FOR 4/8 SLOT CHASSIS	Blank Panel for VDX87704 and VDX87708 SFM and Mgmt Module Slots	1 Year Warranty	
XBR-BLNK-PSU	SRA	PNL BLANK PS FOR 4/8 SLOT CHASSIS	Blank Panel for VDX87704 and VDX87708 PSU Slots	1 Year Warranty	

XBR-DC-CBL-HRNS	SRA	FRU CABLE HARNESS FOR VDX 6940144S DC	Cable harness for VDX 6940144S DC skus	No Warranty	
XBR-DCPWR-3000	SRA	FRU3000W DC POWER SUPPLY	32slot NetIron MLXe/XMR/MLX AC 3000W power supply	1 Year Warranty	
XBR-DCPWR-650-F	SRA	SLX FIXED DC 650W PS PORTSIDE INTAKE	SLX Fixed DC 650W Power Supply Front to BDCk airflow. Power cords not included.	1 Year Warranty	
XBR-DCPWR-650-R	SRA	SLX FIXED DC 650W PS PORTSIDE EXHAUST	SLX Fixed DC 650W Power Supply BDCk to Front airflow. Power cords not included.	1 Year Warranty	
XBR-FAN-40-F	SRA	FRU FAN40MMNONPORT SIDE EXHAUST	FRU AC fan assembly with Non port sideExhaust airflow for VDX694036Q	1 Year Warranty	
XBR-FAN-40-R	SRA	FRU FAN40MMPORT SIDE EXHAUST	FRU AC fan assembly with port side Exhaustairflow for VDX694036Q	1 Year Warranty	
XBR-FAN-80-01-F	SRA	FRU FAN80MMNON PORT SIDE EXHAUST	FRU AC fan assembly with non port side Exhaust airflow for VDX6940144S	1 Year Warranty	
XBR-FAN-80-01-R	SRA	FRU FAN80MMPORT SIDE EXHAUST	FRU AC fan assembly with port side Exhaust airflow for VDX6940144S	1 Year Warranty	
XBR-FAN-FRU	SRA	FRUFAN ASSY 4/8 SLOT CHASSIS	Fan FRU for VDX87704 and VDX87708 Slot Chassis	1 Year Warranty	
XBR-FLTR-4DS	SRA	FRUM4 FILTER RPLCMT 4 POSTSHELF DUCT	Filter replacement for all VDX87704 installed with a duct shelf	1 Year Warranty	
XBR-FLTR-4TEL	SRA	VDX87704 FILTER REPLACEMENT TELCO 2POST	Filter replacement for all VDX87704 mid mounted on a 2 Post rack	1 Year Warranty	
XBR-FLTR-8	SRA	M8 FILTER FRU	Filter replacement for all VDX87708 rack mounts	1 Year Warranty	
XBR-R000297	SRA	FRUSLX FIXED RACKMOUNT KIT	SLX Fixed Rackmount kit. 4post mid/flush mount compatible	1 Year Warranty	
XBR-RMK-4P-8	SRA	VDX87708 RK KIT 4POST 2731RECD FLUSH	VDX87708 Rack kit for Flushed or recessed mount on a 4 Post rack	1 Year Warranty	

XBR-RMK-FL-4	SRA	VDX87704 RACK KIT 4 POST 2731FLUSH	VDX87704 RACK KIT 4 POST 2731 FLUSH	1 Year Warranty	
XBR-RMK-FL-4DS-2	SRA	VDX87704 RACK KIT4 POSTFLUSH MOUNT	VDX87704 RACK KIT 4 POST SHELF DUCT 2731 FLUSH (MODIFIED FOR GEN2 MODULES)	1 Year Warranty	
XBR-RMK-RE-4DS-2	SRA	VDX87704 RACK KIT4 POSTRECESSED MNT	VDX87704 RACK KIT 4 POST SHELF DUCT 2731 RECESSED (MODIFIED FOR GEN2 MODULES)	1 Year Warranty	
XBR-RMK-TELCO-4	SRA	VDX87704 RACK KIT TELCO 2POST MID MT FH	VDX87704 RACK KIT TELCO (2 POST) MID MOUNT AND FLUSH	1 Year Warranty	
XBR-RMK-TELCO-8	SRA	VDX87708 RACK KIT TELCO 2POST MID MT	VDX87708 RACK KIT TELCO (2POST) MID MOUNT	1 Year Warranty	
XBR-SLX9850-4-2PRM-KIT	SRA	2POST RACK MOUNTING KIT FOR SLX98504	Brocade SLX 9850 twopost rack mounting kit for 4 slot chassis. Include telco flush and midplane mounting	1 Year Warranty	
XBR-SLX9850-4-4PRM-KIT	SRA	4POST RACK MOUNTING KIT FOR SLX98504	Brocade SLX 9850 fourpost rack mounting kit for 4 slot chassis. Include 2731 flush and recessed mounting	1 Year Warranty	
XBR-SLX9850-4-CAB	SRA	FRUCABLE MANAGEMENT KIT FOR SLX 98504	Brocade SLX 9850 Cable Management kit for 4slot chassis	1 Year Warranty	
XBR-SLX9850-4-FANM	SRA	SLX98504 FAN MODULE	Brocade SLX 9850 fan module for 4slot chassis. Fan module has 2 fans.	1 Year Warranty	
XBR-SLX9850-4-FLTR	SRA	SLX98504 AIR FILTER	Brocade SLX 9850 air filter for 4slot chassis	1 Year Warranty	
XBR-SLX9850-4-NEBS-KIT	SRA	NEBS KIT FOR SLX98504	Brocade SLX 9850 NEBS kit for 4slot chassis. Includes air filter door air filter and cable management kit	1 Year Warranty	
XBR-SLX9850-4-S	SRA	SPARE SLX98504 CHASSIS	Brocade SLX9850 Spare 4slot chassis	1 Year Warranty	

XBR-SLX9850-4-SFMPNL	SRA	BLANK PANEL FOR SLX98504 SFM	Brocade SLX 9850 switch fabric module blank panel for 4slot chassis	1 Year Warranty	
XBR-SLX9850-8-2PRM-KIT	SRA	2POST RACK MOUNTING KIT FOR SLX98508	Brocade SLX 9850 twopost rack mounting kit for 8 slot chassis. Include telco flush and midplane mounting	1 Year Warranty	
XBR-SLX9850-8-4PRM-KIT	SRA	4POST RACK MOUNTING KIT FOR SLX98508	Brocade SLX 9850 fourpost rack mounting kit for 8 slot chassis. Include flush and recessed mounting	1 Year Warranty	
XBR-SLX9850-8-CAB	SRA	FRUCABLE MANAGEMENT KIT FOR SLX 98508	Brocade SLX 9850 Cable Management kit for 8slot chassis	1 Year Warranty	
XBR-SLX9850-8-FANM	SRA	SLX98508 FAN MODULE	Brocade SLX 9850 fan module for 8slot chassis. Fan module has 4 fans.	1 Year Warranty	
XBR-SLX9850-8-FLTR	SRA	SLX98508 AIR FILTER	Brocade SLX 9850 air filter for 8slot chassis	1 Year Warranty	
XBR-SLX9850-8-NEBS-KIT	SRA	NEBS KIT FOR SLX98508	Brocade SLX 9850 NEBS kit for 8slot chassis. Includes air filter door air filter and cable management kit	1 Year Warranty	
XBR-SLX9850-8-S	SRA	SPARE SLX98508 CHASSIS	Brocade SLX9850 Spare 8slot chassis	1 Year Warranty	
XBR-SLX9850-8-SFMPNL	SRA	BLANK PANEL FOR SLX98508 SFM	Brocade SLX 9850 switch fabric module blank panel for 8slot chassis	1 Year Warranty	
XBR-SLX9850-ACPWR-3000	SRA	SLX9850 AC 3000W POWER SUPPLY	Brocade SLX 9850 AC 3000W power supply for 4slot and 8slot chassis 90270V AC input	1 Year Warranty	
XBR-SLX9850-DCPWR-3000	SRA	SLX9850 DC 3000W POWER SUPPLY	Brocade SLX 9850 DC 3000W power supply for 4slot and 8slot chassis 48V DC input	1 Year Warranty	
XBR-SLX9850-IMPNL	SRA	BLANK PANEL FOR SLX9850 INTERFACE MODULE	Brocade SLX 9850 interface module blank panel for 4slot and 8slot chassis	1 Year Warranty	

XBR-SLX9850-MMPNL	SRA	BLANK PANEL FOR SLX9850 MGMT MODULE	Brocade SLX 9850 management module blank panel for 4slot and 8slot chassis	1 Year Warranty	
XBR-SLX9850-PWRPNL	SRA	BLANK PANEL FOR SLX9850 POWER SUPPLY	Brocade SLX 9850 power supply blank panel for 4slot and 8slot chassis	1 Year Warranty	
XBR-VDX6740-24-DC-F	SRA	FRUVDX674024PSFP+DC NONPORTSIDE EX	FRU VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740-24-DC-R	SRA	FRUVDX674024PSFP+DC PORTSIDE EXH AF	FRU VDX 6740T1G 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740-24-F	SRA	FRUVDX674024PSFP+AC NONPRT SD EX AF	FRU VDX 6740 24P SFP+ AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740-24-R	SRA	FRUVDX674024PSFP+AC PORTSIDE EX AF	FRU VDX 6740 24P SFP+ AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-24-DC-F	SRA	FRUVDX6740T24P10GT DCNONPORTSIDE EX	FRU VDX 6740T 24P 10GBT DC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-24-DC-R	SRA	FRUVDX6740T24P10GBT DCPRT SD EX AF	FRU VDX 6740T 24P 10GBT DC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-24-F	SRA	FRUVDX6740T24P10GBT ACNONPRT SD EX	FRU VDX 6740T 24P 10GBT AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-24-R	SRA	FRUVDX6740T24P10GBT ACPRT SD EX AF	FRU VDX 6740T 24P 10GBT AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	

XBR-VDX6740T-56-1G-DC-F	SRA	FRUVDX6740T1G48P1GBASET PORTSN	FRU VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-56-1G-DC-R	SRA	FRUVDX6740T1G48PX 1GTNPORTSIDE EX	FRU VDX 6740T1G 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS DC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-56-1G-F	SRA	FRUVDX6740 T1G48P X1GTNON PORT EX	FRU VDX 6740T 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6740T-56-1G-R	SRA	FRUVDX6740T1G48PX 1GTPORTSIDE EX AF	FRU VDX 6740T1G 48P 1GBASET PORTS2 40GBE QSFP+ UPGRADABLE TO 10GBASET VIA LICENSE ONLY NO OPTICS AC PORT SIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-24Q-AC-F	SRA	FRU VDX694024QACNON PORTSIDE EXHAUST	FRU Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports AC powersupply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-24Q-AC-R	SRA	FRU VDX694024QACPORTSIDE EXHAUST	FRU Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports AC powersupply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	

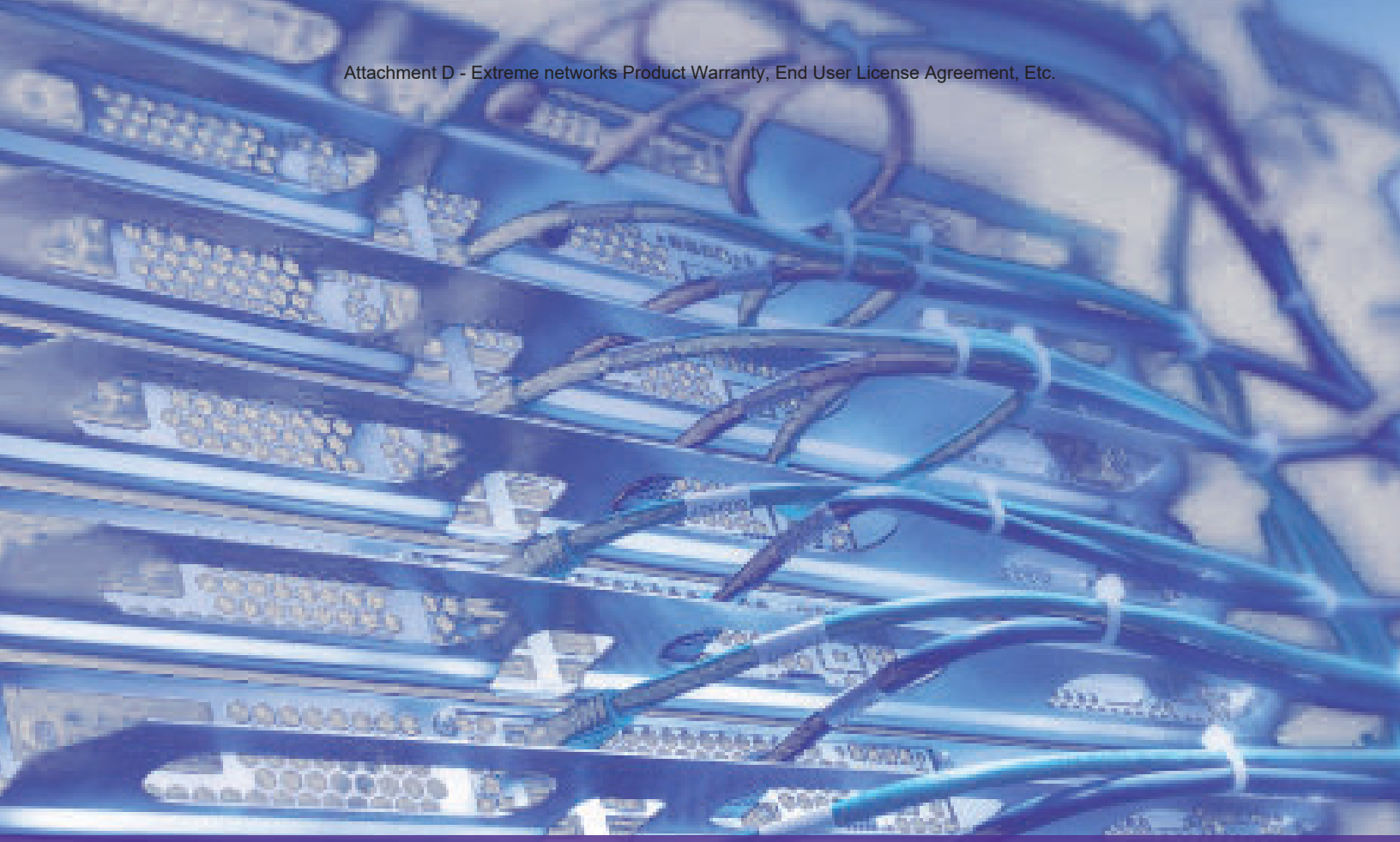
XBR-VDX6940-24Q-DC-F	SRA	FRU VDX694024QDCNON PORTSIDE EXHAUST	FRU Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports DC powersupply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-24Q-DC-R	SRA	FRU VDX694024QDCPORTSIDE EXHAUST	FRU Brocade VDX 694036Q base system with 24 40GbE QSFP+ ports DC powersupply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-64S-AC-F	SRA	FRU VDX694064SACNON PORTSIDE EXHAUST	FRU Brocade VDX 6940144S base system with 64 10GbE SFP+ ports AC powersupply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-64S-AC-R	SRA	FRU VDX694064SACPORTSIDE EXHAUST	FRU Brocade VDX 6940144S base system with 64 10GbE SFP+ ports AC powersupply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-64S-DC-F	SRA	FRU VDX694064SDCNON PORTSIDE EXHAUST	FRU Brocade VDX 6940144S base system with 64 10GbE SFP+ ports DC powersupply NON PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX6940-64S-DC-R	SRA	FRU VDX694064SDCPORTSIDE EXHAUST	FRU Brocade VDX 6940144S base system with 64 10GbE SFP+ ports DC powersupply PORTSIDE EXHAUST AIRFLOW	1 Year Warranty	
XBR-VDX8770-4	SRA	4 SLOT CHASSIS0SFM0MM2FAN0PS	4 I/O Slot chassis 0 SFM 0 MM 2 FAN 0 PSU Blanks fully populated	1 Year Warranty	
XBR-VDX8770-8	SRA	8 SLOT CHASSIS0SFM0MM4FAN0PS	8 I/O Slot chassis 0 SFM 0 MM 4 FAN 0 PSU Blanks fully populated	1 Year Warranty	
XBR-VDXFCOE-01	SRA	CONVERGED SERVICE FRUVDX673016/24	FCOE S/W LICENSE 8 8G FC ports 8 FC optics FOR VDX673024 VDX673016	1 Year Warranty	10/31/2024

XBR-VDXFCOE-02	SRA	CONVERGED SERVICE FRUVDX674040/60	FCOE S/W LICENSE 16 8G FC ports 16 FC optics FOR VDX673060 VDX673040	1 Year Warranty	10/31/2024
XEN-1100WPSAC-F	SRA	FRU1100W PSACNONPORT SIDE EXHAUST AF	FRU 1100W AC Power supply for VDX6940144S NONPORTSIDE EXHAUST AF	1 Year Warranty	
XEN-1100WPSAC-R	SRA	FRU1100W PSACPORTSIDE EXHAUST AF	FRU 1100W AC Power supply for VDX6940144S PORTSIDE EXHAUST AF	1 Year Warranty	
XEN-250WPSAC-F	SRA	FRU250WACPS/FANNO NPORTSIDE EXHAUST	Brocade VDX 6740 G620 PS/Fan FRU NONPORT SIDE EXHAUST AIR FLOW	1 Year Warranty	
XEN-250WPSAC-R	SRA	FRU250WACPS/FANPOR T SIDE EXHAUST	Brocade VDX 6740 G620 PS/Fan FRU PORT SIDE EXHAUST AIR FLOW	1 Year Warranty	
XEN-R000030	SRA	FRU SERIAL CABLE RJ45 / ADAPTOR	Serial Cable (RJ45 Connector)	1 Year Warranty	
XEN-R000291	SRA	FRU 6510 FIXED RACK MOUNT KIT	FRU6510/6505/6710/674 0FIXED RACK MOUNT KITfor 4 post racks	No Warranty	
XEN-R000292	SRA	FRUMIDMOUNT KITBR	FRU6510/6505/6710/674 0 MIDMOUNTKIT for 2 postracks	No Warranty	
XEN-R000293	SRA	FRUFLUSH MOUNT KIT14U RM KITBR	Flush mount kit for 2 post racks for VDX6710/VDX 6740	No Warranty	
XEN-R000294	SRA	FRU2 POST MID MOUNT KIT/FLUSH MOUNT KIT	G620/VDX6940/VDX674 0T MIDMOUNT RACK KIT for 2 post racks	No Warranty	
XEN-R000295	SRA	FRUUNIVERSAL RCK MNT KIT4 POST	FRUUNIVERSAL RACK MOUNT KIT4 POST 2432 DEPTH RCK VDX 6740T/VDX6740T1G	1 Year Warranty	
XEN-R000296	SRA	FRUUNIVERSAL RCK MNT KIT4 POST	G620/VDX6940/VDX674 0T FIXED RACK MOUNT KIT for 4 post racks	No Warranty	
XEN-SLX9640-FAN-F	SRA	SLX 9640 FAN AC F2B AIRFLOW	SLX 9640 FAN Front to Back airflow	1 Year Warranty	

XEN-SLX9640-FAN-R	SRA	SLX 9640 FAN AC B2F AIRFLOW	SLX 9640 FAN Back to Front airflow	1 Year Warranty	
XEN-TWX-0101	SRA	FRU TWINAX1 METER1 PACK	FRU TWINAX1 METER1 PACK	1 Year Warranty	10/31/2024
XEN-TWX-0108	SRA	FRU TWINAX1 METER8 PACK	FRU TWINAX1 METER8 PACK	1 Year Warranty	10/31/2024
XEN-TWX-0301	SRA	FRU TWINAX3 METER1 PACK	FRU TWINAX3 METER1 PACK	1 Year Warranty	10/31/2024
XEN-TWX-0308	SRA	FRU TWINAX3 METER8 PACK	FRU TWINAX3 METER8 PACK	1 Year Warranty	10/31/2024
XEN-TWX-0501	SRA	FRU TWINAX5 METER1 PACK	FRU TWINAX5 METER1 PACK	1 Year Warranty	10/31/2024
XEN-TWX-0508	SRA	FRU TWINAX5 METER8 PACK	FRU TWINAX5 METER8 PACK	1 Year Warranty	10/31/2024
XEN-USB-4GB	SRA	FRU4GB USB DRIVEBR	FRU 4 GB USB Drive	1 Year Warranty	
XESN-PLUS-SW-PKG	Network Management	Extreme Essential Plus Software Package	Extreme Essential Plus Software Package includes Network Management (NMS) AP Adoption Licenses and Network Access Control (NAC)	Software Warranty	
XN-2P-RKMT299	SRA	Two Post NEBS Kit for SLX9150	Spare two post mounting ear NEBS earthquake kit for use in SLX9150	1 Year Warranty	
XN-2P-RMKIT-001	Smart OmniEdge Switching	2P RMKIT X465 VSP4900	Optional two post rack mount kit for ExtremeSwitching X465 and VSP4900 models. Includes brackets for front or midmount of chassis in a two post rack.	Limited Lifetime Warranty with express Advanced Hardware Replacement	
XN-2P-RMKIT-004	Smart OmniEdge Switching	RM Kit 200 series X430 X435 X440G2	Rack Mount Kit Spare for 24 and 48 port models of 200 series X430 X435 X440G2	No Warranty	
XN-2P-RMKIT-XA	EAN	Two Post Rack Mount kit for XA 1400	Optional two post rack mount kit for ExtremeAccess Platform 1400 models. Includes brackets for front mount	No Warranty	

			of chassis in a two post rack.		
XN-4P-RKMT-001	Smart OmniEdge Switching	Spare 4P RMKIT X465 VSP4900	Spare four post rack mount kit for use with ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	
XN-4P-RKMT298	EAN	Four Post Rail Kit VSP 7400 SLX9150	Spare four post rack mount rail kit for use in VSP7400 SLX9150	1 Year Warranty	
XN-ACPWR-2000W-F	Smart OmniEdge Switching	2000W AC PSU X465 VSP4900	Modular Power Supply 2000W AC Front to Back Supported on ExtremeSwitching X465 and VSP4900	1 Year Warranty	
XN-ACPWR-750W-F	EAN	VSP/SLX 750W AC PSU Front to Bk airflow	AC 750W PSU Front to Back Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-ACPWR-750W-R	EAN	VSP/SLX 750W AC PSU Bk to Front airflow	AC 750W PSU Back to Front Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-DCPWR-750W-F	EAN	VSP/SLX 750W DC PSU Front to Bk airflow	DC 750W PSU Front to Back Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-DCPWR-750W-R	EAN	VSP/SLX 750W DC PSU Bk to Front airflow	DC 750W PSU Back to Front Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-FAN-001-F	EAN	VSP/SLX Front to Back Fan	Single Fan module Front to Back Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-FAN-001-R	EAN	VSP/SLX Back to Front Fan	Single Fan module Back to Front Airflow for use in VSP7400 SLX9150	1 Year Warranty	
XN-FAN-002-F	Smart OmniEdge Switching	Spare Fan Module X465 VSP4900	Spare fan module front to back airflow supported on ExtremeSwitching X465 and VSP4900	Limited Lifetime Warranty with express Advanced Hardware Replacement	

XNI-CE2000-FAN	SRA	SPARE FAN TRAY FOR NI CER/CES ROHS6	Leadfree spare fan tray for NetIron CES and NetIron CER Series	1 Year Warranty	
XN-SSD-001-120	Smart OmniEdge Switching	120GB SSD MODULE	Modular SSD 120GB supported on ExtremeSwitching X465 and VSP4900	1 Year Warranty	



Extreme Networks Product Warranty

Additional Extreme Networks product warranty information may be found at:
http://www.extremenetworks.com/support/policies

THIS WARRANTY IS GIVEN TO THE ORIGINAL PURCHASING END USER AND IS APPLICABLE ONLY TO PRODUCTS AND LICENSED MATERIALS AS LISTED HEREIN AND SOLD OR DISTRIBUTED TO SUCH END USER BY EXTREME NETWORKS, INC. (INCLUDING EXTREME NETWORKS IRELAND LIMITED, A WHOLLY OWNED SUBSIDIARY, COLLECTIVELY “EXTREME”) OR AN AUTHORIZED EXTREME CHANNEL PARTNER.

PRODUCT REGISTRATION WITHIN 30 DAYS AFTER PURCHASE IS REQUIRED TO VALIDATE PRODUCT WARRANTY TO ENSURE FULL AVAILABILITY OF SERVICES ELIGIBILITY. FAILURE TO DO SO MAY RESULT IN DELAYS IN RECEIVING WARRANTY SUPPORT.

Table 1 – Extreme Product Warranty Summary of Entitlements

Warranty	Duration of Warranty "Warranty Period"	Global Technical Assistance Center*	On-Line Support Portal	Software/Firmware Availability	Hardware Replacement[1]
1 Year Warranty	One Year	One Year	One Year	90 Days – Defective Software Media Replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
5 Year Warranty	Five Years	Five Years	Five Years	Two years for Base Operational Software[2] Updates	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty – 10 Business Day Ship	Product Lifetime[3]	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades[4] One Year for Advanced Software License Updates[5]	Advanced exchange replacement hardware is shipped within 10 business days
Limited Lifetime Warranty With Express Advanced Hardware Replacement[6]	Product Lifetime	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates[7]	Advanced exchange replacement hardware shipped next business day from RMA approval time
Limited Lifetime Warranty 15 Day Return To Factory Ship	Product Lifetime	Product Lifetime	Product Lifetime	One year for Base Operational Software Updates	Return and Replace – Hardware shipped within 15 business days of receipt of defective asset
Limited Lifetime Warranty With Express Advanced Hardware Replacement-2	Product Lifetime	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades	Advanced exchange replacement hardware shipped next business day from RMA approval time
Software Warranty[8]	90 Days	90 Days	90 Days	90 Days	N/A
1 Month Warranty (WiNG)[8]	1 Month for Hardware	90 Days	1 Month	N/A	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
3 Month Warranty (WiNG)[8]	3 Months	90 Days	3 Months	N/A	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
1 Year Warranty (WiNG)[8, 10]	One Year	90 Days	1 Year	90 Days – Defective software media replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty[8] (WiNG)	Product Lifetime	90 Days	Product Lifetime	90 Days – Defective software media replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty with Express Advanced Hardware Replacement-B[9]	Product Lifetime	Product Lifetime[9]	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades	Advanced exchange replacement hardware shipped next business day from RMA approval time

*8 AM to 5 PM (Monday to Friday) local End User's time.

[1]Actual delivery times may vary depending on specific End User location.

[2]Base Operational Software as defined by Extreme below.

[3]Product Lifetime is as further defined and conditioned by Extreme below.

[4]Updates and Upgrades are as further defined by Extreme below.

[5]Advanced Software License and Advanced Software License Updates are as further defined by Extreme below.

[6]Advanced exchange replacement hardware delivered next business day from RMA approval time for A2, B2/C2, B3/C3, G3 products in North America, Western Europe and Australia only. Advance Hardware Replacement as further defined and conditioned by Extreme below.

[7]Sustaining/Maintenance update releases as defined by Extreme below.

[8]This warranty is also applicable to the WLAN and ADSP products acquired from Zebra technologies by Extreme Networks. Provisions provided under the Extreme Warranty are continuations of the Zebra warranty provisions in place at the time of the acquisition.

[9]Global Technical support provided via: Telephone, Online Support Portal and email for first 12 months, (from Warranty Start Date), Online Support Portal and email support for remainder of Warranty Period.

[10]Product Lifetime for WLAN9100 Products is 3 years post end of sale date.

Product (Limited) Warranty

Hardware Product Warranty

Subject to the limitations and conditions set forth herein, Extreme warrants to the original purchasing End User that each unit of Extreme hardware products ("Hardware Products" or "Products") will be free from defects in material and workmanship under normal use consistent with Extreme's published written specifications for the Product at the time of shipment. Warranty Period is for the duration specified in Table 1 – Product Warranty, beginning from the date of shipment. Breach of warranty will be enforceable against Extreme only if written notice of such breach is received by Extreme within the applicable Warranty Period.

Software Product Warranty

Subject to the limitations and conditions set forth herein, Extreme warrants that commencing on the Warranty Start Date and continuing for a period of ninety (90) days: (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use and (b) the Software substantially conforms to the documentation. Except for the foregoing limited warranty, the Software is provided "AS IS". This limited warranty extends only to the Software purchased from an approved source by an End User who is the first registered end user. End User's sole and exclusive remedy and the entire liability of Extreme and its suppliers under this limited warranty will be (i) replacement of the defective media and/or (ii) at Extreme's sole option, repair or replacement of the Software subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Extreme within the warranty period. In no event does Extreme warrant that the Software is error free or that End User will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Extreme does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

Remedies – In the event of a failure of any Product to comply with the foregoing warranty during the applicable warranty period, Extreme shall, at its sole option, repair or replace the Product (which may include a workaround) or refund the fees paid for such Product following return of such Product. The foregoing sets forth Customer's sole and exclusive remedies for breach of warranty.

To ensure timely receipt of Product Warranty entitlements as described herein, end-user customer must register your Extreme products. Product registration is required within 30 days after purchase to validate product warranty. Failure to do so may result in delays in receiving warranty support. Product warranty registration is available at:

http://www.extremenetworks.com/support/product-registration

To determine the applicable warranty for a particular product reference the Product Warranty Table.

Definitions Used in This Policy

Documentation – Extreme supplied or published then-current technical documentation describing the features and functions of the associated Products.

Warranty Start Date – Used in this policy is from the date of shipment of the Product from Extreme, or in the case of resale by an Extreme authorized reseller, commencing not more than 90 days after shipment by Extreme.

Warranty Duration – Product Lifetime – Except where otherwise defined, a period of time commencing on the Warranty Start Date from Extreme (see below) and ending on five years from the Product's announced end-of-sale date in accordance with Extreme's End of Life policy described at: http://www.extremenetworks.com/support/policies/end-of-life-policy/. For purposes of further clarity, end-of-sale dates are defined in the Extreme End of Life Policy. Extreme Wireless Controllers Product Lifetime warranty duration is one year from the Product's end-of-sale date.

Base Operational Software – Embedded software that is required to operate an Extreme-branded network device and is offered for sale as an inclusive component of such hardware network device product as further described in Extreme's published price list applicable to such hardware product ("Covered Product").

Feature Packs and Advanced Software Licenses – Defined as software enabled pursuant to authorized use of an Extreme-issued license key that enables certain optional embedded software features in an Extreme Networks network device and is offered for sale as an optional component of such hardware network device product as further described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Advanced Software License Updates – Minor releases of Advanced Software Licenses that are optional embedded software features of Covered Products.

Application Software – Defined as software that is not required to operate a network device, such as management software or other standalone software. It is not an enhancement to the Base Operational Software and may reside on another network device.

Upgrade and Update Software / Firmware Release Schema – A.B.C.

- A = Major Release Number. Major software releases are upgrades.
- B = Minor / Sustaining Release Number. Minor / Sustaining releases are updates.
- C = Maintenance / Sustaining Release Number. Maintenance / Sustaining releases are updates.

Extreme Product Warranty Entitlements

Global Technical Assistance Center – Customer is entitled as part of this warranty to utilize Extreme warranty support line via email, Web form or telephone available from 8 AM to 5 PM (Monday to Friday) local End User's time for basic hardware and operational software troubleshooting assistance in connection with warranty claims, including RMA's (excluding installation, configuration and general networking troubleshooting).

On-Line Support Portal – Customer shall also have access to Extreme Customer Support Website by registering the Product and/or FRU at: http://www.extremenetworks.com/support/product-registration/, which may include, but is not limited to: (i) information about status and/or review of known hardware and/or software issues/problems, (ii) access to technical documentation, (iii) the ability to log a case, (iv) information about the status of outstanding RMAs.

Base Operational Software – Updates and Upgrades – Customer is entitled to receive any Base Operational Software or Base Operational Software upgrades/updates that Extreme may develop and generally release on Covered Products.

Base Operational Software: Updates – Customer is entitled to receive any Base Operational Software updates (i.e., sustaining and/or maintenance releases) that Extreme may develop and generally release on Covered Products.

Hardware Replacement: Advanced Exchange Next Business Day Ship – Extreme Networks must process the RMA relating to the defective product per the Advanced Exchange Warranty RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday, in order to ship the replacement product to your site, by the end of day of the Next Business Day. Otherwise Second Business Day shipment will be provided for RMA's processed after the time indicated.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Extreme pays for the return freight of products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or Brokers fees associated with the return of products from Customer to Extreme in the country of origin is Customers responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to customer, excluding any applicable taxes, duties and custom fees in Customers destination country. Extreme will not be the importer of record on any shipments to Customer.

Customer is responsible for returning the defective Product to an Extreme-authorized return facility. In the event that you fail to return the defective Product within ten (10) business days of receipt of the replacement FRU, Extreme reserves the right to require customer to pay the full, or portion of the, List Price of the FRU or product component. Extreme will send an invoice to customer that will reflect the amount to be paid.

Hardware Replacement: Return and Replace – Extreme will make commercially reasonable efforts, at its expense, to see the shipping of a repaired or replacement FRU (feature, function and fit compatible) within 10 or 15 business days (depending upon affected product) of receipt of the defective FRU at an Extreme facility.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Customer pays for the return freight of the product to Extreme'sdesignated location, including any applicable taxes, duties andcustom fees in both country of origin and destination. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to Customer, excluding any applicable taxes, duties and custom fees. Customer must be the Importer of Record for all returns to Customer.

Advanced Hardware Replacement – Extreme provides for the advanced shipment of replacement hardware. After a request for a replacement Field Replaceable Unit (FRU) is validated for warranty entitlement by Extreme Global Technical Assistance Center (GTAC) and a Return Material Authorization (RMA) number is processed, a new field replaceable unit (FRU), Extreme will make commercially reasonable efforts, to pick, pack and ship the replacement FRU per the Hardware Replacement provisions as stated in Table 1 (Warranty Summary of Entitlements) using a commercial delivery service to customer's site.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Extreme pays for the return freight of products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or Brokers fees associated with the return of products from Customer to Extreme in the country of origin is Customers responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to customer, excluding any applicable taxes, duties and custom fees in Customers destination country. Extreme will not be the importer of record on any shipments to Customer.

Customer is responsible for returning the defective Product to an Extreme-authorized return facility In the event that you fail to return the defective Product within ten (10) business days of receipt of the replacement FRU, Extreme reserves the right to require customer to pay the full, or portion of the, List Price of the FRU or product component. Extreme will send an invoice to customer that will reflect the amount to be paid.

Hardware Replacement: General Provisions – Extreme is not responsible for any delays related to export or customs regulations or processes, or transportation issues. Actual delivery times may vary depending on specific customer location.

Dead on Arrival (DOA) All hardware products include Advance Part Replacement (Next Business Day Shipment) during the first 30 days after product shipment. For up to thirty (30) days from the date of shipment of the Product from Extreme (or in the case of resale by an Extreme authorized reseller or channel partner, commencing not more than ninety (90) days after shipment by Extreme), Extreme will use all commercially reasonable efforts to provide Advanced Hardware Replacement of affected field replaceable unit (FRU) of Hardware Products that fail to operate within twenty-four (24) hours of initial installation. For purposes of this DOA policy, "fail to operate" shall mean a material failure to substantially perform in accordance with the Hardware Products' published Documentation.

Warranty Duration: Integrated Component Coverage – For certain product families some Integrated Components, such as power supplies, fans, and cables, may have their own separate warranty duration which may be different than the product it is embedded in. For a listing, reference Table 2 – Integrated Component Coverage below.

Table 2 – Integrated Components Coverage

The following components that are integrated within a product may have separate warranty provisions:

Product Family	Fans	Power Supplies[9]
I-Series	N/A	3 Years
7100G	5 Years	5 Years

[9]External Redundant Power Supplies are included in the warranty coverage for the A, B, and C Series. Redundant Power Supply Cables that are shipped with External Redundant Power Supplies are covered under the Redundant Power Supply Warranty.

Appliance Products and Products Sold Within a Bundle – For products that are sold in a "bundled" manner noted as either a Bundle or as an Appliance in further defined in Extreme's published price list, the warranty provision provided is per each individual Product Part Number that comprises the bundle, unless otherwise noted in the price list.

Warranty Assumptions

Extreme is not responsible for any delays related to export or customs regulations or processes, in the event of force majeure, or due to transportation issues. Actual delivery times may vary depending on specific customer location.

Replacement Products will be warranted for the remaining warranty period of the original Products that were replaced, and may be new or refurbished products. If a warranty claim is invalid for any reason and Extreme agrees to repair the returned Product even though it is not under warranty, Extreme reserves the right to charge for services performed and expenses incurred by Extreme in repairing, handling and shipping the returned Product. Expendable parts, such as fuses, lamps, filters, and other parts that are regularly replaced due to normal use are excluded from this limited Product Warranty.

As to Products repaired or replaced during the original warranty period for such Product, the warranty period on the replacement Product or the repaired Product shall terminate 30 days after shipment to End User or upon the termination of the original warranty period, whichever is longer.

Unless required for operational reasons or as otherwise agreed between customer and Extreme in a separate writing, replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme for the Product being replaced.

As to any out-of-warranty Products repaired, modified or replaced by Extreme at Extreme's regular published charges, the warranty period with respect to the material and workmanship hereunder shall expire 30 days after the date of shipment of said Product to End User.

Warranty Exclusions

Limitation

The warranties set forth above shall not apply to: (i) any third party software or hardware, whether or not such third party software or hardware is or was provided by Extreme; (ii) any Products that have been modified or repaired by anyone or any entity other than Extreme or as authorized by Extreme in writing; or (iii) any Products which have not been maintained in accordance with any handling or operating instructions supplied by Extreme, or that have been subjected to any unusual or non-standard physical or electrical stress, misuse, negligence, accidents, or causes beyond Extreme's control. The warranties and corresponding entitlements set forth herein are for the benefit of and shall apply only to end user customer.

Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES AND CONDITIONS SET FORTH HEREIN, EXTREME MAKES NO OTHER WARRANTIES OR CONDITIONS RELATING TO THE PRODUCTS AND/OR FRU(s) PROVIDED, AND SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES AND FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY OF INFORMATION, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT WILL EXTREME BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, OR PROCUREMENT OF SUBSTITUTE GOODS), HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT ANY REMEDY PROVIDED HEREIN SHOULD FAIL OF ITS ESSENTIAL PURPOSE. EXTREME TOTAL LIABILITY UNDER THIS WARRANTY TO CUSTOMER IN RELATION TO THE PRODUCT(S) AND/OR FRU(S) AND FULFILLMENT OF WARRANTY SERVICES AS DEFINED HEREIN SHALL BE LIMITED TO THE AMOUNTS PAID TO EXTREME FOR SUCH PRODUCT(S) AND/OR FRU(S).

Use of Subcontractors

Extreme reserves the right to engage third party subcontractors to perform any services defined herein on behalf of Extreme.

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5. AUDIT RIGHTS. You agree that Extreme may audit Your use of the Licensed Materials for compliance with this Agreement and Your License Type at any time, upon reasonable notice. In the event that such audit reveals any use of the Licensed Materials by You other than in full compliance with the

license granted and the terms of this Agreement, Extreme reserves the right to charge You for all reasonable expenses related to such audit in addition to any other liabilities and overages applicable as a result of such non-compliance, including but not limited to additional fees for Concurrent Users, excess capacity or usage over and above those specifically granted to You. From time to time, the Licensed Materials may upload information about the Licensed Materials and the associated usage to Extreme. This is to verify the Licensed Materials are being used in accordance with a valid license and/or entitlement. By using the Licensed Materials, you consent to the transmission of this information.

6. RESTRICTION AGAINST COPYING OR MODIFYING LICENSED MATERIALS. Except as expressly permitted in this Agreement, You may not copy or otherwise reproduce the Licensed Materials. In no event does the limited copying or reproduction permitted under this Agreement include the right to decompile, disassemble, electronically transfer, reverse engineer, extract or otherwise derive, the source code and any other ideas, algorithms or procedures from the Licensed Materials, including without limitation the Licensed Software, or to translate the Licensed Materials into another computer language, except to the extent that Extreme is not permitted by applicable law to exclude or limit such rights. The media or software in other form embodying the Licensed Materials may be copied by You, in whole or in part, into machine-readable form, in sufficient numbers only for backup or archival purposes, or to replace a worn or defective copy. However, You agree not to have more than two (2) copies of the Licensed Software in whole or in part, including without limitation the original media, in Your possession for said purposes without Extreme's prior written consent, and in no event shall You operate more copies of the Licensed Software than the specific licenses granted to You. Notwithstanding the above, you may not copy or reproduce the documentation. You agree to maintain appropriate records of the location of the original media and all copies of the Licensed Software, in whole or in part, made by You. You agree to include any copyright, trademark, claims of confidentiality, or trade secrets, or other proprietary notice set forth on the label of the media embodying the Licensed Software on any copy of the Licensed Materials in any form, in whole or in part, or on any modification of the Licensed Materials or any such modular work containing the Licensed Materials or any part thereof.

7. TITLE AND PROPRIETARY RIGHTS.

(a) The Licensed Materials are copyrighted works and, as between You and Extreme, are the sole and exclusive property of Extreme, its Affiliates, and/or its and their suppliers. This Agreement conveys a limited right to operate the Licensed Materials and shall not be construed to convey title to the Licensed Materials to You. There are no implied rights. You shall not sell, lease, transfer, sublicense, dispose of, or otherwise make available the Licensed Materials or any portion thereof, to any other party.

(b) You further acknowledge that in the event of a breach of this Agreement, Extreme shall suffer severe and irreparable damages for which monetary compensation alone will be inadequate. You therefore agree that in the event of a breach of this Agreement, Extreme shall be entitled to monetary damages and its reasonable attorney's fees and costs in enforcing this Agreement, as well as injunctive relief to restrain such breach, in addition to any other remedies available to Extreme.

8. PROTECTION AND SECURITY. In the performance of this Agreement or in contemplation thereof, You and Your employees and agents may have access to private or confidential information owned or controlled by Extreme relating to the Licensed Materials supplied hereunder including, but not limited to, product specifications and schematics, and such information may contain proprietary details and disclosures. All information and data so acquired by You or Your employees or agents under this Agreement or in contemplation hereof shall be and shall remain Extreme's exclusive property, and You shall use all commercially reasonable efforts to keep, and have Your employees and agents keep, any and all such information and data confidential, and shall not copy, publish, or disclose it to others, without Extreme's prior written approval, and shall return, destroy or expunge such information and data to Extreme at its request. Nothing herein shall limit Your use or dissemination of information not actually derived from Extreme or of information which has been or subsequently is made public by Extreme, or a third party having authority to do so.

You agree not to deliver or otherwise make available the Licensed Materials or any part thereof, including without limitation the object or source code (if provided) of the Licensed Software, to any party other than Extreme or its employees, except for purposes specifically related to Your use of the Licensed Materials on a single computer as expressly provided in this Agreement, without the prior written consent of Extreme. You acknowledge that the Licensed Materials contain valuable confidential information and trade secrets, and that unauthorized use, copying and/or disclosure thereof are harmful to Extreme, its Affiliates, and its and their suppliers.

9. MAINTENANCE AND UPDATES. Except as otherwise defined below, updates and certain maintenance and support services, if any, shall be provided to You pursuant to the terms of a separate service and/or maintenance agreement, if Extreme and You enter into such an agreement. Except as specifically set forth in such agreement, Extreme shall not be under any obligation to provide updates, modifications, or enhancements, or maintenance and support services for the Licensed Materials to You. If you have purchased Licensed Materials on a subscription basis then the applicable service terms for Your Licensed Materials are as provided in Your Ordering Documentation. Extreme will perform the maintenance and updates in a timely and professional manner, during the term of Your subscription, using qualified and experienced personnel. You will cooperate in good faith with Extreme in the performance of the support services including, but not limited to, providing Extreme with: (a) access to the Extreme Licensed Materials (and related systems); and (b) reasonably requested assistance and information. Further information about the applicable maintenance and updates terms can be found on Extreme's website at http://www.extremenetworks.com/company/legal/terms-of-support .

10. DEFAULT AND TERMINATION. In the event that You shall fail to keep, observe, or perform any obligation under this Agreement, including without limitation a failure to pay any sums due to Extreme, or in the event that you become insolvent or seek protection, voluntarily or involuntarily, under any bankruptcy law, Extreme may, in addition to any other remedies it may have under law, terminate this Agreement and any other related agreements between Extreme and You.

(a) Immediately after any termination of this Agreement, Your licensed subscription term, or if You have for any reason discontinued use of Licensed Materials, You shall return to Extreme, destroy or expunge (in Extreme's discretion) the original and any copies of the Licensed Materials and remove the Licensed Materials, including without limitation any Licensed Software, from any Network Devices, and certify in writing that through Your best efforts and to the best of Your knowledge the original and all copies of the terminated or discontinued Licensed Materials have been returned to Extreme, destroyed or expunged.

(b) Sections 1, 7, 8, 10, 11, 12, 13, 14 and 15 shall survive expiration or termination of this Agreement for any reason.

11. EXPORT REQUIREMENTS. You are advised that the Licensed Materials, including without limitation the Licensed Software, is of United States origin and subject to United States Export Administration Regulations; diversion contrary to United States law and regulation is prohibited. You agree not to directly or indirectly export, re-export, import or transmit the Licensed Materials, including without limitation the Licensed Software to any country, end user or for any use that is prohibited by applicable United States laws or regulations (including but not limited to those countries embargoed from time to time by the United States government) or contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, re-export, import, transmission or use.

12. UNITED STATES GOVERNMENT RESTRICTED RIGHTS. The Licensed Materials (i) incorporate commercial computer software and commercial computer software documentation developed exclusively at private expense, and (ii) are in all respects proprietary property belonging solely to Extreme or its suppliers. If You are acquiring the Licensed Materials on behalf of any part of the U.S. government, the following provisions apply. The object code and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the object code or the accompanying documentation by the U.S. government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the provisions hereof. Any technical data provided that is not covered by the above provisions is deemed to be "technical data" and "commercial items" pursuant to DFAR Section 252.227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 252.227.7015(b).

13. LIMITED WARRANTY AND LIMITATION OF LIABILITY. Extreme warrants to You that (a) the initially-shipped version of the Licensed Materials will materially conform to the Ordering Documentation; and (b) the media on which the Licensed Software is recorded will be free from material defects for a period of ninety (90) days from the date of delivery to You or such other minimum period required under applicable law. Extreme does not warrant that Your use of the Licensed Materials will be error-free or uninterrupted.

NONE OF EXTREME, ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS, MAKE ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS". THE LIMITED WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, AND STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. IN NO EVENT WILL EXTREME OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE LICENSED MATERIALS BE LIABLE FOR ANY LOST PROFITS OR DATA, OR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR INABILITY TO USE THE LICENSED MATERIALS, TO ANY PARTY EVEN IF EXTREME OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EXTREME OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE LICENSE FEE YOU PAID FOR THE LICENSED MATERIALS DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENT CAUSING THE CLAIM.

Some jurisdictions do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to You. This limited warranty gives You specific legal rights, and You may also have other rights which vary based on Your applicable jurisdiction.

14. GOVERNING LAW; JURISDICTION. The validity, performance and construction of this Agreement and the rights and obligations of the parties pursuant to this Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to any conflicts of law rules that would mandate the application of the laws of another jurisdiction. Extreme and You hereby consent to the exclusive jurisdiction of, and venue in, the State and Federal courts of the State of California. You waive any objections to the personal jurisdiction and venue of such courts. None of the 1980 United Nations Convention on the Limitation Period in the International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act shall apply to this Agreement.

15. FREE AND OPEN SOURCE SOFTWARE. Portions of the Licensed Software provided to You may contain Open Source Software that is subject to a license that permits You to modify these portions and redistribute the modifications (an "Open Source License"). Your use, modification, and redistribution of the Open Source Software are governed by the terms and conditions of the applicable Open Source License. Some of the Open Source Software may be subject to: the GNU General Public License (GPL), the Lesser General Public License (LGPL), the Artistic License, the Mozilla Public License, Common Public License, the BSD License, the MIT License, the Apache License, the Creative Commons License, and/or other Open Source Licenses, copies of which are provided with the Licensed Materials or can be found on Extreme's website at https://www.extremenetworks.com/support/policies/open-source-declaration/. In accordance with the terms of GPL and LGPL, you may request a copy of the relevant source code should GPL and/or LGPL terms apply to your Licensed Software. Additional details are available upon request to Extreme. This offer is valid for up to three years from the date of original distribution of the relevant Licensed Software.

All Open Source Software is provided to You on an "AS IS" basis, and Extreme makes no representations or warranties for the use of this Open Source Software by You independent of any Extreme provided product, software, or services. Refer to the licenses and copyright notices listed in the relevant open source declaration for any specific license terms that apply to each Open Source Software component and warranty, if any, from the associated authors or licensors. Extreme specifically disclaims any warranties for defects caused by altering or modifying any Open Source Software or the products' recommended configuration. You have no warranty or indemnification claims against Extreme in the event that the Open Source Software infringes the intellectual property rights of a third party. Technical support, if any, will only be provided for the unmodified Extreme product as used within such product's recommended configuration.

16. GENERAL.
(a) This Agreement is the entire agreement between Extreme and You with respect to the subject matter hereof, including without limitation the Licensed Materials, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled.

(b) This Agreement may not be changed or amended except in writing signed by both parties hereto. No purchase order shall supersede or amend any terms of this Agreement.

(c) You represent that You have full right and/or authorization to enter into this Agreement.

(d) This Agreement shall not be assignable by You without the express written consent of Extreme. The rights of Extreme and Your obligations under this Agreement shall inure to the benefit of Extreme's assignees, licensors, and licensees.

(e) Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(f) The provisions of the Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto.

(g) Extreme's waiver of any right shall not constitute waiver of that right in future.

(h) Should You have any questions regarding this Agreement, You may contact Extreme at the address set forth below. Any notice or other communication to be sent to Extreme must be mailed by certified mail to the following address:

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119 United States
ATTN: Legal Department

All offers and related ordering for Extreme professional services as further defined herein are subject to the following terms and conditions. These terms and conditions apply to any and all purchase orders submitted by a channel partner, reseller, or end-user (hereafter referred to as "Customer") relating to the Services and will supersede any different or additional terms on Customer's purchase orders.

For the purpose of this Agreement, "Extreme" shall mean either (a) Extreme Networks, Inc. with its billing address at 145 Rio Robles, San Jose, CA 95134, or (b) Extreme Networks Ireland Limited, with its billing address at Rineanna House, Shannon Industrial Estate, Co Clare, Republic of Ireland, VAT No IE8215318B, as such entity is designated in the sales quotation and corresponding order documentation issued hereunder. Billing matters should be directed to CreditAndCollections@extremenetworks.com for e-mail inquiries or you may call 1-408-579-2800 for further direction. If you are exempt from sales tax please furnish a copy of your exemption certificate in the name of Extreme Networks, Inc., or as otherwise reasonably requested by Extreme.

Services. Extreme will provide to Customer network engineering and/or consulting services as further identified by Extreme on its posted Price List and as further described pursuant to your applicable order documentation (the "Services"). Beyond the standard services descriptions as identified in your order documentation, delivery of Services may be further conditioned as set forth in a statement of work, letter of engagement, request for schedule, and/or any other document outlining the scope of services to be performed in accordance with these terms and conditions (hereinafter referred to as a "Scope Document").

Fees, Rates and Payment. Services fees and rates will be as published on Extreme's then-current applicable price list or as specified in the Scope Document, if any. If an hourly rate is specified, Customer will pay for each hour of Services without proration. If a flat rate is specified, Customer will pay at the rate specified. In addition to labor fees, Customer is responsible for all travel and out-of-pocket expenses related to the Services. Travel expenses may include without limitation: lodging, train fare, airfare, parking, tolls and mileage. Shipping expenses, if any, are the sole responsibility of Customer. Shipping expenses include: freight charges from Extreme to the staging area, freight charges from the staging area to the Customer site, overnight courier charges for replacement components, cables, etc. Services may be provided in a number of ways including on-site, telephone, and/or remote support. Fees and rates do not include, and Customer is responsible for, all sales, use, value-added and other taxes, and all customs, duties and tariffs, or export fees now or hereafter claimed or imposed by any governmental authority upon payments to Extreme under this Agreement. Payment on each invoice is due within thirty (30) days of date of such invoice. Extreme will have the right to use subcontractors to perform all or part of the Services as it deems appropriate, provided that Extreme shall remain responsible for such subcontractor's performance of such Services.

Change Orders. In order to add or change any terms or conditions of these Terms and Conditions, a written change order signed by both parties ("Change Order") is required. Extreme will prepare all Change Orders. The parties must mutually agree to all Change Orders. Pending such agreement, Extreme will continue to perform and be paid as if such Change Order had not been requested or recommended.

Deliverables and Acceptance. For purposes of these Terms and Conditions, the term "Deliverables" means the tangible results of the Services. Upon completion of the Services, Customer shall have five (5) days to verify that the Services and Deliverables provided substantially conform to these Terms and Conditions. Customer must notify Extreme of its non-acceptance within such five (5) day period. Any notification of non-acceptance will include a reasonably detailed description of the reasons for such non-acceptance. Extreme shall have thirty (30) days from the date of such notification to rectify the problem, following which Customer shall have another five (5) day period to review the applicable Services or Deliverables. In the event that Customer either (a) does not notify Extreme of any non-acceptance during the relevant five (5) day period, or (b) confirms its acceptance of the applicable Services or Deliverables, in writing within the relevant five (5) day period, the applicable Services or Deliverables shall be deemed accepted. Notwithstanding the foregoing, the acceptance criteria or procedures for Deliverables set forth in any Scope Document will only apply to the Services provided.

License and Ownership. Upon Customer acceptance of a Deliverable and receipt by Extreme of payment in full, Extreme grants Customer a non-exclusive, perpetual, non-transferable license to use such Deliverable for its own internal purposes. Customer's license confers no title or ownership in the Deliverable and will not be construed as a sale of any rights in the Deliverable or the media on which it is recorded or printed. All copyrights and other intellectual property rights existing prior to the date of performance of Services shall belong to the party that owned such rights immediately prior to the date of performance of Services. Neither party shall gain by virtue of these Terms and Conditions any rights of ownership, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. Extreme shall own all copyright, patents, trade secrets, trademarks and other intellectual property rights, title and interest in or pertaining to any techniques, know-how, software, inventions, processes, data, design, diagrams, documentation and all other information and materials created by Extreme in performing the Services hereunder.

Confidentiality. Each party shall hold in confidence all materials or information disclosed to it hereunder which are marked as confidential or proprietary, or if disclosed verbally, would ordinarily be regarded as confidential in the course of business on account of the nature of the information or the circumstances of its disclosure ("Confidential Information"). Each party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such party's own confidential or proprietary information, but in no event less than reasonable care. The obligations of the parties hereunder shall not apply to any Confidential Information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available; (ii) is known by the receiving party at the time of receiving such information; or (iii) is independently developed by the receiving party without use of any of the other party's Confidential Information. Notwithstanding the foregoing, disclosure of Confidential Information shall not be precluded if such disclosure is in response to a valid order of a court or other governmental body or otherwise required by law; provided, however, that the responding party shall first have given notice to the other party hereto to enable such other party to seek a protective order or otherwise prevent such disclosure.

Limited Warranty. Extreme will use reasonable commercial efforts to provide the Services in a professional and workmanlike manner. EXTREME MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY UNDER THESE TERMS AND CONDITIONS AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXTREME'S TOTAL LIABILITY ARISING FROM THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE TOTAL AMOUNT PAID TO EXTREME UNDER THIS AGREEMENT. EXTREME WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND UNDER THESE TERMS AND CONDITIONS. Extreme will not be responsible in any way for any losses or other consequences arising from its failure to meet any schedule due to any delay, inability or failure by Customer or third party to deliver or provide access to any information or materials required for performance of the Services.

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL EXTREME, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF EXTREME, ITS DIRECTORS, OFFICERS, EMPLOYEES , AGENTS AND AFFILIATES, FOR DAMAGES HEREUNDER IS LIMITED TO THE AMOUNTS THAT CUSTOMER HAS PAID EXTREME UNDER THE SCOPE DOCUMENT UNDER WHICH CUSTOMER'S CLAIM AROSE.

CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EXTREME, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY THEM ARISING IN CONNECTION WITH THE PERFORMANCE OF SERVICES HEREUNDER EXCEPT TO THE EXTENT RESULTING FROM EXTREME'S WILLFUL OR KNOWING MISCONDUCT.

Noninterference with Business. During this Agreement, and for a period of two (2) years immediately following this Agreement's termination or expiration, Customer agrees not to interfere with the business of Extreme in any manner. By way of example and not of limitation, Customer agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Extreme.

Master Services Agreement. Except as otherwise governed pursuant to a valid and current written and duly executed agreement between Customer and Extreme (a "Services Agreement") in the event of a conflict between such Services Agreement and these Terms and Conditions, the terms of the Services Agreement will prevail as applied against such conflicting terms.

Miscellaneous. Extreme is and at all times shall be an independent contractor in all matters relating to these Terms and Conditions. These Terms and Conditions will be governed by the laws of California, without regard to that body of law controlling conflicts of law. All disputes arising under these Terms and Conditions shall be brought in Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose, as permitted by law. Either party shall have the right to terminate these Terms and Conditions upon the material breach of the other party; provided the breaching party has failed to cure such breach within thirty (30) days after receipt of written notice of such breach. A provision of these Terms and Conditions will survive expiration or termination of these Terms and Conditions if the context of the provision indicates that it is intended to survive. If these Terms and Conditions is terminated, Customer will promptly pay Extreme for Services performed prior to the termination date, plus any expenses incurred. These Terms and Conditions may not be assigned by Customer by operation of law or otherwise without the prior written approval of Extreme. Extreme's rights and obligations, in whole or in part, under these Terms and Conditions may be assigned or delegated by Extreme to any affiliated company or subsidiary or in connection with a merger, reorganization, consolidation or sale of all or substantially all of Extreme's assets. These Terms and Conditions shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. Neither party will have the right to claim damages or to terminate these Terms and Conditions as a result of the other party's failure or delay in performance due to circumstances beyond its reasonable control (except for obligations relating to fees payable under these Terms and Conditions), including but not limited to labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, natural disasters, governmental action or terrorism. If any part of these Terms and Conditions is found invalid or unenforceable, that part will be enforced to the maximum extent permitted by law and the remainder of these Terms and Conditions will remain in full force.

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Terms of Support

NOTICE TO ALL USERS: PLEASE READ THESE TERMS OF SUPPORT (THE "AGREEMENT") CAREFULLY. EXTREME RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THIS AGREEMENT AT ANY TIME WITHOUT FURTHER NOTICE BUT WILL POST THE REVISED AGREEMENT ON EXTREME'S WEBSITE. YOUR CONTINUED USE OF THE SERVICES AFTER ANY SUCH REVISIONS CONSTITUTES YOUR ACCEPTANCE OF THE NEW AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT OR ANY FUTURE REVISED AGREEMENT, DO NOT USE OR CONTINUE TO USE THE SERVICES. IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE EXTREME WEBSITE TO DETERMINE IF THERE HAVE BEEN ANY CHANGES TO THIS AGREEMENT AND TO REVIEW SUCH CHANGES.

Extreme Networks, Inc. ("Extreme") agrees to provide the ExtremeWorks Support Program and related Support Plans to You pursuant to the following terms and conditions. If You do not accept these terms, do not purchase or use the ExtremeWorks Support Program or related Support Plans.

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

1.1 "Authorized Resellers" means those companies (a) authorized by Extreme to resell, promote or deliver the ExtremeWorks Support Program to the marketplace, and (b) through which Company has purchased the ExtremeWorks Support Program.

1.2 "Customer" or You" means a purchaser of the Services who acquires such Services for ordinary business usage and not for purposes of further distribution or resale.

1.3 "Customer Documentation" means Product documentation, Product specifications and other related materials.

1.4 "Customer Personal Data" means all personal data (as defined in the Data Protection Law) which is processed by Extreme on Your behalf, or on behalf of an End User, in connection with the Services.

1.5 "Data Protection Law" means all applicable laws relating to data protection and privacy including (without limitation) the EU Data Protection Directive (95/46/EC) as implemented in each jurisdiction, the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and any amending or replacement legislation from time to time.

1.6 "Defect" means a failure of any Product to operate in accordance with Extreme's technical specifications as set forth in the End User Documentation.

1.7 "Intellectual Property Rights" means any and all current and future (i) rights associated with works of authorship; including but not limited to copyrights, moral rights, and mask-work rights; (ii) patent rights, rights of priority, and design rights; (iii) trade secret rights, (iv) trademark rights (including service mark rights) and trade dress rights; (v) all other intellectual and industrial property rights of every kind and nature which may exist anywhere in the world, whether registered or unregistered; and (vi) any and all applications and registrations, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, reissues or reexaminations of any of the foregoing.

1.8 "Price List" means Extreme's suggested retail price list applicable to the delivery location in effect at the time of order acceptance by Extreme, which price list is subject to revision from time to time in Extreme's sole discretion.

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1.9 “Products” mean Extreme commercial networking products as identified in the Price List, including (i) hardware products with embedded Software, (ii) Software Products in object code form, (iii) End User Documentation, and (iv) other materials related to the foregoing, if any, supplied to You and/or the Company in a commercial package.

1.10 “Releases” mean Updates and Upgrades, collectively. No Alpha or Beta or non-production versions shall be considered Releases.

1.11 “Services Environment” refers to the combination of hardware and software components owned, licensed or managed by Extreme to which Extreme may establish a data communication link between You and Extreme, and from which Extreme may access Your Products, as part of, and in order to, provide the Services You have ordered. You may be required to provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.

1.12 “Service Specification” means the Extreme document that sets forth the description of the Extreme service or solution-offering that You are purchasing.

1.13 “Services” mean the services provided by Extreme under the ExtremeWorks Support Program (or similar support arrangement), the Premier Services Program (PSP) Foundation Services, and Extreme Managed Services, or any other end user services provided by Extreme under this Agreement in accordance with the applicable program guide, and as further described in the Service Specification.

1.14 “Software” or “Software Products” mean Extreme software products in object code form which are either sold separately or embedded into Extreme hardware products. Software Products are licensed to You and/or Company under the then-current software license terms for the Software Product in effect at the time of order acknowledgement by Extreme.

1.15 “Trademarks” mean “Extreme Networks” and the applicable Product trademarks as listed in Extreme’s usage guidelines, subject to revision from time to time in Extreme’s sole discretion.

1.16 “Update” means a new version of a Software Product that includes defect corrections, bug fixes and/or minor enhancements that operate within the framework of the specifications for the current Upgrade of the Software Product, but does not include substantive features or functions not performed by the prior Release of the Software Product.

1.17 “Upgrade” means a new version of a Software Product that includes substantive features or functions not performed by the prior Release of the Software Product.

1.18 “Your Content” means all text, files, images, graphics, illustrations, information, data (including Customer Personal Data as defined in this Agreement), audio, video, photographs and other content and material, in any format, provided by You or on behalf of any End User that reside in, or run on or through, the Service.

2. Services. The scope of the Services provided to Company hereunder is based on the support plan purchased by Company for each unit of the Product purchased. Service Descriptions of the available Extreme support plans, including Extreme’s obligations and End User entitlements, are set forth at, http://www.extremenetworks.com/support/maintenance-services (together, the “Support Plans”). Certain on-site Services may not be available in some geographic regions or may require a “phase-in” period before they can be made available to Company. Extreme shall have the right to use subcontractors to perform all or part of the Service(s), as it deems appropriate. To be eligible for the PSP Foundation Service, Company must have Extreme equipment with current maintenance support entitlements. Future Services are deemed added to this Agreement at such time as they are added to the Price List, unless otherwise specified by Extreme in writing. Extreme has the right to discontinue the distribution or availability of any Service at any time upon sixty (60) days’ prior notice to Company by email, notification on Extreme’s website, or any other method permitted under this Agreement. In accordance with the Support Plan purchased for the applicable Product, the Services may include the following:

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2.1 Releases. Extreme or its authorized representatives will make available to Company all Releases made generally available by Extreme only for Products for which Company has an active contract for Services. The content of all Releases shall be decided upon by Extreme in its sole discretion. Updates for Products for which Company has an active contract for Services shall be provided to Company at no additional charge during the term of this Agreement. Extreme shall impose additional charges for Upgrades. Company shall install only one (1) copy of a Release for each Product under an active contract for Services, and Company is prohibited from installing Releases on any Product which is not covered under an active contract for Services.

2.2 Corrections. Extreme shall use commercially reasonable efforts to provide a correction or workaround for any reported and reproducible Defect in any Product for which Services have been purchased with a level of effort commensurate with the severity level; provided that Extreme shall have no obligation to correct all Defects in the Products. Company shall notify Extreme TAC of the nature and severity of such Defect and the specific serial number of the applicable Product, and provide Extreme with enough information to locate and reproduce the Defect. Extreme shall not be responsible for correcting any Defect not attributable to Products or any Defect listed under Section 3 (“Exclusions”).

3. Exclusions. The Services provided by Extreme hereunder will not include support and maintenance of any third-party software or hardware not provided by Extreme. Extreme is not required to provide any services for problems arising out of: (i) Company’s failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas, GBICs and miniGBICs. Extreme shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at Extreme’s then-current rates for special technical services and on Extreme’s then-current terms and conditions for such services, subject to acceptance by Extreme at its sole discretion.

4. Company Obligations.

4.1 Company Assistance. Company agrees to provide Extreme with reasonable access to the Products for which problems are reported and all back-ups and Company information services, technical personnel, facilities, and premises as required in connection with the performance of the Services. To efficiently resolve problems and perform local hardware diagnostics, Company shall provide modem level access for all Company sites. Company may provide passwords and/or activate the modem when needed. Company shall be responsible for any and all cables, hardware or software not provided by Extreme. Company’s failure to provide such access or information may delay the Services and/or result in Extreme’s inability to perform the Services; in such cases, Extreme shall not be liable for any consequences relating to or resulting from such delay or failure to perform.

4.2 Contact People. Company shall appoint at least two (2) individuals who have been trained and are knowledgeable on Extreme products within Company’s organization to serve as the primary contacts between Company and Extreme and to receive support as provided herein. Company shall provide and shall update as appropriate contact information for the primary contacts, including address, phone number and email address. All of Company’s support inquiries shall be initiated through these primary contacts.

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4.3 Restrictions on Copying and Reverse Engineering. As a material consideration for this Agreement, Company expressly agrees not to translate, disassemble, reverse compile or reverse engineer the Products, including the Software Products, in whole or in part, except to the extent such prohibition is restricted by applicable law. Company will not copy, modify, create derivative works, rent, lease, loan or use for timesharing or service bureau purposes any Products, including Software Products, in whole or in part without the prior written approval of Extreme, which approval may be withheld in Extreme's sole discretion.

4.4 No Removal of Markings. Company agrees to comply with all legends that appear on or in the Products and not to remove or destroy any patent, copyright, logo, trademark, trade name, proprietary marking, or confidentiality legend placed upon or contained within Products, containers or End User Documentation supplied by Extreme.

5. Ordering and Payment Terms.

5.1 Orders.

5.1.1 The terms and conditions of this Agreement will apply to any and all purchase orders submitted by Company and will supersede any different or additional terms on Company's purchase orders.

5.1.2 Each purchase order must be acknowledged and accepted by Extreme in writing prior to Extreme incurring any obligation under such purchase order. Extreme reserves the right to reject any order.

5.1.3 In countries where Services are available from Extreme, Company may purchase a Support Plan set forth on Extreme's then-current Price List by submitting an order for such Support Plan either at the time of the purchase of the Product to which it relates or at any time thereafter, subject to Section 5.2 ("Reinstatement and Inspection"), Section 6 ("Support for End of Life") and Extreme's acceptance of such order at its sole discretion. Company shall be responsible for any other travel and living expenses incurred in connection with the Services or on-site Service calls that are not expressly included in Company's applicable Support Plan.

5.1.4 Each order of one Support Plan is only valid for a single unit or units of the Product for which Service is purchased and paid for. All orders for Services must include the location where the Services will be provided, the Support Plan being purchased and the model number and serial number of the Product to be supported or such information must be provided to Extreme in writing promptly following the purchase of the Services. Extreme will not be obligated to provide Services for a Product unless Extreme has received such information.

5.1.5 All orders for Services placed with Extreme will be non-cancelable, and all support fees and training fees, if applicable, paid to Extreme shall be non-refundable.

5.2 Reinstatement and Inspection. If Services are not ordered concurrently with any Product orders or are not promptly renewed each year, Extreme may, at its option, commence such Services upon payment of the applicable support fee and a reinstatement fee. If a Product is purchased in used condition, Extreme may, at its option, inspect the Product and commence Services for such Product upon payment of the applicable support fee, a reinstatement fee and Extreme's inspection fee.

5.3 Purchases from Extreme. If Company is purchasing the Services directly from Extreme, Extreme's terms and conditions of sale and service shall apply to such purchase. These terms and conditions can be found at http://extremenetworks.com/company/legal/terms-of-sales/ .

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5.4 Purchases from Authorized Reseller. If Company is purchasing the Services from an Authorized Reseller, notwithstanding the above, the payment terms set forth in Company's agreement with the Authorized Reseller shall govern; provided, however, in the event the Company's Authorized Reseller defaults on its payment obligations to Extreme for the Services, then You or Company's Use of the Services may be suspended without notice, until such time as the Authorized Reseller cures the breach, or the Company elects to contract for Services directly with Extreme. All other terms of this Agreement shall remain in full force and effect, and any other conflicting, additional or different terms set forth in an agreement between the Company and an Authorized Reseller are superseded by this Agreement and shall be entirely unenforceable against Extreme.

6. Support for End of Life.

6.1 Product End of Life. In the event Extreme discontinues or otherwise ceases to make available to its customers a particular Product model number, Extreme will continue to offer Services for such Product in accordance with its then-current End of Life Policy available at https://www.extremenetworks.com/support/end-of-sale-and-end-of-support-products/. The Services shall remain in effect with respect to other Products, if any, then covered.

6.2 Support Plan End of Life. Extreme reserves the right to discontinue any Support Plan in its sole discretion upon sixty (60) days' notice, by email, notification on Extreme's website, or any other method permitted under this Agreement, to Company; however, Extreme will continue to provide services under such discontinued Support Plan through the end of any prepaid support period so long as You and/or the Company is not in breach of any of its obligations under this Agreement.

7. Records and Audit. Company agrees to maintain complete, clear and accurate records relating to its activities under this Agreement, including, without limitation, its inventory and sales of each Product and Service (including reseller and end user information) (the "Records"), and retain such Records for such time period as may be required by law and commercially reasonable prudent practices, but not less than two (2) years. Such Records will be maintained in accordance with standard business practices and Generally Accepted Accounting Principles. Company will permit Extreme, or persons designated by Extreme, at Extreme's cost, to audit the Records to ensure compliance by Company with its obligations to Extreme. Any such audit shall be conducted during regular business hours and in such a manner as to not unduly interfere with normal business activities of Company. If the audit reveals an underpayment of amounts owed to Extreme, Company will promptly pay any such shortfall, and if such underpayment is more than 5% for the audited period, Company will further pay, or reimburse Extreme for, the cost of the audit, including professional fees.

8. Return Process. If Company is returning a Product to Extreme, Company must first obtain a Return Material Authorization ("RMA") number from Extreme. Company must return the entire contents of the defective Product and dated End User proof of purchase for the defective Product, if requested by Extreme, marked with the RMA number, to a receiving point designated by Extreme. Shipping cartons that are not marked with RMA numbers will be rejected by Extreme and returned to Company via collect freight. Extreme will pay the transportation charges (excluding taxes, duties and customs) in accordance with the Support Plan purchased for such Product. Notwithstanding the foregoing, Company retains sole responsibility for risk of loss or damage to Products during shipment to and from Extreme. Products returned to Extreme may be repaired or replaced by Extreme at Extreme's sole discretion. Replacement Products may be new or refurbished Products. In the event that Extreme evaluates and determines there is "no trouble found" in greater than twenty-five percent (25%) of the Products or parts returned in a ninety (90) day period, Extreme reserves the right to charge Company a service charge of twenty percent (20%) of the List Price per unit.

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9. Ownership of Intellectual Property Rights; License; Non-Disclosure.

9.1 Intellectual Property Rights. You and Company acknowledge that the Products are proprietary to Extreme and its suppliers, and that Extreme and its suppliers retain exclusive ownership of all Intellectual Property Rights in and to the Products, including in and to any Software Products and Trademarks. You and Company will take all reasonable measures to protect Extreme's Intellectual Property Rights in any Product. Except as expressly provided herein, Company is not granted any right to any Intellectual Property Rights with respect to any Product.

9.2 License. All Releases provided under the Services are licensed subject to the terms and conditions of the then-current Software license agreement for such Software Product in effect at the time the Release is provided.

9.3 Non-Disclosure. You and/or the Company may be exposed to certain confidential information of Extreme including but not limited to information concerning the business, technology, and customers of Extreme, which You and/or Company knows or should know is Extreme's confidential and proprietary information (herein "Confidential Information"). You and/or Company agrees that while this Agreement is in effect and for a period of three (3) years thereafter, You/it will not: (i) use the Confidential Information for any purpose other than to perform under this Agreement; or (ii) disclose to any third party any Confidential Information without the prior written consent of Extreme. Company may disclose Confidential Information only to its employees or contractors on a need to know basis and as is reasonably necessary to allow the party to perform under this Agreement; provided that each such employee or contractor is under a written obligation of nondisclosure which protects the Confidential Information under terms at least as stringent as these terms. This Section will not apply to Confidential Information after such information is made public by Extreme. If any Confidential Information is required to be disclosed by Company as a matter of law or by order of a court or other legal process, Company will promptly notify Extreme of such obligation to disclose and reasonably assist Extreme in obtaining a protective order or otherwise limiting such disclosure.

10. Warranty. All Updates provided hereunder are warranted for the remaining warranty period of the original Software Product, if any, as specified in the warranty card which shipped with the original Software Product. All Upgrades are warranted as set forth in the warranty card for such Upgrade. Replacement Products provided under the Services are warranted for the remaining warranty period of the original Product, if any, as specified in the warranty card which shipped with the original Product. Nothing in the Services shall be construed as expanding or adding to the warranty set forth on the warranty card. Extreme will use all reasonable commercial efforts to provide the support requested by You and/or Company under this Agreement in a professional and workmanlike manner. In the event that Extreme fails to meet this warranty, Extreme may reperform the Services, but Extreme cannot guarantee that every question or problem raised by You or the Company will be resolved. EXTREME WARRANTS THE SERVICES ONLY TO YOU AND/OR COMPANY PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. EXCEPT AS SET FORTH ABOVE, EXTREME MAKES, AND YOU AND/OR COMPANY RECEIVE, NO OTHER WARRANTIES OF ANY KIND. EXTREME EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER EXPRESS, IMPLIED (in fact or by operation of law), STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, TERM OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, ABSENCE OF HIDDEN DEFECTS, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY, TERM OR CONDITION THAT MAY ARISE BY REASON OF USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE.

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11. Term and Termination.

11.1 Services Term. The Services start date shall be determined as follows: (a) for the initial purchase of Service, the Service start date shall be the original shipment date of the covered Product from Extreme, and (b) for Service renewals, the Service start date shall be the date on which the prior Service period ended. Company shall be responsible for the Service Fees from such Service start date. The Service end date will be 12 months from the Service start date, unless otherwise specified in writing by Extreme. Unless Company or Extreme provides notice at least sixty (60) days prior to the end of the Support Plan term of its intent not to renew the Support Plan, the Support Plan term will automatically renew for one (1) year subject to payment being received by Extreme for such Support Plan. If Company fails to pay the annual Support Plan fees in accordance with Extreme's invoice, the applicable ExtremeWorks Support Plan will automatically terminate without notice.

11.2 Agreement Term. All Releases provided under the Services are licensed subject to the terms and conditions of the then-current Software license agreement for such Software Product in effect at the time the Release is provided.

11.3 Termination. This Agreement shall be terminated immediately upon the expiration of all prepaid support periods for the Support Plans purchased by You and/or Company. This Agreement may also be terminated by Extreme (i) for its convenience, upon sixty (60) days' prior written notice to the Company; provided, however, that Extreme will continue to provide Services during any prepaid support period so long as this Agreement was not terminated for Your or Company's breach, (ii) immediately upon written notice to Company, if Company breaches or violates any provision of Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("No Removal of Markings"), and 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure"); (iii) immediately upon written notice to Company, if Company fails to perform or otherwise defaults in any of its obligations (other than those covered by Section 11.3(ii) above) under this Agreement and fails to cure such failure or default within thirty (30) days after written notice thereof, or (iv) , immediately upon written notice to the Company, if the Company is insolvent or makes any arrangement with its creditors generally, or has a receiver appointed for all or a substantial part of its business or properties, or an insolvency, bankruptcy or similar proceeding is brought by or against Company and involving Company as debtor, and if brought against Company is not dismissed within sixty (60) days from its institution, or if Company goes into liquidation or otherwise ceases to function as a going concern.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement for whatever reason, You and/or Company shall no longer be entitled to receive Services from Extreme pursuant to this Agreement, all support fees and training fees paid prior to the effective date of termination shall be non-refundable, and Extreme will no longer have any obligation to provide Services to You and/or Company for the Products pursuant to this Agreement. In addition, Extreme will be entitled to reject all or part of any orders received from Company after notice but prior to the effective date of termination. By thirty (30) days from the effective date of termination, Company will return or destroy all copies of the Confidential Information. At the request of Extreme, the president or the equivalent officer of Company will certify in writing that Company has complied with its obligations hereunder.

11.5 Survival of Terms. The following Sections will survive any expiration or termination of this Agreement for whatever reason: Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("No Removal of Markings"), 6 ("Support for End of Life"), 7 ("Records and Audit"), 8 ("Return Process"), 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure"), , 11.4 ("Effect of Termination"), 11.5 ("Survival of Terms"), 12 ("No Consequential Damages"), 13 ("Limitation on Liability"),14 ("Data Protection").

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12. No Consequential Damages. Except in case of bodily injury or death where, and then only to the extent that, applicable law requires such liability, UNDER NO CIRCUMSTANCES WILL EXTREME BE LIABLE FOR (i) ANY LOST PROFITS (even if they arise as a direct or immediate consequence of the event that generated the damages), OR (ii) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS, LOST REVENUE OR LOST SAVINGS, LOSS OF USE, LOSS OR DAMAGE TO DATA OR GOODS OR INTERRUPTION OF BUSINESS, IN EACH CASE HOWEVER CAUSED, AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED HEREIN. IN NO EVENT WILL EXTREME BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

13. Limitation on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT IN CASE OF BODILY INJURY OR DEATH WHERE, AND THEN ONLY TO THE EXTENT THAT, APPLICABLE LAW REQUIRES SUCH LIABILITY, EXTREME'S AGGREGATE LIABILITY FROM OR IN RELATION TO THIS AGREEMENT AND THE SERVICES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY COMPANY TO EXTREME FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE MOST RECENT FULL CALENDAR YEAR PRECEDING COMPANY'S INITIAL NOTICE OF ANY CLAIM OR POTENTIAL CLAIM HEREUNDER. THIS LIMITATION SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

14. Data Protection.

14.1 Subject to Section 14.2, in performing the Services, Extreme will comply with industry standard privacy requirements as may further be defined within the *Extreme Networks Privacy and Cookies Policy*, which is available at www.extremenetworks.com, and is incorporated herein by reference. *Extreme's Privacy and Cookies Policy* is subject to change at Extreme's discretion; however, Extreme policy changes will not result in a material reduction in the level of protection provided for Customer Personal Data provided during the term Your order.

14.2 This Section 14.2 shall apply where Extreme's processing of personal data in connection with this Agreement is subject to Data Protection Law. In the event of a conflict between Section 14.1 and Section 14.2, this Section 14.2 shall apply. You have appointed Extreme to process Personal Data on Your behalf as is necessary to provide the Services and in accordance with such other written instructions as You may issue from time to time. The parties' respective obligations for the processing and control of Customer Personal Data are set out in Annex 1 – Processing of Customer Personal Data, located at http://bit.ly/2s6YBfi, which is incorporated herein by reference.

14.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for the introduction of any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

14.4 You may not provide Extreme access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless explicitly agreed between the parties. If available, You may purchase Services from Extreme designed to address particular data protection requirements applicable to Your business or Your Content.

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15 Miscellaneous.

15.1 Notices. Any notices permitted or required under this Agreement will be in writing and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Either party may change its address by giving written notice of such change in the manner provided. Notices to Extreme shall be sent to: Extreme Networks, Inc., 6480 Via del Oro, San Jose, California 95119, Attention: Legal Department, Fax: (408) 579-3000.

15.2 Assignment. This Agreement may not be assigned by Company by operation of law or otherwise without the prior written approval of Extreme. Extreme's rights and obligations, in whole or in part, under this Agreement may be assigned or delegated by Extreme to any affiliated company or subsidiary or in connection with a merger, reorganization, consolidation or sale of all or substantially all of Extreme's assets. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

15.3 Waiver; Severability. The waiver by either party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

15.4 Injunctive Relief. It is expressly agreed that a violation of Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("No Removal of Markings"), or 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure") of this Agreement could cause irreparable harm to Extreme and that a remedy at law could be inadequate. Therefore, in addition to any and all remedies available at law, Extreme will be entitled to seek injunctive relief or other equitable remedies in the event of any threatened or actual violation of any or all of the provisions hereof.

15.5 Controlling Law; Venue. This Agreement shall be governed in all respects exclusively by the laws of the State of California and the United States of America without regard to conflicts of law principles. The United Nations Convention on the International Sale of Goods is hereby expressly excluded from application to this Agreement. All disputes arising under this Agreement shall be brought in Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose, as permitted by law, and Company consents to personal jurisdiction in such courts.

15.6 Timing of Disputes. All disagreements or controversies of any kind whether claimed in tort, contract or otherwise concerning this Agreement shall be brought within one (1) year after the occurrence of the event giving rise to the disagreement or controversy.

15.7 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

15.8 Export. Company acknowledges that it must comply with all applicable laws and regulations of the United States that may restrict the export, re-export, or transshipment of certain commodities and technical information, including the Products, the Services and technical information relating thereto, in any medium. Company will obtain and maintain all approvals and licenses, including export licenses, permits and authorizations, from the appropriate governmental authorities as may be required to enable Company to fulfill its obligations under this Agreement and shall comply with all applicable laws, rules, policies and procedures of the United States government. Company acknowledges that, unless prior written authorization is obtained from the relevant authorities in the United States, it will not export, re-export, or transship, directly or indirectly, any Products, Services or technical information relating thereto, in any medium, that would be in contravention to any applicable laws and regulations of the United States then in effect. Company shall indemnify and hold harmless Extreme for any violation or alleged violation by Company of such laws or regulations. Company's obligations pursuant to this Section shall survive and continue after any termination of rights under this Agreement.

15.9 Force Majeure. Neither party will have the right to claim damages if this Agreement is terminated as a result of the other party's failure or delay in performance due to circumstances beyond its reasonable control (except for obligations relating to fees payable under this Agreement), including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, natural disasters, governmental action or terrorism.

15.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes, and its terms govern, all prior and all contemporaneous proposals, negotiations, commitments, understandings, agreements or other communications between the parties, oral or written, regarding such subject matter, including any prior click through agreements.

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119

Wednesday, July 25, 2018

Sample Customer
Sample Street Address
Sample City, State & Zip

Re: Extreme Networks, Inc.
Property Schedule No. ____

Dear Sample Customer:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please **print out two (2) sets**.) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:**

EXTREME NETWORKS, INC. ATTN: Sample Account Manager
6480 VIA DEL ORO, SAN JOSE, CA 95119

Only the person with Signing Authority, listed on the Lessee's Certificate, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Extreme Networks, Inc. will return a fully executed original set for your files.

***Please Note:* All fully executed documents must be returned no later than Expiration Date; otherwise, the transaction is subject to re-pricing.**

Executed documents required for funding are:

1. Master Tax-Exempt Lease/Purchase Agreement
2. Addendum/Amendment to Master Purchase Agreement
3. Property Schedule No. ____
4. Property Description and Payment Schedule (Exhibit 1)
5. Lessee's Counsel's Opinion (Exhibit 2)
6. Lessee's Certificate (Exhibit 3)
7. Payment of Proceeds Instructions (Exhibit 4)
8. Acceptance Certificate (Exhibit 5)
9. Bank Qualification Certificate (Exhibit 6)
10. Certificate of Insurance – ***Required prior to funding.***
11. Notification of Tax Treatment with Tax Exemption Certificate or Letter – ***Required for annual state tax audits.***
12. Invoicing Instructions – ***Required in order to ensure that invoices are directed to the proper area in your organization.***
13. Escrow Agreement
14. IRS Form 8038-G or 8038-CG

Please contact either Leasing Manager Name at Leasing Manager Number or me at Account Manager Number with any questions.

Sincerely,

Sample Account Manager
Account Manager

This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

DOCUMENTATION CHECKLIST

- ❑ **Master Tax-Exempt Lease/Purchase Agreement***
- ❑ **Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement***
- ❑ **Property Schedule ____***
- ❑ **Property Description and Payment Schedule** – Exhibit 1
- ❑ **Lessee's Counsel's Opinion** – Exhibit 2. Exhibit 2 is the standard legal opinion used by Extreme Networks, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- ❑ **Lessee's Certificate** – Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We would also like a copy of those minutes or board resolutions for our files.
- ❑ **Payment of Proceeds Instructions** – Exhibit 4. This is the Vendor payment information.
- ❑ **Acceptance Certificate** – Exhibit 5. ***The date of Acceptance will need to be filled in*** with the date the equipment is installed and accepted.
- ❑ **Bank Qualification Certificate** – Exhibit 6. One of the two boxes *must* be checked off.
- ❑ **Request for Certificate of Insurance** – Please fill out the form and fax it to your insurance company. The Insurance Certificate is required prior to funding.
- ❑ **Notification of Tax Treatment** – Please provide your State of Sales/Use Tax Exemption Certificate
- ❑ **Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- ❑ **Escrow Agreement**
  Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 5 (Acceptance Certificate) will need to be filled out when the project is complete and it is your final payment request.
- ❑ **IRS Form 8038-G or 8038-GC**
  The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. Extreme Networks, Inc. will require a copy of the completed form and proof of filing prior to funding

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Master Tax-Exempt Lease/Purchase Agreement

BETWEEN:	Extreme Networks, Inc. (the “Lessor”) 6480 Via Del Oro San Jose, CA 95119
AND:	Sample Customer (the "Lessee") Sample Street Address Sample City, State & Zip Attention: Sample Customer Telephone: Customer Phone Number
DATED:	Master Date

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Nonappropriation" is defined in Section 6.06.

"Event of Default" is defined in Section 13.01.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payments Dates" means the rental payments dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Nonappropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Nonappropriation has also occurred under such other Property Schedules. **EACH PROPERTY SCHEDULE MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT** between Lessor and Lessee for the property. Documentation (e.g., orders and invoices) between or among Lessee and any property/equipment vendor, dealer, distributor or manufacturer does not apply to any Property Schedule or to Lessor.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the

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Property Schedule and the acquisition by Lessee of the Property thereunder, on or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

(d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

(e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.

(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Rental Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.

(g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

(h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

ARTICLE IV

4.01 **Lease of Property**. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 **Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 **Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 **Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 **Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

6.01 **Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 **Payment of Rental Payments.** Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments.

6.03 **Interest Component.** A portion of each Rental Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Rental Payment thereunder during the Lease Term.

6.04 **Rental Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 **Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Rental Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

6.06 **Non-Appropriation.** If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (an "Event of Nonappropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of an Event of Nonappropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to the Agent or to any other escrow agent who is holding proceeds of the Property Schedule, instruct the Agent or such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor

in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

6.07 Defeasance of Rental Payments. Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Rental Payments on said Property Schedule is not adversely affected.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To secure the performance of all of Lessee's obligations under this Agreement, including without limitation all Property Schedules now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

7.04 Substitution. Lessee may substitute for all or any portion of the Property under a Property Schedule personal property of approximately equal or greater market value and with an equal or greater useful life. In the event of any such substitution, Lessee shall deliver to Lessor a certification that the personal property proposed to be substituted has approximately equal or greater market value and an equal or greater useful life as the portion of the Property being substituted for, together with an opinion of counsel acceptable to Lessor to the effect that the proposed substitution will not adversely affect the exemption of the interest components of Rental Payments under the Property Schedule from federal income taxation. Lessee shall be responsible for all costs and expenses of Lessor, including counsel fees, for any such substitution. Lessee shall cause all financing statements, fixture filings, certificates of title, affidavits, notices and similar instruments, to be made or filed in a timely manner to secure and perfect the security interest of Lessor in the substituted property.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Rental Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Rental Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 14.02(b) and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

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ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Purchase. Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Rental Payments due thereunder plus payment of One (1) Dollar to Lessor. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

11.02 Option to Prepay. Lessee shall have the option to prepay the Rental Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned. Lessor may collectively assign two or more Property Schedules with the same Commencement Date to the Agent for the purpose of causing the execution and delivery of Lease Participation Certificates in the Property Schedules with the same Commencement Date. Such assignment shall occur on such Commencement Date and upon such assignment all Property Schedules so assigned shall be treated as a single financing and a single Property Schedule with respect to rights and remedies upon the occurrence of an Event of Default or an Event of Nonappropriation under this Agreement. Registered Owners rights with respect to the Property Schedules shall be determined as provided in the escrow agreement or trust agreement relating to such Lease Participation Certificates.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

(a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the

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failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Rental Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;

(b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) defease the Property Schedule pursuant to Section 6.07, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto;

(c) By written notice to the Agent, if any, Lessor may instruct the Agent to apply all sums held by the Agent in any accounts relating to the Property Schedule under the applicable escrow or trust agreement as provided in the applicable escrow or trust agreement.

(d) By written notice to any escrow agent (other than the Agent) who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;

(e) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Certification as to Arbitrage. Unless a separate Certificate as to Arbitrage is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

(a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Rental Payments.

(b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments under the Property Schedule.

(d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments under the Property Schedule.

(e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.

(f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.03 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

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14.05 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 **Waiver of Jury Trials. UNLESS PROHIBITED BY LAW, LESSEE AND LESSOR HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF LESSOR OR LESSEE IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

14.07 **Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 **Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: Extreme Networks, Inc.
By:
Name:
Title:

Lessee: Sample Customer
By:
Name:
Title:

Attest By:
Name:
Title:

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Property Schedule No. ____

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. ____** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of Master Date, between Extreme Networks, Inc., and Sample Customer.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is Start Date.

3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit A hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.

4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.

5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.

6. Payment of Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.

7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.

8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Property Schedule shall be subject to prepayment as follows: See termination amount in Exhibit 1 (Payment Schedule), subject to per diem adjustment.

9. Bank Qualification Certificate. Attached as Exhibit 6. One of the two boxes *must* be checked off.

10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by Expiration Date.

11. Effective Interest Rate. ____%.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: Extreme Networks, Inc.
By:
Name:
Title:

Lessee: Sample Customer
By:
Name:
Title:

Attest By:
Name:
Title:

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EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. ____**, dated Start Date, to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. and Sample Customer.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: Sample Street Address, Sample City, State & Zip

USE: test - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the ____ day of each monthly period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: $100,000.00.

Payment No.	Due Date	Rental Payment	Principal	Interest	Termination Amount

Lessee: Sample Customer
By:
Name:
Title:

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EXHIBIT A

Property Description

Equipment as described in [Vendor Name and Quote Number], dated [Quote Date] (inserted below [if less than 2 pages]), referred to and incorporated herein by this reference.

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

[Address to Lessor and Lessee]

RE: **Property Schedule No. ____**, dated Start Date, to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. and Sample Customer.

Ladies and Gentlemen:

We have acted as special counsel to Sample Customer ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of (the "Master Agreement"), between Sample Customer, as lessee, and Extreme Networks, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. ____ (the "Property Schedule") pursuant to the Master Agreement and, if applicable, that certain Escrow Agreement dated as of Start Date by and among Lessee, Lessor and KeyBank National Association as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the account(s) opened pursuant to the Escrow Agreement.

3. The execution, delivery and performance of the Transaction Documents by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Transaction Documents.

7. The Transaction Documents have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

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8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE'S COUNSEL

Dated: _____

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EXHIBIT 3

Lessee's Certificate

Re: **Property Schedule No. ____**, dated Start Date, to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. and Sample Customer.

The **undersigned attestor**, being the duly elected, qualified and acting _____of the Sample Customer ("Lessee") does hereby certify, as of Start Date, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held on _____, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL **(Official(s) who signed the documents.)**	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

Sample Customer
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

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EXHIBIT 4

Payment of Proceeds Instructions

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119

Re: **Property Schedule No. ____**, dated Start Date (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. ("Lessor) and Sample Customer ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

_____

_____

If by wire transfer, pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

Sample Customer

By: _____

Name: _____

Title: _____

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EXHIBIT 5

Acceptance Certificate

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119

Re: **Property Schedule No. ____**, dated Start Date, to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. and Sample Customer.

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with Extreme Networks, Inc. ("Lessor"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: _____

Sample Customer
as Lessee

By: _____

Name: _____

Title: _____

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EXHIBIT 6

Bank Qualification Certificate

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119

Re: **Property Schedule No. ____**, dated Start Date, to Master Tax-Exempt Lease/Purchase Agreement dated Master Date, between Extreme Networks, Inc. and Sample Customer.

Bank Qualified Tax-Exempt Obligation

❑ (Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding $10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

❑ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than $10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

***Note: ONE of the boxes above MUST be checked.**

Lessee: Sample Customer
By:
Name:
Title:

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****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:
Insurance Carrier: *(Name)* _____

(Address) _____

(Address) _____

(Contact Name) _____

(Contact Phone) _____

(Contact Fax) _____

FROM:
Customer/Lessee: Sample Customer
Sample Street Address
Sample City, State & Zip
Contact Name: Sample Contact Name
Contact Phone: Sample Phone Number

Sample Customer is in the process of financing test with Extreme Networks, Inc.

Sample Customer requests that Extreme Networks, Inc. be listed as "Extreme Networks, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Extreme Networks, Inc. as described below.

NOTE: Coverage is to include:

(1) insurance against all risks of physical loss or damage to the Equipment;
(2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than $1,000,000; and
(3) if applicable, automobile liability coverage of not less than $3,000,000.

Extreme Networks, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. ***Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.***

❑ **1.** Please **EMAIL or FAX** this completed information to:
Extreme Networks, Inc.
Sample Account Manager, Account Manager
Phone Number: Account Manager Number
Email: Account Manager Email Fax: (800) 746-2436

❑ **2.** Please **MAIL** a Certificate of Insurance to:
Extreme Networks, Inc.
Attn: Collateral Services
6480 Via Del Oro
San Jose, CA 95119

❑ **3.** Please **CONTACT** the Account Manager:
- ✓ When sending this Certificate.
- ✓ If this cannot be completed today.
- ✓ If you have any questions.

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Notification of Tax Treatment

Extreme Networks, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

_____ I agree that my lease is subject to sales/use tax.

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Extreme Networks, Inc.

_____ I have previously provided a completed exemption certificate to Extreme Networks, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

_____

_____

_____

Lessee: Sample Customer
By:
Name:
Title:

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LESSEE INVOICE INSTRUCTIONS

(The information you provide enables us to invoice you correctly.)

Sample Customer

BILL TO ADDRESS:

BILLING CONTACT:
First, M.I. and Last Name:
Title:
Phone Number:
Fax Number:

PURCHASE ORDER NUMBER:
Invoices require purchase order numbers: YES _____ NO _____
Purchase Order Number:

FEDERAL TAX ID NUMBER:

EQUIPMENT LOCATION (If different from Billing Address):

ADDITIONAL INFORMATION NEEDED ON INVOICE:

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Agreement #:

EXTREME
EXTENDED PAYMENT AND SPECIAL PURCHASE AGREEMENT

This agreement, including the attached schedules and exhibits, each of which, as applicable, is expressly incorporated herein (collectively, the "Agreement"), is entered into as of the last date entered on the signature page of this Agreement (the "Effective Date") by and between Extreme Networks, Inc., with a principal office at 6480 Via del Oro San Jose, CA 95119, Extreme Networks Ireland Limited, an Ireland corporation with principal offices at Rineanna House, Shannon Industrial Estate, Shannon, Co Clare, Ireland, (independently and jointly "Extreme") and _____ ("Purchaser") with a principal office at_____.

Background: This Agreement governs Purchaser's purchase of Extreme Technology, under the special terms of this Agreement. Generally, Purchaser will purchase Extreme Technology which will ultimately be located/installed at a location utilized by the Purchaser. Extreme will allow Purchaser to make payments on such Extreme Technology as set forth in this Agreement.

Extreme and Purchaser hereby agree as follows:

1. DEFINITIONS

Purchaser is the ultimate user of Extreme Technology as set forth in a Schedule.

"End User Agreement" means the applicable End User License Agreement, in shrink-wrap or click-wrap format, packaged with either the Programs or Extreme Technology or set forth on Extreme's website, depending on the Extreme Technology family, the terms of which Extreme is passing through to Purchaser and may be amended from time to time, at Extreme's discretion.

"Extreme Technology" means all Extreme products, replacement parts, Programs, documentation, web sites, and any other technology, data or other data, information or content owned or licensed by Extreme and furnished or otherwise made available by Extreme or its agents to Purchaser pursuant to this Agreement.

"Program" (i) the software programs, bundled firmware or standalone software Extreme products or other software delivered by Extreme for use with the Extreme Technology, including all backup copies; (ii) Program Updates and; (iii) documentation for the Program.

"Program Update" means a bug fix, error correction, update, enhancement (major or minor), new release, or modification of any kind of any part of the Program that Extreme makes available to its customers.

"Schedule" refers to the terms and conditions not otherwise set forth in this Agreement that the parties may agree to from time to time for the sale and redistribution of Extreme Technology under this Agreement. The standard Schedule form for Purchaser is attached as Exhibit A and each Schedule executed by the parties shall be subject to the provisions of this Agreement.

2. ORDERS, SHIPMENT AND DELIVERY

2.1. Orders. To place an order the parties will execute a Schedule to the Agreement. Nothing in this Agreement requires the parties to enter into a Schedule. However, once entered into, each Schedule is a binding agreement for the purchase of the Extreme Technology and is subject to the provisions of this Agreement. Only Extreme Technology ordered under this Agreement, as identified by the serial number will be subject to the provisions of this Agreement and not inventory or product purchased under any other Agreement.

2.2. Cancellation or Postponement of Schedule Prior to Shipment by Purchaser. Purchaser may cancel a Schedule in whole or in part without incurring a cancellation charge, by written notice received by Extreme at any time at least ten (10) business days prior to the originally scheduled shipment date. Any Schedule cancellation requested by Purchaser which is requested less than ten (10) business days prior to the originally scheduled shipment date, is subject to good faith discussions between Extreme and Purchaser, with the understanding that Purchaser may incur restocking/cancellation charges as a result of such cancellation. Purchaser may postpone a shipment date one time by written notice given at least five (5) business days prior to the scheduled shipment date, provided that the rescheduled date does not exceed the original date by more than thirty (30) days.

2.3 Cancellation or Postponement of Schedule Prior to Shipment by Extreme. Extreme reserves the right to cancel a Schedule or postpone any shipment in whole or in part under any Schedule if (a) Purchaser fails to make any payment, (b) Purchaser fails to meet reasonable credit or financial requirements established by Extreme, including any limitations on allowable credit, (c) Purchaser fails to comply with the terms and conditions of this Agreement. Extreme reserves the right to discontinue the manufacture, sale or distribution of any or all Extreme Technology at any time, and to cancel any orders for such discontinued Extreme Technology without liability of any kind on the part of Extreme to Purchaser or any third party. No such cancellation, refusal or delay will be deemed a termination (unless Extreme so advises Purchaser) or breach of this Agreement by Extreme.

2.4 Shipment and Delivery. All shipments will be made ExWorks (Extreme's place of shipment), except (a) for shipments within the United States, shipping shall be FOB Destination (Extreme's place of shipment); (b) for shipments within member countries of the European Union, shipping shall be CIP Consignee; and (c) for shipments to the rest of Europe, Canada and other international locations, all shipping terms are DDU Airport and all shipping described above are per Incoterms 2010. Customer shall identify mode of shipment and carrier in the accepted purchase order for ExWorks and FOB destination shipments. Extreme will select the mode of shipment and the carrier for CIP terms.

3. TITLE AND SECURITY INTEREST

3.1. Title. Title to the Extreme Technology shall pass to Purchaser upon delivery by Extreme to Purchaser at Extreme's manufacturing site or distribution center. Title to any software delivered under this Agreement shall remain with Extreme or its third party licensors. The Extreme Technology may consist of or contain additional third party software and such third party software may be licensed under terms different from those in this Section. Any open source software is licensed to Purchaser under the applicable open source licenses and such software will be subject to all of the provisions of the applicable license(s).

3.2. Security Interest. Purchaser shall be deemed to have granted Extreme a security interest in the Extreme Technology subject to this Agreement and all accessions, substitutions and replacements, and proceeds (cash and non-cash), including, without limitation, insurance proceeds (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Purchaser, now existing or hereafter created, to Extreme pursuant to this Agreement or otherwise. Purchaser authorizes Extreme to file financing statements to give public notice of its interest in the Extreme Technology and any proceeds thereof. Pricing and payment schedules will be set out in each Schedule.

4. PRICING, PAYMENT TERMS AND TAXES

4.1. Pricing and Payment Schedule. Extreme Technology pricing and the payment schedule for Extreme Technology will be set forth in the applicable Schedule. All payments to Extreme shall be in the currency set forth in the Schedule.

4.2. Payments. All amounts are due and payable as set forth in the Schedule(s). Prices stated in each executed Schedule are exclusive of taxes noted in Section 4.3. Extreme reserves the right to charge Purchaser a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days thereafter based on Purchaser's current outstanding balance. In addition, Extreme, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Schedules and refuse additional Schedules until Extreme's receipt of all overdue amounts. Extreme shall have no liability to Purchaser for any such suspension or termination of the Schedule or for its refusal of additional Schedules. Extreme further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorney's fees) and costs associated with such collection. Although Extreme may extend credit to Purchaser, Extreme reserves the right to change its credit terms at any time when, in Extreme's sole opinion, Purchaser's financial condition or payment record so warrants. To assist Extreme in establishing and updating credit limits and payment terms, Purchaser agrees to provide Extreme with financial information relating to Purchaser's business, including audited financial statements and other credit related information as may be reasonably requested.

4.3. Taxes. Except for taxes based on or measured by Extreme's net income, Purchaser will pay, or reimburse Extreme for its payment of, all customs charges, duties, and sales, use, gross receipts, value added, goods and services or other taxes or fees imposed under or by any governmental authority, whether levied against Extreme or Purchaser, and a) associated with the payment of any amount by Purchaser to Extreme under this Agreement; or b) based on the export, import, shipment, purchase or sale of the Products or Services, their installation or use. If Purchaser claims an exemption from its obligation to pay any such taxes, it shall be Purchaser's responsibility to provide Extreme with an appropriate tax exemption certificate. All payments shall be made free and clear without deduction for all present and future taxes imposed by any taxing authority. In the event that Purchaser is prohibited by law from making any payment unless such deductions are made or withheld therefrom, Purchaser shall pay such additional amounts as are necessary such that the net amounts received by Extreme, after such deduction or withholding, equal the amounts which would have been received if such deduction or withholding had not occurred. Purchaser shall promptly furnish Extreme with a copy of an official tax receipt or other appropriate evidence of any tax imposed on payments made under this Agreement, including taxes on any additional amounts paid. In the event that Purchaser remits sales tax directly to the taxing authority, or claims an exemption from the tax, Purchaser will defend and indemnify Extreme against any claim by a taxing authority based on Purchaser's failure to remit the sales tax including but not limited to any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of a delay or failure of Purchaser to pay any tax, charge or other fee. Purchaser and Extreme agree to cooperate to minimize any applicable taxes, including reasonable notice and cooperation in the case of any audit. This clause shall survive the termination of the Agreement.

4.4. Optional right of Return and Credit. At any time after any minimum payment requirements have been met but prior to full payment for the Extreme Technology, Purchaser may elect to return any or all of the Extreme Technology, to a location specified by Extreme and at Purchaser's expense, upon 60 days prior written notice. If Purchaser elects to return the Extreme Technology then Purchaser agrees that once the Extreme Technology is received by Extreme, title shall be considered to be passed to Extreme, at which time no further payments will be due by Purchaser

with respect to the Extreme Technology returned, so long as 1) there are no other outstanding payments or other charges owed by Purchaser at the time the Extreme Technology is received by Extreme and 2) other than normal wear and tear, the Extreme Technology is in good, working condition. Without limiting any other remedies Extreme may have in law or in equity, if Purchaser has notified Extreme it will return some or all of Extreme Technology but fails to return the indicated Extreme Technology within the respective Notification Period, amounts due and payable for the Extreme Technology will continue to accrue until the Extreme Technology is received by Extreme or is paid in full by the Purchaser.

4.5. Optional Take-Back. At any time following payment in full for the Extreme Technology, in the event that Purchaser does not want to retain the Extreme Technology, Purchaser agrees to notify Extreme of such and to offer to Extreme a first right of refusal to retake possession of the Extreme Technology under terms mutually agreed by the parties ("Take-Back"). Notwithstanding the foregoing, Extreme will be under no obligation to enter into such arrangement.

5. EXTREME TECHNOLOGY RESTRICTIONS

5.1. Restrictions. Except as expressly authorized, by local law, and only to the extent authorized, Purchaser will not authorize any third parties to: (i) disassemble, decompile, or reverse engineer any Extreme Technology; or (ii) copy or otherwise reproduce any Extreme Technology, in whole or in part; or (iii) remove, modify or otherwise tamper with any notice or legend on any Extreme Technology or any labeling on any physical media containing Programs; or (iv) use Extreme Technology in any manner to provide time sharing, or other computer services to third parties; or (v) create derivative works from, alter, modify, change or enhance Extreme Technology without Extreme's prior written consent; or (vi) use, modify, enhance, copy or sublicense Programs; or (vii) make any warranties, representations, promises or commitments on behalf of Extreme or its Licensors without the prior written authorization of Extreme; or (viii) distribute any Extreme Technology without the applicable End User Agreement. Purchaser's rights in Extreme Technology will be limited to those expressly granted in this Agreement. Purchaser agrees that a breach of this Section shall constitute a material default under this Agreement for which Extreme may have no adequate remedy at law, such that injunctive or other equitable relief may be appropriate to restrain such breach, whether threatened or actual.

5.2. Proprietary Rights. For any Extreme Technology, Purchaser shall acknowledge and agree to the applicable End User Agreement. The Purchaser obtains a license to the Programs solely pursuant to the terms and conditions in the End User Agreement. No rights under the End User Agreement are conveyed to Purchaser.

6. SERVICE, SUPPORT AND MAINTENANCE

Service, support and maintenance may be purchased through Extreme or a third party subject to availability.

7. TERM AND TERMINATION

7.1. Term. This Agreement will commence on the Effective Date and will remain in effect unless terminated as provided for in this Agreement. The effective date and term of each Schedule will be identified in the Schedule.

7.2. Termination

7.2.1. Agreement Termination for Convenience. Either party may, at its option, terminate this Agreement or any Schedule for its convenience with sixty (60) days prior written notice to the other party ("Notification Period").

7.2.2. Effect of Termination. Except in the case for termination for breach as provided in Section 7.3, upon expiration or termination of this Agreement or any Schedule by either party, in whole or in part, Purchaser shall either a) immediately remit the balance of all remaining payments and any other amounts outstanding under all applicable Schedules, b) request that the payment schedule remain unchanged, such request shall not be unreasonably denied or c) return Extreme Technology, at Purchaser's cost, to Extreme pursuant to the RMA procedures set forth in this Agreement. If Purchaser elects to return the Extreme Technology then Purchaser agrees that once the Extreme Technology is received by Extreme, title shall be considered to be passed to Extreme. No further payments will be due by Purchaser with respect to the Extreme Technology returned so long as 1) there are no other outstanding payments or other charges owed by Purchaser at the time the Extreme Technology is received by Extreme and 2) other than normal wear and tear, the Extreme Technology is in good, working condition. Without limiting any other remedies Extreme may have in law or in equity, if Purchaser has notified Extreme it will return some or all of Extreme Technology but fails to return the indicated Extreme Technology within the respective Notification Period, amounts due and payable for the Extreme Technology will continue to accrue until the Extreme Technology is received by Extreme or is paid in full by the Purchaser.

7.3. Termination for Breach.

7.3.1. This Agreement and/or all Schedules may be terminated by either party if the other party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice ("Cure Period") of such breach. The termination of this Agreement will not affect either party's obligation to make payments to the other party as a result of events that occurred prior to termination. In the case of termination by Extreme for an uncured breach by Purchaser, Purchaser must immediately remit the balance of all remaining payments and any other amounts outstanding under all applicable Schedules.

7.3.2. Notwithstanding anything in this Agreement to the contrary, Extreme may immediately terminate this Agreement and/or any Schedule in whole or in part if: (i) Purchaser fails to comply with the payment provisions of this Agreement, (ii) upon the insolvency, bankruptcy, or dissolution of Purchaser, or; (iii) if Extreme believes there has been or will be a substantial impairment of Purchaser's credit or an assignment for the benefit of Purchaser's creditors.

7.4. NO DAMAGES FOR TERMINATION. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. NEITHER PARTY WILL BE LIABLE TO THE OTHER ON ACCOUNT OF TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR REIMBURSEMENT OR DAMAGES FOR THE LOSS OF GOODWILL, PROSPECTIVE PROFITS OR ANTICIPATED INCOME, OR ON ACCOUNT OF ANY EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS MADE BY EITHER PARTY OR FOR ANY OTHER REASON WHATSOEVER BASED UPON OR RESULTING FROM SUCH TERMINATION OR EXPIRATION.

7.5. Survival. The parties' obligations under the following sections shall survive any termination and/or expiration of this Agreement: Sections 1, 3, 4, 5, 7.2.4, 9, 10 and 11of this Agreement.

8. INDEMNITY

8.1. Intellectual Property Indemnification. Extreme will defend Purchaser against any third-party suit or proceeding and pay any damages finally awarded against Purchaser therein, based upon any

third party claim that any Extreme Technology furnished hereunder, alone and not in combination with any other Extreme Technology, constitutes a direct infringement of any United States or European Union patent, copyright or trade secret issued or in effect as of the Effective Date, provided that Purchaser: (i) promptly notifies Extreme in writing of any such suit or proceeding; (ii) provides Extreme sole control over the defense or settlement of such suit or proceeding; and (iii) provides reasonable information and assistance in the defense and/or settlement any such claim or action. Extreme will not be responsible for any costs, expenses or compromises incurred or made by Purchaser without Extreme's prior written consent. If the use of any Extreme Technology is permanently enjoined, or Extreme determines at its sole discretion that it may be enjoined, then Extreme may, at its sole discretion and expense: (i) procure for Purchaser the right to continue using Extreme Technology; (ii) replace Extreme Technology with a non-infringing Extreme Technology; (iii) modify Extreme Technology so that it becomes non-infringing; or (iv) accept return of Extreme Technology and credit Purchaser the sum paid to Extreme by Purchaser for the infringing Extreme Technology less depreciation calculated on a forty-eight (48) month life.

8.2. Exceptions. Extreme will not be obligated to defend or be liable for any expenses, damages, costs or losses resulting from any suit or proceeding based upon a claim arising from (a) Extreme's compliance with Purchaser's designs, specifications or instructions; (b) modification of Extreme Technology by a party other than Extreme; (c) the combination of Extreme Technology or part thereof with any other Extreme Technology; (d) the direct or contributory infringement of any process patent using any Extreme Technology furnished hereunder; (e) Purchaser's violation of a trade secret pursuant to the confidentiality obligations of the Non-Disclosure Agreement entered into by the parties; (f) Purchaser's use of any Extreme mark or any mark confusingly similar thereto, to identify anything other than Extreme Technology or services; or (g) use of the Extreme Technology or any revenue derived therefrom.

DISCLAIMER. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF EXTREME AND THE EXCLUSIVE REMEDY OF PURCHASER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPY¬RIGHTS, TRADE SECRETS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

9. LIMITED EXTREME TECHNOLOGY WARRANTY AND RETURNS

9.1. Warranty to Purchaser. Extreme warrants the Extreme Technology pursuant to the terms and conditions of the Extreme standard warranty posted on https://www.extremenetworks.com/support/policies/ or for software, subject to the software license agreement posted on https://www.extremenetworks.com/company/legal.

9.2. Exclusive Remedy. As Purchaser's exclusive remedy for breach of the Extreme Technology warranty, during the Warranty Period, Extreme will repair or replace, at Extreme's sole discretion and at no charge to Purchaser, any Extreme Technology that (a) Purchaser has notified Extreme does not materially comply with the warranties described in Section 9.1; (b) with the exception of Programs, Purchaser has returned to an Extreme-authorized repair center during the applicable warranty period pursuant to the RMA Procedure of this Section; and (c) Extreme has confirmed to be defective. Replacement Extreme Technology may be remanufactured. Replacement Extreme Technology shall carry the remaining warranty of the replaced Extreme Technology.

9.3. Limitations on Warranty and Returns. Extreme shall not be responsible for and the foregoing warranty shall not apply to Extreme Technology that has been (i) damaged by accident, Act of God, shipment, improper installation, inadequate maintenance, abnormal physical or electrical stress, misuse or misapplication, or (ii) modified without Extreme's express written acceptance of such modification for warranty purposes.

9.4. Disclaimer. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND EXTREME EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXTREME NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY.

9.5. Returns and RMA Procedure. Purchaser shall not return any Extreme Technology unless it was purchased under this Agreement. For all Extreme Technology returned under this Agreement Purchaser must; (a) contact the Asset Manager of Extreme Capital for return material authorization number ("RMA"), b) provide Extreme with the serial number of Extreme Technology c) arrange and pay for shipping for the return of the Extreme Technology to a location specified by Extreme Communications Systems, Inc. The following additional terms shall apply only to warranty returns: Extreme shall a) verify whether or not Extreme Technology is within the applicable Warranty Period or Purchaser is otherwise entitled to repair or replacement of Extreme Technology without charge; b) (i) if Purchaser is entitled to return Extreme Technology for repair/replacement without charge, then Extreme shall issue to Purchaser an RMA; and (ii) if Extreme Technology is not under warranty, then Purchaser must issue a purchase order for service to Extreme, upon receipt of which Extreme will issue an RMA to Purchaser; (c) Purchaser shall ship the Extreme Technology together with the RMA information to the address provided by Extreme, at Purchaser's expense; and (d) Extreme shall repair or replace Extreme Technology and will return Extreme Technology at Extreme's expense. Purchaser shall pay freight cost for return shipment by Extreme to Purchaser of any Extreme Technology claimed by Purchaser to be defective but determined by Extreme to not be defective. The repair lead time is measured from receipt of the returned Extreme Technology at Extreme's repair facility.

10. LIMITATION OF LIABILITY

10.1. Hazardous Use. Purchaser acknowledges that Extreme Technology is not designed, manufactured or intended for use in connection with the design, construction, maintenance, and/or operation of any system where a failure of such system could result in a situation that threatens the safety of human life. Except as otherwise provided herein, Extreme shall not be liable to Purchaser, in whole or in part, for any claims or damages arising from such use, or resale by Purchaser to a third party for such purposes, and Purchaser agrees to indemnify, defend (with counsel approved in writing in advance by Extreme) and hold Extreme harmless against any claims for cost, damage, expense (including reasonable attorneys' fees) or liability arising out of or in connection with any such use or resale.

10.2. LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF CONFIDENTIALITY AND BREACHES OF EXTREME'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE ANY LIABILITY TO EACH OTHER OR ANY OTHER THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, LOSS OF USE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED THEREBY, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, AND IRRESPECTIVE OF WHETHER SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT WILL EXTREME'S OR ITS SUPPLIERS' TOTAL LIABILITY FOR ANY CLAIMS OR CAUSES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED THEREBY, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE SUMS RECEIVED BY EXTREME FOR THE EXTREME TECHNOLOGYS PURCHASED BY PURCHASER, IN THE PREVIOUS TWELVE MONTH PERIOD, THAT ARE THE SUBJECT OF AND DIRECTLY AFFECTED BY SUCH CLAIMS. THESE LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT. THESE

LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. GENERAL

11.1. Order of Precedence of Documents. In the event of a conflict between the documents that constitute the Agreement, the documents shall govern in the following order of precedence: (i) the Schedule, (ii) the local implementation agreement for the Extreme Technology provided outside the United States, (iii) the Agreement, (iii) applicable provisions in the Documentation.

11.2 The following information is "Confidential Information: (i) as to both parties, the terms of this Agreement, and all information exchanged by the parties during negotiations culminating in this Agreement and during the Term of this Agreement; any information related to a party's performance of, or failure to perform, this Agreement; and any information that is marked or designated as "Confidential" or with like notice; (ii) as to the party disclosing the information, any information related to that party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, customers, vendors, contractors, Extreme's and personnel, and all other information that a reasonable person would understand to be confidential; and (iii) as to Purchaser, data center locations, data center designs (including non-graphic information observed at Purchaser's data center); but excluding in all cases any information which is independently developed by the other party as shown by such party's written business records, or becomes generally available to the public other than through breach of this Agreement, or violation of law or other agreement. Each party agrees not to disclose the other party's Confidential Information to any third party except to its agents and representatives who need to know the information to represent or advise it with respect to the subject matter of this Agreement and who are bound by written non-disclosure obligations at least as stringent as those stated in this Agreement; provided, however, that a party will not be liable for disclosure of the other party's Confidential Information if it is required by law or regulation to be disclosed and the disclosing party gives advance written notice of the disclosure to the other party at the earliest possible time, or the party discloses the information as part of a bona fide legal proceeding to enforce its rights under this Agreement. Each party agrees to use at least a reasonable degree of care to protect the other party's Confidential Information. Each party agrees not to use the other party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement. Each party shall return or destroy the other party's Confidential Information on completion of the Agreement, or earlier on request of the other party, provided that a party may retain the other party's Confidential Information if reasonably necessary to fulfill a Schedule under this Agreement, or to maintain reasonable and customary business records. On request of a party, an officer of the other party shall certify its compliance with the preceding sentence.

12. This Agreement shall not limit either party's present or future business activities or relationships of any nature, including business activities or relationships that may be competitive with those of the other party. The parties acknowledges that the other party and its affiliates are actively engaged in business activities, investment, technology exploitation, and research and development efforts that are or may be similar to or coincident with the activities of the other party or its Confidential Information. Accordingly, each party further acknowledges that this Agreement shall in no way limit, restrict or preclude either party from assigning employees or pursuing any of its present or future business activities or interests, either alone or in conjunction with other parties, or from entering into any agreements or transaction with any other person or entity, regardless of whether such business activities and interests are competitive with any actual or proposed business activities and interests of the other party. The parties further agree that each may in the future develop or purchase products or services related to or similar to the subject matter of this Agreement.

12.1. Import and Export. Purchaser acknowledges and agrees that it shall not import, export, or re-export, directly or indirectly, any commodity (including, but not limited to, Extreme Technology, related Extreme Technology or related information including Programs, other software and technical data) to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States, and the import and export restrictions of the various countries into which Purchaser is authorized to ship Extreme Technology. Purchaser also agrees that they will not export or re-export the Extreme Technology, directly or indirectly, (i) to any U.S. embargoed country; (ii) to any person or entity on a denial list published by the U.S. Government or the government of any country into which the Extreme Technology will be shipped; (iii) for any end use that is prohibited by United States or other applicable law, including nuclear, missile, chemical biological weaponry or other weapons of mass destruction. Purchaser understands that certain Extreme Technology may require export licenses or re-export approval when being shipped. Purchaser shall indemnify, defend (with counsel approved in writing in advance by Extreme) and hold Extreme harmless against any claims for cost, damage, expense or liability arising out of or in connection with any breach of this Section.

12.2. Environmental Compliance (If Applicable). For Sales into the European Union (EU) Purchaser will accept all producer responsibilities as outlined in the EU Directive on Waste Electrical and Electronic Extreme Technology (WEEE), including as necessary registration with each EU country where Purchaser resells Extreme Technology.

12.3. Independent Parties. Each party is an independent contractor, this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Extreme and Purchaser, and neither Extreme nor Purchaser will have the power to bind the other or incur obligations on the other's behalf without the other's separate and specific prior written consent.

12.4. Insurance. Purchaser agrees during the term of this Agreement to carry liability insurance in an amount that sufficient to meet its indemnification obligations under this Agreement.

12.5. Force Majeure. Neither party is responsible for a failure to fulfill any obligations due to causes beyond its control, except that in no event will this provision affect Purchaser's obligation to make payments under this Agreement.

12.6. Notice. All legal notices required hereunder shall be in writing sent to the General Counsel of the other party and shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery.

12.7. Assignability. The terms and conditions of this Agreement shall bind and inure to each party's permitted successors and assigns. Notwithstanding the foregoing, Purchaser may not assign this agreement, whether by contract or through a merger, acquisition, change in control, or otherwise, without Extreme's prior written consent, and any attempted assignment without Extreme's prior written consent shall be null and void.

12.8. Severability. If any provision in this Agreement is determined in any proceeding binding upon the parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of this agreement, and the remaining provisions of this agreement will continue in full force and effect.

12.9. No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

12.10. No Compensation. Purchaser acknowledges and agrees that it shall not be entitled to any compensation, damages or payments in respect to goodwill that has been established or for any damages on account of prospective or anticipated profits, and shall not be entitled to reimbursement in any amount for any training, advertising, market development, investments, leases or other costs that shall have been expended by Purchaser before termination of this Agreement. Purchaser hereby waives its rights under applicable laws for any such compensation

12.11. Controlling Language. This Agreement has been prepared and executed in the English language only, which language shall be controlling in all respects.

12.12. Governing Law. This Agreement is governed by the laws of the State of New York without reference to conflict of laws principles. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, California, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. If this Agreement is made with Extreme Networks Ireland Limited, this agreement shall be governed by the laws of England, without reference to conflicts of laws principles, and all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the English courts and the parties agree and submit to the personal and exclusive jurisdiction of the courts located in London, England. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement.

12.13. Headings. The headings and titles used in this Agreement are for convenience only and not intended to indicate any legal meaning over and above that detailed in this Agreement.

12.14. Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act and with Extreme's established corporate policies regarding foreign business practices, Purchaser and its employees and agents shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government including the United States Government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist Extreme in obtaining, retaining or directing any such business.

12.15. Audit Rights. Extreme or its auditors may with thirty (30) day's prior written notice and at its own expense, perform audits to ascertain Purchaser's compliance with the terms and conditions of this Agreement, including the protection of Confidential Information and usage rights and restrictions. Purchaser shall provide Extreme and/or its auditors with any reasonable assistance they require at no charge. If at any time, Extreme finds Purchaser to be out of compliance with the terms and conditions of this Agreement, then Extreme may suspend or terminate Purchaser's rights granted hereunder. In the case of standalone Programs, Extreme may charge Purchaser any additional license fee associated with unauthorized use or reproduction of the Programs.

12.16. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter hereof and replaces any prior agreements or understandings. No waiver or modification of the Agreement shall be valid unless in writing signed by each party.

By their signatures below, the parties indicate their agreement to the terms and conditions set forth in this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Telecopy signatures will be

relied upon as original signatures in all respects. All signed copies of this Agreement will be deemed originals.

EXTREME NETWORKS, INC.

Signature:_____

Print Name: _____

Title:_____

Date:_____

PURCHASER: _____

Signature:_____

Print Name: _____

Title:_____

Date:_____

EXTREME NETWORKS IRELAND LIMITED

Signature:_____

Print Name: _____

Title:_____

Date:_____

EXHIBIT A
SCHEDULE NUMBER __
FOR THE EXTENDED PAYMENT AND SPECIAL PURCHASE AGREEMENT
BETWEEN EXTREME AND PURCHASER AGREEMENT # ____

This Schedule shall commence on the last date of signature and continue until the earlier of the following: a) the date it is terminated in accordance with the Agreement or b) the date on which payment has been made in full for the Extreme Technology listed herein.

Purchaser:
Name, Address, Telephone Number, E-mail Address and other applicable contact information
Other applicable Contact Name(s) and Telephone No(s):

Shipping Address:

Extreme Technology Total Purchase Price:

Payment:

Purchaser shall make monthly payments beginning (TBD) in the amount of $_____ USD/month for _____ months, due and payable monthly in advance for the Extreme Technology listed herein.

Description of Extreme Technology is attached as Appendix 1 to this Schedule # __

Other Terms Applicable to this Schedule:
Extreme will endeavor to provide Purchaser with a list of the serial numbers for each unit of the Extreme Technology shipped under this Schedule. If any of the information provided by Extreme is inaccurate or misstated, Purchaser must promptly notify Extreme, If Purchaser fails to notify Extreme as provided herein. Purchaser shall remain responsible for making payments for the Extreme Technology as provided by the Agreement and this Schedule.

By signing this Schedule, Extreme and Purchaser agree that the provisions of the Extreme Extended Payment and Special Purchase Agreement (the “Agreement”) executed by the parties and the exhibits attached to this Schedule apply to this Schedule and are incorporated by this reference. To the extent that this Schedule is inconsistent with the Agreement, the terms of this Schedule shall prevail.

	Extreme Networks, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Extreme Networks Ireland Limited [Include if applicable]

By: _____

Name: _____

Title: _____

Date: _____

Agreement #:

Appendix A

Quantity	Product Name	SKU	Price

Agreement No. _____

NETWORK SUBSCRIPTION AGREEMENT

THIS NETWORK SUBSCRIPTION AGREEMENT (this "*Agreement*") is made as of the Effective Date, between Extreme Networks, Inc. with its principal place of business at 6480 Via del Oro, San Jose, California 95119 and Extreme Networks Ireland Limited, a corporation organized under the laws of Ireland, with principal offices at Rineanna House, Shannon Industrial Estate, Shannon, Co Clare, Ireland (independently and collectively "*Extreme*"), and _____ having its principal place of business at _____("*Customer*").

1. SCOPE OF AGREEMENT

1.1 This Agreement governs Customer's use of Network Subscription (as defined below) utilizing certain Extreme Technology. For the avoidance of doubt and notwithstanding anything herein to the contrary, Customer is not purchasing any Extreme Technology or other equipment from Extreme under this Agreement.

1.2 With respect to any Subscription purchased within the United States or its territories, this Agreement is entered into, and all Subscription(s) shall be performed by or on behalf of Extreme Networks Inc. To the extent Subscription(s) are available and purchased outside the United States or its territories this Agreement is entered into, and shall be performed by or on behalf of Extreme Networks Ireland Limited and such purchases will be subject to a local implementation agreement between Extreme Networks Ireland Limited and the Affiliate of the Customer located outside the United States. Each local implementation agreement will incorporate by reference the provisions of this Agreement as amended by mutual agreement of the parties.

1.3 This Agreement incorporates all provisions of the schedules, exhibits, supplements, addendums, amendments and other documents that are referenced herein. All of these documents taken together, including those effective in the future, shall constitute the entire agreement between Extreme and Customer and replace any prior oral and/or written communications, negotiations and agreements relating to the subject matter hereof. This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both parties.

2. DEFINITIONS

The following terms have the meanings ascribed to them when used with an initial capital letter in this Agreement.

"*Affiliate*" means an entity that controls, is controlled by (directly or indirectly) or is under common control with the entity referred to, but only for the time that such control exists. As used in this definition, "**Control**" means the right to control more than fifty percent (50%) of the voting interests of the entity referred to.

"Extreme Technology" means all product, replacement parts, software, Documentation, web sites, and any other technology, data or other data, information or content owned or licensed by Extreme and furnished or otherwise made available by Extreme or its agents to Customer pursuant to this Agreement.

"*Designated Representative*" means the person(s) duly authorized by each party who have the authority to take the actions referenced in any provision of this Agreement.

"*Documentation*" means Extreme's written documentation provided in connection with Extreme Technology that describes the functions and features of the Extreme Technology, including user guides and manuals, Help Files, FAQ, information describing technical functionality and specifications, and related information that Extreme provides to its customers generally in connection with the Extreme Technology, whether in print, web based, or other electronic form, all as they may be updated from time to time. "Documentation" does not include marketing and promotional materials.

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"Network Subscription" or *"Subscription"* means the subscription(s) and Extreme Technology provided by Extreme to Customer pursuant to the applicable Subscription Schedule.

"*Order*" means a document signed by both parties that describes purchase terms for Subscription(s) including but not limited to a Subscription Schedule.

"Premises" means location where Subscription(s) are used and/or installed.

"*Program*" means: (i) the software programs, bundled firmware or standalone software products or other software delivered by Extreme for use with the Subscription(s), including all backup copies; (ii) Program Updates and; (iii) Documentation for the Program.

"*Program Update*" means a bug fix, error correction, update, enhancement (major or minor), new release, or modification of any kind of any part of the Program that Extreme makes available to its customers.

"Tax" or "Taxes" means all taxes assessed on or against this Agreement or any Extreme Technology, including any products and equipment, utilized in connection with the provision of the Subscription services provided hereunder, including without limitation any sales, use, gross receipts or other similar transaction tax(es); provided that Taxes do not include any taxes on or measured by the net income net worth or shareholder's capital of Extreme.

"Subscription Schedule" refers to the terms and conditions not otherwise set forth in this Agreement that the parties may agree to from time to time for the provision of the Subscription. A Subscription Schedule will include without limitation a description of the Extreme Technology/Subscription, additional support and respective pricing for each as well as estimated shipping and delivery date, ship to destination, bill to address, Premise address(es) and name (including contact information) of the Designated Representative and other contact name(s), if applicable. The standard Subscription Schedule form is attached as Exhibit A and each Subscription Schedule executed by the parties shall be subject to the provisions of this Agreement.

3. TERM & TERMINATION

3.1 This Agreement will commence upon the date last executed by the parties ("Effective Date") and will terminate upon the expiration of the last surviving Subscription Schedule unless otherwise terminated as provided by this Agreement. The term of the Subscription will be identified in the applicable Subscription Schedule.

3.2 This Agreement and/or all Subscription Schedules may be terminated by either party if the other party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. The termination of this Agreement will not affect either party's obligation to make payments to the other party as a result of events that occurred prior to termination. Upon such termination, the Extreme Technology must be returned to Extreme within the 30 day notification period. Notwithstanding the foregoing, Subscription Schedules which by their terms are non-cancellable may not be cancelled or terminated by Customer for any reason.

3.3 Notwithstanding anything in this Agreement to the contrary, Extreme may immediately terminate this Agreement and/or any Subscription Schedule in whole or in part if: (i) Customer fails to comply with the payment provisions of this Agreement, (ii) upon the insolvency, bankruptcy, or dissolution of Customer, or; (iii) if Extreme believes there has been or will be a substantial impairment of Customer's credit or an assignment for the benefit of Customer's creditors. Upon such termination, the Extreme Technology must be returned within 15 days of notification by Extreme.

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3.4 Except as otherwise set forth in a Subscription Schedule, either party may, at its option terminate all or a portion of any applicable Subscription Schedule and/or this Agreement with sixty (60) days prior written notice. Within 60 days after notice, Customer will return the respective Extreme Technology.

3.5 Upon expiration or termination of this Agreement or any Subscription Schedule in whole or in part, Customer shall return Extreme Technology to Extreme pursuant to the RMA Procedures set forth in this Agreement. In the event of a termination of this Agreement or any Subscription Schedule by the Customer, Customer will bear all costs associated with the return of the Extreme Technology and shall do so in a manner that ensures a timely return of the respective Extreme Technology. Upon termination or expiration of the Agreement, unless otherwise specifically provided in the Subscription Schedule, the following amounts will become immediately due and payable: (i) any unpaid amounts for the Subscription provided through the date of termination; (ii) the monthly recurring charges accrued until the Extreme Technology is returned to Extreme as provided by this Agreement, and; (iii) any other amounts due and payable under this Agreement. Further, if Customer fails to make arrangements for return or otherwise fails to return Extreme Technology within the respective notice period, Extreme may take all actions reasonably necessary to obtain possession of and remove the Extreme Technology. Customer will not interfere with or object to such repossession or removal and Customer will cooperate (and ensure corporation of its employees, subcontractors, agents, representatives, and other third parties) with Extreme in such efforts. Customer releases Extreme from, and indemnifies Extreme against, any and all claims of third parties which are in any manner related to allowing Extreme access to the Premises for purposes of exercising and enforcing its rights in and to the Extreme Technology. Without limiting any other remedies Extreme may have in law or in equity, if Customer fails to return the Extreme Technology within the respective notification period, amounts due and payable for the Subscription(s) will continue to accrue until the Extreme Technology is received by Extreme and for 60 days thereafter.

3.6 **Survival**. The following provisions shall survive expiration or termination of this Agreement: 1, 2, 3, 4, 5.7, 5.9, 6, 7, 8.3, 8.4, 9.1, 10, 11, 12, 13, and 15.

4. PRICE AND PAYMENT TERMS

4.1 The Subscription(s) Charges will be invoiced monthly in advance of the due date (and will not be pro-rated) at the rate set forth on the applicable Subscription Schedule.

4.2 All Subscription Charges and other amounts payable by Customer are due and payable on the due date set forth in a Subscription Schedule or if none, then as specified in the applicable invoice. Extreme reserves the right to charge Customer a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days thereafter based on Customer's current outstanding balance. In addition, Extreme, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Subscription(s) and refuse additional Orders until Extreme's receipt of all overdue amounts. Extreme shall have no liability to Customer for any such suspension or termination of the Subscription or for its refusal of additional Orders. Extreme further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorneys' fees) and costs associated with such collection.

4.3 Charges for non-recurring expenses (such as professional services, installation and training) will be quoted, contracted, and billed separately from the Subscription.

4.4 The prices stated in each Order are exclusive of Taxes. Customer agrees to pay when due all sales, use, property or estimated property, excise and other taxes, fees or other charges of any nature whatsoever (except for any taxes based on Extreme's net income), however designated, together with any fines, penalties or interest thereon, now or hereafter imposed by any governmental entity or paid or accrued by Extreme, whether based upon this Agreement, any Subscription charge, or the installation, license, delivery, ownership, use, possession or return of any Extreme Technology. Extreme will pay all property or estimated property taxes on the Extreme technology, or any portion thereof, as applicable, directly to the

appropriate taxing authority. Customer will reimburse Extreme for any such payments made by Extreme promptly upon request. Any fees, taxes or other charges paid by Extreme upon failure of Customer to make such payments shall become immediately due from Customer to Extreme. Any payment made hereunder to Extreme shall include the amount of any taxes required to be paid by Extreme as the result of the receipt of such payment.

4.5 Extreme will invoice and Customer shall bear applicable shipping and related charges that result from Customer's procurement, subsequent unit relocation, termination of the Subscription and other applicable fees as provided by this Agreement.

4.6 Should a court of competent jurisdiction determine, contrary to the parties' express intention, that this Agreement is a lease intended as security or other secured financing transaction, then solely in that event and for this expressly limited purpose, Customer shall be deemed to have granted Extreme a security interest in the Extreme Technology subject to this Agreement and all accessions, substitutions and replacements, and proceeds (cash and non-cash), including, without limitation, insurance proceeds (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Customer, now existing or hereafter created, to Extreme pursuant to this Agreement or otherwise. Customer authorizes Extreme to file financing statements to give public notice of its interest in the Extreme Technology and any proceeds thereof.

5. QUOTES, ORDERS, SHIPMENT, DELIVERY

5.1 **Quote.** At Customer's request, Extreme shall issue a quote stating terms for the purchase of the Subscription (a "**Quote**"). Each Extreme Quote shall be valid for sixty (60) days from issuance unless otherwise specifically stated in the Quote.

5.2 **Orders**. Nothing in this Agreement requires the parties to enter into any Orders. However, once entered into, each Order is a binding agreement for the purchase of the Subscription and is subject to the provisions of this Agreement. This Agreement shall govern each Order by any of Customer's Affiliates and Customer will be responsible for any Affiliate's purchases under this Agreement (including but not limited to an Affiliate's failure to make payment or other breach of this Agreement). Extreme may, in its sole discretion, reject an Order for failure to state the information required, or for failure to accurately reflect the commercial terms established by a Quote, Order, or Subscription Schedule.

5.3 **Changing or Modifying Orders**. If the parties wish to change or modify an existing Order, they shall execute a written statement that references the specific Order by date, purchase order number, or other identifier, and describes the requested changes (a "**Change Order**"). No changes to an Order shall become effective until both parties have mutually agreed upon and executed the Change Order.

5.4 **Cancellation.** Customer may cancel an Order without incurring a cancellation charge by written notice received by Extreme at any time at least ten (10) business days prior to the originally scheduled shipment date. Any other cancellation requested by Customer is subject to good faith discussions between Extreme and Customer, with the understanding that Customer may incur restocking/cancellation charges as a result of such cancellation.

5.5 **Postponing Shipment**. Customer may postpone a shipment date one time by written notice given at least five (5) business days prior to the scheduled shipment date, provided that the rescheduled date does not exceed the original date by more than thirty (30) days. Shipment dates may be rescheduled only by a Designated Representative of Customer.

5.6 **Delivery & Shipping.** Extreme will deliver Extreme Technology and Subscription to the Premises or other location designated by Customer on the applicable Subscription Schedule using a carrier of Extreme's choice. All shipments will be made ExWorks (Extreme's place of shipment), except (a) for shipments within the United States, shipping shall be FOB Destination (Extreme's place of shipment); (b) for shipments within member countries of the European Union, shipping shall be CIP Consignee; and (c)

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for shipments to the rest of Europe, Canada and other international locations, all shipping terms are DDU Airport and all shipping described above are per Incoterms 2010. Customer shall identify mode of shipment and carrier in the accepted purchase order for ExWorks and FOB destination shipments. Extreme will select the mode of shipment and the carrier for CIP terms. Shipping dates are estimates only. If Extreme becomes aware that it will not be able to meet a delivery date, then: (i) it shall promptly notify Customer of the delay and its proposed solution and recovery plans, and (ii) shall expedite delivery of any such Extreme Technology, at its expense. Extreme may change or discontinue Extreme Technology at any time. A change in the Extreme Technology may occur after a Customer places an Order but before Extreme performs the Subscription. As a result, Extreme Technology Customer receives might display minor differences from the Extreme Technology ordered. However, the Extreme Technology will meet or exceed all material specifications of such Order.

5.7 **RMA Procedure.** Customer shall not return any Extreme Technology (including but not limited to replacement parts) without a return material authorization ("RMA") number issued by Extreme. In the event of a return due to a support or warranty issue, Extreme will make arrangements for shipping the Extreme Technology back to Extreme from the Premises or other location designated by the Customer using a carrier selected by Extreme. All returns as a result of termination by the Customer will be facilitated as outlined in section 3.5 of the Agreement. Customer shall prepare the Extreme Technology for return to Extreme using the original packaging (or other packaging reasonably suitable for the Extreme Technology and type of shipment) and include the Order number, approximate date on which the Extreme Technology was delivered to Customer, RMA information and any other information as Extreme may require. Customer shall adhere to any other written RMA instruction that Extreme may issue from time to time. Failure to follow the RMA procedure as outlined in this Section could result in additional fees due and payable by Customer to Extreme including without limitation, recurring monthly fees for the Subscription and amounts associated with missing, wrong or damaged Extreme Technology, any failure to package or prepare Extreme Technology for return to Extreme as provided in this Section, additional shipping costs and the for the cost of replacing or restoring Extreme Technology to good working order.

5.8 **Documentation**. Notwithstanding anything in the Documentation to the contrary, the Documentation shall be part of the Agreement only as to those parts that: (i) describe the features and functions of the Product, or (ii) are expressly incorporated in this Agreement, a Subscription Schedule or an Order.

5.9 **Order of Precedence of Documents**. In the event of a conflict between the documents that constitute the Agreement, the documents shall govern in the following order of precedence: (i) the Subscription Schedule, (ii) the Agreement (iii) the local implementation agreement for the Subscription provided outside the United States, (iv) applicable provisions in the Documentation, the Order.

6. PROGRAMS.

Subject to the terms of the Agreement, Customer may use the Program(s) subject to the provisions of the license agreement that accompanies the Extreme Technology or that is posted at www.Extremenetworks.com.

7. USE OF SUBSCRIPTION BY CUSTOMER

7.1 The Extreme Technology is personal property of Extreme and no title, equity, ownership or right (including any license right) in or to the Extreme Technology in whole or in part shall pass to Customer except as otherwise expressly provided by this Agreement. Customer agrees that it may not pass any right or interest in the Extreme Technology to a third party and Customer shall ensure it takes necessary steps to protect Extreme's rights under this Agreement such that the Extreme Technology cannot be construed as a fixture nor shall it become a fixture on the Premises or any other location. Customer will not take any action that causes or purports to cause the imposition of any lien, claim, interest, right or encumbrance on Extreme Technology or otherwise transfer any right or interest in the Extreme

technology to a third party. Further, Customer will immediately take all necessary action to remove any lien or encumbrance on the Extreme Technology (other than any lien or encumbrance in favor of or expressly approved by Extreme) arising in connection with the Subscription provided under this Agreement or any Subscription Schedule, and shall, at its sole expense, defend, indemnify and hold Extreme harmless from and against any claims, damages, costs, expenses, losses or the like relating to the protection and preservation of Extreme's rights, title and interest in the Extreme Technology. Customer shall not remove or alter any asset tag affixed to Extreme Technology.

7.2 Customer will maintain the Premises and any other location where Extreme Technology may be located in a safe and secure manner, in accordance with recommended industry standards and conditions, and in a manner as required by the specifications accompanying the Extreme Technology and/or as may be advised by Extreme. Such requirements include but are not limited to ensuring use of the appropriate power requirements, data communications equipment, network and/or using cabling. Customer shall not remove or alter any asset tag affixed to Extreme Technology. Further, Customer will not, and will not permit others to, rearrange, disconnect, remove, relocate, attempt to repair, or otherwise tamper with any Subscription and/or Extreme Technology without the prior written consent of Extreme. If Customer wishes to relocate Extreme Technology, Customer shall provide thirty (30) day prior written notification to Extreme. Relocation may only occur within the country of original delivery.

7.3 Further, Customer will allow, or will secure permission, as applicable, for Extreme and its underlying suppliers, sub-contractors or agents to access Premises and/or Extreme Technology for the installation, maintenance, repair, replacement, relocation, inspection, monitoring, identification, or repossession of the Extreme Technology and performance of the Subscription from time to time as may be determined is necessary or desirable by Extreme. Extreme will use commercially reasonable efforts to notify Customer regarding timing and implementation of any replacement Extreme Technology (hardware or software) that will occur on the Premises. Customer shall notify Extreme promptly of any changes in Customer's hardware or software that may affect Subscription provided by Extreme.

7.4 Customer will provide Extreme with current and accurate information for Customer's Designated Representative and any other contact necessary for access to Customer's Premises.

7.5 Customer will provide Extreme and its authorized agents, sub-contractors, suppliers and agents with a safe place to work. Customer will comply with all laws and regulations regarding the working conditions on the Customer Premises and use of the Subscription. Extreme Technology may not be used for any purpose other than that for which it is provided to Customer under this Agreement. Extreme personnel who perform work related to the Subscription on Customer's premises will use reasonable efforts to comply with Customer's on-site security requirements. Customer may require any Extreme personnel to leave its premises for any reason or no reason in Customer's sole discretion, provided, however, that if Customer has not provided reasonable grounds for requiring the personnel to leave, then Extreme shall be relieved of its obligations under the Agreement to the extent it is delayed in performing them by reason of the removal.

7.6 At all times during the term of this Agreement, Customer will cooperate in all reasonable respects with Extreme (and its suppliers, sub-contractors and agents) to enable Extreme to provide the Subscription contemplated under this Agreement and any Subscription Schedule. Extreme's provision of the Subscription is conditional upon Customer's compliance with this Agreement. To the extent that Customer fails to cooperate with Extreme, provide access to the Extreme Technology or otherwise follow any reasonable instruction by Extreme, Extreme's ability to provide the Subscription(s) may be impacted and Extreme will have no liability for its delay and/or inability to provide the Subscription(s).

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7.7 Customer will bear risk of loss of such Extreme Technology while on Customer's Premises except to the extent the loss is caused by the act, omission or negligence of Extreme and/or its suppliers, agents and contractors.

7.8 Extreme, or an agent designated by Extreme, shall have the right to perform an audit of Customer's use of the Subscription during normal business hours. Customer agrees to cooperate with Extreme in such audit and to provide Extreme with all records reasonably related to Customer's use of the Subscription. The audit will be limited to verification of Customer's compliance with the provisions of this Agreement.

8. WARRANTY

8.1 Extreme warrants that the Subscription provided under any Subscription Schedule will substantially conform to the description of Subscription in the respective Subscription Schedule, and that the Subscription will be performed in a workmanlike manner. Extreme Technology and replacement parts used in repairing or servicing Extreme Technology may be new, equivalent-to-new, or reconditioned. The Extreme Technology provided under this Agreement will conform to the specifications in the Documentation shipped with the Extreme Technology. Extreme shall use commercially reasonable efforts to repair and/or replace Extreme Technology that does not conform to the specifications as provided herein within the normal manufacturing lead times.

8.2 This warranty does not apply to Subscription(s) and Extreme Technology (including without limitation replacement parts) which: (i) has been serviced, modified or altered, except as expressly authorized by Extreme; (ii) have not been installed, operated, exposed to conditions, repaired, or maintained in accordance with any installation, handling, maintenance or operation instructions supplied or specified by Extreme; (iii) have been subjected to unusual physical or electrical stress; or (iv) have been damaged as a result of accident, misuse, transporting, negligence, accident or relocation by Customer or a third party. Customer agrees that the use of any third party products, which have not been certified or are supported by Extreme may cause errors in the operation of the Subscription(s). Customer acknowledges that its use of any such third party products shall release Extreme from the performance of Extreme's respective obligations and Customer agrees to pay Extreme for any time and materials associated with Extreme diagnosing such issues at Extreme's hourly billing rate. Extreme may at its discretion provide additional support to resolve any such issues.

8.3 Customer's exclusive remedy for breach of this warranty is the correction of defective Subscription(s) by Extreme, or at Extreme's election, a refund of the most recent three (3) months of recurring Subscription charges attributable to the defective Subscription.

8.4 Extreme specifically disclaims any and all warranties and liability related to any security software. Customer acknowledges that security software does not guarantee the security of Customer's network, and that Customer is responsible for all other aspects of security, including without limitation, correct installation and setup of the security features of the software and all related requirements, correctly configured security policies, selection of hardware and software (including network security tools), correct installation, configuration, and maintenance of the hardware and software, the interoperability of the various components of Customer's network, and a physically and electronically secure operating environment. Extreme further disclaims any and all warranties and liability related to any third party products not supplied by Extreme. EXTREME DOES NOT WARRANT THAT THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL FAILURES OR DEFECTS WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUBSCRIPTION(S) ARE PROVIDED "AS IS" AND NEITHER EXTREME OR ITS SUPPLIERS OR AGENTS MAKE ANY WARRANTIES WITH RESPECT TO THE SUBSCRIPTION(S) OR ANY EXTREME TECHNOLOGY SUPPLIED, MAINTAINED, OPERATED OR RECOMMENDED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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9. SUPPORT, SECURITY AND NETWORK ACCESS

9.1 **Extreme's Access to Secure Information Systems and Data**. Customer will be solely responsible for the content of all information that Customer stores or transfers via the Subscription(s), for backing up and maintaining copies of all its data and for the removal of any confidential, proprietary, or personal information on Extreme Technology. Extreme is not responsible for managing Customer's network environment.

9.2 **Support**. "ExtremeWorks Next Business Day" is included with the Subscription delivered under this Agreement. Customer may upgrade to other levels of service available that may be available from time to time for an additional fee and subject to Extreme's terms and conditions applicable to such offer. A description of Extreme's current service offers and applicable terms and conditions can be found at https://learn.extremenetworks.com/rs/extreme/images/ExtremeWorks-Advanced-Hardware-Replacement-Services-SDD.pdf. For the avoidance of doubt, Extreme does not provide any kind of support for third party products not supplied by Extreme. Customer agrees that any warranty and/or support for such products shall be provided, if at all, by the manufacturer, distributor or reseller of such products.

10. CONFIDENTIALITY

10.1 The following information is "Confidential Information: (i) as to both parties, the terms of this Agreement, and all information exchanged by the parties during negotiations culminating in this Agreement and during the Term of this Agreement; any information related to a party's performance of, or failure to perform, this Agreement; and any information that is marked or designated as "Confidential" or with like notice; (ii) as to the party disclosing the information, any information related to that party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, customers, vendors, contractors, Extremes and personnel, and all other information that a reasonable person would understand to be confidential; and (iii) as to Customer, data center locations, data center designs (including non-graphic information observed at Customer's data center); but excluding in all cases any information which is independently developed by the other party as shown by such party's written business records, is or becomes generally available to the public other than through breach of this Agreement, or violation of law or other agreement. Each party agrees not to disclose the other party's Confidential Information to any third party except to its agents, advisors, affiliates and representatives, and with respect to Extreme, its potential investors, each who need to know the information to represent or advise it with respect to the subject matter of this Agreement and who are bound by non-disclosure obligations at least as stringent as those stated in this Agreement; provided, however, that a party will not be liable for disclosure of the other party's Confidential Information if it is required by law or regulation to be disclosed and, to the extent not prohibited by applicable law or regulation, the disclosing party gives advance written notice of the disclosure to the other party at the earliest possible time, or the party discloses the information as part of a bona fide legal proceeding to enforce its rights under this Agreement. Each party agrees to use at least a reasonable degree of care to protect the other party's Confidential Information. Each party agrees not to use the other party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement. Each party shall return or destroy the other party's Confidential Information on completion of the Subscription, or earlier on request of the other party, provided that a party may retain the other party's Confidential Information if reasonably necessary to use the Subscription, or to maintain reasonable and customary business records and (ii) the obligation to return or destroy does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of receiving party's information systems procedures, provided that except as otherwise permitted herein, receiving party shall make no further use of such copies. On request of a party, an officer of the other party shall certify its compliance with the preceding sentence.

10.2 This Agreement shall not limit either party's present or future business activities or relationships of any nature, including business activities or relationships that may be competitive with those of the other party. Each party acknowledges that the other party and its affiliates are actively engaged in business activities, investment, technology exploitation, and research and development efforts that are or may be

similar to or coincident with the activities of the other party or its Confidential Information. Accordingly, each party further acknowledges that this Agreement shall in no way limit, restrict or preclude either party from assigning employees or pursuing any of its present or future business activities or interests, either alone or in conjunction with other parties, or from entering into any agreements or transaction with any other person or entity, regardless of whether such business activities and interests are competitive with any actual or proposed business activities and interests of the other party. The parties further agree that each may in the future develop or purchase products or services related to or similar to the subject matter of this Agreement.

The parties agree that monetary damages would not be a sufficient remedy for breach of this section and therefore agree that either party shall be entitled to seek injunctive and other specific relief. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 10 shall survive for two (2) years after expiration or termination of this Agreement.

11. INDEMNIFICATION

11.1 **General Indemnification.** Each party will defend the other, the other's Affiliates, and each of their respective directors, officers, agents, and employees against any unaffiliated third party claim based on that party's gross negligence or intentional misconduct, and indemnify each of them from the resulting losses, damages, and costs and expenses (including reasonable attorney fees) finally awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. The indemnifying party may settle, at its sole expense, any claim for which it is responsible under this Subsection. The indemnifying party shall control the defense and/or settlement of any claim covered by this subsection, provided that the indemnified party reserves the right to employ counsel at its own expense and participate in the defense.

11.2 **Intellectual Property Indemnification**. Extreme will defend Customer, and each of its respective directors, officers, agents, and employees (collectively, the "**Customer Indemnitee**"), against any unaffiliated third party claim that the Extreme Technology infringes the third party's United States or European Union patent, trademark, copyright, or valid trade secret (each, an "**IP Claim**"), and indemnify the Customer Indemnitee from all resulting losses, damages, costs, and expenses (including reasonable attorneys' fees) finally awarded to the third party by a court of competent jurisdiction (or an arbitration panel or other tribunal, as applicable) or pursuant to a settlement agreement (collectively referred to as "**Damages**") provided that Customer shall promptly notify Extreme in writing of the claim, provide Extreme sole control over the defense and/or settlement of such claim with Extreme's choice of counsel, and at Extreme's request and expense, provide full information and reasonable assistance to Extreme with respect to such claim. Notwithstanding the prior sentence, Customer's failure to give prompt notice of the claim shall not relieve Extreme of its obligations under this Section except to the extent such failure prejudices Extreme's defense of the matter. Extreme may settle, at its sole expense, any IP Claim for which Extreme is responsible under this Section. Extreme will not be obligated to defend or be liable in any manner for infringement to the extent arising out of: (a) required compliance with Customer-provided technology or specifications; (b) modification of Extreme Technology (except modifications provided by Extreme) or use of such Extreme Technology not in accordance with Specifications; (c) Customer's combination, operation or use of the Extreme Technology with hardware, software or other materials not provided by Extreme; (d) Customer's failure to use reasonable materials or instructions provided by Extreme which would have rendered the Extreme Technology non-infringing. The Customer Indemnitee reserves the right to employ counsel at its own expense and participate in the defense and/or settlement of any IP Claim. In addition to the foregoing, should any Extreme Technology become, or are likely to become, in Customer's reasonable opinion, the subject of such a claim, Extreme shall, at its expense either: (1) procure for Customer the right to make continued use thereof; or (2) replace or modify such with a non-infringing replacement or modification that is functionally equivalent or better than the replaced Extreme Technology; provided, however, that if Extreme is unable through the use of commercially reasonable efforts to do either, then Extreme may request return of the Extreme Technology, and, upon receipt thereof; no further monthly recurring fees for the Subscription(s) will be

due and payable by Customer for that part of the Subscription that includes the infringing Extreme Technology and shipping costs associated with returning the infringing Extreme Technology.

11.3 The foregoing provisions of this Section state the entire liability and obligations of Extreme and the exclusive remedy of Customer with respect to any actual or alleged infringement of any intellectual property right by the Extreme Technology, or any part thereof.

12. LIMITATION OF LIABILITY

12.1 NEITHER EXTREME NOR ANY OF ITS PERMITTED ASSIGNEES (NOR THEIR EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION ARISING IN CONNECTION WITH THE AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EXTREME OR ANY OF ITS ASSIGNEES (OR THEIR EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, SAVINGS, OR VALUE AS WELL AS LOSS OF DATA OR INABILITY TO ACCESS DATA.

12.2 EXTREME'S AND ITS ASSIGNEE'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THE SUBSCRIPTION SCHEDULE WHERE THE CLAIM AROSE IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM.

12.3 NOTHING HEREIN SHALL PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF.

13. INSURANCE.

Without limiting Extreme's indemnification obligations above or other obligations under this Agreement, Customer shall obtain and maintain liability insurance and insurance against loss or damage to all Extreme Technology including, without limitation, loss by fire (including extended coverage), theft and such other risks of loss as are customarily insured against on that type of Extreme Technology. Such insurance shall be in such amounts, in such form and with such insurers as are acceptable to Extreme, and shall contain a requirement that no material modification or cancellation of coverage may occur unless thirty (30) days prior written notice thereof has been provided to Extreme. Customer shall cause its insurer to name Extreme as loss payees and additional insured, and within fifteen (15) days after Extreme's request, Customer shall cause its insurer to provide to Extreme a certificate evidencing such coverage.

14. RELATIONSHIP OF THE PARTIES

Each party is an independent contractor of the other and nothing in this Agreement shall be construed to create an association, trust, partnership, joint venture, or agency relationship between the parties. Although the parties may refer to each other colloquially as "partners" they do not intend to create a partnership, and neither party has any fiduciary duty, obligation, or liability to the other or any obligation to share profits and losses. Neither party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as expressly specified in this Agreement.

15. MISCELLANEOUS

15.1 **High-Risk Disclaimer.** The Subscription provided under this Agreement are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the products, software, or services could lead directly to death, personal injury, or severe physical or property damage

(collectively, "High-Risk Activities"). Extreme expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

15.2 **Export Compliance.** Customer acknowledges that the Subscription provided under this Agreement, which may include technology and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."), may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Customer or the Extreme Technology is located, and may also be subject to the customs and export laws and regulations of the country in which the Subscription is rendered or received. Customer agrees to abide by those laws and regulations. Extreme's acceptance of any Order for Subscription(s) is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government; Extreme is not liable for delays or failure to deliver the Subscription resulting from failure to obtain such license or certification. Each Party agrees to indemnify, defend and hold the other harmless from any third-party claims, demands, or causes of action against the other due to the indemnifying party's violation or alleged violation of the applicable export laws, regulations or orders.

15.3 **Excluded Data**. Customer acknowledges that any software and/or the Subscription provided under this Agreement are not designed to offer functionality providing security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law or regulation (examples include but are not limited to the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, Family Educational Rights and Privacy Act, and hereinafter may be collectively referred to as "Excluded Data"). Customer hereby agrees that Customer is solely responsible for reviewing and ensuring its data that will be provided to Extreme (or to which Extreme will have access) does not contain Excluded Data.

15.4 **U.S. Government Restricted Rights.** The software and documentation provided with the Subscription are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.

15.5 **Assignment.** Customer may not assign this Agreement without Extreme's prior written consent, not to be unreasonably withheld. Any attempted assignment in violation of the preceding sentence shall be void. This Agreement shall inure to the benefit of the parties permitted successors and assigns. Extreme may at any time without notice to Customer assign or transfer all or part of any interest in this Agreement or any Subscription Schedule. In such events, all the provisions of this Agreement or any Subscription Schedule hereunder for the benefit of Extreme shall inure to the benefit of and be exercised by or on behalf of such assignee, but the assignee shall not be liable for or be required to perform any of Extreme's obligations to the Customer. Extreme may direct that all payments due and to become due under this Agreement or any Subscription Schedule hereunder and assigned by Extreme shall be paid directly to assignee, upon notice of such assignment to Customer. The right of the assignee to the payment of the assigned payments, the performance of all of Customer's obligations and to exercise any other of Extreme's rights hereunder shall be absolute and unconditional and not be subject to any defense, right of cancellation or termination, counterclaim or set–off which the Customer may have or assert against Extreme, and the Customer hereby agrees that it will not assert any such defenses, rights of cancellation or termination, set–offs, counterclaims and claims against the assignee. No such assignment by Extreme shall relieve Extreme of its obligations or limit or otherwise affect the Customer's rights and/or obligations hereunder.

15.6 **Non-Waiver.** The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other or subsequent right or remedy.

Specifically, but without limitation, Customer's payment of fees is not a waiver of any claims for breach of this Agreement.

15.7 **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

15.8 **Notices.** Legal notices shall be sent via electronic mail and first class United States mail to the individuals named in the Order, and copied to:

To Customer:
[insert contact name & address]

To Extreme:
Extreme Networks, Inc.
Attn: Office of the General Counsel
6480 Via del Oro
San Jose, CA 95119

Non-legal notices in the ordinary course of business; e.g., notice to postpone a shipment, shall be sent via electronic mail to the Designated Representative of the other party or to such other designee as may be set forth herein. Notices shall be effective as of the day sent via email, or if that day is not a Business Day or the first Business Day that follows the day sent.

15.9 **Force Majeure.** Extreme will not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, environmental conditions at Customer's Premises, suppliers, fire, vandalism, cable cut, power outage, Customer's third party contractors, storm or other similar occurrences; any law, order, regulation, action or request of any government, including state and local governments having jurisdiction over either of the parties, or of any instrumentality thereof, or of any civil or military authority; wars; or strikes or other labor difficulties (each, a "*Force Majeure*").

15.10 **Controlling Law, Venue, Costs of Suit, and Waiver of Jury Trial.** With respect to disputes which may arise as a result of this Agreement in the US, the laws of the State of New York (exclusive of its conflict of law principles) govern this Agreement, including all matters of construction, validity and performance. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING ANY COUNTERCLAIM) OF ANY TYPE IN WHICH IT IS A PARTY AS TO ALL MATTERS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR ANY DOCUMENT, INSTRUMENT OR AGREEMENT EXECUTED IN CONNECTION HEREWITH.

15.10.1 All disputes arising out of or in connection with this Agreement and/or any Order issued hereunder to any Extreme entity other than Extreme-US shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. The place of arbitration shall be London. The arbitral tribunal shall conduct the proceedings and all awards shall be rendered in the English language. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

15.11 **Dispute Resolution**. The parties shall attempt in good faith to resolve any dispute arising out of or relating to the Agreement by negotiation between authorized representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the Agreement; provided that Customer shall remain obligated to timely make any and all payments during such negotiations. If the dispute has not been resolved by negotiation as provided herein within fifteen (15) days after the commencement thereof, Customer agrees that Extreme or its assignee may, but shall have no obligation to, compel the Customer to participate in a mediation

under the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, Extreme or its assignee will select a mediator from the CPR Panels of Distinguished Neutrals, who shall apply the law of the State of New York, without reference to its conflict of law, to the merits of any dispute or claim. The mediator shall not be permitted to award any punitive, consequential or other special damages under any circumstances. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Notwithstanding anything to the contrary, neither party shall be required to pursue the procedures described in this Section prior to filing a request of injunctive or other equitable relief. If the dispute has not been resolved by mediation as provided herein within thirty (30) days of the initiation of such procedure, this Agreement does not preclude either party from initiating litigation; provided, however, that Extreme or its assignee may initiate litigation at any time if Extreme or its assignee has elected to participate in a mediation procedure and Customer has failed to participate. Notwithstanding the foregoing, nothing herein shall 1) prohibit Extreme from initiating any action against Customer in any federal or state court in New York at any time, including without limitation without first seeking mediation or 2) prohibit either party from participating in any court-mandated mediation, arbitration or other alternative dispute resolution, as the case may be.

15.12 **Publicity**. Neither party may issue any press release or other publicity regarding the subject matter of this Agreement without the other party's prior written consent.

15.13 **Trademarks**. Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "**Trademark**") without the other party's prior written consent. Any authorized use shall be subject to the Trademark owner's mark usages guidelines provided to the other or published on its website.

15.14 **Intellectual Property**. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Subscription, as well as the methods by which the Subscription is performed and the processes that make up the Subscription, shall belong solely and exclusively to Extreme or the applicable suppliers or licensors, and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Subscription is protected pursuant to intellectual property laws and treaties. Customer may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Subscription, in whole or in part.

15.15 **Designated Representative**. Each party shall appoint a Designated Representative(s) Each party shall notify the other of their appointed Designated Representative(s) and their respective contact information as may be modified from time to time via notification to the other.

15.16 **Compliance with Laws**. Each party shall comply with all applicable governmental law, statutes, ordinances, administrative orders, rules, authorizations and regulations, including without limitation, those related to the export of technical materials. Customer will not use the Subscription or allow the Subscription to be used (i) for any unlawful purpose; or (ii) in violation of any relevant government law, statues, ordinance, administrative order, rules or regulation or authorization.

15.17 **Translations**. This Agreement is in English and the English language shall be controlling in all respects. Any other version in any other language shall be for accommodation only and shall not be binding upon the parties. All communications and notices to be made or given pursuant to this Agreement, and any dispute proceeding related to or arising hereunder, shall be in the English language. In the event of any discrepancy or inconsistency between different language versions of the Agreement (and all associated documents or correspondence concerning this Agreement), the English language version shall prevail.

15.18 **Counterparts**. This Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

Agreement No. _____

15.19 **Entire Agreement**. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES REGARDING ITS SUBJECT MATTER AND SUPERSEDES AND REPLACES ANY PRIOR OR CONTEMPORANEOUS AGREEMENT OR UNDERSTANDING, WRITTEN OR ORAL.

Each party warrants and represents that its respective signatories, whose signatures appear below, have been and are on the date of signature duly authorized to execute this Agreement.

Customer

By: _____

Name: _____

Title: _____

Date: _____

Extreme Networks, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Extreme Networks Ireland Limited.

By: _____

Name: _____

Title: _____

Date: _____

Agreement No. _____

EXHIBIT A

SUBSCRIPTION SCHEDULE
SCHEDULE NUMBER __

Customer Billing Address:

Designated Representative Name, Address, Telephone Number, E-mail Address and other applicable contact information

Other applicable Contact Name(s) and Telephone No(s).:

Premise Address (if different from Customer Address):

Shipping Address (if different from the Premise Address):

Subscription Price:

Recurring Subscription Charge - $_____/month, billable monthly in advance.

Subscription:

During the term of this Subscription Schedule, Extreme shall perform the Subscription in accordance with the terms and conditions of this Subscription Schedule and at the prices set forth herein. The Subscription encompasses the following:

1. **[Insert brief description of the equipment-based services (capacity, e.g.) and attach exhibits as needed.]**
2. **[Describe support and maintenance terms including pricing]**

Term of Subscription Schedule

This Subscription Schedule shall commence on the Effective Date and continue until the date it is terminated pursuant to the Agreement.

Agreement No. _____

SUBSCRIPTION SCHEDULE
(CON'T)

Other Terms Applicable to this Subscription Schedule:

Estimated Shipping and Delivery Date: **[Refer to quote if appropriate]**

By signing this Subscription Schedule, Extreme and Customer agree that the provisions of the Network Subscription Agreement (the "Agreement") executed by the parties and the exhibits attached to this Subscription Schedule apply to this Subscription Schedule and are incorporated by this reference. To the extent that this Subscription Schedule is inconsistent with the Agreement, the terms of this Subscription Schedule shall prevail.

Customer	Extreme Networks, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Extreme Networks Ireland Limited [Include if applicable]

By: _____

Name: _____

Title: _____

Date: _____

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NASPO ValuePoint

PARTICIPATING ADDENDUM

DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of **Utah**

Master Agreement #: AR3230

Contractor: **Extreme Networks, Inc. (Contractor)**

Participating Entity: **State of Florida, Department of Management Services (Department)**

Agreement No. **43220000-NASPO-19-ACS**

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Data Communications Products and Services led by the State of Utah (Lead State) for use by Agencies, as defined in section 287.012, Florida Statutes, and authorized by section 287.042(16), Florida Statutes. For purposes of this Participating Addendum, the Department and Extreme Networks, Inc., are collectively referred to herein as the "Parties."

2. **Alternate Contract Source Agreement (ACS):** ACS refers to this Participating Addendum, Exhibit A: Additional Special Contract Conditions, Exhibit B: Special Contract Conditions, and the Master Agreement and all attachments.

3. **Order of Precedence:** All terms and conditions contained in the ACS are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS unless modified in writing by the parties.

   This Participating Addendum and Exhibit A: Additional Special Contract Conditions may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into the ACS, enter into a written amendment with the Department reflecting the addition of such amendments.

   In the event of conflict, the following order of priority governs:

   a) This Participating Addendum and all Amendments;

   b) Exhibit A: Additional Special Contract Conditions;

   c) Exhibit B: Special Contract Conditions;

   d) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions;

   e) Attachment B: Scope Awarded to Contractor

   f) Attachment C: Pricing Discounts and Value-Added Services

   g) An Order issued against the ACS;

   h) The Solicitation, SK18001 (Request for Proposals), Data Communications Products and Services;

   i) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

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4. **Term of the Participating Addendum:**

   a) **Initial Term:** The initial term of the ACS will become effective on the last date the document is signed by all Parties, whichever is later, and shall be effective through September 30, 2024, unless terminated earlier, in accordance with Exhibit A: Additional Special Contract Conditions or Exhibit B: Special Contract Conditions.

   b) **Renewal:** Upon agreement of the Parties, the Department and the Contractor may renew the ACS in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same term, conditions, and modifications set forth in the ACS. The Contractor and the Department may negotiate renewal term pricing, which shall not exceed the pricing provided during the initial term as set forth in the Master Agreement.

5. **Product and Service Offering:** The Contractor is authorized to provide the Products listed below:

   - Networking
   - Routers, Switches, Security, and Storage Networking
   - Wireless
   - Value Added Services are permitted under this PA to the extent they do not overlap with services offered through a state term contract. If the service(s) are offered through a state term contract, agency customers are obligated use the state term contract(s) to purchase the service(s).

6. **Master Price Agreement Number:** All purchase orders issued by agencies within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: AR3230

7. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	**Michael Swierk**
Address:	**6480 Via Del Oro San Jose CA 95119**
Telephone:	**603-952-6909**
Email:	**mswierk@extremenetworks.com**

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State of Florida

Name:	**Joy Geller**
Address:	**4050 Esplanade Way, Tallahassee Florida 32399**
Telephone:	**850-410-0978**
Email:	**joy.geller@dms.fl.gov**

8. **Participating State or Entity Terms and Conditions**

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the State of Florida. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to its contractual relationship with the Contractor under the Terms and Conditions of the State of Utah NASPO ValuePoint Master Agreement.

[____] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions:

Exhibit A – Additional Special Contract Conditions
Exhibit B – Special Contract Conditions

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both parties below.

Participating State: **State of Florida**	Contractor: **Extreme Networks, Inc.**
By: DocuSigned by: 2EEF8C7BA0D34CA...	By: DocuSigned by: Pete Doolittle 23987154AD564E8...
Name: Jonathan R. Satter	Name: Pete Doolittle
Title: Secretary	Title: Senior Vice President, Sales
Date: 8/7/2020 | 2:43 PM EDT	Date: 8/4/2020 | 3:23 PM EDT

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	info@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]

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ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit A

The following changes are modifying or supplementing the Master Agreement and ACS terms and conditions. These modifications or additions apply only to actions and relationships within the ACS.

Upon execution of the ACS, Customers may purchase products and services under contract using the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS.

A. Vendor Registration: In order to complete any transaction between an Individual Customer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace.

B. Purchases: In order to procure products and services hereunder, Customers shall issue purchase orders or use a purchasing card which shall reference Florida Alternate Contract Source Number 4322000-NASPO-19-ACS. Customers are responsible for reviewing the terms and conditions of this ACS including all Exhibits.

C. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this ACS, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.

D. The State of Florida's performance and obligation to pay under this ACS is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

E. Product and Service Offerings: The Contractor is authorized to provide Products as referenced in Section 5 of the Participating Addendum (PA). Any Product Offerings not listed are not approved.

F. Hours of Work: The Contractor will provide services and support during the States normal working hours. Normal working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

G. Employment Eligibility Verification: The language of subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.

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H. Price List/Preferred Price: The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Customers wherever possible.

I. Orders: Any Order placed by a Customer for a Product and/or Service available under the Master Agreement shall be deemed to be a sale under and governed by the terms and conditions of the ACS. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, signed by both parties, and integrated into the ACS order of precedence as reflected on the PA.

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

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

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

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

   The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

K. Product Installation & Invoicing: Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

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L. Contract Reporting: The Contractor shall report information on orders received from Customers associated with the ACS.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Contract Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under the ACS.

c. Contract Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due October 15th.

Quarter 2 - (October-December) – due January 15th.

Quarter 3 - (January-March) – due April 15th.

Quarter 4 - (April-June) – due July 15th.

Quarterly reporting requirements begin the date of ACS execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at FL DMS Quarterly Sales Report Form. The report will include all sales (orders) from Customers received (associated with this ACS) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this ACS may be terminated for convenience or the Department may choose to not renew the ACS.

In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

d. MFMP Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP

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website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

M. Ad hoc Reports: The Department reserves the right to require additional reports or information pertaining to this ACS and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.

N. Financial Consequences: The following financial consequences will be assessed for nonperformance of the Quarterly Sales Report and Monthly Transaction Fee Report requirements. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal. These consequences for non-performance are not to be considered penalties.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15th calendar day after close of a quarter.	100%	Quarterly	$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 15th calendar day after close of the period.	100%	Monthly	$100

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

These consequences of non-performance shall not be considered penalties.

O. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Participating State will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State's additional concerns at the meeting. At minimum, the parties shall meet to discuss:

a. Program compliance
b. Program trending review
c. Savings report: Hard dollar and soft dollar
d. Spend report
e. Subcontractor and contingent staff performance
f. Recommendations for improved compliance and performance

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Failure to comply with this section may result in the Contractor being found in default and PA termination.

P. Resellers/Partners: The Contractor may use resellers/partners in order to provide equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms, and conditions within the ACS and the Customer Order. The Contractors resellers/partners' participation will be in accordance with the terms and conditions set forth in the ACS and the Customer Order. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners.

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of E-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com

Q. All licenses obtained under this ACS shall be transferable to the extent necessary for any Customer reorganization under section 20.06, Florida Statutes.

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Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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

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SECTION 1. DEFINITION.

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

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

SECTION 2. CONTRACT TERM AND TERMINATION.

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

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

2.3 Suspension of Work and Termination.

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

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

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

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

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SECTION 3. PAYMENT AND FEES.

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

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

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

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

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

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

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

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

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

SECTION 4. CONTRACT MANAGEMENT.

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

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

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

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

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

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

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

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

4.5 Diversity.

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

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

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

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

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

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

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

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

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

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subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

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

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

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

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

6.4 Inspection and Acceptance of Commodities.

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

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

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

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

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

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

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will

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be construed and enforced as if the Contract did not contain the provision held invalid.

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

SECTION 7. LIABILITY AND INSURANCE.

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

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

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

7.4 Performance Bond.
Not applicable.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any

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determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

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

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

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

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

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

(a) Keep and maintain public records required by the public agency to perform the

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service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

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

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

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

8.4 Intellectual Property.

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

In connection with Contractor's professional services, deliverables are provided on a licensed basis, as set forth in Attachment A.

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

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

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

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department.

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Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

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

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

SECTION 11. CONTRACT MONITORING.

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

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

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

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

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of

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

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

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

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

SECTION 12. CONTRACT AUDITS.

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

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

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

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

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five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

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

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

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

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

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

ATTACHEMENT A
Professional Services IP Terms

This attachment provides terms regarding intellectual property rights when providing

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professional services to Customer.

Definitions:

“Deliverables” means any reports, analyses, scrips, templates, software or other work products, tangible or intangible, to be delivered by Extreme to Customer as set forth in the SOW.
“Intellectual Property Rights: means all worldwide intellectual property rights including copyrights, trademarks, service marks, trade secrets, know-how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.
“Party” means Contractor or Customer individually.

1. Grant of License Rights in the Deliverables. Contractor grants Customer a nonexclusive and nontransferable license to use the Deliverables specified in the Agreement (in object code if any software is provided) for Customer’s own internal use. This license grant does not include the right to sublicense and is nontransferable. For Deliverables that are to be used with an Extreme subscription license and/or subscription service, the term of this license is revocable, and shall be for the same duration as the applicable subscription license/service (not perpetual) that Customer has purchased, and shall expire at the end of the subscription license/service. For Deliverables that are not intended for use with a subscription license or subscription service, this license is irrevocable (except in case of breach of the Agreement) and perpetual.

2. This license confers no title or ownership in the Deliverables and will not be construed as a sale of any rights in the Deliverable or the media on which it is recorded, printed, or otherwise provided/transmitted. All copyrights and other Intellectual Property Rights existing prior to the date of performing the Services shall belong to the Party that owned such rights immediately prior to the date of performance of Services. Neither Party shall gain by virtue of these terms any rights of ownership, patents, trade secrets, trademarks or any other Intellectual Property Rights owned by the other Party. Contractor shall own all copyright, patent, trade secrets, trademarks and other Intellectual Property Rights, title and interest in or pertaining to any techniques, know-how, software, inventions, processes, data, design, diagrams, documentation and all other information and materials created by Contractor in performing the Service hereunder.

3. This license does not apply to any other Contractor products or items licensed or otherwise provided, under a separate agreement. Notwithstanding anything herein to the contrary, open source software is licensed to the Customer under that open source software’s own applicable license terms.

EXHIBIT B

STEP CG, LLC
50 E Rivercenter Blvd #900
Covington, KY 41011

QUOTE

Q-35144

Date Created Jul 29, 2025
Quote Stage Final
Valid Until Oct 15, 2025
Sales Executive Chris VonHoene
Contact Javier Leon

Bill To
City of Sunrise
10770 West Oakland Park Blvd
Sunrise, FL 33351

Ship To
City of Sunrise
10440 West Oakland Park Blvd
Sunrise, FL 33351

Line	Item & Description	Qty	Unit List Price	Discounted Unit Price	Extended Total
1	**Extreme Networks 5520-12MW-36W** ExtremeSwitch5520 12 100Mb/1Gb/2.5Gb/5Gb 802.3bt 90W PoE 36 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 stacking/QSFP28 1 un-pop VIM slot MACsec capable 3 fan modules 2 un-pop modular PSU slots.	10	$ 13,569.00	$ 6,106.05	$ 61,060.50
2	**Extreme Networks 97004-5520-12MW-36W** EW NBD AHR 5520-12MW-36W	10	$ 854.00	$ 705.76	$ 7,057.60
3	**Extreme Networks XN-ACPWR-1100W-FB** 1100 Watt AC PoE Power Supply Module - Front to Back airflow	20	$ 1,695.00	$ 762.75	$ 15,255.00
4	**Extreme Networks 10099** PWR CORDNEMA15ANEMA 5-15PC15ST	20	$ 38.00	$ 17.10	$ 342.00
5	**Extreme Networks XN-2P-RMKIT-005** Optional two post rack mount kit 5520	13	$ 90.00	$ 40.50	$ 526.50
6	**Extreme Networks 5520-24W** ExtremeSwitching 5520 24 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes 3 fan modules 2 unpopulated modular PSU slots.	3	$ 6,736.00	$ 3,031.20	$ 9,093.60
7	**Extreme Networks 97004-5520-24W** EW NBD AHR 5520-24W	3	$ 505.00	$ 444.40	$ 1,333.20
8	**Extreme Networks XN-ACPWR-1100W-FB** 1100 Watt AC PoE Power Supply Module - Front to Back airflow	6	$ 1,695.00	$ 762.75	$ 4,576.50
9	**Extreme Networks 10099** PWR CORDNEMA15ANEMA 5-15PC15ST	6	$ 38.00	$ 17.10	$ 102.60
10	**Extreme Networks 5520-VIM-4XE** 5520 Versatile Interface Module with four 10GbE SFP+ ports LRM MACsec capable supported on ExtremeSwitching 5520	6	$ 2,338.00	$ 1,052.10	$ 6,312.60
11	**Extreme Networks 10301** SR SFP+ Module	4	$ 1,642.00	$ 738.90	$ 2,955.60
12	**Extreme Networks 10302** 10 Gigabit Ethernet SFP+ module 1310nm SMF 10km link LC connector	18	$ 2,739.00	$ 1,232.55	$ 22,185.90
13	**Extreme Networks ISW-24W-4X** 28-Port ISW Industrial Ethernet Switch 24 10/100/1000BASE-T 90W PoE ports plus 4 10GBASE-X SFP+ ports 720W PoE Operating Temp -40C - +75C dual DC power inputs fanless 1RU	2	$ 11,995.00	$ 5,997.50	$ 11,995.00

Line	Item & Description	Qty	Unit List Price	Discounted Unit Price	Extended Total
14	**Extreme Networks 97004-ISW-24W-4X** EW NBD AHR ISW-24W-4X 1 Year	2	$ 636.00	$ 559.68	$ 1,119.36
15	**Extreme Networks 10099** PWR CORDNEMA15ANEMA 5-15PC15ST	2	$ 38.00	$ 17.10	$ 34.20

Purchasing Contract: 43220000-Naspo-19-ACS

Quote Total: $ 143,950.16

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

Data Communications (2019 - 2026)

Extreme Networks

Scope Pricing Download Model PA

Participating Addenda

State Participating Addenda

Alaska
Arkansas
California
Colorado
Florida
Hawaii
Kentucky
Louisiana
Montana
Nevada
New Jersey
Oklahoma
Oregon
South Dakota
Utah
Washington
Wyoming

Give Feedback

How Local Public Entities and Other Eligible Entities Participate

Contractor Contact

Michael Swierk
mswierk@extremenetworks.com
(603) 952-5221
www.extremenetworks.com

Awarded	Expiration	Renewal Limit
10/01/2019	09/30/2026	09/30/2026

Documents/Details

Master Agreement Documents +

Pricing Documents +

Product Documents +

Didn't find what you need click here

DISCLAIMER: The documents on the NASPO ValuePoint website are for informational/ convenience purposes only. Official documents are maintained by the lead state (or participating entity in the case of participating addenda). In the event of any conflict between the documents on this site and those maintained by the lead state or participating entity, the official documents maintained by the lead state or participating entity govern.

Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.

Data Communications Products and Services

Contractors

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
Cisco Systems, Inc.	A - Non-Minority	No	No	Yes	Statewide

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
CradlePoint, Inc.	A - Non-Minority	No	No	Yes	Statewide
Extreme Networks, Inc.	A - Non-Minority	No	No	Yes	Statewide
Hewlett Packard Enterprise Company	A - Non-Minority	No	No	Yes	Statewide
Juniper Network (US), Inc.	A - Non-Minority	No	No	Yes	Statewide
Palo Alto Networks, Inc.	A - Non-Minority	No	No	Yes	Statewide
Unify Inc. (Formerly ATOS IT Solutions and Services, Inc.)	A - Non-Minority	No	No	No	Statewide

Data Communications Products and Services

Contractors

Pricing

Service Updates

Terms and Conditions

Privacy Statement

Accessibility Statement

Agency Information

Open Government

DMS Leadership

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Subcontractor/Dealer/Reseller Information Form

Contract Name: Data Communications Products and Services
Contract Number: 43220000-NASPO-19-ACS
Contractor Name: Extreme Networks, Inc.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

*Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl + M** to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press **Ctrl + Q** to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
Carousel Industries of North America, Inc.	www.carouselindustries.com	Lauren Testa	ltesta@carouselindustries.com	401-583-4465		659 South County Trail	Exeter	RI	02822		Statewide	7/13/2020
CDW Government LLC	www.cdwg.com	Anup Sreedharan	anusree@cdw.com	312-705-1873	51873	120 S Riverside Plaza	Chicago	IL	60606		Statewide	7/13/2020
Computers At Work!, Inc.	www.vtechio.com	Chris McDaniel	chris.mcdaniel@vtechio.com	727-200-0549		2338 Immokalee Rd. #151	Naples	FL	34110		Statewide	7/13/2020
Hayes e-Government Resources, Inc.	http://www.hcs.net/	Melanie Vialpando	mvialpando@hcs.net	850-297-0551		2473 Care Dr	Tallahassee	FL	32308-9814		Statewide	7/14/2021
Modcomp, Inc. dba CSPi Technology Solutions	www.cspitechsolutions.com	Christina Luis	christina.luis@cspi.comm	954-571-4664		1182 East Newport Center Drive	Deerfield Beach	FL	33442		Statewide	2/4/2020
Norston Communications Inc. dba Blackbox	www.agcnetworks.com	Billy Redden	billy.redden@blackbox.com	904-716-9481		7970 Bayberry Rd, Suite 5	Jacksonville	FL	32256		Statewide	6/3/2021
PC Solutions & Integration, Inc.	www.pcsusa.net	Natasha Rolle	sales@pcsusa.net	305-667-0633		4937 SW 75th, Avenue	Miami	FL	33155		Statewide	7/13/2020
Safari Micro Inc.	www.safarimicro.com	John Lannon	john.lannon@safarimicro.com	727-331-2263		2454 N. McMullen Booth Rd. Suite 700	Clearwater	FL	33759		Statewide	7/13/2020
Safari Micro Inc.	www.safarimicro.com	Matt Fretwell	matt.fretwell@safarimicro.com	480-278-1303		2185 W. Pecos Rd. Suite 9	Chandler	AZ	85224		Statewide	7/13/2020
STEP CG, LLC	www.stepcg.com	Danny Poindexter	dpoindexter@stepcg.com	513-795-6000	3109	50 E. RiverCenter Blvd. #900	Covington	KY	41011		Statewide	7/13/2020

Detail by FEI/EIN Number

Foreign Limited Liability Company
STEP CG, LLC

Filing Information

Document Number	M16000008208
FEI/EIN Number	30-0836376
Date Filed	10/12/2016
State	OH
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	09/08/2020
Event Effective Date	NONE

Principal Address

50 E. RiverCenter Blvd
Suite 900
Covington, KY 41011

Changed: 04/21/2022

Mailing Address

50 E. RiverCenter Blvd
Suite 900
Covington, KY 41011

Changed: 04/21/2022

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 09/08/2020

Address Changed: 09/08/2020

Authorized Person(s) Detail

Name & Address

Title Member

West, Jim
50 E. RiverCenter Blvd
Suite 900
Covington, KY 41011

Title Member

Cox, Dan
50 E. RiverCenter Blvd
Suite 900
Covington, KY 41011

Title Member

Walton, Ed
50 E. RiverCenter Blvd
Suite 900
Covington, KY 41011

Title Member

Temple, Keith
50 E. RiverCenter Blvd
Suite 900
Covington, KY 41011

Title Member

Huff, Rob
50 E. RiverCenter Blvd
Suite 900
Covington, KY 41011

Title Member

Kelly, Todd
50 E. RiverCenter Blvd
Suite 900
Covington, KY 41011

Annual Reports

Report Year	Filed Date
2023	02/02/2023
2024	02/13/2024
2025	01/30/2025

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03/31/2017 -- ANNUAL REPORT	View image in PDF format
10/12/2016 -- Foreign Limited	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Information Technology

Item Title: Agreement

Item Number: 4L **Meeting Date:** 9/15/2025

City Reference Number (C#): C25183

Item Description:

A Resolution of the City of Sunrise, Florida, approving an "Order Form" and a "Services Agreement" between the City of Sunrise and Governmentjobs.com, Inc. D/B/A Neogov for the purchase of Workforce Management Software and related services; and providing an effective date. City Manager Mark Lubelski. Mo Pierre-Louis, Director of Information Technology.

Funding:

503.17.21.519.503407 - Software Support

Amount:

Year 1 Total = $24,687.50
Year 2 Total = $39,056.00

Following the initial 2-year term, there are three optional 12-month renewal terms - applicable in years 3-5 of the overall Term; the subscription fees will be subject to a 5% increase.

ATTACHMENTS:

ATY Resolution - C25183
Neogov 2-year Agreement
Sunbiz - NEOGOV
Sunbiz - Governmentjobs.com, Inc.

Background:
The City has used NEOGOV's specialized software for the management of job openings, candidates, and process status since 2013 with favorable results. In FY 2024, the Onboard module of NEOGOV was deployed to automate the hiring-to-onboarding transition. In FY 2025, NEOGOV's Performance Management System (Perform) application was acquired following feedback from a citywide Focus Group tasked with improving the City's paper-based system.

Perform offers features such as digital evaluations, customizable templates, unique assessment categories, numeric rating scales, automated score calculations, custom reporting, automated reminders, progress tracking, development plan integration, access to a training resource library, and centralized evaluation storage. In addition, the City implemented NEOGOV's learning management system (Learn), providing an integrated training platform tailored to the public sector. Both tools are fully integrated within NEOGOV and are actively used by staff on a daily basis.

To further digitize and streamline Human Resources processes, staff is proposing to acquire two additional NEOGOV modules:

- eForms will digitize remaining paper-based workflows by enabling the creation, submission, and centralized storage of employee documents. It will accelerate processing times for merit increases and other actions that still rely on manual Personnel Action Forms (PAFs). It also allows for the modernization of forms used across departments.
- PowerPolicy will streamline the entire policy lifecycle, from creation and editing to approval, distribution, and acknowledgment.

Although the NEOGOV Service Agreement includes some non-standard provisions (e.g., indemnification, limitations of liability, and data privacy clauses) that are broader than typically accepted by the City, the benefits outweigh these risks. NEOGOV is offering a 50% discount on the initial subscription and setup fees.

The Information Technology Department recommends purchasing these modules to support secure, efficient policy and forms management. City Commission approval is requested for purchase of of eForms and PowerPolicy to complement the City's existing NEOGOV system. Pursuant to Section 5-173(c)(5) of the Code of Ordinances of the City of Sunrise, Florida, it is also requested that the City's formal bidding procedures be waived for good cause as outlined above.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Mo Pierre-Louis, Director of Information Technology

Phone: 954-746-3443

Department Head Name and Title:
Mo Pierre-Louis, Director of Information Technology

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "ORDER FORM" AND A "SERVICES AGREEMENT" BETWEEN THE CITY OF SUNRISE AND GOVERNMENTJOBS.COM, INC. D/B/A NEOGOV FOR THE PURCHASE OF WORKFORCE MANAGEMENT SOFTWARE AND RELATED SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governmentjobs.com, Inc. d/b/a Neogov (Neogov) offers a comprehensive suite of workforce management tools designed specifically for Governmental Human Resources departments; and

WHEREAS, Neogov tools include platforms for recruitment, onboarding, training, electronic forms, policy management, and compliance tracking to support the full employee lifecycle; and

WHEREAS, the City requires a comprehensive workforce management system for employees to train in a virtual environment and for new hires to complete the onboarding process; and

WHEREAS, the City has used Neogov's specialized software for the management of job openings, candidates, and process status since 2013 with favorable results.

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

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The "Order Form" and the "Services Agreement" (collectively, the "Contract Documents") between the City of Sunrise and Governmentjobs.com, Inc. d/b/a Neogov are hereby approved. Copies of the Contract Documents are attached hereto and made a part of this Resolution as Exhibit A.

Section 3. Pursuant to Section 5-173(c)(5) of the Code of Ordinances of the City of Sunrise, Florida, the City's formal bidding procedures are waived for good cause for the reasons set forth in this Resolution and accompanying Agenda Item Request.

Section 4. The Assistant Procurement Manager, or designee, is hereby authorized to execute the Contract Documents, including all attachments and exhibits thereto.

Section 5. City staff are authorized to perform all acts required for the full performance of the Contract Documents, including executing any extensions or renewals set forth in the Services Agreement upon the approval of the City Attorney; however, any amendments require approval of the City Commission. The Assistant Procurement Manager shall provide the City Clerk a copy of any executed extensions or renewals.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

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t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-697957	**Order #:**	Q-370989
Customer:	Sunrise, City of (FL)	**Valid Until:**	9/26/2025
Effective Employee Count:	1,200		
Sales Rep:	Mitch Boland		

Customer Contact			
Billing Contact:	Sunrise, City of (FL) Mo Pierre-Louis	**Shipping Contact :**	Sunrise, City of (FL) Mo Pierre-Louis
Billing Address:	1077 W Oakland Park Blvd Sunrise, FL 33351	**Shipping Address:**	1077 W Oakland Park Blvd Sunrise, FL 33351
Billing Contact Email:	itdirector@sunrisefl.gov	**Shipping Contact Email:**	itdirector@sunrisefl.gov
Billing Phone:		**Shipping Phone:**	

Payment Terms			
Payment Term:	Net 30	**Notes:**	
PO Number:			

Subscription Service

Year 1 (Prorated)

50% discount on the subscription fees.
50% discount on the setup fees.

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	9/15/2025	8/31/2026	49	Employee Based	$3,223.97
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerPolicy Professional Setup (Onboarding)	Services			49	Employee Based	$1,050.00
This package includes implementation services to ensure a successful setup and launch of PowerPolicy. An Implementation Consultant will be assigned to work with the customer's project leader and includes: Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Workflow Setup/Training, Document Functionality Training, Training Module Setup/Training (if purchased), Standards Setup/Training (if purchased), and a Rollout Prep call. Once Implementation is complete, the customer will be transitioned to their Customer Success Manager.						
PowerPolicy SSO	Recurring	9/15/2025	8/31/2026	49	Employee Based	$288.98
Single Sign On Service Subscription						
eForms Subscription	Recurring	9/15/2025	8/31/2026	1,200	Employee Based	$12,883.85
eForms Setup	Services			1,200	Employee Based	$3,465.00
Document Export - Subscription	Recurring	9/15/2025	8/31/2026	1,200	Employee Based	$1,517.11
Document Export Setup	Services			1,200	Employee Based	$1,575.00
					Year 1 (Prorated) TOTAL:	$24,003.91

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El Segundo, CA 90245

NEOGOV

Year 2 **List Price**

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	9/1/2026	8/31/2027	49	Employee Based	$7,029.00
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerPolicy SSO	Recurring	9/1/2026	8/31/2027	49	Employee Based	$630.00
Single Sign On Service Subscription						
eForms Subscription	Recurring	9/1/2026	8/31/2027	1,200	Employee Based	$28,089.00
Document Export - Subscription	Recurring	9/1/2026	8/31/2027	1,200	Employee Based	$3,308.00
					Year 2 TOTAL:	$39,056.00

Total: | $63,059.91

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions of the Services Agreement and Appendix 1 – Florida Statutory Provisions attached to Order Form Q-17213 signed by the parties on August 16, 2024, a copy of which is attached hereto, and the Affidavit of Compliance With Human Trafficking Laws. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

If renewed pursuant to NEOGOV Services Agreement Section 2(b), for the first three 12 month Renewal Terms (years 3-5 of the overall Term), the subscription fees will be subject to a 5% increase.

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By: **Sunrise, City of (FL)**	Signed By NEOGOV:
Signature:	Signature: DocuSigned by: C48A2B32DE0F457...
Printed Name:	Printed Name: Alex Chun
Title:	Title: CFO
Date:	Date: 8/28/2025 | 10:45:12 AM PDT

NEOGOV LEGAL
2:06 pm, Aug 15 2025

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NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties as to the use of the products specified in the Order Form only.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions may be renewed no less than thirty (30) days prior to the expiration of the then-current term by mutual written agreement between the parties for successive twelve (12) months terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term")." . The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

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available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

   b) Taxes. Customer shall provide NEOGOV with a certificate or other evidence of such tax exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

   c)

6. Term and Termination.

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a) Term. This Agreement shall commence on the Effective Date and shall remain in effect for 2 years, with 3 optional one-year renewals.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

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data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. Customer represents it will not use the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), nor will it have Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.

d) Data Responsibilities.

i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

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otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law,. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the

c) Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who are bound by confidentiality obligations not less protective than those herein.

d) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

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extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

e) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

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b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

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16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, not including attorneys' fees.

17. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

18. Publicity. Except as otherwise required by law, regulation, or the party's internal requirements (i.e., customer lists for auditing purposes), neither party shall, without the prior written consent of the other party, use in any advertising, publicity, or otherwise, the name, trademark, logo, symbol, other image of the other party or any of its affiliates, departments, directors, officers, employers, or agents.

19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

21. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter.. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.

22. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Broward County, Florida.

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b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.

e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds**. If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any

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access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

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Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html and/or https://apidocs.powerdms.com ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html and/or https://apidocs.powerdms.com from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

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Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

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APPENDIX "1" – FLORIDA STATUTORY PROVISIONS

Service Agreement V071413 shall have same meaning as "Agreement" when used Appendix "1".**Governing Law**

The Agreement shall be governed by the laws of the State of Florida. Except as set forth in the indemnification section 14, 15, 16 and 17 of the Agreement, should the Parties be involved in legal action arising under, or connected to this Agreement, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

Non-Discrimination

NEOGOV warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a NEOGOV, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement NEOGOV represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

Public Records

NEOGOV shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that NEOGOV and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, NEOGOV shall:

(a) Keep and maintain public records required by the Customer to perform the services provided hereunder.

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

(c) 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 term of this Agreement and following completion of this Agreement if NEOGOV does not transfer the records to the Customer.

(d) Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in the possession of NEOGOV or keep and maintain public records required by the Customer to perform the service. If NEOGOV transfers all public records to the Customer

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

If NEOGOV fails to comply with the requirements in this Section, the Customer may enforce these provisions in accordance with the terms of this Agreement. If NEOGOV fails to provide the public records to the Customer within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF NEOGOV HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NEOGOV'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, NEOGOV SHOULD CONTACT THE CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK @SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

Scrutinized Company

(a) Pursuant to Section 287.135, Florida Statutes, NEOGOV certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, NEOGOV certifies that it is not on the Scrutinized Companies with Activities

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in Sudan List or the Scrutinized Companies with Activities in the Iran Sectors List created pursuant to Section 215.473, Florida Statutes; and NEOGOV further certifies that it is not engaged in business operations in Cuba or Syria.

(c) Pursuant to Section 287.135, Florida Statutes, Customer may, at the option of the City Commission, terminate this Contract if NEOGOV is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran Sector List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

Electronic Recordkeeping

NEOGOV certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

ADA Compliance.

Provider shall ensure that the System is fully accessible and compliant with the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, and that the System meets or exceeds the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.0 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Provider will provide the County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.

E-Verify – Employment Eligibility

1 NEOGOV warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. NEOGOV has: (1) registered with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the NEOGOV's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

2 NEOGOV shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. NEOGOV shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

3 Customer shall terminate this Contract if it has a good faith belief that NEOGOV has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If Customer has a

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good faith belief that NEOGOV's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Customer shall notify NEOGOV to terminate its contract with the subcontractor and NEOGOV shall immediately terminate its contract with the subcontractor.

4 If Customer terminates this Contract pursuant to the subsection 3 above, NEOGOV shall be barred from being awarded a future contract by Customer for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, NEOGOV shall also be liable for any additional costs incurred by Customer as a result of the termination.

Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, NEOGOV shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. NEOGOV represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to Customer before execution of this [Contract/Agreement], and it will remain in compliance with Fla. Stat. §286.101 for the duration of this [Contract/Agreement].

Prohibited Telecommunications Equipment

NEOGOV represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. NEOGOV represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

Antitrust Violations

The NEOGOV has a continuous duty to disclose to the Customer if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, NEOGOV certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this [Agreement/Contract/Purchase Order]. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the Customer consistent with Section 287.137, Fla. Stat. as amended.

Entities of Foreign Concern

The provisions of this section apply only if NEOGOV or any Subcontractor will have access to an individual's personal identifying information under this Agreement. NEOGOV represents and certifies: (i) NEOGOV is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in NEOGOV; and (iii) NEOGOV is

ocusign Envelope ID: 0E1A4635-A55A-46F2-B593-486BB60F3A4B

not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, NEOGOV and any Subcontractor that will have access to personal identifying information shall submit to Customer under Section 23, Notices, executed Exhibit "1-A" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the Customer attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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EXHIBIT "1-A" **Affidavit of Compliance with Foreign Entity Laws**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 7/17/2024, 2024 Signed: DocuSigned by: Alex Chun 0CD54AE04B6B4AB...

Entity: Governmentjobs.com, Inc Name: Alex Chun

Title: CFO

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 17 day of July, 2024, by Michael Burns, as accounting director for Governmentjobs.com, Inc., who is personally known to me or who has produced n/a as identification.

Notary Public Signature: DocuSigned by: Denise Marlowe 0B5F89A19B0545C...

State of Florida at Large (Seal)

DENISE MARLOWE
NOTARY PUBLIC
STATE OF FLORIDA
Commission #HH298738
My Commission Expires 9/18/2026
ONLINE NOTARY

Print Name: Denise Marlowe

My commission expires: 09/18/2026

HH298738

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: Signed by: Mike Burns AE4D4949D6A746E...
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of August, 2025, by Michael Burns, as Corporate Controller of Governmentjobs.com, Inc.

(SEAL)

DENISE MARLOWE
NOTARY PUBLIC
STATE OF FLORIDA
Commission #HH298738
My Commission Expires 9/18/2026
ONLINE NOTARY

DocuSigned by: Denise Marlowe 039F89A19D6545C...

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

Fictitious Name Detail

Fictitious Name

NEOGOV

Filing Information

Registration Number	G23000053534
Status	ACTIVE
Filed Date	04/27/2023
Expiration Date	12/31/2028
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

2120 PARK PLACE
SUITE 100
EL SEGUNDO, CA 90245

Owner Information

GOVERNMENTJOBS.COM, INC.
2120 PARK PLACE, SUITE 100
EL SEGUNDO, CA 90245
FEI/EIN Number: 33-0888748
Document Number: F12000005053

Document Images

04/27/2023 -- Fictitious Name Filing View image in PDF format

Detail by FEI/EIN Number

Foreign Profit Corporation
GOVERNMENTJOBS.COM, INC.

Filing Information

Document Number	F12000005053
FEI/EIN Number	33-0888748
Date Filed	12/17/2012
State	CA
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/15/2022
Event Effective Date	NONE

Principal Address

2120 Park Place
El Segundo, CA 90245

Changed: 03/14/2025

Mailing Address

2120 Park Place
El Segundo, CA 90245

Changed: 03/14/2025

Registered Agent Name & Address

NRAI SERVICES, INC
1200 South Pine Island Road
Plantation, FL 33324

Officer/Director Detail

Name & Address

Title Secretary

Eisler, David
2120 Park Place
El Segundo, CA 90245

Title Authorized Officer

Wang, Nicholas Smith
2120 Park Place
El Segundo, CA 90245

Title Director

Wang, Nicholas Smith
2120 Park Place
El Segundo, CA 90245

Title Chairman of the Board

Chang, Brian
2120 Park Place
El Segundo, CA 90245

Title CEO and President

Evangelist, Shane
2120 Park Place
El Segundo, CA 90245

Title CFO

Chun, Alex
2120 Park Place
El Segundo, CA 90245

Title Director

Chang, Brian
2120 Park Place
El Segundo, CA 90245

Annual Reports

Report Year	Filed Date
2023	02/26/2023
2024	03/05/2024
2025	03/14/2025

Document Images

03/14/2025 -- ANNUAL REPORT	View image in PDF format
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07/15/2022 -- Amendment	View image in PDF format
03/25/2022 -- ANNUAL REPORT	View image in PDF format
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04/11/2015 -- ANNUAL REPORT	View image in PDF format
04/11/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
12/17/2012 -- Foreign Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Equipment

Item Number: 4M **Meeting Date:** 9/15/2025

City Reference Number (C#): C25197

Item Description:

A Resolution of the City of Sunrise, Florida, to awarding RFP No. 25-02-02-MS for a Dry Ice Blaster System to Surpass Industrial, LLC; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

401.42.48.536.506401 - Machines and equipment

Amount:

Item 1 - Base Bid: $28,622.00
Item 2 - Additive Alternate: $7,179.00
Item 3 - Additive Alternate: $6,170.00
Total Award: $41,971.00

ATTACHMENTS:

ATY Resolution - C25197
Evaluation and Ranking
Sunbiz - Surpass Industrial, LLC

Background:
The Utilities Department, Facilities Maintenance Division, is requesting approval to purchase a Dry Ice Blaster System, which is needed to strip surfaces for painting or coating preparation. This system would be used for minor cleaning and preparing various surfaces to be painted, including plant process piping and equipment. Dry ice cleaning is a nonabrasive cleaning method, that allows the removal of contaminants without damaging the structural material underneath.

The City issued Request for Proposal (RFP) No. 25-02-02-MS for a Dry Ice Blaster System, and four (4) responses were received on March 7, 2025. Of the four proposals received, two were deemed responsive and responsible and two were deemed non-responsive because required schedules, per the solicitation document, were either incomplete or absent.

The Selection Committee evaluated the responsive and responsible proposals and ranked the two firms according to the criteria set forth in the RFP. Staff is recommending award to the highest ranked firm, Surpass Industrial, LLC, for the following items:

- Item 1 is the Base Bid: This includes the Mobile Dry Ice Blaster with heavy wheels, a dry ice capacity of 80 pounds or more, a pressure regulator, and a three-year warranty.
- Item 2 is the Bid Additive Alternate for Ancillary Equipment, which includes a minimum of two (2) blast hoses rated 250 PSI (pounds per square inch), blast hose connectors, various nose tips, nozzle extension tubes, and a minimum of two (2) applicators.
- Item 3 is the Bid Additive Alternate for a Mobile Pneumatic Aftercooler with heavy wheels and hoses.

This purchase, including bid additives, is approximately 16% below budget and deemed to be fair and reasonable. All references for Surpass Industrial, LLC performance were favorable on similar transactions with other entities.

No Sunrise vendors were solicited because there are no vendors listed in the Business Tax License directory that supply these products.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Maria Salvatierra, MBA, CPPO, NIGP-CPP, Procurement Specialist

Phone: 954-572-2484

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AWARDING RFP NO. 25-02-02-MS FOR A DRY ICE BLASTER SYSTEM TO SURPASS INDUSTRIAL, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utilities Department, Facilities Maintenance Division, is requesting approval to purchase a Dry Ice Blaster System for painting and coating preparation.

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

Section 1. The award of RFP No. 25-02-02-MS for a Dry Ice Blaster System to Surpass Industrial, LLC in the total amount of $41,971.00 is hereby approved.

Section 2. The Procurement Manager is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

RFP 25-02-02-MS - Dry Ice Blaster

Evaluation and Ranking

	VENDOR	Cold Jet			Surpass Industrial, LLC			Technology International			Warrior Supply Depot, Inc.		
Criteria No.	**Points**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**
1	Ice Blaster Equipment Equipment's capacity, quality and expected longevity .Possible Points: 20	0	0	0	20	20	20	0	0	0	15	20	15
2	Ancillary Components and equipment Quantity and quality of ancillary components . Possible Points: 20	0	0	0	20	20	20	0	0	0	10	15	15
3	Servicing accessibility Ability to quickly service and resolve equipment failures and location proximity. Possible Points: 20	0	0	0	15	20	15	0	0	0	15	20	15
4	Warranty Warranty terms, types of defects which may occur, the probability and number of occurrences, and the nature, extent, and cost of the corrective action which will be required).. Possible Points: 20	0	0	0	20	20	20	0	0	0	10	15	10
5	Pricing. Pricing information must be submitted in a sealed envelope inside the RFP Package. Price Point Methodology (A/B x C = D), Lowest Price=A, Proposer's Price=B, Total Possible Points for Price=C, Points Earned by Proposer=D. (See Price Schedule). Possible Points: 20	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR
	Total Points - without pricing points	**0**	**0**	**0**	**75**	**80**	**75**	**0**	**0**	**0**	**50**	**70**	**55**
	Average Points - without pricing points	0.00			76.67			0.00			58.33		
	Pricing Points	0.00			20.00			0.00			8.56		
	TOTAL POINTS	**0.00**			**96.67**			**0.00**			**66.89**		
		* **Non-responsive**			base bid			* **Non-responsive**			base bid		
	Proposed Price for Base Bid				$28,622.00						$66,900.00		
	Rank Position				**1**						**2**		

RANKING

1 - Surpass Industrial
2- Warrior Supply Depot

* Deemed non-responsive because required schedules, per the solicitation document, were either incomplete or absent.

Detail by Entity Name

Foreign Limited Liability Company
SURPASS INDUSTRIAL, LLC

Filing Information

Document Number	M25000003116
FEI/EIN Number	47-3531212
Date Filed	03/03/2025
State	TX
Status	ACTIVE

Principal Address

3363 NORTH SAM HOUSTON PKWY W
HOUSTON, TX 77038

Mailing Address

3363 NORTH SAM HOUSTON PKWY W
HOUSTON, TX 77038

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH ST N STE 300
ST PETERSBURG, FL 33702

Authorized Person(s) Detail

Name & Address

Title MBR

CAUTILLI, OTTAVIO
3363 NORTH SAM HOUSTON PKWY W
HOUSTON, TX 77038

Annual Reports

No Annual Reports Filed

Document Images

03/03/2025 -- Foreign Limited View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4N **Meeting Date:** 9/15/2025

City Reference Number (C#): C25202

Item Description:

A Resolution of the City of Sunrise, Florida, to Award RFQ No. 25-02-05-MS, Design-Build Services for the Lift Station Basin 122 Improvement Project – Step 1 to qualify the following firms: David Mancini & Sons, Inc., Giannetti Contracting Corporation, Ric-Man International, Inc., and Southern Underground Industries, Inc.; authorizing the Procurement Manager to proceed to Step 2 by issuing a request for proposals to the qualified firms; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25202
Ranking
Sunbiz - David Mancini & Sons, Inc.
Sunbiz - Giannetti Contracting Corporation
Sunbiz - Ric-Man International, Inc.
Sunbiz - Southern Underground Industries, Inc.

Background:

The City of Sunrise Utilities Department owns and maintains Lift Stations 119, 120, and 122. These lift stations are wet pit/dry pit configurations and near the end of their useful service life, presenting maintenance challenges for staff. To address these issues, the Utilities Department seeks to rehabilitate the lift stations and convert them to submersible pumping stations, including replacing the existing dry pit mounted pump and motor assemblies with new submersible pump and motor assemblies. The upgrades also include raising the wet well top slab elevations to the Broward County 100-year flood elevation, installing new valve vaults and new wastewater force main discharge piping, and updating these stations to meet current City Design and Construction Standards and Details. Additionally, the existing force main piping from LS 156 to Nob Hill Road was installed over 30 years ago and needs replacement with new force main piping sized for the rehabilitated pump station design flows.

In order to facilitate the aforementioned improvements, it was determined that the design-build delivery method would be the most effective process. In accordance with Florida Statutes, related to the design-build project delivery method, the City entered into an agreement with Carollo Engineers, Inc. (Carollo) to produce a design criteria package that becomes the basis of design for the solicitation and hiring of a design-build firm or company. Carollo has completed the design-build criteria documentation, and the City requires a qualified firm or company to provide design-build services for the Lift Station Basin 122 Improvement Project. The selected design-build firm or compant will be fully responsible for the final design, permitting, and construction of all aspects of the rehabilitation project.

To address the needs, the City issued Request for Qualifications No. 25-02-05-MS, as the first step of a two-step selection process, to pre-qualify firms or companies, for the design-build services required for the project. Four (4) responses were received, and a staff led committee evaluated the responses and recommends qualification of all four (4) firms:

- Davind Mancini & Sons, Inc.;
- Giannetti Contracting Corporation;
- Ric-Man International, Inc.; and
- Southern Underground Industries, Inc.

Commission approval is requested to deem the above listed firms as qualified and to authorize the listed firms to move forward to the second step of the selection process, issuing a Request for Proposals to the qualified firms. A subsequent agenda item will be placed on a future City Commission Meeting for award of the design-build project.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Maria Salvatierra, MBA, CPPO, NIGP-CPP, Procurement Specialist

Phone: 954-572-2484

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. ___

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD RFQ NO. 25-02-05-MS, DESIGN-BUILD SERVICES FOR THE LIFT STATION BASIN 122 IMPROVEMENT PROJECT – STEP 1 TO QUALIFY THE FOLLOWING FIRMS: DAVID MANCINI & SONS, INC., GIANNETTI CONTRACTING CORPORATION, RIC-MAN INTERNATIONAL, INC., AND SOUTHERN UNDERGROUND INDUSTRIES, INC.; AUTHORIZING THE PROCUREMENT MANAGER TO PROCEED TO STEP 2 BY ISSUING A REQUEST FOR PROPOSALS TO THE QUALIFIED FIRMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of a qualified firm to provide professional design-build services for the Lift Station Basin 122 Improvement Project; and

WHEREAS, the City issued a Request for Qualifications, and four (4) submittals were evaluated and ranked by a selection committee.

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

Section 1. RFQ No. 25-02-05-MS, Design-Build Services for the Lift Station Basin 122 Improvement Project – Step 1, is hereby awarded to qualify the following firms so they may submit for Step 2:

1. David Mancini & Sons, Inc.,
2. Giannetti Contracting Corporation,
3. Ric-Man International, Inc., and
4. Southern Underground Industries, Inc.

Section 2. In accordance with the terms of RFQ No. 25-02-05-MS, the Procurement Manager or designee is hereby authorized to proceed with Step 2, issuing a Request for Proposals to the four (4) qualified firms for the Design-Build services for the Lift Station Basin 122 Improvement Project.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BID NO:	RFQ 25-02-05-MS
BID TITLE	Design Build Services for the Lift Station Basin 122 Improvement Project - Step 1
OPENING DATE:	June 27, 2025
TIME:	2:00 PM

COMPANY NAME	RANKING
David Mancini & Sons, Inc.	1
Gianneti Contracting Corporation	2
Ric-Man International, Inc.	3
Southern Underground Industries, Inc.	4

BID OPENED BY:
Maria Salvatierra, MBA, CPPO, NIGP-CPP

Detail by FEI/EIN Number

Florida Profit Corporation
DAVID MANCINI & SONS, INC.

Filing Information

Document Number	P10000086044
FEI/EIN Number	27-3716806
Date Filed	10/20/2010
Effective Date	10/20/2010
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/23/2015
Event Effective Date	NONE

Principal Address

2601 Wiles Road
Pompano Beach, FL 33073

Changed: 02/03/2020

Mailing Address

2601 WILES ROAD
POMPANO BEACH, FL 33073

Changed: 05/15/2017

Registered Agent Name & Address

MANCINI, DAVID A
2601 WILES ROAD
POMPANO BEACH, FL 33073

Address Changed: 05/15/2017

Officer/Director Detail

Name & Address

Title P

MANCINI, DAVID
1875 N HIBISCUS DRIVE
Miami, FL 33181

Title SECR

MANCINI , DAVID A, Jr.
1875 N. HIBISCUS DRIVE
MIAMI, FL 33181

Title EXECUTIVE VICE PRESIDENT

Mancini, David A, Jr.
1875 N HIBISCUS DRIVE
Miami, FL 33181

Title EXECUTIVE VICE PRESIDENT

MANCINI, RICHARD
2601 WILES ROAD
POMPANO BEACH, FL 33073

Title Vice-President

Angarita, Fabio
2601 Wiles Road
Pompano Beach, FL 33073

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2024	03/19/2024
2025	02/07/2025

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02/22/2011 -- ANNUAL REPORT	View image in PDF format
10/20/2010 -- Domestic Profit	View image in PDF format

Detail by FEI/EIN Number

Florida Profit Corporation
GIANNETTI CONTRACTING CORPORATION

Filing Information

Document Number	P07000058861
FEI/EIN Number	38-2477625
Date Filed	05/16/2007
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/23/2015
Event Effective Date	NONE

Principal Address

1801 NW 18TH ST
POMPANO BEACH, FL 33069

Changed: 01/12/2015

Mailing Address

1801 NW 18th ST
POMPANO BEACH, FL 33069

Changed: 02/15/2018

Registered Agent Name & Address

GIBBS, RICHARD
1801 NW 18TH ST
POMPANO BEACH, FL 33069

Name Changed: 10/23/2015

Address Changed: 01/12/2015

Officer/Director Detail

Name & Address

Title PT

GIBBS, RICHARD
1801 NW 18TH ST
POMPANO BEACH, FL 33069

Title VS

APOSTOL, NICHOLAS J
30315 OHMER DR
WARREN, MI 48092

Annual Reports

Report Year	Filed Date
2023	01/28/2023
2024	03/23/2024
2025	03/09/2025

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01/14/2008 -- ANNUAL REPORT	View image in PDF format
06/04/2007 -- Name Change	View image in PDF format
05/16/2007 -- Domestic Profit	View image in PDF format

Detail by FEI/EIN Number

Florida Profit Corporation
RIC-MAN INTERNATIONAL, INC.

Filing Information

Document Number	G48151
FEI/EIN Number	59-2300398
Date Filed	07/11/1983
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/21/1988
Event Effective Date	NONE

Principal Address

1545 NW 27th Avenue
Pompano Beach, FL 33069

Changed: 02/16/2017

Mailing Address

1545 NW 27th Avenue
Pompano Beach, FL 33069

Changed: 02/16/2017

Registered Agent Name & Address

JANKOWSKI, LISA M
1545 NW 27th Avenue
Pompano Beach, FL 33069

Name Changed: 01/31/2011

Address Changed: 02/16/2017

Officer/Director Detail

Name & Address

Title President

JANKOWSKI, MICHAEL ROBERT
1545 NW 27th Avenue
Pompano Beach, FL 33069

Title STD

JANKOWSKI, LISA M
1545 NW 27th Avenue
Pompano Beach, FL 33069

Title VP

JANKOWSKI, PAUL C JR
1545 NW 27th Avenue
Pompano Beach, FL 33069

Title Secretary

DIAZ, ANDRES G
1545 NW 27th Avenue
Pompano Beach, FL 33069

Annual Reports

Report Year	Filed Date
2023	04/24/2023
2024	04/22/2024
2025	02/21/2025

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04/24/1996 -- ANNUAL REPORT	View image in PDF format
04/26/1995 -- ANNUAL REPORT	View image in PDF format

Detail by FEI/EIN Number

Florida Profit Corporation
SOUTHERN UNDERGROUND INDUSTRIES, INC.

Filing Information

Document Number	P08000043219
FEI/EIN Number	26-2521235
Date Filed	04/29/2008
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/28/2019
Event Effective Date	NONE

Principal Address

794 South Military Trail
Deerfield Beach, FL 33442

Changed: 03/27/2023

Mailing Address

794 South Military Trail
Deerfield Beach, FL 33442

Changed: 06/19/2023

Registered Agent Name & Address

COMERFORD, BELSERI L
6115 NW 77th Way
Tamarac, FL 33321

Name Changed: 06/30/2020

Address Changed: 03/15/2022

Officer/Director Detail

Name & Address

Title PTD

COMERFORD, BELSERI L
30 Harbour Isle W
Unit 204
Fort Pierce, FL 34949

Title Executive Secretary

COMERFORD, BELSERI L
30 Harbour Isle W
Unit 204
Fort Pierce, FL 34949

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04/29/2008 -- Domestic Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4O

Meeting Date: 9/15/2025

City Reference Number (C#): C25103

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Standard Contract No. C 25-29-02-CM between the City of Sunrise, Florida and ABB Inc. for the Purchase of Maintenance, Repair and Replacement Services, and Equipment for ABB Power Delivery Equipment" as the Sole Source provider; and providing an effective date; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

401.42.48.536.504671 - Maintenance Water Plant - FY 2024/2025
Various Departmental Accounts

Amount:

$90,000.00 Estimated Annual Expenditure

Not to exceed budgeted funds for FY 2024/2025
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:

ATY Resolution - C25103
Standard Contract No. C25-29-02-CM
Sole Source Letter
Sunbiz and Division of Corporation Delaware & North Carolina - ABB Inc.

Background:
The City of Sunrise has ABB and General Electric legacy electrical power delivery equipment located at the Springtree and Sawgrass Water and Wastewater Treatment Plants. This equipment includes distribution transformers, motor control centers, circuit panels, variable frequency drives, soft motor starters, combination starters, programmable logic controllers, and other electrical components requiring preventive maintenance, repairs, modifications, installation, and/or replacements. The maintenance of this equipment is critical to proper power distribution and operation of treatment machinery to ensure uninterrupted service.

ABB Inc. (ABB) is the manufacturer and sole source provider of preventative maintenance, repairs, and replacement equipment for ABB Power Delivery Equipment and associated products. Pursuant to Section 5-173(c)(3) of the Code of the City of Sunrise Florida, it is requested that the City Commission waive the City's formal bidding requirement for this contract because they are a sole source provider.

The proposed contract is for a three (3) year period commencing upon the date the contract is fully executed by both parties. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for three (3) additional one (1) year periods. The cost of all services shall remain firm for the initial year of the Contract. Costs for subsequent years and any extension term years shall be subject to an adjustment as set forth in Exhibit "B" (Pricing) of the Standard Contract.

The Purchasing Office and Utilities Department recommend entering into a contract with ABB Inc. as the sole source provider for the preventative maintenance, repairs, and replacement equipment for ABB Power distribution equipment.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Cheryl McCalla, CPPB, Procurement Phone: 954-572-2204

Specialist

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "STANDARD CONTRACT NO. C 25-29-02-CM BETWEEN THE CITY OF SUNRISE AND ABB INC. FOR THE PURCHASE OF MAINTENANCE, REPAIR AND REPLACEMENT SERVICES, AND EQUIPMENT FOR ABB POWER DELIVERY EQUIPMENT" AS THE SOLE SOURCE PROVIDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise utilizes ABB electrical power delivery equipment at the Springtree and Sawgrass Water and Wastewater Treatment Plants; and

WHERAS, ABB Inc. is sole source provider of maintenance, repair and replacement services, and equipment for ABB power delivery equipment and associated products.

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

Section 1. "Standard Contract No. C-25-29-02-CM between the City of Sunrise, Florida and ABB Inc. for the Purchase of Maintenance, Repair and Replacement Services, and Equipment for ABB Power Delivery Equipment" (Contract) is hereby approved. A copy of the Contract is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. ABB Inc. is the sole source provider of maintenance, repair and replacement services, and equipment for ABB Power Delivery Equipment and associated products. Pursuant to Section 5-173(c)(3) of the Code of Ordinances of the City of Sunrise Florida, the City's formal bidding procedures are waived as to ABB Inc. for (a) budgeted purchases in the current fiscal year, and (b) future purchases for three (3) years from the effective date of this Resolution of maintenance, repair and replacement services, and equipment that do not exceed budgeted funds.

Section 3. The Procurement Manager or designee is hereby authorized to execute the Contract.

Section 4. The Procurement Manager is authorized to renew the Contract, and the City Manager is authorized to extend the Contract, pursuant to the terms of the approved Contract. The Procurement Manager shall provide copies of any renewals or extensions to the City Clerk.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

STANDARD CONTRACT NO. C 25-29-02-CM
BETWEEN THE CITY OF SUNRISE
AND ABB INC.
FOR THE PURCHASE OF MAINTENANCE, REPAIR AND REPLACEMENT SERVICES, AND EQUIPMENT FOR ABB POWER DELIVERY EQUIPMENT

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as the "City") and ABB INC. a Delaware corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose address is 305 Gregson Drive, Cary, North Carolina 27511 and whose Federal Identification Number is 36-3100018, incorporates Quote No. H7422651 and Contractor's response as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for the Purchase of Maintenance Repair and Replacement Services, and Equipment for ABB Power Delivery Equipment as set forth in this Contract and as further stated below in the Scope of Service section or as attached hereto in Exhibit "A," which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Mark Pacitti, Director of Facilities Maintenance whose telephone number is (954) 888-6016, or designee.

The Contractor's representative/liaison during the performance of this Contract shall be Alfredo Huete, Senior Account Manager, whose Telephone Number is (305) 282-0970.

The Contact person for emergencies only (24 hours a day / 7 days a week / 365 days a year) shall be Gus Portela, Sr. Area Engineer, whose telephone number is (954) 295-9402 (cell) or designee via the call center telephone number (800) 533-5885. The location of the local service facility is 5101 NW 21st Avenue, Suite 350, Fort Lauderdale 33309, telephone number (954) 486-0443.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit "B". The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing upon the date this Contract is fully executed by both parties. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for three (3) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Terms Relating To Price Adjustments

The cost of all services shall remain firm for the initial year of the Contract. Costs for subsequent years and any extension term years shall be subject to an adjustment as set forth in Exhibit "B".

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as related to this Contact as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability of $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

7.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability, but only to the extent of Contractor's indemnification obligations for third party damages as stated in Article 12 of this Contract, with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional

Insured for all endorsements shall read “City of Sunrise”.

7.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability of $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

7.5 Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

7.6 Waiver of Subrogation. Except for Worker’s Compensation Insurance, Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

7.7 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:	Copy to:
City of Sunrise Attn: Procurement Manager Purchasing Office 10770 West Oakland Park Blvd. Sunrise, Florida 33351 purchasing@sunrisefl.gov	City of Sunrise Attn: Risk Manager Risk Management Division 10770 W. Oakland Park Blvd. Sunrise, FL 33351 riskmanagement@sunrisefl.gov

7.8 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an “Additional Insured” on the Umbrella or Excess Liability, but

only to the extent of Contractor's indemnification obligations for third party damages as stated in Article 12 of this Contract, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.9 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

8. Performance and Payment Bond ☑ Not Applicable

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

The City may terminate the Contract (or the portion affected) for cause if Contractor (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) the City shall first provide Contractor with detailed written notice of the breach and of the City's intention to terminate the Contract, and (b) Contractor shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach. If the City terminates the Contract for cause, (i) Contractor shall reimburse the City the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by the City to complete that scope, and (ii) the City shall pay to Contractor (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Contractor's then-current standard time and material rates. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 11. and the provisions of Section 11. shall govern. Contractor may suspend or terminate

the Contract (or any affected portion thereof) immediately for cause if the City (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in the City providing Payment Security, making any payment when due, or fulfilling any payment conditions. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 11. and the provisions of Section 11 shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, and employees from and against all third party claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or third party's tangible property damage, and (2) to the extent caused in whole or in part by the by negligence of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. 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 Contract and that it has not paid or agreed to pay any company or person, 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 Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Attn: Service Manager
ABB Inc.
Southern Region – GA/FL
2018 Powers Ferry Road
Atlanta, GA 30339

cc: General Counsel
305 Gregson Drive
Cary, NC 27511

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor’s control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor’s sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or

delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) 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 term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD,

SUNRISE, FLORIDA 33351).

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with the City's Bid or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E" Exhibit "F" the City's Purchase Order, and Contractor's Proposal.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

33.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated.

In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

36. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not

have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit "E" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

38. Compliance with Occupational Safety and Health Act OSHA

If applicable, Contractor certifies that all material, equipment, etc. contained in its proposal meets all OSHA requirements. Contractor further certifies that if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Contractor.

If Contractor encounters Hazardous Materials in the City's equipment or at the Site that require special handling or disposal, Contractor is not obligated to continue work affected by the hazardous conditions. In such an event, the City shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Contractor's work under the Contract may safely proceed, and Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Contractor's cost of, or time required for, performance of any part of the work. The City shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Contractor's work at the Site.

The Contractor shall have no liability for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials but only to the extent which are or were (i) present in or about the City's equipment or the Site prior to the commencement of Contractor's work, (ii) improperly handled or disposed of by the City or the City's employees, agents, or (iii) brought, generated, produced or released on Site by parties other than Contractor.

39. Permits, Fees and Drawings

If required, the Contractor shall procure all necessary permits from Federal, State and local agencies, licenses, and engineering drawings, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. City Permit Fees shall be waived, except re-inspection fees. A list of City re-inspection fees, Exhibit "D", is incorporated herein and made a part of this contract.

40. Patents and Royalties (if Applicable)

Contractor shall defend, indemnify, and hold harmless the City against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that the City (a) promptly notifies Contractor in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Contractor, (c) gives Contractor sole authority to control defense and settlement of the Claim, and (d) provides Contractor with full disclosure and reasonable assistance as required to defend the Claim. If the Contractor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

The preceding paragraph shall not apply and Contractor shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of the City to implement any update provided by Contractor that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to the City's specifications.

Should any Product or Service, or any portion thereof, become the subject of a Claim, Contractor may at its option (a) procure for the City the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Contractor attributable to the infringing Products or Services.

Article 40 states Contractor's exclusive liability for intellectual property infringement by Products and Services.

41. Warranty

Contractor warrants to City that the Products shall be shipped free from defects in material, workmanship and title and (ii) the Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Unless Contractor expressly agrees otherwise in writing, any items not manufactured by Contractor (including incidental materials and consumables used in the Services) shall carry only the warranty that the original manufacturers provide, and Contractor gives no warranty on behalf of the manufacturers of such items. Furthermore, used Products other than Refurbished Parts and Products installed during performance of Services shall be sold "as is".

Unless otherwise stated in the Contract, the warranty period for Products shall be one year from first use or eighteen (18) months from delivery, whichever occurs first, except that used Products installed during performance of Services, other than Refurbished

Parts, are warranted for thirty (30) days from the date of the Service and software is warranted for ninety (90) days from delivery. The warranty period for Services shall be one year from completion.

If Products or Services do not meet the above warranties, City shall promptly notify Contractor in writing within the warranty period. Contractor shall thereupon (i) at Contractor's option, repair or replace the defective Products or (ii) re-perform the defective Services. If in Contractor's reasonable judgment the Product cannot be repaired or replaced or the Services cannot be re-performed, Contractor shall refund or credit monies paid by City for that portion of Products or Services that do not meet the above warranties. Any repair, replacement or re-performance by Contractor hereunder shall not extend the applicable warranty period. The parties shall mutually agree on the specifications of any test to determine the presence of a defect.

Contractor shall not be responsible for removal or replacement of systems, structures or other parts of City's facility. City shall bear the costs of de-installation, re-installation and transportation of Products to Contractor and back to City. All decontamination work necessary for the correction of defects shall be performed by City at City's expense.

These warranties and remedies are conditioned upon (i) the proper storage, installation, operation, and maintenance of the Products and conformance with the operation instruction manuals provided by Contractor or its suppliers or subcontractors. Contractor does not warrant the Products or any repaired or replacement parts against normal wear and tear or damage caused by misuse, accident, or use against the advice of Contractor. Any modification or repair of any of the Products or Services not authorized by Contractor shall render the warranty null and void.

In no event shall Contractor be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of Products or Services, unless such latent or design defect normally can be discovered through tests expressly specified in the scope of work under the Contract.

This Article sets forth the exclusive remedies for all claims based on failure of or defect in Products or Services, whether the failure or defect arises before or during the applicable warranty period and whether a claim, however instituted, is based on contract, indemnity, warranty, tort/extracontractual liability (including negligence), strict liability or otherwise. The foregoing warranties are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

42. Limitation of Liability

The total liability of Contractor, on all claims of any kind (excluding claims for death or bodily injury), whether in contract, warranty, indemnity, tort/extra contractual liability (including negligence), strict liability, or otherwise, arising out of the performance or breach of the Contract or use of any Products or Services shall not exceed the price of

the contract. All Contractor's liability under the Contract shall terminate upon the expiration of the applicable warranty period, provided that City may enforce a claim of such liability accruing during the applicable warranty period by an action timely commenced in accordance with the applicable statute of limitations or statute of repose, but in no event greater than one year after the expiration of such warranty period.

In no event, whether as a result of breach of contract, warranty, tort/extra contractual liability (including negligence), strict liability, indemnity, or otherwise, shall Contractor be liable for loss of profit or revenues, loss of use of Products or Services or any associated equipment, interruption of business, cost of capital, cost of cover, downtime costs, or for any special, consequential, incidental, indirect, punitive or exemplary damages.

If Contractor furnishes City with advice or assistance that is not required under the Contract, the furnishing of such advice or assistance will not subject Contractor to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

For the purposes of this Article, the term "Contractor" shall mean Contractor, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, whether individually or collectively.

43. Bribery and Corruption

City and Contractor hereby each warrant that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of the other Party or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

Nothing hereunder shall render a Party liable to reimburse the other Party for any such consideration given or promised.

A Party's material violation of any of the obligations contained in Section 18.1 above may be considered to be a material breach hereunder and shall entitle the non-violating Party to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of the non-violating Party hereunder or applicable law. The violating Party shall indemnify the non-violating Party for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this agreement.

City understands that Contractor's Code of Conduct is available for consultation online at http://www.abb.com/integrity. City agrees to perform its contractual obligations hereunder

with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

Contractor has established the following reporting channels where City and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/integrity
Telephone: number specified on the above Web portal
Mail: address specified on the above Web portal

44. Human Trafficking

Pursuant to Section 787.06(13), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, Exhibit "F", the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

N WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By:_____

Print:

Title: Procurement Manager or Designee

Date: _____

Approved as to form and legal sufficiency for the City

By:_____
Thomas P. Moss
City Attorney

ABB INC.

_____ (_____)
Witness Print Firm Name Above

_____ By:_____
Print Name: _____
Title:_____

Date:_____

_____ (_____)
Witness Print Firm Name Above

_____ By:_____
Print Name: _____
Title:_____

Date:_____

EXHIBIT A

SCOPE OF WORK

1.1 GENERAL

Contractor shall provide services for annual preventive maintenance services, and repairs, modifications and installation of replacement of various types of ABB Inc. (ABB) and General Electric (GE) legacy power delivery equipment, as needed. This includes, but is not limited to, all appurtenances and ancillary equipment, such as distribution transformers, motor control centers, circuit panels, variable frequency drives, soft starters, combination starters, and other electrical/electronic associated equipment.

Contractor shall perform all work in conformance with the most current National Electric Code, all adopted local, regional and national, building codes, standards, laws, and safety practices and requirements. All preventive maintenance services, repairs, modifications and installations shall comply with the Manufacturer's specifications, requirements and directions. All work must be compatible with existing equipment and operations.

1.2 DEFINITIONS

The Utilities Facility Site shall mean:

- Sawgrass Utility Complex located at 14150 NW 8th Street, Sunrise, FL. 33325.
- Springtree Utility Complex located at 4350 Springtree Drive, Sunrise, FL 33351.

Downtime shall mean any time that the Vendor's equipment is unable to operate or perform because of the Vendor's actions or failed equipment. The City shall not pay for downtime.

1.3 GENERAL REQUIREMENTS

When performing service, the Contractor shall have a minimum of two (2) certified and trained employees at the site who have completed the ABB **"Field Engineering Program"** in the applied principles of field engineering.

Employees shall have a minimum of three (3) years' experience certified by ABB in performing service, repairs, modifications and installation and preventive maintenance service work for the equipment specified on the "Springtree Water Treatment Plant Equipment List", Exhibit "C", incorporated herein and made a part of this Contract. At least one (1) employee present at the work site while any service is being performed shall have an accredited college/university Bachelor of Science degree in Electrical Engineering. A licensed electrician or electrical engineer who is an employee of the Contractor must supervise all electrical work.

Contractor shall have a service facility, located in the Tri County Area, with adequate equipment to make necessary repairs.

An employee of the Contractor fluent in English shall be present for any onsite work. If additional services, not specified within this bid are required, the Contractor shall be paid at

the hourly rates specified on Exhibit “B” for all work performed. Parts and equipment, if required, shall be paid at cost plus 15%.

1.4 RESPONSE TIME

1.4.1 Non-Emergency Response:

When repair services are required, the City’s designated representative shall contact the Contractor. Upon notification that service is required, the Contractor shall call back within one (1) business day and respond on-site within twenty-four (24) hours after call back. Non-emergency response shall be within the normal working hours of the user, Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding City holidays. City shall not pay for travel time and travel costs.

1.4.2 Emergency-Response:

If the City’s designated representative determines that emergency repairs are needed, the Contractor shall respond and be on site in four (4) hours or less and shall make every effort to trouble shoot, provide a written estimate and complete repairs and/or replacement of equipment, within twenty-four (24) hours. City shall not pay for travel time and travel costs. If it becomes necessary to airfreight parts due to urgent need, the Contractor will be reimbursed for the freight cost upon submission of the air bill.

1.5 ANNUAL PREVENTATIVE MAINTENANCE SERVICES

The required annual preventive maintenance service shall include all items as specified below for equipment, including all related appurtenances and ancillary equipment, as specified in Water Treatment Plant Equipment List”, Exhibit “C”, incorporated herein and made a part of this contract.

1.5.1 Cast Coil, Isolation and Dry Type Distribution Transformers:

- Remove covers and inspect transformer standoff insulators for signs of tracking or physical damage.
- Check all power connections for proper tightness and fit, and tighten and make adjustments as necessary.
- Perform transformer turns ratio test on in service tap for the no load tap changer.
- Perform primary to ground, secondary to ground, and inter-winding megger test to check winding insulation.
- Vacuum, clean and wipe down all accessible areas within transformer.
- Check operation of auxiliary cooling fans, if so equipped.
- Check condition of capillary tube for winding temperature indicator; verify that proper clearances are maintained to energize parts.
- Inspect presence and note condition of grounding conductors.

1.5.2 4,160 Volt Fused Disconnect Switches:

- Remove covers and clean, vacuum, and wipe down all accessible areas within switch.
- Check all power connections for proper tightness and tighten as necessary.
- Clean and lubricate switch mechanism as necessary.
- Operate switch and evaluate operation of mechanism during closing and opening functions.
- Inspect the main contacts both movable and stationary as well as the arcing contacts for signs of overheating, arcing, or pitting.
- Perform phase to ground, phase to phase, and line to load megger tests at 5 KiloVolts Direct Current (DC) to test switch insulation.
- Perform contact resistance test on each switch pole assembly with 100 Amps DC (Direct Current) ductor test set.
- Check switch safety interlock to assure proper operation.
- Inspect presence and note condition of grounding conductors.

1.5.3 4160 Volt Power Vac Breakers and Switchgear:

- Inspect breaker for signs of damage, overheating, or arcing.
- Clean and wipe down breaker.
- Clean, lubricate, and inspect breaker mechanism.
- Inspect breaker internal control wiring & associated relays for signs of damage.
- Check wipe and stroke measurements for each pole, adjust as necessary.
- Perform phase to ground, phase to phase, and line to load megger test.
- Perform contact resistance test on each pole, assembly.
- Perform vacuum bottle integrity test with DC high potential test set.
- Perform similar inspection for electrical spring charging, close and trip.
- Perform high potential testing of each pole's vacuum bottle to test integrity of each vacuum bottle.
- Check operation if breaker is positive, negative, spring gag, and spring discharge interlocks.
- Inspect cubicle. Remove old lubricant & apply fresh lubricant to breaker racking mechanism. Inspect cubicle control wiring connections. Inspect operation of safety shutters during rack in/ rack out procedures.
- Inspect potential transformers for signs of overheating, damage, etc.
- Inspect wiring.
- Inspect horizontal bus, perform cleaning, vacuuming, and wipe down of bus.
- Inspect all bolted connections for incoming utility service cables (if de-energized) and load side feeder cables (if switchgear is de-energized).
- Inspect presence and note condition of grounding conductors connected to ground bus.

1.5.4 480 Volt Breakers and Switchgear:

- Inspect breaker for signs of damage, overheating, or arcing.
- Clean and wipe down breaker.
- Clean, lubricate, and inspect breaker mechanism.
- Inspect breaker internal control wiring.
- Perform phase to ground, phase to phase, and line to load megger test on breaker.
- Perform contact resistance on each pole assembly with a 100 Amps DC (Direct Current) ductor test set.
- Inspect manual operation of spring charging, close and trip functions.
- Perform similar inspection for electrical spring charging, close, and trip.
- Check operation if breaker is positive, negative, and spring discharge interlocks.
- Perform secondary current injection test on Micro Versatrip Overcurrent System.
- Inspect fixed and movable arcing and main contacts. Clean contacts with Scotch Brite pads.
- Inspect arc chutes for damage.
- Perform inspection of any cubicle shutters (if equipped) to verify condition and proper operation.
- Inspect all bolted connections on the horizontal buses as well as feeder breaker load side cables. Work will be performed provided switchboard is de-energized to allow safe access.
- Megger horizontal buses, phase to ground, and phase to phase at 1000 Volts DC (Direct Current), provided switchboard is de-energized for safe access.
- Inspect presence and note condition of grounding conductors connected to ground bus.

1.5.5 4160 Volt Limitamp Starters:

- Inspect roll-out contactor unit for signs of overheating, or arcing.
- Clean and wipe down roll out contactor
- Vacuum and wipe down cubicle.
- Inspect and clean contacts on roll out contactor unit.
- Inspect blowout coil unit for signs of damage.
- Inspect operating handle linkage and the control power and test power interlocks.
- Inspect control power transformer compartment as well as Current Potential Transformer (CPT) fuses.
- Inspect control wiring & relays. Inspect power cables for proper tightness. Tighten as necessary.
- Inspect interlocks for proper operation.
- On vacuum Limitamps perform high potential test on vacuum bottles, perform inspection of isolating switch if line side of switch is de-energized.
- Inspect horizontal bus (if accessible), perform cleaning, vacuuming, and wipe down of bus.

- Inspect presence and note condition of grounding conductors connected to ground bus.

1.5.6 Protective Relays:

- Inspect relay for signs of damage. Inspect internal wiring and construction.
- Clean and wipe down relay.
- Check calibration of relay as necessary. Adjust & calibrate if necessary.
- Relays will be set to existing set points unless a coordination study is provided with different settings.
- Check tightness of all relay case back plane connections. Tighten as necessary.
- Provide test data sheets on each relay and overall report.
- Manually operate each relay to verify that trip circuit connections to corresponding breaker are functional by having breaker trip.

1.5.7 Station 48 Volts DC (Direct Current) Battery Charger:

- Perform visual inspection of battery charger externally and internally.
- Vacuum and wipe down battery charger internally.
- Check power and control connections for proper tightness.
- Check output voltage and current to verify proper operation.
- Inspect presence and note condition of grounding conductors.

1.6 REPAIRS AND/OR REPLACEMENT OF EQUIPMENT

1.6.1 Written Estimate:

After inspection, the Contractor shall provide a written estimate indicating all costs to complete repairs and/or replacement of equipment. The written estimate shall include number of hours required to complete work, cost for parts, supplies, materials, third party services, and any other materials required to complete the work. If applicable, Contractor shall include the cost for pick-up and delivery to and from the City sites, teardown and inspection. The City, being a government entity, does not pay sales tax. A copy of the City's Tax Exempt Form shall be provided to the awarded Contractor upon request.

No work may begin without proper written authorization from the City. If a mutual agreement cannot be reached between the City's designated representative and the Contractor, the City reserves the right to repair or replace the specific item in question using any other procurement means available to the City.

Upon receipt of the written estimate, if the City determines that the repair or replacement will not be made by the awarded Contractor, the Contractor shall be paid for services rendered based on the number of hours actually expended by the Contractor to inspect the equipment, City shall not pay for travel time and travel costs.

The Contractor shall be paid based on the hourly rate for Labor on the Exhibit “B”.

1.6.2 Required Parts:

Any parts authorized by the City shall be new. The Contractor shall provide all required parts and materials. Parts, supplies, materials, and any other items shall comply with the manufacturer’s specifications and standards.

1.6.3 Replacement Units:

The Contractor shall recommend to the City’s designated representative if it would be more beneficial to replace, rather than repair the equipment being serviced. The Contractor’s recommendation shall include a complete description and justification with a cost breakdown for repairs, including all parts, and replacement units.

1.7 RECORDS AND REPORTS

1.7.1 Engineering Appraisal Reports:

The Contractor shall provide the City’s designated representative with test, inspection and calibration engineering appraisal data reports. Upon completion of the work a final data report shall be filled out for each piece of equipment serviced, repaired, installed or calibrated and shall be given to the City’s designated representative.

The engineering appraisal reports shall be titled according to the type of equipment repaired and include the following: customer name, location of equipment, job number, service engineer’s name and all nameplate data of the equipment serviced, repaired, installed or calibrated.

1.7.2 Summary Reports:

Within ten (10) days of completion of on-site work, the Contractor shall provide the City’s designated representative with a summary report containing a test data sheet for each piece of equipment tested. The test sheet shall indicate detailed test results containing the information requested for each piece of equipment listed. The summary report shall list all deficiencies borne out in testing; the report shall also provide recommendations as to advise corrective measures for said deficiencies.

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EXHIBIT "B"

PRICING

DESCRIPTION	COST
Annual Preventive Maintenance Service Contract, per specifications, for all equipment as specified herein.	$85,473.00 / Year 2025
Annual Preventive Maintenance Service Contract, per specifications, for all equipment as specified herein.	$88,037.00 / Year 2026
Annual Preventive Maintenance Service Contract, per specifications, for all equipment as specified herein.	$90,678.00 / Year 2027
Labor, non-emergency, ABB certified technician, as per specifications	$177.00 / Per Hour
Labor, emergency, ABB certified technician, as per specifications	$177.00 / Per Hour
Labor, non-emergency, Engineer, as per specifications	$288.00 / Per Hour
Labor, emergency, Engineer, as per specifications	$288.00 / Per Hour

LOCATIONS:

Springtree Utilities Complex	**Contract Price**
Service for 2025-2026:	**$66,189.00**
Service for 2026-2027: $29,726*1.03 (3% annual incremental rate):	**$68,175.00**
Service for 2027-2028: $30,618*1.03 (3% annual incremental rate):	**$70,220.00**
Total Cost for Springtree Utilities Complex:	**$204,584.00**

Sawgrass Utilities Complex	
Service for 2025-2026:	**$19,284.00**
Service for 2026-2027: $23,074*1.03 (3% annual incremental rate):	**$19,682.00**
Service for 2027-2028: $23,766*1.03 (3% annual incremental rate):	**$20,458.00**
Total Cost for Sawgrass Utilities Complex:	**$59,604.00**

Overtime is 1.5 the above hourly rate and double time is 2.0 the above hourly rate. Parts and equipment will be paid on a cost plus 15% basis, per specifications.

EXHIBIT "C"

EQUIPMENT LIST FOR SPRINGTREE W.T.P. and SAWGRASS W.T.P. and EAST H.S.P. BUILDING

Distribution Transformers

Unit Sub 3A, GE Cast Coil Transformer, 2000 KVA, 4,160 – 480/277
Unit Sub 3B, GE Cast Coil Transformer, 2000 KVA, 4,160 – 480/277
Load Center No. 1, GE Dry Type Transformer, 500 KVA, 4160-480/277
Load Center No. 2, GE Dry Type Transformer, 500 KVA, 4160-480/277

Isolation Transformers

Qty. (3) 480 V/480 V Dry Type Isolation Transformers

4,160 Volt Power Vac Breakers

Main Breaker M1
Main Breaker M2
Tie Breaker

Indoor 4,160 Volt Fused Disconnect Switches

Feeder Switch No. 1, 5 Kv, 600 amp
Feeder Switch No. 2, 5 Kv, 600 amp
Load Center No. 1, 5 Kv Switch
Load Center No. 2, 5 Kv Switch

4,160 Volt Limitamp Motor Starters

Main To Unit Sub Station 3A
Main To Unit Sub Station 3B
High Service Pump No. 1
High Service Pump No. 2
High Service Pump No. 3

480 Volt Breakers

Unit Sub 3A
Main Breaker
HSP 4 Feeder Breaker
10 MDP-1A Feeder Breaker
HSP 6 Feeder Breaker
DP-2A Feeder Breaker
Tie Breaker

Unit Sub 3B
Main Breaker
HSP 5 Feeder Breaker
10 MDP –1B Feeder Breaker

HSP 7 Feeder Breaker
DP-2B Feeder Breaker

EQUIPMENT LIST FOR SPRINGTREE W.T.P. and SAWGRASS W.T.P. and EAST H.S.P. BUILDING (continued)

GE SCP Plus Switchboard Containing following breakers
Main Breaker from Unit Sub 3A, GE 1600 amp Power Break
Main Breaker from Unit Sub 3B, GE 1600 amp Power Break
Tie Breaker, GE 1600 amp Power Break

Breaker Distribution Panel
Feeder Breaker 1T-1B
Feeder Breaker Backwash Pump No. 2
Feeder Breaker Air Blower No. 2
Feeder Breaker 4-DP-2
Feeder Breaker Transfer Pump No. 4
Spare Breaker

Load Centers 1 & 2
Load Center 1 Secondary Main Breaker
Load Center 2 Secondary Main Breaker

Protective Relays
Main Breaker M1
Qty. (1) 12NBV11A1A
Qty. (1) 12NGV12A11A
Qty. (3) 12IFC53B3A
Qty. (1) 12IFC53B2A

Main Breaker M2
Qty. (1) 12NBV11A1A
Qty. (1) 12NGV12A11A
Qty. (3) 12IFC53B3A
Qty. (1) 12IFC53B2A

Protective Relays
Generator
Qty. (1) ABB Overcurrent Relay, ITE 51Y

Main To Unit Sub 3A
Qty. (1) Ground Fault Relay

Main To Unit Sub 3B
Qty. (1) Ground Fault Relay

48 VDC Power Supply/Charger

Qty (1) 48 VDC Battery Charger

ABB EQUIPMENT LIST FOR SAWGRASS WTP & EAST HIGH SERVICE BLDG.

480 VOLT BREAKERS

QTY.	
(3)	AKR-10-F-100
(2)	AKR-10F-75
(2)	SD MC50H1
(23)	AKRU 10D-30
(3)	AKRT-10D-50H

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EXHIBIT "D"

REINSPECTION FEE SCHEDULE

A list of City Engineering and Building Re-Inspection fees is available at:

https://www.sunrisefl.gov/home/showpublisheddocument/2434/638627780655770000

https://www.sunrisefl.gov/home/showpublisheddocument/9507/638627763504270000

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EXHIBIT "E"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

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

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT "F"

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

SOLE SOURCE/SINGLE SOURCE JUSTIFICATION FORM

Date: 9/2/25 **Department:** Utilities **Requisition No.:** _____

Department Contact: Mark Pacitti

Proposed Sole Source Vendor: ABB INC. **Vendor No.:** 2560

One-Time Purchase ☐ **Purchase Amount: $** _____

Annual Purchase ☑ **Estimated Annual purchase amount: $** >$50,000

1. Description of Services/Products: (Attach a quote in addition to filling out this section)
   ABB provides Electrical components such as switchgear, motorr starters, VFD's. and Breakers etc.

2. The basis for this sole source determination and the reason no other vendor/product is suitable: (Attach Sole Source Letter from Vendor in addition to filling out this section)

   The products are proprietary and not interchangeable with other brands.
   Improper mixing and matching of components can add risk to the system, void warranties and reduce functionality.

3. By signing this form I certify that a market research has been performed and if market conditions change in the foreseeable future and sole source conditions change, the Department will discontinue using this sole source justification and will procure the goods or services competitively.

Rodrigo de Castro

Department Director's Name **Department Director's Signature**

FOR PURCHASING USE ONLY

Approved: ☐

Disapproved: ☐

By: _____
Procurement Manager
Date: _____

Sole Source Number: SS_____

Valid Period: ☐ (3) three years from date of approval
☐ One-Time Purchase

Valid Amount per year: ☐ ≤$24,999 ☐ ≥$24,999

Resolution No._____

Parts & Service: 1-888-434-7378

Sole Source Letter

March 14, 2025

City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33451

Subject: Sole Source Representative

Dear Ms. Cheryl McCalla:

I represent the commercial operations group of ABB Inc. (dba ABB ELSE, previous GE Industrial solution). As such, per your request, I can inform you that **ABB Inc.** is the only authorized OEM repair and maintenance service provider for the ABB (including GE Industrial Solutions) business equipment and products and can provide up to date factory trained and authorized engineers to perform preventative maintenance and repair services with OEM replacement parts on ABB (including General Electric industrial Solutions) switchgear, breakers, transformers, protective relays, AC drives, , and programmable logic controllers. I also inform you that ABB is the sole manufacturer of ABB (and formerly GE industrial Solutions) products and equipment.

If you should have additional questions, please feel free to contact me at 305 282 0970.

Sincerely,

Ahuete

Alfredo Huete
Business Development Manager -Florida
ABB Inc.
Miami, Florida, USA
Mobile: +1 305 282 0970
alfredo.huete@us.abb.com

Detail by Entity Name

Foreign Profit Corporation
ABB DE INC.

Cross Reference Name

ABB INC.

Filing Information

Document Number	847843
FEI/EIN Number	36-3100018
Date Filed	12/30/1980
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/31/2001
Event Effective Date	NONE

Principal Address

305 Gregson Drive
Cary, NC 27511

Changed: 03/25/2025

Mailing Address

305 Gregson Drive
Cary, NC 27511

Changed: 03/25/2025

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Address Changed: 04/11/1994

Officer/Director Detail

Name & Address

Title Assistant Secretary and Professional Engineer

Ihaza, Kelvin
305 Gregson Drive
Cary, NC 27511

Title Assistant Secretary and Professional Engineer

Herrington, Marcus "Trey"
305 Gregson Drive
Cary, NC 27511

Title Vice President - Tax

Odom, Dave
305 Gregson Drive
Cary, NC 27511

Title Assistant Secretary and Professional Engineer

McCall, Eric
305 Gregson Drive
Cary, NC 27511

Title Assistant Secretary and Professional Engineer

Guffey, Christopher
305 Gregson Drive
Cary, NC 27511

Title Assistant Secretary and Electrician

Plichota, Nicholas
305 Gregson Drive
Cary, NC 27511

Title Vice President and Treasurer

Healy, John
305 Gregson Drive
Cary, NC 27511

Title Assistant Secretary

Knauerhase, Keith
305 Gregson Drive
Cary, NC 27511

Title Assistant Secretary

DeRosa, Kara
305 Gregson Drive
Cary, NC 27511

Title Director

Gray, Michael
305 Gregson Drive
Cary, NC 27511

Title President & CFO

Gray, Michael
305 Gregson Drive
Cary, NC 27511

Title Assistant Secretary and Electrician

Cropp, Byron
305 Gregson Drive
Cary, NC 27511

Title Director

Plaster, Michael
305 Gregson Drive
Cary, NC 27511

Title VP

Plaster, Michael
305 Gregson Drive
Cary, NC 27511

Title Secretary

Smith, Bridget
305 Gregson Drive
Cary, NC 27511

Title Director

Smith, Bridget
305 Gregson Drive
Cary, NC 27511

Title Assistant Secretary and Engineer

Schmidt, Adam
305 Gregson Drive
Cary, NC 27511

Title Assistant Secretary and Professional Engineer

Khasraw, Hasan
305 Gregson Drive
Cary, NC 27511

Title Assistant Secretary and Professional Engineer

Johnson, Mark
305 Gregson Drive
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Title Assistant Secretary and Professional Engineer

Lohmueller, Gregory
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Annual Reports

Report Year	Filed Date
2023	02/27/2023
2024	03/27/2024

2025 03/25/2025

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Florida Department of State, Division of Corporations

Department of State: Division of Corporations

Allowable Characters

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	**902559**	Incorporation Date / Formation Date:	**11/10/1980** (mm/dd/yyyy)
Entity Name:	**ABB INC.**		
Entity Kind:	**Corporation**	Entity Type:	**General**
Residency:	**Domestic**	State:	**DELAWARE**

REGISTERED AGENT INFORMATION

Name:	**THE CORPORATION TRUST COMPANY**		
Address:	**CORPORATION TRUST CENTER 1209 ORANGE ST**		
City:	**WILMINGTON**	County:	**New Castle**
State:	**DE**	Postal Code:	**19801**
Phone:	**302-658-7581**		

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history

and more for a fee of $20.00.

Would you like ○ Status ○ Status,Tax & History Information

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New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

South Carolina Secretary of State

Business Entities Online

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ABB INC.

Corporate Information

Entity Id: 00369883

Entity Type: Corporation

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated State: Delaware

Important Dates

Effective Date: 01/04/1981

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: C T CORPORATION SYSTEM

Address: 2 Office Park Court Suite 103
Columbia, South Carolina 29223

Official Documents On File

Filing Type	Filing Date
Articles of Merger	08/26/2024
Articles of Merger	12/08/2020
Articles of Merger	06/19/2020
Change of Agent or Office	05/22/2010
Amendment	01/11/2002

Filing Type	Filing Date
Amendment	01/11/2002
	01/11/2002
Amendment	02/13/1992
Amendment	04/11/1989
Amendment	02/17/1984
Incorporation	01/14/1981

Former Names

Name	Filing Date
BROWN BOVERT ELECTRIC INC	N/A
BBC BROWN BOVERI, INC.	N/A
ABB POWER DISTRIBUTION INC.	N/A
ABB POWER T&D COMPANY INC.	N/A
ASEA BROWN BOVERI INC.	N/A

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CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 5A **Meeting Date:** 9/15/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of September 2025 as National Service Dog Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

NATIONAL SERVICE DOG MONTH

WHEREAS, we believe in the joyful, transformative power of the human-canine bond and the importance of fostering a fully inclusive community for all; and

WHEREAS, in the United States, approximately 70 million adults live with a disability, yet only about 16,000 service dogs from accredited training programs are currently available to assist, creating a significant and growing demand for these invaluable companions; and

WHEREAS, Canine Companions is a pioneering nonprofit organization that created the concept of service dogs for people with physical disabilities, training the first service dog, Abdul, in 1975; and

WHEREAS, Canine Companions has since expanded its mission and now serves individuals with more than 65 different types of disabilities, providing expertly trained service dogs free of charge, along with lifelong support to ensure enduring and effective partnerships; and

WHEREAS, Canine Companions currently operates eight regional training centers across the country, has placed more than 8,200 service dog teams since its founding, and supports over 2,800 active teams nationwide; and

WHEREAS, the need for service dogs continues to grow, with more than 500 individuals currently on the waitlist to be matched with a Canine Companions service dog; and

WHEREAS, National Service Dog Month raises public awareness about the life-changing impact of service dogs, highlights the rights and protections afforded to individuals with disabilities under the law, and celebrates the organizations and animals that make greater independence possible; and

WHEREAS, the City of Sunrise remains committed to promoting inclusivity and accessibility for all residents and visitors, including those who are accompanied by service dogs.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commissioners hereby proclaim the month of September 2025 as

NATIONAL SERVICE DOG MONTH

in the City of Sunrise, and encourage all residents to honor and support the important role that service dogs play in the lives of adults, children, and veterans—ensuring respect for their rights and celebrating the freedom and independence these extraordinary dogs help provide.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

Michael J. Ryan, Mayor

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 5B **Meeting Date:** 9/15/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of September 2025 as Spinal Cord Injury Awareness Month. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Spinal Cord Injury Awareness Month

Whereas, Spinal Cord Injury (SCI) Awareness Month is recognized each September to raise awareness of the profound impact spinal cord injuries have on individuals, families, and communities across the nation; and

Whereas, approximately 302,000 Americans are currently living with a spinal cord injury, with 17,810 new cases occurring each year, according to the National Spinal Cord Injury Statistical Center (NSCISC); and

Whereas, motor vehicle crashes, falls, violence, and sports injuries are among the leading causes of spinal cord injuries, affecting individuals of all ages, backgrounds, and abilities; and

Whereas, people living with spinal cord injuries face significant medical, financial, and emotional challenges, including limited mobility, chronic pain, and secondary health complications; and

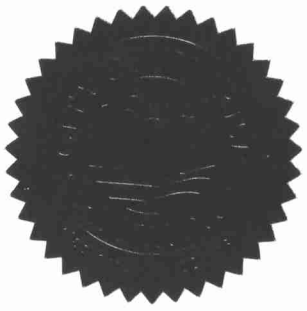
Whereas, advancements in medical research, rehabilitation therapies, assistive technologies, and community support are providing renewed hope and improved quality of life for many affected by spinal cord injuries; and

Whereas, continued advocacy, education, and support are essential to promote inclusion, accessibility, and equity for individuals living with spinal cord injuries and to invest in life-changing research and innovation.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commission hereby proclaim the month of September 2025 as

Spinal Cord Injury Awareness Month

in the City of Sunrise.



Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Presentation

Item Number: 5C **Meeting Date:** 9/15/2025

City Reference Number (C#):

Item Description:

Presentation of the Youth Athletes of the Month Awards for September 2025 to Kenzie Deffenbaugh and Ayden Spells from the Sunrise Recreation Basketball Program. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

September 2025-Youth Athlete of the Month

Background:
The City established a Youth Athlete of the Month program on February 13, 2018 via resolution 18-18 as a way of recognizing outstanding youth athletes from the Sunrise recreational, travel and instructional sport programs.

The program recognizes two youth athletes (one male and one female) from different athletic programs each month. The Leisure Services Advisory Board administers the selection process for City run programs using nominations submitted by volunteer coaches. The City's contractual athletic organizations and instructors administer the selection process for their own individual organization.

Each recipient will receive a City of Sunrise Leisure Services voucher valued at $25.00, which is redeemable as payment towards any Leisure Services Program, excluding programs at The Bridges at Springtree Golf Club and the Sunrise Tennis Club. Recipients also receive a certificate of recognition from the City.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Sean London Phone: 954-747-4670

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

September 2025 Youth Athlete of the Month
Recreation Basketball

Athlete: Kenzie Deffenbaugh
Coach: Mike Deffenbaugh

Kenzie Deffenbaugh is a 7-year old student at Heron Heights Elementary School and a participant in the Sunrise Girls Recreation Basketball program.

Comments from her Coach:

Kenzie has continually been a team player this year. She has helped our basketball team by being a leader on the court during games and practices, helping girls learn fundamentals and where to be on the court. The girls now go to her with questions. She also makes all the girls feel like they are part of the team. She runs across the court to give a high five to every girl when they score or if they miss a free throw.

Kenzie has also been our leader on the court scoring and playing defense. She scored her first double digit game recently in the first half. With a lead I asked her to get other girls a chance to score. She was able to get two girls that haven't scored all season shots and brought huge amounts of joy when they were able to score. Being able to recognize that the sport is not only about winning or losing has probably been her best quality.

Finally Kenzie has excelled in school being a straight A student and is a good friend to all other students and was recognized by her teacher this year.

Athlete: Ayden Spells
Coach: Philip Thomas

Ayden Spells is a 9-year old participant in the Sunrise Boys Recreation Basketball Program.

Comments from his Coach:

I am proud to nominate Ayden Spells for Athlete of the Month in recognition of his outstanding growth, dedication, and leadership on and off the basketball court.

Since the start of the season, Ayden has shown remarkable improvement in his basketball skills. His commitment to developing his game has been evident each week, as he continuously works hard to refine his technique and expand his understanding of the game. Whether it's his agility, shooting accuracy, or defensive play, the progress he has made is truly impressive.

But what truly sets Ayden apart is his unwavering support for his teammates. He's a natural team player, always encouraging others and celebrating their successes. His positive attitude and caring personality have become a cornerstone of our team's dynamic. Whether it's offering advice, cheering on teammates during tough moments, or lifting the spirits of the group, he has become a driving force behind our team's camaraderie.

It's clear that Ayden understands the importance of leadership. Over the weeks, I've watched him gain more confidence not only in his own abilities but in his role as a leader on the court. He leads by example-showing resilience, teamwork, and selflessness. His growth as a player and as a leader has been a significant factor in our team's strong performance and our winning record.

Ayden is an essential part of our team's success, and his development as both a player and a person is inspiring. He is someone who embodies the qualities of hard work, humility, and sportsmanship. For these reasons, I believe he is a deserving candidate for Athlete of the Month.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Presentation

Item Number: 5D **Meeting Date:** 9/15/2025

City Reference Number (C#):

Item Description:

Presentation of Teacher of the Month Award for September 2025 to Mr. Patrick Sipes from Bair Middle School and Mr. Andrew Osias from Westpine Middle School. Kevin Pickard, Director of Leisure Services.

Funding:
001.49.60.519.505295 - Other Materials and Supplies

Amount:
$50.00

ATTACHMENTS:

September 2025 Teacher of the Month Patrick Sipes
September 2025 Teacher of the Month Andrew Osias

Background:
The City Commission approved the implementation of the Teacher of the Month program, to run from September through June of the school year to recognize our outstanding Sunrise teachers.

The Principal at each school has selected the teacher they feel best represents his/her school as Teacher of the Month for the City of Sunrise. The teacher will receive recognition at a City Commission meeting and a $50 gift card.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Karen Gallagher Phone: 954-747-4620

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services.

City Manager:
Authorized for agenda placement

Teacher of the Month – September 2025

Bair Middle School – Patrick Sipes

Bair Middle School proudly nominates Mr. Patrick Sipes as the September 2025 Teacher of the Month.

Mr. Sipes is a dedicated educator. He is passionate about leveraging technology to remove barriers to learning and expand opportunities for all students.

He was recently honored with the Digital Mindset Growth Award from the Verizon Innovative Learning Schools (VILS) Program, recognizing his commitment to advancing digital transformation and equity in education. Bair Middle is one of the few remaining VILS schools in Broward County, and Mr. Sipes is proud to be part of a national network of educators driving innovation for student success.

With his unwavering dedication and excitement, Mr. Sipes continues to inspire, empower, and build capacity within the Bair Middle community. His leadership lights the way forward, guiding both students and colleagues as he helps lead the charge into a bold and innovative 22nd century of learning.

Teacher of the Month – September 2025
Westpine Middle School – Andrew Osias

Westpine Middle School proudly nominates Mr. Andrew Osias as the September 2025 Teacher of the Month.

Mr. O, as he is affectionally known, works closely with our ESE student population, showing patience, empathy, and a nurturing spirit every day. He is a prime example of what it means to be a loving and gentle educator, helping students build independence and develop essential life skills. Known for never turning down an opportunity to support students and staff, Mr. O consistently goes above and beyond to make a difference.

Mr. O has been part of Broward County Public Schools since 2013, starting in Facilities Services before joining the Westpine family as a Teacher Assistant in 2023. In just a short time, he has become an irreplaceable part of our community, earning the respect and admiration of students and colleagues alike.

Westpine is proud to celebrate Mr. O's dedication, heart, and unwavering commitment to student success. We love you Mr. O. Congratulations!

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 5E **Meeting Date:** 9/15/2025

City Reference Number (C#):

Item Description:

Recognition of service time and dedication for an employee that retired from City service awarded to Steven Gale, Utility Mechanic I. Rodrigo De Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
The City Commission wishes to recognize employees who retire from City employment and to thank them for their service time and dedication.

The following employee will retire from City service during the month of September 2025:

Steven Gale, Utility Mechanic I, 17+ years of service (2008-2025)

- Utility Serviceperson (2008-2013)
- Utility Mechanic I (2013-2025)

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of HR Phone: 954-838-4522

Department Head Name and Title:
Rodrigo de Castro, Director of Utilities

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 5F **Meeting Date:** 9/15/2025

City Reference Number (C#):

Item Description:

Presentation of the Outstanding Performance Award for September 2025 to Amanda Cuba, Administrative Assistant II. Susan Nabors, Director of Finance and Administrative Services.

Funding:
001.16.10.513.504907 - Employee Appreciation

Amount:
$50.00 Gift Card

ATTACHMENTS:

OPA September 2025 - Amanda Cuba

Background:
The Outstanding Performance Award Program is a monthly award program that provides an opportunity to honor employees who are outstanding contributors to the organization. Outstanding Performance Awards are nominated by coworkers through submission of a nomination form to the Human Resources Department. Employees are selected for the monthly Outstanding Performance Award by a selection committee. Each employee receiving one of these honors is recognized at a City Commission Meeting with an award certificate and a $50.00 gift card.

The Selection Committee has reviewed the nominations submitted and have selected the following employee for September 2025:

- Amanda Cuba - Administrative Assistant II - Finance and Administrative Services Department

The employee will be presented with a certificate of recognition and will receive a $50.00 American Express gift card.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of Human Resources

Phone: 954-838-4522

Department Head Name and Title:
Susan Nabors, Director of Finance & Administrative Services

City Manager:
Authorized for agenda placement

NOMINATION FOR OUTSTANDING PERFORMANCE AWARD

The Outstanding Performance Award Program provides an opportunity to honor General Employees who are outstanding contributors to the organization

Employee Name: Amanda Cuba

Job Title: Administrative Assistant II

Department/Division: Purchasing Office and Budget Office

I hereby nominate Amanda **for the Outstanding Performance Award for the reasonsstated below:**

Amanda deserves recognition for her exceptional ability to balance the administrative responsibilities of two critical divisions—the Purchasing Office and the Budget Office. She consistently demonstrates the ability to manage multiple priorities and adapt quickly to new tasks. Her professionalism shows throughout her work; she is punctual, reliable, and dependable, always delivering with a quick turnaround.

Amanda has a positive attitude and strong work ethic. She always has a smile and greets everyone in a welcoming manner. She contributes to a productive and supportive work environment in divisions that are fast paced and deadline driven.

Beyond her core responsibilities, Amanda is proactive in seeking opportunities to learn and regularly volunteers to to take on additional and special tasks. She is dedicated to personal and professional growth, which makes her a great asset to the team.

Victoria Hernandez *Victoria Hernandez* 8/26/2025

Name and Signature of Nominator **Date**

Ernesto Acosta 8/26/2025

Name and Signature of Director **Date**

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 5G **Meeting Date:** 9/15/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of September 2025 as Suicide Prevention Awareness Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Suicide Prevention Awareness Month

WHEREAS, Suicide is a major public health issue that affects individuals, families, and communities across our nation, causing immeasurable pain and suffering. Suicide is the act of taking one's own life by intentional self-harm or self-inflicted injury. Non-fatal self-inflicted injuries are more common, and not all self-inflicted injuries are suicide attempts; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), suicide is now the 11th leading cause of death in the United States, claiming the lives of over 49,000 people in 2023, the highest number ever recorded while millions more are impacted by suicidal ideation, attempts, or the devastating loss of a loved one; and

WHEREAS, suicide remains a national crisis, taking the lives of over 6,300 U.S. Veterans each year, and continues to be one of the leading causes of death among first responders, including law enforcement officers, firefighters, and emergency medical personnel. In Florida, firearms are the most common and most lethal method of suicide, with access to a firearm tripling the risk of death by suicide; and

WHEREAS, every life lost to suicide is a tragedy, and it is our collective responsibility to raise awareness, offer support, and promote mental health resources to those in need, while working to eliminate the stigma associated with mental health and seeking help; and

WHEREAS, during Suicide Prevention Awareness Month, we join with organizations, healthcare professionals, educators, survivors, and individuals to promote understanding, spread hope, and share the message that suicide is preventable, and that help is available for those who are struggling; and

WHEREAS, while nearly half of individuals who die by suicide have a diagnosed mental health condition it is critical to recognize the signs of depression that may lead to thoughts of suicide including: speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swings; and

WHEREAS, in addition to shifting public perception, the City of Sunrise will spread hope and vital information to all. It is our goal that our community has access to the resources they need to discuss suicide prevention and to seek help; and

WHEREAS, it is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as firearms, poisons, and prescription drugs, and get them professional help. In Florida, dial 2-1-1 or call the National Suicide Prevention Lifeline 1-800-273-TALK (8255) or text 741-741; and

WHEREAS, the League of Women Voters of Broward County has provided significant leadership in suicide prevention through community education and creation of their Lock It Up! gun safety program; and

WHEREAS, the City of Sunrise recognizes the importance of communication, fostering open and honest dialogue about mental health and suicide prevention, thereby encouraging individuals to seek support and reducing the sense of isolation and despair that can contribute to suicidal thoughts.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commission do hereby proclaim September 2025 as: **Suicide Prevention Awareness Month** in the City of Sunrise and urge all to learn more about mental health, to support those who may be struggling, and work together to create a community where every person feels seen, loved, heard, and valued.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 5H **Meeting Date:** 9/15/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming the week of September 15th through October 15th, 2025 as Hispanic Heritage Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Hispanic Heritage Month

Whereas, every year from September 15th to October 15th, Americans celebrate Hispanic Heritage Month, known as "Mes de Herencia Hispana", by appreciating the community's history, heritage, and contributions of the ancestors of American citizens who came from Mexico, Spain, the Caribbean, and South- and Central America; and

Whereas, during Hispanic Heritage Month, we celebrate the countless contributions of more than 60 million Hispanic-Americans in our culture and society. Hispanic-Americans are one of the largest minority group in the United States today, and generations of Hispanic-Americans have consistently helped make our country strong and prosperous; and

Whereas, Hispanic Heritage Month originally started with one week of commemoration when it was first introduced by Congressman George E. Brown in June 1968. With the civil rights movement, the need to recognize the contributions of the Latin community gained traction in the 1960's. Awareness of the multicultural groups living in the United States was also gradually growing; and

Whereas, as a result of their determination, intelligence, hard work and perseverance, Hispanics have contributed immensely to the growth and stability of our region; and

Whereas, the Hispanic/Latino community in the United States has made significant contributions in diverse fields such as education, business, science, technology, healthcare, government, the arts, and the military, enhancing our nation's cultural fabric, economic vitality, and global influence; and

Whereas, Hispanic Heritage Month provides an opportunity for all to reflect on and celebrate the strength that comes from our diversity, while recognizing the challenges faced by the Hispanic and Latino community, including the ongoing fight for equality, justice, and the protection of civil rights; and

Whereas, the City of Sunrise also recognizes Hispanic Americans who have served bravely in the United States Armed Forces, earning numerous Medals of Honor and other distinguished military decorations for their leadership, courage, and patriotism. Hispanic/Latino Americans continue this proud legacy today in our Armed Forces, National Guard, and Reserve units and stand watch on the front lines of freedom.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, along with the City Commission hereby proclaim September 15th through October 15th, 2025 as Hispanic Heritage Month in the City of Sunrise with this year's theme **"Collective Heritage: Honoring the Past, Inspiring the Future"**, This theme encourages reflection on the rich history and cultural contributions of Hispanic communities while also looking forward to the future and the ongoing influence of these communities. It highlights the importance of preserving cultural traditions and passing them on to future generations.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____
Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 5I

Meeting Date: 9/15/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of September 2025 as Hunger Action Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Hunger Action Month®

Whereas: since 1981 Feeding South Florida® has worked to address hunger and food insecurity in the City of Sunrise by providing our community in need with immediate access to nutritious food and other vital resources and support; and

Whereas: hunger does not discriminate. It knows no race, religion, or age. In South Florida approximately one million individuals face hunger. Food should not be an impossible choice for the community of the City of Sunrise; and

Whereas: Feeding South Florida leads hunger and poverty advocacy efforts in our community while transforming lives through innovative programming and education that provides economic growth and overall well-being; and

Whereas: the City of Sunrise is therefore committed to supporting Feeding South Florida, so that together we can achieve a hunger-free South Florida.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, along with the City Commission hereby proclaim the month of September 2025 as: **Hunger Action Month®** in the City of Sunrise and urge residents and businesses to join me in supporting Feeding South Florida during this month of action.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Fire Rescue Assessment

Item Number: 10A **Meeting Date:** 9/15/2025

City Reference Number (C#): C25205

Item Description:

A Resolution of the City of Sunrise, Florida, relating to the provision of Fire Rescue Services, Facilities and Programs in the City of Sunrise, Florida; reimposing Fire Rescue Assessments against Assessed property located within the City of Sunrise for the Fiscal Year beginning October 1, 2025; approving the Rate of Assessment; approving the Assessment Roll; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25205
Appendix A - Affidavit of Mailing
Appendix B - Proof of Publication
Appendix C - Form 408A

Background:
The preliminary assessment resolution for fire rescue rates for Fiscal Year 2025/2026 was approved by the City Commission on July 8, 2025. At the public hearing on September 15, 2025, the City Commission will consider the adoption of a final assessment resolution that confirms the assessment. The preliminary rate set by the City Commission is $309.50 per year or $25.79 per month per residential dwelling unit, which is well below the current average residential fire rescue assessment rate in Broward County of $369.87.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kareyann Ashworth Phone: 954-746-3220

Department Head Name and Title:
Susan Nabors, Director of Finance and Administrative Services

---

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF SUNRISE, FLORIDA; REIMPOSING FIRE RESCUE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF SUNRISE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS**,** the City Commission of Sunrise, Florida, has enacted Ordinance No. 829-X (the "Ordinance"), which authorizes the imposition of Fire Rescue Assessments for fire rescue services, facilities, and programs against Assessed Property located within the City; and

WHEREAS**,** the reimposition of a Fire Rescue Assessment for fire rescue services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Rescue Assessed Costs among parcels of Assessed Property; and

WHEREAS, the City Commission desires to reimpose a fire rescue assessment program within the City using the tax bill collection method for the Fiscal Year beginning on October 1, 2025; and

WHEREAS, the City Commission, on July 8, 2025, adopted Resolution No. 25-113 (the "Preliminary Rate Resolution"), containing and referencing a brief and general description of the fire rescue facilities and services to be provided to Assessed Property, describing the method of apportioning the Fire Rescue Assessed Cost to compute the Fire Rescue Assessment for fire rescue services, facilities, and programs against Assessed Property, estimating a rate of assessment, directing the updating and preparation of the Assessment Roll, and directing the provision of published notice required by the Ordinance and mailed notice in conformance with provisions for combining notice of the public hearing authorized by the Preliminary Rate Resolution with the truth-in-millage notification required pursuant to Section 200.069, Florida Statutes; and

WHEREAS, in order to reimpose Fire Rescue Assessments for the Fiscal Year beginning October 1, 2025, the Ordinance requires the City Commission to adopt an

Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Commission deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the updated Assessment Roll has been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; and

WHEREAS, an affidavit regarding the form of notice mailed is attached hereto as Appendix A and the proof of publication is attached hereto as Appendix B; and

WHEREAS, a public hearing was held on September 15, 2025, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Ordinance, the Preliminary Rate Resolution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION. This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in such Ordinance No. 829-X, the Initial Assessment Resolution (Resolution No. 95-251-96-A), the Final Assessment Resolution (Resolution No. 95-251-96-B) and the Preliminary Rate Resolution (Resolution No. 25-113).

SECTION 3. REIMPOSITION OF FIRE RESCUE ASSESSMENTS.

(A) The parcels of Assessed Property described in the Assessment Roll, as updated, which is hereby approved, are hereby found to be specially benefited by the provision of the fire rescue services, facilities, and programs described or referenced in the Preliminary Rate Resolution, in the amount of the Fire Rescue Assessment set forth in the updated Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is

hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution from the fire rescue services, facilities, or programs to be provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Rescue Assessments described or referenced in the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2025, the estimated Fire Rescue Assessed Cost to be assessed is $16,635,784. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows.

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit
Single Family	$309.50

NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	≤ 1,999	$536	$84	$806
	2,000 – 3,499	1,072	168	1,612
	3,500 – 4,999	1,876	294	2,821
	5,000 – 9,999	2,680	420	4,030
	10,000 – 19,999	5,360	840	8,060
	20,000 – 29,999	10,720	1,680	16,120
	30,000 – 39,999	16,080	2,520	24,180
	40,000 – 49,999	21,440	3,360	32,240
	≥ 50,000	26,800	4,200	40,300

The above rates of assessment are hereby approved. Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein approved, are hereby levied and reimposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2025.

(D) No Fire Rescue Assessment shall be imposed upon a parcel of Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law. Any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments.

(E) As authorized in Section 2.13 of the Ordinance, interim Fire Rescue Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Resolution based upon the rates of assessment approved herein.

(F) Fire Rescue Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(G) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 4. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll, and the levy and lien of the Fire Rescue Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 5. EFFECTIVE DATE. This Annual Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Appendix - A

AFFIDAVIT OF MAILING – for City of Sunrise, Florida

BEFORE ME, the undersigned authority, personally appeared **HOLLY CIMINO**, who, after being duly sworn, deposes and says:

1. I serve as Director of Finance, Budget and Tax Roll for the Broward County Property Appraiser's office.

2. The Broward County Property Appraiser has caused the first class mail notice to be timely mailed in conjunction with the truth-in-millage notification required by section 200.069, Florida Statutes. The referenced notice included the City of Sunrise Fire Rescue Assessment and Nuisance Abatement Assessment.

3. On or before **August 23, 2025**, the Broward County Property Appraiser's office caused the above-referenced notices to be delivered to the U.S. Postal Service for mailing, by First Class Mail, to each Owner of Assessed Property at the addresses then shown on the real property assessment tax roll database maintained by the Broward County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT

Holly Cimino

HOLLY CIMINO (print), affiant

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 26 day of August 2025, by **HOLLY CIMINO**, Director of Finance, Budget and Tax Roll for Broward County Property Appraiser's office. She is personally known to me or has produced _____ as identification.

ABBEY ROBERSON
Commission # HH 394152
Expires May 6, 2027

Abbey Roberson
Print Name:
Notary Public

SUN-SENTINEL

Sold To:
City Of Sunrise - CU00112333
10770 W. Oakland Park Boulevard, 4th floor - City Clerk
Sunrise,FL 33351

Bill To:
City Of Sunrise - CU00112333
10770 W. Oakland Park Boulevard, 4th floor - City Clerk
Sunrise,FL 33351

Date: Aug 28, 2025
Time: 3:48 pm
Department: City Clerk

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Aug 22, 2025
Fire Rescue Assessment
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: August 28, 2025.

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

7857093

Newspaper: Sun Sentinel - Palm Beach Advertiser: City Of Sunrise
Issue Date: Fri, 08/22/25 Ad Number: 7857093-1

CITY OF BOCA RATON STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

The City of Boca Raton is projected to receive $700,760 from the State of Florida for Fiscal Year 2025-26 to implement the State Housing Initiatives Partnership (SHIP) Program. State regulations require: 1) that at least 65% of SHIP funds must be reserved for homeownership programs; 2) that at least 75% of the total SHIP allocation must be spent on properties that either have been rehabilitated during the past 12 months or are in need of rehabilitation; and 3) mandatory set asides for very low and low income households, and persons with special needs (as defined in Florida Statute). In accordance with the City's 2025-28 Local Housing Assistance Plan (LHAP), the maximum housing value limitation for all strategies is $679,324. Approved SHIP program strategies include:

PURCHASE ASSISTANCE

Qualified households with incomes that are very low, low, moderate and 121% - 140% of AMI, who are first time homebuyers may be eligible for interest free, deferred payment loans of up to $190,000 for down payment, principal reduction, eligible closing/prepaid cost assistance and rehabilitation to assist with the purchase of a property within Boca Raton municipal city limits. Maximum award amounts for each income category are included in the application packet available at City Hall and on the City's website.

DISASTER RELIEF

This strategy is currently unfunded, but may be funded in the event of a declared disaster, pending funding availability. If funded, qualified households with incomes that are very low, low, moderate and 121% - 140% of AMI may be eligible for interest free, deferred payment loans of up to $45,000 to assist with disaster-related repairs. In the event of a declared disaster, information regarding this strategy will be posted on the City's website.

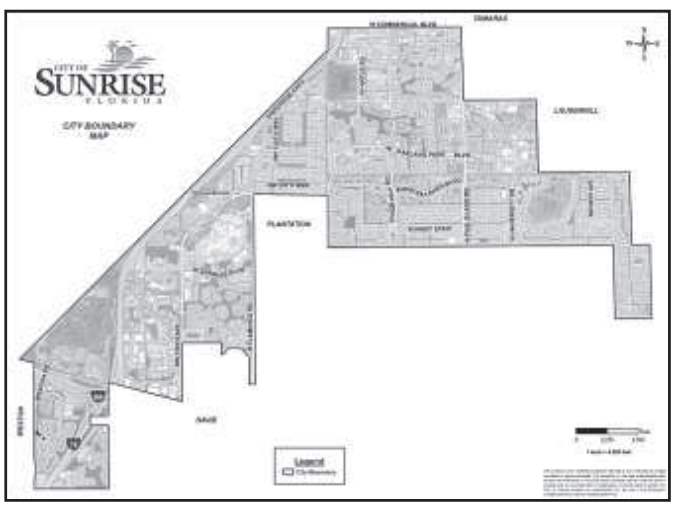
In anticipation of receipt of 2025-26 funds, the City will begin accepting new applications for all funded strategies on October 1, 2025. Applications will be accepted and processed on an ongoing basis, pending the availability of funding, until further notice. Eligible applicants will be served on a first-qualified, first-served basis, and may be placed on a wait list pending availability of funding. Priority will be given to special needs households, very low income households, and low income households to satisfy set-aside requirements for 2025-26 funding. Applications for a limited amount of prior year funding are still being accepted on an ongoing basis. Current income limits are provided in the chart below.

2025 Income Limits (Effective 4/8/2025)

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low	$40,950	$46,800	$52,600	$58,450	$63,150	$67,850	$72,500	$77,200
Low	$65,450	$74,800	$84,150	$93,500	$101,000	$108,500	$115,950	$123,450
Moderate	$98,280	$112,320	$126,240	$140,280	$151,560	$162,840	$174,000	$185,280
121-140% AMI	$114,660	$131,040	$147,280	$163,660	$176,820	$189,980	$203,000	$216,160

The SHIP Program is administered by the Community Improvement Division of the Development Services Department, Room 220, City Hall, 201 W. Palmetto Park Road, Boca Raton, Florida 33432. Hours of operation are weekdays from 8 a.m. to 5 p.m. Applications, income limits and additional information may be obtained by visiting the City's website at *www.myboca.us*, at City Hall, or by calling 561-393-7756 (561-367-7043 for the hearing impaired). Notices pertaining to funding availability or changes to income limits, application instructions and/or procedures will be posted on the City's website. This ad, program notices and the application may be requested in an alternative format by contacting the Community Improvement Division.

Publish: August 22, 2025



NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Sunrise will conduct a public hearing to consider reimposing fire rescue special assessments for the provision of fire rescue services, facilities, and programs within the City of Sunrise for the Fiscal Year beginning October 1, 2025.

The hearing will be held at 5:00 p.m. on September 15, 2025, in the City Commission Chambers of City Hall, 10770 W. Oakland Park Boulevard, Sunrise, Florida, for the purpose of receiving public comment on the proposed assessments.

The City Commission will be meeting in-person. The public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401

b. Access Code: 368262

Members of the public attending the meeting by telephone can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is based. See section 286.0105, Florida Statutes.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel.

The following table reflects the proposed fire rescue assessment schedule.

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit			
Single Family	$309.50			
NON- RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	≤ 1,999	$536	$84	$806
	2,000 – 3,499	1,072	168	1,612
	3,500 – 4,999	1,876	294	2,821
	5,000 – 9,999	2,680	420	4,030
	10,000 – 19,999	5,360	840	8,060
	20,000 – 29,999	10,720	1,680	16,120
	30,000 – 39,999	16,080	2,520	24,180
	40,000 – 49,999	21,440	3,360	32,240
	≥ 50,000	26,800	4,200	40,300

Copies of the Fire Rescue Assessment Ordinance (Ordinance No. 829-X), as amended by Ordinance No. 829-X-00-A, the Initial Assessment Resolution (Resolution No. 95-251-96-A), the Final Assessment Resolution (Resolution No. 95-251-96-B), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Fire Rescue Assessments, and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's Office, City Hall, located at 10770 W. Oakland Park Boulevard, Sunrise, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Finance & Administrative Services Department at (954) 746-3467, Monday through Friday between 9:00 a.m. and 5:00 p.m.

FELICA BRAVO, CITY CLERK
CITY OF SUNRISE, FLORIDA

THIS TOOL CAN COME IN HANDY IN AN EMERGENCY.

Take pictures of your important documents for insurance.

For more tips visit Ready.gov

Ready® FEMA Ad Council

DR-408A
N. 02/91

FLORIDA
DEPARTMENT OF REVENUE

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of _____, located in _____ County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____ , _____ .
year

_____
Chairman of the Board or authorized agent

of _____
Name of local government

_____ County, Florida

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Parking Garage Assessment

Item Number: 10B **Meeting Date:** 9/15/2025

City Reference Number (C#): C25215

Item Description:

A Resolution of the City of Sunrise, Florida relating to the Parking Garages Assessment Area and Adopting the Annual Rate Resolution for Fiscal Year 2025/2026; approving the Assessment Roll; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25215

Appendix A - Assessment Roll
Appendix B - Form 408A - Certificate of Non-Ad Valorem Assessment Roll
Resolution 15-195
Parking Garages Assessment Area

Background:
On December 8, 2015, Resolution 15-195 was adopted allowing for the Uniform Method of Collecting Non-Ad Valorem Assessments within the Parking Garages Assessment Area commencing with Fiscal Year beginning October 1, 2016 and continuing thereafter until discontinued by the City. The City has imposed non-ad valorem special assessments on certain properties located within the "Parking Garages Assessment Area" of the City in order to pay the debt service, including principal and interest, on bonds issued to finance the cost of two parking garages and related capital improvements. All properties in the assessment area are commercial properties within the Sawgrass Mills mall site.

The assessment resolution establishes the Fiscal Year 2025/2026 rates to pay principal and interest for bonds issued in 2015 and approves the assessment roll.

It is recommended that the City Commission approve the resolution to establish the rates for the assessment.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Susan Nabors Phone: 954-746-3297

Department Head Name and Title:

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, RELATING TO THE PARKING GARAGES ASSESSMENT AREA AND ADOPTING THE ANNUAL RATE RESOLUTION FOR FISCAL YEAR 2025/2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to its general home rule powers, the City of Sunrise, Florida (City) enacted Ordinance No. 567 on October 22, 2013, as amended by Ordinance No. 567-17-A on December 12, 2017, (collectively the "Master Assessment Ordinance"), which authorized the City, among other things, to (i) issue Obligations of the City in order to finance Local Improvements (as such terms are defined in the Master Assessment Ordinance) and (ii) impose special assessments on properties benefitted by the Local Improvements in order to pay the costs of such Local Improvements, including without limitation, to pay the principal and interest on Obligations issued to finance the same. The Master Assessment Ordinance also sets forth the procedure for the imposition and collection of such special assessments; and

WHEREAS, in accordance with the Master Assessment Ordinance, the City adopted Resolution No. 14-133-14-A, which constituted the Initial Assessment Resolution as defined in the Master Assessment Ordinance and which created the Parking Garages Assessment Area, approved the Parking Garages Project, provided the Project Cost for the Parking Garages Project, described the method of apportionment of the Project Costs, and established a Maximum Assessment Rate (as defined in the Master Assessment Ordinance) for the Parking Garages Assessment Area; and

WHEREAS, in accordance with the Master Assessment Ordinance, the City adopted Resolution No. 14-160-15-A, which constituted the Final Assessment Resolution for the Parking Garages Assessments and which further provided that the Parking Garages Assessments after Fiscal Year 2015/2016 shall be billed and collected by the City pursuant to the Uniform Assessment Collection Act as provided in Section 5-255.01 of the Master Assessment Ordinance; and

WHEREAS**,** on December 8, 2015, the City adopted Resolution No. 15-195 electing to use the uniform method of collecting non-ad valorem special assessments specified in the Uniform Assessment Collection Act to collect special assessments on properties within the Parking Garages Assessment Area commencing with the Fiscal

Year beginning October 1, 2016 and continuing thereafter until discontinued by the City; and

WHEREAS, Section 5-254.08 of the Master Assessment Ordinance provides that the City Commission shall adopt an annual rate resolution during its budget adoption process for each fiscal year in which Capital Assessments will be imposed to fund the Capital Cost or Project Cost of a Local Improvement; and

WHEREAS, the Assessment Roll attached hereto as Appendix A, and by this reference incorporated herein, for the Parking Garages Assessment Area sets forth the special assessments for each Assessed Property within the Parking Garages Assessment Area for Fiscal Year 2025/2026 resulting in the efficient and effective collection of the principal and interest required to pay for the City of Sunrise, Florida Special Obligation Bonds, Federally Taxable Series 2015 (Parking Garages Project) (the "Series 2015 Bonds"); and

WHEREAS**,** the City Commission conducted a public hearing for the purpose of receiving public comment on the special assessments prior to adopting this Annual Rate Resolution.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Ordinance No. 567, as amended, Sections 166.021 and 166.041, Florida Statutes, as amended, and other applicable provisions of law.

Section 3. PURPOSE AND DEFINITIONS. This Resolution constitutes the Annual Rate Resolution for the Parking Garages Assessments to be levied in Fiscal Year 2025/2026. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Master Assessment Ordinance, Resolution No. 14-133-14-A (the Initial Assessment Resolution), and Resolution No. 14-160-15-A (the Final Assessment Resolution). Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the context indicates otherwise.

Section 4. The Assessment Roll for the Parking Garages Assessment Area that contains the Parking Garages Assessments for each Assessed Property within the Parking Garages Assessment Area, which is attached hereto as Appendix A, is hereby approved. Said Assessment Roll sets forth the Parking Garages Assessments for each Assessed Property within the Parking Garages Assessment Area for Fiscal Year 2025/2026. The Fiscal Year 2025/2026 special assessments set forth on Appendix A are below the maximum annual assessment set by Resolution No. 14-160-15-A (the Final Assessment Resolution). The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereby as Appendix B.

Section 5. The City of Sunrise intends to use, and hereby authorizes the City Manager, Director of Finance and Administrative Services, and City Attorney to take all actions required to utilize the uniform method of collecting non-ad valorem special assessments specified in the Uniform Assessment Collection Act on properties within the Parking Garages Assessment Area, for collecting all principal and interest for Fiscal Year 2025/2026 due on the Series 2015 Bonds through November 1, 2026 and continuing thereafter until discontinued by the City.

Section 6. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of this Resolution shall be in full force and effect and be valid as if such invalid portion hereof had not been incorporated herein.

Section 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

ASSESSMENT ROLL FOR THE PARKING GARAGES SPECIAL ASSESSMENT

Folio	Owner	MAXIMUM ANNUAL ASSESSMENT RATE	MAXIMUM ANNUAL ASSESSMENT	Adjusted SQ FT	ADJUSTED FY2025-26 ASSESSMENT	Actual Rate
494026050087	Sawgrass Mills Phase II Limited Partnership	$ 2.48	$ 299,465	120,755	$ 219,774.10	1.82
494026050077	Sawgrass Mills Phase III Limited Partnership	2.48	80,618	32,330	58,840.60	1.82
494026050084	Sawgrass Mills Phase III Limited Partnership	2.48	143,641	57,921	105,416.22	1.82
494026050088	Sawgrass Mills Phase III Limited Partnership	2.48	577,238	231,271	420,913.22	1.82
494026050091	Sawgrass Mills Phase III Limited Partnership	2.48	69,572	27,922	50,818.04	1.82
494026050078	Sunrise Mills (MLP) Limited Partnership	2.48	19,807	7,987	14,536.34	1.82
494026050079	Sunrise Mills (MLP) Limited Partnership	2.48	45,264	18,252	33,218.64	1.82
494026050080	Sunrise Mills (MLP) Limited Partnership	2.48	4,747,842	2,004,746	3,648,637.84	1.82
*494026050081	Sunrise Mills (MLP) Limited Partnership	-	-	-	-	-
			$ 5,983,447	**2,501,184**	**$ 4,552,155.00**	1.82

DR-408A
N. 02/91

FLORIDA
DEPARTMENT OF REVENUE

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of _____, located in _____ County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____ , _____ .
year

_____
Chairman of the Board or authorized agent

of _____
Name of local government

_____ County, Florida

CITY CLERK
CITY OF SUNRISE

15 DEC 17 PM 3:05

RESOLUTION NO. 15-195

A RESOLUTION OF CITY OF SUNRISE, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE PARKING GARAGES ASSESSMENT AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise, Florida (the "City") has imposed non-ad valorem special assessments on certain properties located within the "Parking Garages Assessment Area" of the City in order to pay the principal of and interest on bonds previously issued to finance the cost of certain parking garages and related capital improvements (the "Special Assessments"); and

WHEREAS, the City intends to collect the Special Assessments pursuant to the uniform method for collecting non-ad valorem special assessments as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow the Special Assessments to be collected annually commencing in November 2016, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, and the proof of publication of "Notice of Intent to Use Uniform Method of Collecting Non-Ad Valorem Assessments" advising of the date of the hearing is attached hereto as Exhibit A.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Commencing with the Fiscal Year beginning on October 1, 2016, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, to collect the Special Assessments. Such Special Assessments are currently being levied and shall continue to be levied within the Parking Garages Assessment Area of the City. A legal description of such area subject to the Special Assessments is attached hereto as Exhibit B and incorporated by reference.

Section 3. The City hereby determines that the levy of the Special Assessments is needed to pay the principal of and interest on bonds previously issued to pay the cost of certain parking garages and related capital improvements within the Parking Garages Assessment Area of the City.

Section 4. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the

Florida Department of Revenue, the Broward County Tax Collector, and the Broward County Property Appraiser by January 10, 2016.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 8TH DAY OF DECEMBER, 2015.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE FLORIDA CORPORATE SEAL 1961 MUNICIPAL CORPORATION

MOTION: SCUOTTO
SECOND: ROSEN

KERCH: YEA
ROSEN: YEA
SCUOTTO: YEA
SOFIELD: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency.

Kimberly A. Kisslan

PLACE COPY OF LEGAL NOTICE HERE

SUN SENTINEL

Published Daily

Fort Lauderdale, Broward County, Florida

Boca Raton, Palm Beach County, Florida

Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared *Mark Kuznitz* who on oath says that he/she *is* a duly authorized representative of the Classified Department of the Sun-Sentinel, daily newspaper published in Broward/Palm Beach/Miami-Dade County, Florida, that the attached copy of advertisement, being, a *PUBLIC NOTICE* *in the* matter *of* *THE CITY OF SUNRISE – NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING* *appeared on* *NOVEMBER 10, 2015* *AD ID# 3732544* affiant further says that the said Sun-Sentinel is a newspaper published in said Broward/Palm Beach/ Miami-Dade County, Florida, and that the said newspaper has heretofore been continuously published in said Broward/Palm Beach/Miami-Dade County, Florida, each day, and has entered as second class matter at the post office in Fort Lauderdale, in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant says that he/she has neither paid, nor promised, any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper

Mark Kuznitz

Mark Kuznitz, Affiant

Sworn to and subscribed before me *on* *DECEMBER 4, 2015, A.D*

KAREN GOLDBERG
Notary Public - State of Florida
Commission # FF 904335
My Comm. Expires Nov 21, 2019
Bonded through National Notary Assn.

Karen Goldberg

Signature of Notary Public)

(Name of Notary typed, printed or stamped)

Personally Known ✓ X or Produced Identification_____

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The City of Sunrise, Florida (the "City") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the Parking Garages Assessment Area of the City (the legal description of which is contained in the resolution described below), to pay the principal of and interest on bonds previously issued to finance, the cost of certain parking garages and related capital improvements, commencing for the fiscal year beginning on October 1, 2016 and continuing until discontinued by the City. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 5:00 p.m. on December 8, 2015 at the Commission Chambers, 10770 West Oakland Park Blvd., Sunrise, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Clerk's office located at 10770 West Oakland Park Blvd., Sunrise, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the proceeding should contact the City Commission office at (954) 746-3250 at least 48 hours prior to the meeting.

DATED this 10th day of November 2015.

City Clerk
City of Sunrise

PLACE COPY OF LEGAL NOTICE HERE

CITY CLERK
CITY OF SUNRISE
15 NOV 24 PM 2:57

SUN SENTINEL

Published Daily

Fort Lauderdale, Broward County, Florida

Boca Raton, Palm Beach County, Florida

Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared ***Mark Kuznitz*** who on oath says that he/she *is* a duly authorized representative of the Classified Department of the Sun-Sentinel, daily newspaper published in Broward/Palm Beach/Miami-Dade County, Florida, that the attached copy of advertisement, being, a ***PUBLIC NOTICE*** *In the* matter *of* ***THE CITY OF SUNRISE – NOTICE OF INTENT TO USE UNIFORM MERTHOD OF COLLECTING*** *appeared on* ***NOVEMBER 17, 2015 AD ID# 3735648*** affiant further says that the said Sun-Sentinel is a newspaper published in said Broward/Palm Beach/ Miami-Dade County, Florida, and that the said newspaper has heretofore been continuously published in said Broward/Palm Beach/Miami-Dade County, Florida, each day, and has entered as second class matter at the post office in Fort Lauderdale, in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant says that he/she has neither paid, nor promised, any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper

Mark Kuznitz

Mark Kuznitz, Affiant

Sworn to and subscribed before me *on* ***NOVEMBER 17, 2015, A.D***

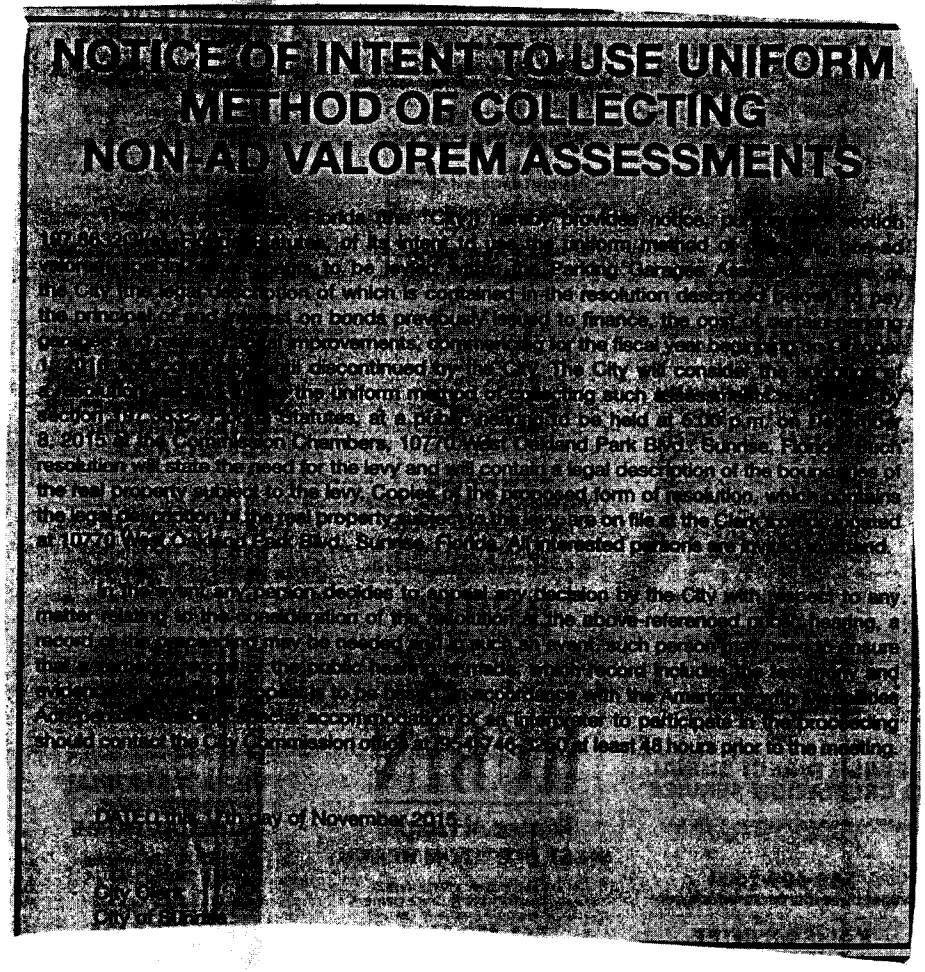
SHELLY A. HOUCK
MY COMMISSION # FF211904
EXPIRES March 19, 2019

Shelly A Houck

Signature of Notary Public)

(Name of Notary typed, printed or stamped)

Personally Known ____X____ or Produced Identification_____



NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

DATED this 17th day of November 2015.

City Clerk
City of Sunrise

PLACE COPY OF LEGAL NOTICE HERE

SUN SENTINEL

Published Daily

Fort Lauderdale, Broward County, Florida

Boca Raton, Palm Beach County, Florida

Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared *Mark Kuznitz* who oath says that he/she *is* a duly authorized representative of the Classifi Department of the Sun-Sentinel, daily newspaper published in Broward/Pal Beach/Miami-Dade County, Florida, that the attached copy of advertisemer being, a *PUBLIC NOTICE* *in the* matter *of* *THE CITY OF SUNRISE – INTEN TO USE UNIFORM METHOD OF COLLECTION* *appeared on* *NOVEMBER 24, 20:* *AD ID# 3732586* affiant further says that the said Sun-Sentinel is a newspap published in said Broward/Palm Beach/ Miami-Dade County, Florida, and that th said newspaper has heretofore been continuously published in said Broward/Pal Beach/Miami-Dade County, Florida, each day, and has entered as second cla matter at the post office in Fort Lauderdale, in said Broward County, Florida, for period of one year next preceding the first publication of the attached copy advertisement; and affiant says that he/she has neither paid, nor promised, ar person, firm or corporation any discount, rebate, commission or refund for th purpose of securing this advertisement for publication in said newspaper

Mark Kuznitz, Affiant

Sworn to and subscribed before me *on* *NOVEMBER 24, 2015, A.D*

SHELLY A. HOUCK
MY COMMISSION # FF211904
EXPIRES March 19, 2019
FloridaNotaryService.com

Signature of Notary Public)

(Name of Notary typed, printed or stamped)

Personally Known _____X_____ or Produced Identification_____

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The City of Sunrise, Florida (the "City") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the Parking Garages Assessment Area of the City (the legal description of which is contained in the resolution described below), to pay the principal of and interest on bonds previously issued to finance, the cost of certain parking garages and related capital improvements, commencing for the fiscal year beginning on October 1, 2016 and continuing until discontinued by the City. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 5:00 p.m. on December 8, 2015 at the Commission Chambers, 10770 West Oakland Park Blvd., Sunrise, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Clerk's office located at 10770 West Oakland Park Blvd., Sunrise, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the proceeding should contact the City Commission office at (954) 746-3250 at least 48 hours prior to the meeting.

DATED this 24th day of November 2015.

City Clerk
City of Sunrise

PLACE COPY OF LEGAL NOTICE HERE

SUN SENTINEL

Published Daily

Fort Lauderdale, Broward County, Florida

Boca Raton, Palm Beach County, Florida

Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared *Mark Kuznitz* who on oath says that he/she *is* a duly authorized representative of the Classified Department of the Sun-Sentinel, daily newspaper published in Broward/Palm Beach/Miami-Dade County, Florida, that the attached copy of advertisement, being, a *PUBLIC NOTICE in the* matter *of THE CITY SUNRISE – NOTICE OF INTENT TO USE UIFORM COLLECTING appeared on DECEMBER 1, 2015 AD ID# 3732604* affiant further says that the said Sun-Sentinel is a newspaper published in said Broward/Palm Beach/ Miami-Dade County, Florida, and that the said newspaper has heretofore been continuously published in said Broward/Palm Beach/Miami-Dade County, Florida, each day, and has entered as second class matter at the post office in Fort Lauderdale, in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant says that he/she has neither paid, nor promised, any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper

Mark Kuznitz, Affiant

Sworn to and subscribed before me *on DECEMBER 1, 2015, A.D*

NOREEN RUBIN
Notary Public - State of Florida
My Comm. Expires Oct 24, 2016
Commission # EE 213961
Bonded Through National Notary Assn.

Signature of Notary Public)

(Name of Notary typed, printed or stamped)

Personally Known ____X____ or Produced Identification_____

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The City of Sunrise, Florida (the "City") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the Parking Garages Assessment Area of the City (the legal description of which is contained in the resolution described below), to pay the principal of and interest on bonds previously issued to finance the cost of certain parking garages and related capital improvements, commencing for the fiscal year beginning on October 1, 2016 and continuing until discontinued by the City. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 5:00 p.m. on December 8, 2015 at the Commission Chambers, 10770 West Oakland Park Blvd., Sunrise, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Clerk's office located at 10770 West Oakland Park Blvd., Sunrise, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the proceeding should contact the City Commission office at (954) 746-3250 at least 48 hours prior to the meeting.

DATED this 1st day December 2016.

City Clerk
City of Sunrise

EXHIBIT "B"

LEGAL DESCRIPTION

SUNRISE MILLS (MLP) LIMITED PARTNERSHIP

PHASE I

PARCEL M-1 OF SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 137, AT PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING 6 PARCELS:

PARCEL 1 (ANCHOR G):

A PORTION OF PARCEL M-1 OF SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137, AT PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF ACCESS TRACT H, OF SAID SAWGRASS MILLS, SAID CORNER LYING ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS NORTH 29 DEGREES 16 MINUTES 49 SECONDS WEST FROM THE LAST DESCRIBED CORNER; THENCE SOUTHWESTERLY ALONG A NORTHWESTERLY BOUNDARY OF ACCESS TRACT J, OF SAID SAWGRASS MILLS AND THE ARC OF SAID CURVE HAVING A RADIUS OF 3195.00 FEET, A CENTRAL ANGLE OF 0 DEGREES 07 MINUTES 12 SECONDS, AND AN ARC LENGTH OF 6.68 FEET; THENCE SOUTH 29 DEGREES 09 MINUTES 37 SECONDS EAST A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60 DEGREES 50 MINUTES 23 SECONDS WEST A DISTANCE OF 167.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1801.00 FEET, A CENTRAL ANGLE OF 1 DEGREES 35 MINUTES 21 SECONDS, AND AN ARC LENGTH OF 49.95 FEET, THE LAST TWO DESCRIBED COURSES BEING COINCIDENT WITH A NORTHWESTERLY BOUNDARY OF SAID PARCEL M-1; THENCE SOUTH 32 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 557.26 FEET; THENCE NORTH 50 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 60.44 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 20 DEGREES 17 MINUTES 24 SECONDS, AN ARC LENGTH OF 65.51 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 09 MINUTES 43 SECONDS, AND AN ARC LENGTH OF 32.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 29 DEGREES 52 MINUTES 19 SECONDS EAST A DISTANCE OF 12.00 FEET; THENCE NORTH 60 DEGREES 07 MINUTES 41 SECONDS EAST A DISTANCE OF 476.17 FEET, THE LAST DESCRIBED COURSE BEING COINCIDENT WITH THE NORTHERLY BUILDING LINE, AND THE WESTERLY AND EASTERLY EXTENSIONS THEREOF, OF MALL UNIT C, BASED UPON THAT CERTAIN SITE PLAN AS PREPARED BY WESTERN DEVELOPMENT CORPORATION

LAST REVISED OCTOBER 27TH, 1989; THENCE NORTH 30 DEGREES 02 MINUTES 21 SECONDS WEST A DISTANCE OF 616.57 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS NORTH 56 DEGREES 44 MINUTES 47 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 482.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 13 MINUTES 59 SECONDS, AND AN ARC LENGTH OF 195.45 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 3259.00 FEET, A CENTRAL ANGLE OF 4 DEGREES 21 MINUTES 10 SECONDS, AND AN ARC LENGTH OF 247.59 FEET TO THE POINT OF BEGINNING, THE LAST TWO DESCRIBED COURSES BEING COINCIDENT WITH A NORTHWESTERLY BOUNDARY OF SAID PARCEL M-1.

PARCEL 2:

A PORTION OF PARCEL M-1 OF SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, AT PAGE 13 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF ACCESS TRACT H, OF SAID SAWGRASS MILLS, SAID CORNER LYING ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS NORTH 29 DEGREES 16 MINUTES 49 SECONDS WEST FROM THE LAST DESCRIBED CORNER; THENCE SOUTHWESTERLY ALONG A NORTHWESTERLY BOUNDARY OF ACCESS TRACT J, OF SAID SAWGRASS MILLS AND THE ARC OF SAID CURVE HAVING A RADIUS OF 3195.00 FEET, A CENTRAL ANGLE OF 00 DEGREES 07 MINUTES 12 SECONDS AND AN ARC LENGTH OF 6.68 FEET; THENCE SOUTH 29 DEGREES 09 MINUTES 37 SECONDS EAST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE A DISTANCE OF 64.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 3259.00 FEET, A CENTRAL ANGLE OF 4 DEGREES 21 MINUTES 10 SECONDS AND AN ARC LENGTH OF 247.59 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 482.00 FEET, A CENTRAL ANGLE OF 37 DEGREES 18 MINUTES 31 SECONDS AND AN ARC LENGTH OF 313.86 FEET, THE LAST TWO (2) DESCRIBED COURSES BEING COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID PARCEL M-1; THENCE SOUTH 70 DEGREES 49 MINUTES 18 SECONDS EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF NORTH 70 DEGREES 49 MINUTES 18 SECONDS WEST, THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 497.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 56 MINUTES 33 SECONDS, AND AN ARC LENGTH OF 94.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 08 DEGREES 14 MINUTES 09 SECONDS EAST, A DISTANCE OF 88.00 FEET; THENCE NORTH 59 DEGREES 57 MINUTES 39 SECONDS EAST, A DISTANCE OF 86.96 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 21

SECONDS EAST, A DISTANCE OF 708.17 FEET; THENCE SOUTH 57 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 43.10 FEET; THENCE NORTH 33 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.45 FEET; THENCE SOUTH 57 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 224.40 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.67 FEET; THENCE SOUTH 57 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 61.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.34 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 28.38 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2.13 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 241.68 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 41.46 FEET; THENCE NORTH 30 DEGREES 02 MINUTES 21 SECONDS WEST, A DISTANCE OF 740.70 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PORTION OF PARCEL M-1, SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 13 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL L-4 OF SAID SAWGRASS MILLS, SAID CORNER LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST AND WHOSE RADIUS POINT BEARS SOUTH 64 DEGREES 52 MINUTES 49 SECONDS WEST FROM SAID CORNER; THENCE SOUTHEASTERLY ALONG A WESTERLY BOUNDARY OF SAID PARCEL L-4 AND THE ARC OF SAID CURVE HAVING A RADIUS OF 1182.00 FEET, A CENTRAL ANGLE OF 02 DEGREES 16 MINUTES 37 SECONDS, AND AN ARC LENGTH OF 46.97 FEET; THENCE SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 64.00 FEET TO A POINT ON A NORTHEASTERLY BOUNDARY OF SAID PARCEL M-1, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST AND WHOSE RADIUS POINT BEARS SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY BOUNDARY AND THE ARC OF SAID CURVE HAVING A RADIUS OF 1118.00 FEET, A CENTRAL ANGLE OF 24 DEGREES 01 MINUTE 43 SECONDS AND AN ARC LENGTH OF 468.86 FEET; THENCE SOUTH 43 DEGREES 07 MINUTES 43 SECONDS WEST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 60.88 FEET; THENCE SOUTH 47 DEGREES 57 MINUTES 04 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 537.03 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.40 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 469.85 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 43.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 145.00 FEET; THENCE

NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 281.64 FEET; THENCE SOUTH 59 DEGREES 57 MINUTES 39 SECONDS WEST, A DISTANCE OF 262.02 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 360.59 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 248.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 218.89 FEET; THENCE SOUTH 57 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 224.40 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.67 FEET; THENCE SOUTH 57 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 61.33 FEET; THENCE SOUTH, A DISTANCE OF 33.34 FEET; THENCE WEST, A DISTANCE OF 28.38 FEET; THENCE SOUTH, A DISTANCE OF 31.00 FEET; THENCE EAST, A DISTANCE OF 61.00 FEET, THENCE SOUTH, A DISTANCE OF 31.31 FEET; THENCE NORTH 52 DEGREES 54 MINUTES 46 SECONDS EAST, A DISTANCE OF 59.31 FEET; THENCE NORTH 57 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 40.45 FEET; THENCE NORTH 33 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 551.51 FEET; THENCE NORTH 54 DEGREES 30 MINUTES 01 SECOND WEST, A DISTANCE OF 8.24 FEET; THENCE NORTH 51 DEGREES 16 MINUTES 24 SECONDS EAST, A DISTANCE OF 32.58 FEET; THENCE SOUTH 73 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 18.91 FEET; THENCE NORTH 16 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 27.03 FEET; THENCE NORTH 73 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 23.85 FEET; THENCE NORTH 39 DEGREES 16 MINUTES 40 SECONDS WEST, A DISTANCE OF 16.47 FEET; THENCE NORTH 72 DEGREES 33 MINUTES 50 SECONDS WEST, A DISTANCE OF 22.37 FEET; THENCE SOUTH 51 DEGREES 24 MINUTES 53 SECONDS WEST, A DISTANCE OF 17.16 FEET, THE LAST THIRTEEN (13) DESCRIBED COURSES BEING 0.50 FEET FROM THE OUTSIDE FACE OF AN EXISTING BUILDING; THENCE NORTH 38 DEGREES 35 MINUTES 07 SECONDS WEST, A DISTANCE OF 143.02 FEET, THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 281.74 FEET; THENCE NORTH 57 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A PORTION OF PARCEL M-1, SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

COMMENCE AT THE NORTHWEST CORNER OF PARCEL L-4 OF SAID SAWGRASS MILLS, SAID CORNER LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 64 DEGREES 52 MINUTES 49 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHEASTERLY, ALONG A WESTERLY BOUNDARY OF PARCEL L-4, AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1182.00 FEET, A CENTRAL ANGLE OF

02 DEGREES 16 MINUTES 37 SECONDS, FOR AN ARC DISTANCE OF 46.97 FEET; THENCE SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST, RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 64.00 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SAID PARCEL M-1, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1118.00 FEET, A CENTRAL ANGLE OF 24 DEGREES 01 MINUTE 43 SECONDS, FOR AN ARC DISTANCE OF 468.86 FEET; THENCE SOUTH 43 DEGREES 07 MINUTES 43 SECONDS WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 60.88 FEET; THENCE SOUTH 47 DEGREES 57 MINUTES 04 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 537.03 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.40 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 469.85 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 43.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 514.17 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 323.50 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 49.51 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 500.98 FEET; THENCE NORTH 25 DEGREES 31 MINUTES 26 SECONDS WEST, A DISTANCE OF 6.82 FEET; THENCE NORTH 51 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 60.10 FEET; THENCE NORTH 38 DEGREES 35 MINUTES 07 SECONDS WEST, A DISTANCE OF 237.50 FEET; THENCE SOUTH 51 DEGREES 24 MINUTES 53 SECONDS WEST, A DISTANCE OF 296.47 FEET; THENCE SOUTH 38 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 38.14 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 281.74 FEET; THENCE NORTH 57 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 125.80 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 78.30 FEET; THENCE NORTH 57 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 49.55 FEET; THENCE NORTH 27 DEGREES 35 MINUTES 05 SECONDS EAST, A DISTANCE OF 56.32 FEET; THENCE NORTH 30 DEGREES 02 MINUTES 21 SECONDS WEST, A DISTANCE OF 44.37 FEET; THENCE NORTH 59 DEGREES 57 MINUTES 39 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 30 DEGREES 02 MINUTES 21 SECONDS WEST, A DISTANCE OF 860.47 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID PARCEL M-1 AND A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS SOUTH 66 DEGREES 56 MINUTES 08 SECONDS EAST FROM THE LAST DESCRIBED POINT; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1278.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 00 MINUTES 15 SECONDS, FOR AN ARC DISTANCE OF 780.78 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A NON TANGENT LINE, A DISTANCE OF 388.23 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 96.28 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 403.97 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

A PORTION OF PARCEL M-1, SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 13 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL L-4 OF SAID SAWGRASS MILLS, SAID CORNER LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST AND WHOSE RADIUS POINT BEARS SOUTH 64 DEGREES 52 MINUTES 49 SECONDS WEST FROM SAID CORNER; THENCE SOUTHEASTERLY ALONG A WESTERLY BOUNDARY OF SAID PARCEL L-4 AND THE ARC OF SAID PARCEL L-4 AND THE ARC OF SAID CURVE HAVING A RADIUS OF 1182.00 FEET, A CENTRAL ANGLE OF 02 DEGREES 16 MINUTES 37 SECONDS, AND AN ARC LENGTH OF 46.97 FEET; THENCE SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 64.00 FEET TO A POINT ON A NORTHEASTERLY BOUNDARY OF SAID PARCEL M-1, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST AND WHOSE RADIUS POINT BEARS SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY BOUNDARY AND THE ARC OF SAID CURVE HAVING A RADIUS OF 1118.00 FEET, A CENTRAL ANGLE OF 24 DEGREES 01 MINUTE 43 SECONDS, AND AN ARC LENGTH OF 468.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG THE LAST DESCRIBED COURSE AND CURVE HAVING A RADIUS OF 1118.00 FEET, A CENTRAL ANGLE OF 01 DEGREE 29 MINUTES 26 SECONDS, AND AN ARC LENGTH OF 29.09 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1278.00 FEET, A CENTRAL ANGLE OF 73 DEGREES 34 MINUTES 10 SECONDS, AND AN ARC LENGTH OF 1640.99 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 388.23 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 96.28 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 403.97 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 145.00 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 43.00 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 469.85 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 70.40 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 537.03 FEET; THENCE NORTH 47 DEGREES 57 MINUTES 04 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 43 DEGREES 07 MINUTES 43 SECONDS EAST, A DISTANCE OF 60.88 FEET TO THE POINT OF BEGINNING.

PARCEL 6 (ANCHOR A1):
A PORTION OF PARCEL M-1 OF SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 137, AT PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL L-4 OF SAID SAWGRASS MILLS, SAID CORNER LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST AND WHOSE RADIUS POINT BEARS SOUTH 64 DEGREES 52 MINUTES 49 SECONDS WEST FROM SAID CORNER; THENCE SOUTHEASTERLY ALONG A WESTERLY BOUNDARY OF SAID PARCEL L-4, AND THE ARC OF SAID CURVE HAVING A RADIUS OF 1182.00 FEET, A CENTRAL ANGLE OF 2 DEGREES 16 MINUTES 37 SECONDS, AND AN ARC LENGTH OF 46.97 FEET; THENCE SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 64.00 FEET TO A POINT ON A NORTHEASTERLY BOUNDARY OF SAID PARCEL M-1, SAID POINT ALSO BEING THE POINT OF BEGINNING, SAID POINT LYING ON THE ARC OF CURVE CONCAVE TO THE WEST AND WHOSE RADIUS POINT BEARS SOUTH 87 DEGREES 55 MINUTES 08 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 64 DEGREES 04 MINUTES 52 SECONDS, AN ARC LENGTH OF 33.55 FEET TO A POINT OF TANGENCY, THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 588.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 44 DEGREES 33 MINUTES 46 SECONDS, AND AN ARC LENGTH OF 36.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 73 DEGREES 26 MINUTES 14 SECONDS WEST A DISTANCE OF 73.85 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 129.69 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 424.00 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 514.17 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 145.00 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 43.00 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 469.85 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 70.40 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 537.03 FEET; THENCE NORTH 47 DEGREES 57 MINUTES 04 SECONDS WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 43 DEGREES 07 MINUTES 43 SECONDS EAST A DISTANCE OF 60.88 FEET TO A POINT ON A NORTHEASTERLY BOUNDARY OF SAID PARCEL M-1, SAID POINT ALSO LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST AND WHOSE RADIUS POINT BEARS SOUTH 43 DEGREES 07 MINUTES 43 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHEASTERLY ALONG A NORTHEASTERLY BOUNDARY OF SAID PARCEL M-1, AND THE ARC OF SAID CURVE HAVING A RADIUS OF 1118.00 FEET, A CENTRAL ANGLE OF 24 DEGREES 01 MINUTES 43 SECONDS, AND AN ARC LENGTH OF 468.86 FEET TO THE POINT OF BEGINNING.

BUT TOGETHER WITH:

PARCEL B-2: A PORTION OF PARCEL M-1, SAWGRASS MILLS ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 137, AT PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

COMMENCE AT THE NORTHWEST CORNER OF PARCEL L-4 OF SAID SAWGRASS MILLS, SAID CORNER LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 64 DEGREES 52 MINUTES 49 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHEASTERLY, ALONG A WESTERLY BOUNDARY OF PARCEL L-4, AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1182.00 FEET, A CENTRAL ANGLE OF 02 DEGREES 16 MINUTES 37 SECONDS, FOR AN ARC DISTANCE OF 46.97 FEET; THENCE SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST, RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 64.00 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SAID PARCEL M-1, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1118.00 FEET, A CENTRAL ANGLE OF 24 DEGREES 01 MINUTES 43 SECONDS, FOR AN ARC DISTANCE OF 468.86 FEET; THENCE SOUTH 43 DEGREES 07 MINUTES 43 SECONDS WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 60.88 FEET; THENCE SOUTH 47 DEGREES 57 MINUTES 04 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 537.03 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.40 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 469.85 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 43.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 145.00 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 281.64 FEET; THENCE SOUTH 59 DEGREES 57 MINUTES 39 SECONDS WEST, A DISTANCE OF 262.02 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 320.73 FEET; THENCE NORTH 51 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 358.07 FEET; THENCE SOUTH 38 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 53.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 38 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 46.09 FEET; THENCE SOUTH 51 DEGREES 24 MINUTES 53 SECONDS WEST, A DISTANCE OF 296.47 FEET; THENCE NORTH 38 DEGREES 35 MINUTES 07 SECONDS WEST, A DISTANCE OF 5.53 FEET; THENCE NORTH 51 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 90.53 FEET; THENCE NORTH 15 DEGREES 08 MINUTES 32 SECONDS EAST, A DISTANCE OF 89.58 FEET; THENCE NORTH 60 DEGREES 08 MINUTES 32 SECONDS EAST, A DISTANCE OF 123.10 FEET; THENCE NORTH 29 DEGREES 51 MINUTES 28 SECONDS WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 60 DEGREES 08 MINUTES 32 SECONDS EAST, A DISTANCE OF 10.96 FEET TO THE POINT OF BEGINNING.

AND ALSO TOGETHER WITH:

PARCEL B-3: A PORTION OF PARCEL M-1, SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 137, AT PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

COMMENCE AT THE NORTHWEST CORNER OF PARCEL L-4 OF SAID SAWGRASS MILLS, SAID CORNER LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 64 DEGREES 52 MINUTES 49 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHEASTERLY, ALONG A WESTERLY BOUNDARY OF PARCEL L-4, AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1182.00 FEET, A CENTRAL ANGLE OF 02 DEGREES 16 MINUTES 37 SECONDS FOR AN ARC DISTANCE OF 46.97 FEET; THENCE SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST, RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 64.00 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SAID PARCEL M-1, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1118.00 FEET, A CENTRAL ANGLE OF 24 DEGREES 01 MINUTES 43 SECONDS, FOR AN ARC DISTANCE OF 468.86 FEET; THENCE SOUTH 43 DEGREES 07 MINUTES 43 SECONDS WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 60.88 FEET; THENCE SOUTH 47 DEGREES 57 MINUTES 04 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 537.03 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.40 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 469.85 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 43.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 145.00 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 281.64 FEET; THENCE SOUTH 59 DEGREES 57 MINUTES 39 SECONDS WEST, A DISTANCE OF 262.02 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 320.73 FEET; THENCE NORTH 51 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 358.07 FEET; THENCE SOUTH 38 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 53.91 FEET; TO THE POINT OF BEGINNING; THENCE NORTH 60 DEGREES 08 MINUTES 32 SECONDS EAST, A DISTANCE OF 67.04 FEET; THENCE SOUTH 29 DEGREES 51 MINUTES 28 SECONDS EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 60 DEGREES 08 MINUTES 32 SECONDS EAST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 29 DEGREES 51 MINUTES 28 SECONDS EAST, A DISTANCE OF 171.69 FEET; THENCE SOUTH 51 DEGREES 23 MINUTES 26 SECONDS WEST, A DISTANCE OF 45.86 FEET; THENCE SOUTH 38 DEGREES 36 MINUTES 34 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 51 DEGREES 23 MINUTES 26 SECONDS WEST, A DISTANCE OF 40.92 FEET; THENCE NORTH 38 DEGREES 35 MINUTES 07 SECONDS WEST, A DISTANCE OF 211.15 FEET TO THE POINT OF BEGINNING.

EASEMENTS:

TOGETHER WITH: EASEMENTS FOR THE BENEFIT OF ALL PROCEEDING HEREIN DESCRIBED LANDS AS CREATED BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT PERTAINING TO JOINT DEVELOPMENT MATTERS DATED JULY 22, 1987 BETWEEN SUNRISE MILLS LIMITED PARTNERSHIP, SUNRISE MILLS RESIDUAL LIMITED PARTNERSHIP, ADCO SUB THREE, INC. AND AMERIFIRST DEVELOPMENT CORPORATION ("COREA #1"), FILED OCTOBER 14, 1988 IN OFFICIAL RECORDS BOOK 15872, AT PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS AMENDED BY THE FIRST AMENDMENT TO COREA #1 DATED AS OF FEBRUARY 5, 1988, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION AGREEMENT, RECORDED IN O.R. BOOK 27581, PAGE 365, FOR THE PURPOSES DESCRIBED IN SAID EASEMENTS, OVER, UNDER AND ACROSS THE LANDS DESCRIBED IN SAID EASEMENTS. SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENTS.

ALSO TOGETHER WITH: EASEMENTS FOR THE BENEFIT OF ALL PROCEEDING HEREIN DESCRIBED LANDS AS CREATED BY (I) MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, DATED AS OF MARCH 15, 1990, RECORDED IN O.R. BOOK 17270, PAGE 391, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; (II) MASTER DECLARATION ESTOPPEL CERTIFICATE AND AGREEMENT, DATED JUNE 4, 2003, BY AND BETWEEN SUNRISE MILLS (MLP) LIMITED PARTNERSHIP, A DISTRICT OF COLUMBIA LIMITED PARTNERSHIP AND SAWGRASS MILLS PHASE III LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, FOR THE BENEFIT OF SPECIAL TAX DISTRICT NO. 1 OF THE CITY OF SUNRISE, FLORIDA, RECORDED IN O.R. BOOK 35623, PAGE 668, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; (III) ASSIGNMENT AND ASSUMPTION AGREEMENT, DATED DECEMBER 10, 1997, RECORDED IN O.R. BOOK 27581, PAGE 365; AND (IV) MEMORANDUM OF DECLARATION AND SUPPLEMENTAL AGREEMENT, RECORDED IN O.R. BOOK 17270, PAGE 499, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALSO TOGETHER WITH:

REPURCHASE RIGHTS FOR THE BENEFIT OF ALL PROCEEDINGS HEREIN DESCRIBED LANDS AS CREATED BY THAT CERTAIN DECLARATION AND SUPPLEMENTAL AGREEMENT, BETWEEN SUNRISE MILLS LIMITED PARTNERSHIP AND VF FACTORY OUTLET, INC., AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF DECLARATION AND SUPPLEMENTAL AGREEMENT, RECORDED IN O.R. BOOK 17270, PAGE 499.

ALSO TOGETHER WITH EASEMENTS FOR THE BENEFIT OF ALL PROCEEDINGS HEREIN DESCRIBED LANDS AS CREATED BY THAT CERTAIN SUBLEASE AGREEMENT, BETWEEN SPECIAL TAX DISTRICT NO. 1 OF THE CITY OF SUNRISE, FLORIDA, SUBLESSOR AND SUNRISE MILLS (MPL) LIMITED PARTNERSHIP (F/K/A

SUNRISE MILLS LIMITED PARTNERSHIP), SAWGRASS MILLS PHASE II LIMITED PARTNERSHIP AND SAWGRASS MILLS PHASE III LIMITED PARTNERSHIP (F/K/A MILLS-KAN AM SAWGRASS PHASE 3 LIMITED PARTNERSHIP), COLLECTIVELY AS SUBLESSEE, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF SUBLEASE, RECORDED JULY 18, 2003 IN O.R. BOOK 35623, PAGE 660.

LEGAL DESCRIPTION

SAWGRASS MILLS PHASE II LIMITED PARTNERSHIP

PHASE II:

A PORTION OF PARCEL M-1, SAWGRASS MILLS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137, PAGE 13 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL L-4 OF SAID SAWGRASS MILLS, SAID CORNER LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST AND WHOSE RADIUS POINT BEARS SOUTH 64 DEGREES 52 MINUTES 49 SECONDS WEST FROM SAID CORNER; THENCE SOUTHEASTERLY ALONG A WESTERLY BOUNDARY OF SAID PARCEL L-4 AND THE ARC OF SAID CURVE HAVING A RADIUS OF 1182.00 FEET, A CENTRAL ANGLE OF 02 DEGREES 16 MINUTES 37 SECONDS AND AN ARC LENGTH OF 46.97 FEET; THENCE SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 64.00 FEET TO A POINT ON A NORTHEASTERLY BOUNDARY OF SAID PARCEL M-1, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST AND WHOSE RADIUS POINT BEARS SOUTH 67 DEGREES 09 MINUTES 26 SECONDS WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY BOUNDARY AND THE ARC OF SAID CURVE HAVING A RADIUS OF 1118.00 FEET, A CENTRAL ANGLE OF 24 DEGREES 01 MINUTE 43 SECONDS AND AN ARC LENGTH OF 468.86 FEET; THENCE SOUTH 43 DEGREES 07 MINUTES 43 SECONDS WEST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 60.88 FEET; THENCE SOUTH 47 DEGREES 57 MINUTES 04 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 537.03 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.40 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 469.85 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 43.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 145.00 FEET; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 281.64 FEET; THENCE SOUTH 59 DEGREES 57 MINUTES 39 SECONDS WEST, A DISTANCE OF 262.02 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 360.59 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 248.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 218.89 FEET; THENCE SOUTH 57 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 224.40 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.67 FEET; THENCE SOUTH 57 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 61.33 FEET; THENCE

SOUTH, A DISTANCE 33.34 FEET; THENCE WEST, A DISTANCE OF 28.38 FEET THENCE SOUTH, A DISTANCE OF 31.00 FEET THENCE EAST, A DISTANCE OF 61.00 FEET; THENCE SOUTH, A DISTANCE OF 31.31 FEET; THENCE NORTH 52 DEGREES 54 MINUTES 46 SECONDS EAST, A DISTANCE OF 59.31 FEET; THENCE NORTH 57 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 40.45 FEET; THENCE NORTH 33 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 551.51 FEET THENCE NORTH 54 DEGREES 30 MINUTES 01 SECOND WEST, A DISTANCE OF 8.24 FEET; THENCE NORTH 51 DEGREES 16 MINUTES 24 SECONDS EAST, A DISTANCE OF 32.58 FEET; THENCE SOUTH 73 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 18.91 FEET; THENCE NORTH 16 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 27.03 FEET; THENCE NORTH 73 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 23.85 FEET; THENCE NORTH 39 DEGREES 16 MINUTES 40 SECONDS WEST, A DISTANCE OF 16.47 FEET; THENCE NORTH 72 DEGREES 33 MINUTES 50 SECONDS WEST, A DISTANCE OF 22.37 FEET; THENCE SOUTH 51 DEGREES 24 MINUTES 53 SECONDS WEST, A DISTANCE OF 17.16 FEET, THE LAST THIRTEEN (13) DESCRIBED COURSES BEING 0.50 FEET FROM THE OUTSIDE FACE OF AN EXISTING BUILDING; THENCE NORTH 38 DEGREES 35 MINUTES 07 SECONDS WEST, A DISTANCE OF 143.02 FEET; THENCE SOUTH 33 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 281.74 FEET; THENCE NORTH 57 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.

EASEMENTS:

TOGETHER WITH: EASEMENTS FOR THE BENEFIT OF ALL PROCEEDING HEREIN DESCRIBED LANDS AS CREATED BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT PERTAINING TO JOINT DEVELOPMENT MATTERS DATED JULY 22, 1987 BETWEEN SUNRISE MILLS LIMITED PARTNERSHIP, SUNRISE MILLS RESIDUAL LIMITED PARTNERSHIP, ADCO SUB THREE, INC. AND AMERIFIRST DEVELOPMENT CORPORATION ("COREA #1"), FILED OCTOBER 14, 1988 IN OFFICIAL RECORDS BOOK 15872, AT PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS AMENDED BY THE FIRST AMENDMENT TO COREA #1 DATED AS OF FEBRUARY 5, 1988, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION AGREEMENT, RECORDED IN O.R. BOOK 27581, PAGE 365, FOR THE PURPOSES DESCRIBED IN SAID EASEMENTS, OVER, UNDER AND ACROSS THE LANDS DESCRIBED IN SAID EASEMENTS. SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENTS.

ALSO TOGETHER WITH: EASEMENTS FOR THE BENEFIT OF ALL PROCEEDING HEREIN DESCRIBED LANDS AS CREATED BY (I) MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, DATED AS OF MARCH 15, 1990, RECORDED IN O.R. BOOK 17270, PAGE 391, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; (II) MASTER DECLARATION ESTOPPEL CERTIFICATE AND AGREEMENT, DATED JUNE 4, 2003, BY AND BETWEEN SUNRISE

MILLS (MLP) LIMITED PARTNERSHIP, A DISTRICT OF COLUMBIA LIMITED PARTNERSHIP AND SAWGRASS MILLS PHASE III LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, FOR THE BENEFIT OF SPECIAL TAX DISTRICT NO. 1 OF THE CITY OF SUNRISE, FLORIDA, RECORDED IN O.R. BOOK 35623, PAGE 668, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; (III) ASSIGNMENT AND ASSUMPTION AGREEMENT, DATED DECEMBER 10, 1997, RECORDED IN O.R. BOOK 27581, PAGE 365; AND (IV) MEMORANDUM OF DECLARATION AND SUPPLEMENTAL AGREEMENT, RECORDED IN O.R. BOOK 17270, PAGE 499, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALSO TOGETHER WITH:

REPURCHASE RIGHTS FOR THE BENEFIT OF ALL PROCEEDINGS HEREIN DESCRIBED LANDS AS CREATED BY THAT CERTAIN DECLARATION OF RESTRICTIONS, BETWEEN SAWGRASS MILLS PHASE II LIMITED PARTNERSHIP AND HOMEOWNERS WAREHOUSE, INC., DATED DECEMBER 21, 1994, RECORDED IN O.R. BOOK 22981, PAGE 107.

ALSO TOGETHER WITH EASEMENTS FOR THE BENEFIT OF ALL PROCEEDINGS HEREIN DESCRIBED LANDS AS CREATED BY THAT CERTAIN SUBLEASE AGREEMENT, BETWEEN SPECIAL TAX DISTRICT NO. 1 OF THE CITY OF SUNRISE, FLORIDA, SUBLESSOR AND SUNRISE MILLS (MPL) LIMITED PARTNERSHIP (F/K/A SUNRISE MILLS LIMITED PARTNERSHIP), SAWGRASS MILLS PHASE II LIMITED PARTNERSHIP AND SAWGRASS MILLS PHASE III LIMITED PARTNERSHIP (F/K/A MILLS-KAN AM SAWGRASS PHASE 3 LIMITED PARTNERSHIP), COLLECTIVELY AS SUBLESSEE, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF SUBLEASE, RECORDED JULY 18, 2003 IN O.R. BOOK 35623, PAGE 660.

LEGAL DESCRIPTION
SAWRASS MILLS PHASE III LIMITED PARTNERSHIP

PHASE III:

A PORTION OF PARCEL M-1, SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

COMMENCE AT THE NORTHWEST CORNER OF PARCEL L-4 OF SAID SAWGRASS MILLS, SAID CORNER LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 64°52'49" WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHEASTERLY ALONG A WESTERLY BOUNDARY OF PARCEL L-4, AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1182.00 FEET, A CENTRAL ANGLE OF 02°16'37", FOR AN ARC DISTANCE OF 46.97 FEET; THENCE SOUTH 67°09'26" WEST, RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 64.00 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SAID PARCEL M-1, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1118.00 FEET, A CENTRAL ANGLE OF 24°01'43", FOR AN ARC DISTANCE OF 468.86 FEET; THENCE SOUTH 43°07'43" WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 60.88 FEET; THENCE SOUTH 47°57'04" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 62°00'00" WEST, A DISTANCE OF 537.03 FEET; THENCE NORTH 28°00'00" WEST, A DISTANCE OF 70.40 FEET; THENCE SOUTH 62°00'00" WEST, A DISTANCE OF 469.85 FEET; THENCE NORTH 28°00'00" WEST, A DISTANCE OF 43.00 FEET; THENCE SOUTH 62°00'00" WEST, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°00'00" EAST, A DISTANCE OF 514.17 FEET; THENCE NORTH 62°00'00" EAST, A DISTANCE OF 323.50 FEET; THENCE SOUTH 28°00'00" EAST, A DISTANCE OF 49.51 FEET; THENCE SOUTH 62°00'00" WEST, A DISTANCE OF 500.98 FEET; THENCE NORTH 25°31'26" WEST, A DISTANCE OF 6.82 FEET; THENCE NORTH 51°24'53" EAST, A DISTANCE OF 60.10 FEET; THENCE NORTH 38°35'07" WEST, A DISTANCE OF 72.44 FEET; THENCE NORTH 51°23'26" EAST, A DISTANCE OF 40.92 FEET; THENCE NORTH 38°36'34" WEST, A DISTANCE OF 16.00 FEET; THENCE NORTH 51°23'26" EAST, A DISTANCE OF 45.86 FEET; THENCE NORTH 29°51'28" WEST, A DISTANCE OF 171.69 FEET, THENCE SOUTH 60°08'32" WEST, A DISTANCE OF 48.33 FEET; THENCE NORTH 29°51'28" WEST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 60°08'32" WEST, A DISTANCE OF 78.00 FEET; THENCE SOUTH 29°51'28" EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 60°08'32" WEST, A DISTANCE OF 123.10 FEET; THENCE SOUTH 15°08'32" WEST, A DISTANCE OF 89.58 FEET; THENCE SOUTH 51°24'53" WEST, A DISTANCE OF 90.53 FEET; THENCE SOUTH 38°35'07" EAST, A DISTANCE OF 43.68 FEET; THENCE SOUTH 33°00'00" WEST, A DISTANCE OF 281.74 FEET; THENCE NORTH 57°00'00" WEST, A DISTANCE OF 125.80 FEET; THENCE SOUTH 33°00'00" WEST, A DISTANCE OF 78.30 FEET; THENCE NORTH 57°00'00" WEST, A DISTANCE OF 49.55

FEET; THENCE NORTH 27°35'05" EAST, A DISTANCE OF 56.32 FEET; THENCE NORTH 30°02'21" WEST, A DISTANCE OF 44.37 FEET; THENCE NORTH 59°57'39" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 30°02'21" WEST, A DISTANCE OF 860.47 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID PARCEL M-1 AND A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS SOUTH 66°56'08" EAST FROM THE LAST DESCRIBED POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1278.00 FEET, A CENTRAL ANGLE OF 35°00'15", FOR AN ARC DISTANCE OF 780.78' FEET; THENCE SOUTH 28°00'00" EAST, ALONG A NON TANGENT LINE, A DISTANCE OF 388.23 FEET; THENCE NORTH 62°00'00" EAST, A DISTANCE OF 96.28 FEET; THENCE SOUTH 28°00'00" EAST, A DISTANCE OF 403.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

EASEMENTS:

TOGETHER WITH: EASEMENTS FOR THE BENEFIT OF ALL PROCEEDING HEREIN DESCRIBED LANDS AS CREATED BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT PERTAINING TO JOINT DEVELOPMENT MATTERS DATED JULY 22, 1987 BETWEEN SUNRISE MILLS LIMITED PARTNERSHIP, SUNRISE MILLS RESIDUAL LIMITED PARTNERSHIP, ADCO SUB THREE, INC. AND AMERIFIRST DEVELOPMENT CORPORATION ("COREA #1"), FILED OCTOBER 14, 1988 IN OFFICIAL RECORDS BOOK 15872, AT PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS AMENDED BY THE FIRST AMENDMENT TO COREA #1 DATED AS OF FEBRUARY 5, 1988, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION AGREEMENT, RECORDED IN O.R. BOOK 27581, PAGE 365, FOR THE PURPOSES DESCRIBED IN SAID EASEMENTS, OVER, UNDER AND ACROSS THE LANDS DESCRIBED IN SAID EASEMENTS. SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENTS.

ALSO TOGETHER WITH: EASEMENTS FOR THE BENEFIT OF ALL PROCEEDING HEREIN DESCRIBED LANDS AS CREATED BY (I) MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, DATED AS OF MARCH 15, 1990, RECORDED IN O.R. BOOK 17270, PAGE 391, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; (II) MASTER DECLARATION ESTOPPEL CERTIFICATE AND AGREEMENT, DATED JUNE 4, 2003, BY AND BETWEEN SUNRISE MILLS (MLP) LIMITED PARTNERSHIP, A DISTRICT OF COLUMBIA LIMITED PARTNERSHIP AND SAWGRASS MILLS PHASE III LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, FOR THE BENEFIT OF SPECIAL TAX DISTRICT NO. 1 OF THE CITY OF SUNRISE, FLORIDA, RECORDED IN O.R. BOOK 35623, PAGE 668, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; (III) ASSIGNMENT AND ASSUMPTION AGREEMENT, DATED DECEMBER

10, 1997, RECORDED IN O.R. BOOK 27581, PAGE 365; AND (IV) MEMORANDUM OF DECLARATION AND SUPPLEMENTAL AGREEMENT, RECORDED IN O.R. BOOK 17270, PAGE 499, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALSO TOGETHER WITH:

EASEMENTS FOR THE BENEFIT OF ALL PROCEEDINGS HEREIN DESCRIBED LANDS AS CREATED BY THAT CERTAIN SUBLEASE AGREEMENT, BETWEEN SPECIAL TAX DISTRICT NO. 1 OF THE CITY OF SUNRISE, FLORIDA, SUBLESSOR AND SUNRISE MILLS (MPL) LIMITED PARTNERSHIP (F/K/A SUNRISE MILLS LIMITED PARTNERSHIP), SAWGRASS MILLS PHASE II LIMITED PARTNERSHIP AND SAWGRASS MILLS PHASE III LIMITED PARTNERSHIP (F/K/A MILLS-KAN AM SAWGRASS PHASE 3 LIMITED PARTNERSHIP), COLLECTIVELY AS SUBLESSEE, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF SUBLEASE, RECORDED JULY 18, 2003 IN O.R. BOOK 35623, PAGE 660.

INCLUDED IN ASSESSMENT AREA

FOLIO	OWNER
494026050087	SAWGRASS MILLS PHASE I LP
494026050077	SAWGRASS MILLS PHASE III LP
494026050084	SAWGRASS MILLS PHASE III LP
494026050088	SAWGRASS MILLS PHASE III LP
494026050091	SAWGRASS MILLS PHASE III LP
494026050085	SUNRISE MILLS (MLP) LP*
494026050078	SUNRISE MILLS (MLP) LP
494026050079	SUNRISE MILLS (MLP) LP
494026050080	SUNRISE MILLS (MLP) LP
494026050081	SUNRISE MILLS (MLP) LP ***
494026050092	SUNRISE MILLS (MLP) LP*
494026050390	SAWGRASS PARKING DECK LLC**
494026050400	SAWGRASS PARKING DECK LLC**

•Parcels Not Assessed
-proposed Parking Garages Not Assessed
***property merged into folio 494026050080 in 2018

EXCLUDED FROM ASSESSMENT AREA

FOLIO	OWNER
494026050082	VF Outlet ****
494026050086	American Signature
494026050083	Target
494026050093	Target

****property owner Sunrise Mills LTD

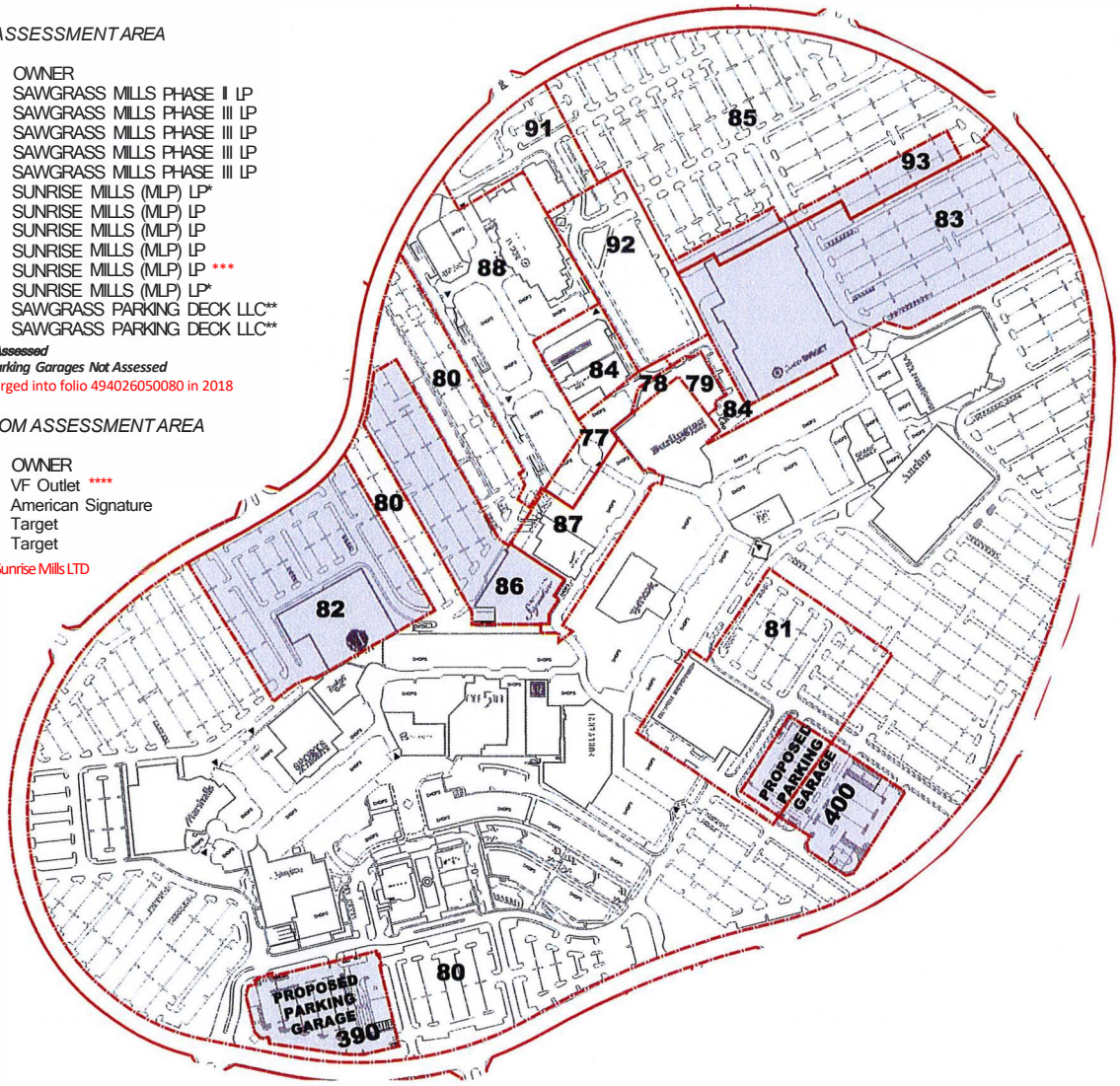


Exhibit Plan

0 200 400

Sawgrass Mills
12801 West Sunrise Blvd
Sunrise, FL 33323
CORP# 5229

SIMON MILLS

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Nuisance Abatement Assessment

Item Number: 10C **Meeting Date:** 9/15/2025

City Reference Number (C#): C25189

Item Description:

A Resolution of the City of Sunrise, Florida, adopting the Assessment Roll for Nuisance Abatement for the time period of June 1, 2024 through May 31, 2025, with interest calculated through October 31, 2025; and providing for an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution -C25189

Appendix A - Affidavit of Mailing Notice of Public Hearing
Appendix B - Proof of Publication
Appendix C - Assessment Roll
Appendix D - Certificate of Non-Ad Valorem Assessment Roll
Resolution 25-114 FY2026 Assessments
Ordinance 544-12-A Notice of Special Assessment (2012)
Ordinance 544 Levy of Special Assessment (2011)
Resolution 11-177 Uniform Method of Collection

Background:
The City Commission approved preliminary Resolution 25-114, which included a preliminary assessment roll, on July 8, 2025. Ordinance No. 544, as amended, and Resolution No. 11-177 authorized the imposition and levy of special assessments for nuisance abatement and the utilization of the uniform method of collection.

The City Commission will consider the adoption of a final resolution that confirms the assessment roll. The newspaper advertisement was published on August 18, 2025. The proof of publication and Affidavit of Mailing are attached.

It is requested that the City Commission approve the assessment roll and authorize the execution of the certificate to non-ad valorem assessment roll.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Susan Nabors, Kimberly Sibner Phone: 954-746-3297; 954-746-2350

Department Head Name and Title:
Susan Nabors, Director of Finance & Administrative Services
Shannon Ley, Director of Community Development

City Manager:

Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, ADOPTING THE ASSESSMENT ROLL FOR NUISANCE ABATEMENT FOR THE TIME PERIOD OF JUNE 1, 2024 THROUGH MAY 31, 2025, WITH INTEREST CALCULATED THROUGH OCTOBER 31, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise, Florida adopted Ordinance No. 544 on December 13, 2011 authorizing the imposition and collection of unpaid assessed amounts for nuisance abatement against property throughout the City; and

WHEREAS, pursuant to Section 9-33.02 of the City of Sunrise Code of Ordinances, the City utilizes the uniform method of levy, collection and enforcement of the assessment, as authorized by Chapter 197, Florida Statutes; and

WHEREAS, Section 9-33.02 of the City of Sunrise Code of Ordinances, authorizes the annual collection of total unpaid assessed amounts for nuisance abatement against each assessed parcel of property; and

WHEREAS, on July 8, 2025, the City Commission adopted Resolution No. 25-114 for the assessment amounts for nuisance abatement against the schedule of assessed properties, describing the amount of the assessment and the assessed properties set forth on the assessment roll, and establishing September 15, 2025 as the date of the public hearing; and

WHEREAS, the assessment roll has been made available for public inspection; and

WHEREAS, in accordance with Ordinance No. 544, as amended, and Section 197.3632, Florida Statutes, notice of the assessment and the public hearing was published in the *Sun-Sentinel*; and

WHEREAS, first class mail notice of the assessment and the public hearing was sent to the affected property owners by the Broward County Property Appraiser in conjunction with the truth-in-millage notification; and

WHEREAS, an affidavit regarding the form of notice mailed is attached hereto as Appendix A and the proof of publication is attached hereto as Appendix B; and

WHEREAS**,** a public hearing was conducted on September 15, 2025 for the purpose of receiving written objections and hearing and considering testimony from all interested persons.

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

Section 1. The total unpaid assessment amounts for nuisance abatement to be paid through levy and collection against the schedule of assessed properties within the City is $6,090.54.

Section 2. The assessment for each assessed property is based on the cost of nuisance abatement for each property.

Section 3. In accordance with Ordinance No. 544, as amended, and general law, properties are assessed for those unpaid assessments for the period of June 1, 2024 through May 31, 2025, in the assessment roll schedule attached hereto and made a part of this Resolution as Appendix C.

Section 4. The Mayor is authorized to execute the Certificate to Non-Ad Valorem Assessment Roll attached hereto and made a part of the Resolution as Appendix D.

Section 5. The assessments shall be billed and collected as provided in Section 9-33.02 of the City of Sunrise Code of Ordinances and shall be the assessed amounts unless and until modified by Resolution.

Section 6. This Resolution is adopted pursuant to Ordinance No. 544, as amended, Resolution No. 11-177, Section 197.3632, Florida Statutes, and other applicable provisions of law.

Section 7. All other provisions of the assessment process are ratified and confirmed.

Section 8. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this_____DAY of_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Appendix - A

AFFIDAVIT OF MAILING – for City of Sunrise, Florida

BEFORE ME, the undersigned authority, personally appeared **HOLLY CIMINO**, who, after being duly sworn, deposes and says:

1. I serve as Director of Finance, Budget and Tax Roll for the Broward County Property Appraiser's office.

2. The Broward County Property Appraiser has caused the first class mail notice to be timely mailed in conjunction with the truth-in-millage notification required by section 200.069, Florida Statutes. The referenced notice included the City of Sunrise Fire Rescue Assessment and Nuisance Abatement Assessment.

3. On or before **August 23, 2025**, the Broward County Property Appraiser's office caused the above-referenced notices to be delivered to the U.S. Postal Service for mailing, by First Class Mail, to each Owner of Assessed Property at the addresses then shown on the real property assessment tax roll database maintained by the Broward County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT

Holly Cimino

HOLLY CIMINO (print), affiant

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 26 day of August 2025, by **HOLLY CIMINO**, Director of Finance, Budget and Tax Roll for Broward County Property Appraiser's office. She is personally known to me or has produced _____ as identification.

ABBEY ROBERSON
Commission # HH 394152
Expires May 6, 2027

Abbey Roberson
Print Name:
Notary Public

SUN-SENTINEL

Sold To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Bill To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Date: Aug 25, 2025
Time: 4:10 pm
Department: City Clerk

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Aug 18, 2025
Nuisance Abatement
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: August 25, 2025.

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

7841656

Newspaper: Sun Sentinel - Palm Beach Advertiser: City Of Sunrise City Commission office
Issue Date: Mon, 08/18/25 Ad Number: 7841656-1

Police: 5 arrested, turned over to Border Patrol after traffic stop near Apopka High

By Brian Bell
Orlando Sentinel

Five people were turned over Friday morning to the U.S. Border Patrol after several fled during a traffic stop in Apopka, briefly placing nearby Apopka High School on a "secure hold."

Lt. Tara Crescenzi, FHP public affairs officer for Troop D based in Orlando, said by email that a trooper pulled over the vehicle after it ran a stop sign. Crescenzi said the driver came to a stop and remained in the vehicle but four passengers fled on foot.

"Local law enforcement assisted in the area and located the four passengers," she said. "All five occupants have been detained and turned over to ICE/Border Patrol."

An email to the public affairs office for U.S. Customs and Border Protection has not been returned.

Apopka High School was briefly affected because the incident was nearby, according to a spokesman with media relations for Orange County Public Schools.

"There was law enforcement activity outside the campus and as a result we put the school on a secure hold," he said. The hold started around 7:15 a.m. and was lifted by 8 a.m. School activity has since returned to normal operations.

He said during a secure hold everyone on campus remains where they are and no one comes in and out.

A post on the school's Facebook page at 8:13 a.m. said "All clear. Back on track and turning the spirit up! Blue Darters will be starting the morning with their same Friday pep rally! See you in the courtyard."

Singer

from Page 3

overgrown hedges, there would be no expectation of privacy for the parts of your property visible from the street.

Without him doing more than making numerous complaints, obtaining an injunction will be difficult. You will need to prove that your neighbor's conduct would cause substantial emotional distress to a reasonable person, while not serving a legitimate purpose.

Courts have set a high threshold for what constitutes substantial emotional distress. Also, while your neighbor's actions may feel invasive and distressing, the law protects the right to petition the government, including filing complaints with authorities.

Speak with your code enforcement officials, who are probably already aware of your neighbor, about what steps you can take to avoid repercussions from the stream of frivolous complaints. Prioritize your peace of mind and privacy.

Just as you would take precautions to protect your home from a storm, take steps to safeguard your personal space and well-being. Ensure your property is well-maintained to avoid giving your neighbor any legitimate grounds for complaint. Document every interaction and complaint meticulously. Keep a detailed log of dates, times, and the nature of each complaint, as well as any communications you have with city authorities or the neighbor in question.

Photographs, videos, and copies of public records can serve as valuable evidence should the situation escalate.

Hopefully, once your neighbor realizes his efforts do not bother you, he will move on.

Board-certified real estate lawyer Gary Singer writes about industry legal matters and the housing market. To ask him a question, email him at gary@garysingerlaw.com, or go to SunSentinel.com/askpro.

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TRIBUNE PUBLISHING

Hurricane Erin expected to create dangerous rip currents locally

By Lauren Brensel
South Florida Sun Sentinel

South Florida beachgoers are being warned of life-threatening rip currents that are expected along the coastline early this week, as part of the impacts from Hurricane Erin.

There's currently a moderate risk level for rip currents set for today and Tuesday, and beaches likely affected would include those in Fort Lauderdale, Boca Raton, West Palm Beach and Jupiter.

The rip currents are a result of low tide and strong winds that were forecast because of Hurricane Erin, which is expected to impact Puerto Rico and the U.S. Virgin Islands.

"If you're going to the beach, heed the advice of local lifeguards," said Chuck Caracozza, a meteorologist with the National Weather Service. "And if there are rip currents, try to avoid going in the water."

The National Weather Service on Friday reminded swimmers of ways to escape them.

Rip currents are narrow water channels that are more likely to form during times of low tide, bigger waves and strong winds. Such currents move away from the shore and can pull people farther into the water, making it difficult to swim past them.

Some safety tips:

- If you're pulled into a rip current, you should stay calm and avoid attempting to swim back to shore against the rip current. Doing so will likely be unsuccessful and tiring because the water moves extremely quickly.
- To get out of the current, it's best to swim parallel to the shore, then at an angle back to shore.

Caracozza said the level of risk for rip currents could change.

Erin formed northeast of the Caribbean Sea on Friday, becoming the first hurricane of the 2025 season. Caracozza said rip currents commonly form because of storms, even when they aren't expected to make landfall in the region.

"Especially with larger hurricanes out there in the Atlantic," he said, "they have the ability to create high waves, even if we're hundreds and hundreds of miles away from the center."

It's difficult to predict how long the rip currents will last, but some during previous seasons have lasted for days before dissipating.

BEST OF SOUTH FLORIDA DINING

Nominate who has the best chicken tenders in the area

By Kari Barnett
South Florida Sun Sentinel

The chicken tender battle rages on here in South Florida, with the competition heating up faster than the oil used to cook them in.

New chains have been flocking to our area in recent years, and — unless you've been cooped up — you've seen that you can't drive a few blocks on a busy street without one trying to lure you in for a bite of their core offering: chicken tenders that are deliciously deep-fried on the outside and bursting with juicy white meat on the inside. (Take the stretch of Federal Highway in Pompano Beach that's become home to so many chicken joints that people can't decide on a name for it. Is it Chicken Corner, The Chicken Coop, The Chicken Strip, or The Coop Capital?)

Once considered just a trend, chicken tenders have morphed into a must-have on every menu. They're always the go-to choice on the kids' menu — picky eater or not!

But we know not all chicken tenders (aka fingers or strips) are created equal, so we're about to ruffle some feathers for our next installment in the Best of South Florida Dining series. We're asking readers where they find the best chicken tenders in Palm Beach, Broward and Miami-Dade counties.

Technically, chicken tenders come from the small strip of meat located just beneath the breast, which is the tenderloin. But we won't be that strict for purposes of our competition. We're looking for nominations for your favorite spots that serve chicken tenders, fingers or strips — just not traditional bone-in fried chicken!

In your nomination form, tell us not only where you get them but also what makes them so great. Is it the crispy coating? The size? The juiciness factor? Oh, and don't gatekeep those sauces. We want to know what you're dipping into these days! If we like what you have to say, your comments may be used in a future story.

Submit your nominations at SunSentinel.com/BestOf. You have until Tuesday, Aug. 19.

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NUISANCE ABATEMENT ASSESSMENTS ON THE 2025 TAX BILL

Notice is hereby given that the City Commission of the City of Sunrise, Florida will conduct a public hearing concerning the imposition and collection of nuisance abatement assessments on the 2025 tax roll for the purpose of adopting the non-ad valorem assessment roll. The nuisance abatement assessments were previously assessed against certain properties, which were declared public nuisances and located within the city boundaries of the City of Sunrise, to recover the cost of providing nuisance abatement services to such properties. The assessments for each property were calculated based upon the City's direct cost of the abatement, plus 9.38% interest.

The hearing will be held at 5:00 pm, or as soon thereafter as can be heard, on September 15, 2025, at the City Commission Chambers of City Hall, 10770 W. Oakland Park Boulevard, Sunrise, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice.

The City Commission will be meeting in person. The public may attend and participate in the meeting in person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Members of the public attending the meeting by telephone can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955- 8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

The assessment for each parcel of property will be based upon the cost of nuisance abatement for each parcel.

The assessments to be included as non-ad valorem assessments on the 2025 tax roll include the following:

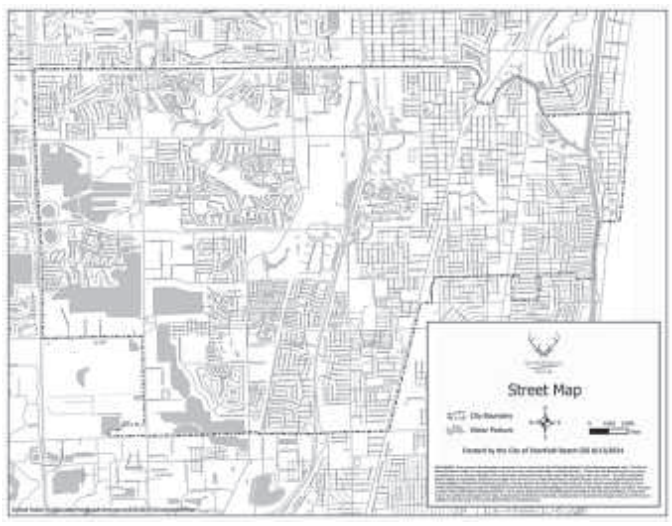
Owner	Address	Parcel ID#	Amount
CREARY, ERROL DUNBAR-CREARY, CLAUDINE	7791 NW 20 CT	4941 27 24 0590	$1,218.85
GOMEZ, MARIE	6440 NW 24 ST	4941 27 04 0180	$4,413.83
MATHURIN, MARGUERITE	6200 NW 19 ST	4941 35 05 1360	$457.86

Copies of the Nuisance Abatement Ordinance (Ordinance No. 544), as amended, the Uniform Collection Method Resolution (Resolution No. 11-177), and the proposed Nuisance Abatement Assessment Roll are available for inspection in the City Clerk's Office, City of Sunrise City Hall, located at 10770 W. Oakland Park Boulevard, Sunrise, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Finance & Administrative Services Department at (954) 746-3217, Monday through Friday between 9:00 a.m. and 5:00 p.m.

CITY CLERK FELICIA M. BRAVO
CITY OF SUNRISE, FLORIDA



P.H. 2025-116

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Deerfield Beach will conduct a public hearing to consider reimposing fire rescue special assessments for the provision of fire rescue services within the City of Deerfield Beach for the Fiscal Year beginning October 1, 2025, and to authorize collection of such assessments pursuant to the Uniform Assessment Collection Act.

The hearing will be held at 7:00 p.m. on September 15, 2025, in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 480-4200 at least two (2) business days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire rescue assessment schedule:

RESIDENTIAL PROPERTY USE CATEGORY	Rate Per Dwelling Unit			
Residential	$365.00			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 1,999	$578	$174	$1,670
	2,000 - 3,499	$1,155	$347	$3,340
	3,500 - 4,999	$2,021	$606	$5,844
	5,000 - 9,999	$2,886	$866	$8,349
	10,000 - 19,999	$5,772	$1,732	$16,697
	20,000 - 29,999	$11,544	$3,463	$33,394
	30,000 - 39,999	$17,316	$5,194	$50,091
	40,000 - 49,999	$23,088	$6,925	$66,788
	> 49,999	$28,860	$8,656	$83,485

Copies of the Fire Rescue Assessment Ordinance (Ordinance No. 2002/003), the Amended and Restated Initial Assessment Resolution (Resolution No. 2022/121), the Amended and Restated Final Assessment Resolution (Resolution No. 2022/157), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Fire Rescue Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office in City Hall, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem property tax bill which will be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission's action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the Customer Service Department at (954) 480-4279, Monday through Friday between 9:00 a.m. and 5:00 p.m.

HEATHER MONTEMAYOR, CITY CLERK
DEERFIELD BEACH, FLORIDA

APPENDIX "C" - ASSESSMENT ROLL

Owner	Address	Parcel ID#	Amount
CREARY, ERROL DUNBAR-CREARY, CLAUDINE	7791 NW 20 CT	4941 27 24 0590	$1,218.85
GOMEZ, MARIE	6440 NW 24 ST	4941 27 04 0180	$4,413.83
MATHURIN, MARGUERITE	6200 NW 19 ST	4941 35 05 1360	$457.86
			$6,090.54

DR-408A
N. 02/91

FLORIDA
DEPARTMENT OF REVENUE

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of _____, located in _____ County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____ , _____ .
year

_____
Chairman of the Board or authorized agent

of _____
Name of local government

_____ County, Florida

CITY CLERK
CITY OF SUNRISE
2025 JUL -9 PM 12:22

SUNRISE, FLORIDA

RESOLUTION NO. 25-114

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, ESTABLISHING THE TOTAL SUM OF THE NUISANCE ABATEMENT ASSESSMENTS; SETTING THE AMOUNT ASSESSED AGAINST EACH AFFECTED PARCEL OF PROPERTY FOR THE PERIOD BETWEEN JUNE 1, 2024 THROUGH MAY 31, 2025 WITH INTEREST CALCULATED THROUGH OCTOBER 31, 2025; ESTABLISHING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise, Florida adopted Ordinance No. 544, as amended, authorizing the imposition and collection of unpaid assessed amounts for nuisance abatement against property throughout the City; and

WHEREAS, pursuant to Section 9-33.02 of the City of Sunrise Code of Ordinances, the City utilizes the uniform method of levy, collection and enforcement of the assessment, as authorized by Chapter 197, Florida Statutes; and

WHEREAS, Section 9-33.02 of the City of Sunrise Code of Ordinances authorizes the annual collection of total unpaid assessed amounts for nuisance abatement against each assessed parcel of property.

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

Section 1. The total unpaid assessment amounts for nuisance abatement to be paid through levy and collection against the schedule of assessed properties within the City is $6,090.54.

Section 2. In accordance with Section 9-33.02 of the City of Sunrise Code of Ordinances, as amended, and general law, properties are assessed for those unpaid assessments for the period of June 1, 2024 through May 31, 2025, in the following schedule.

CERTIFICATION
I certify this to be a true and correct copy of the original document on file at Sunrise City Hall.
Witness my hand and official seal of the City of Sunrise, Florida this 9th day of July, 2025.
Felicia M. Bravo, Sunrise City Clerk

CITY OF SUNRISE CORPORATE SEAL 1961 A MUNICIPAL CORPORATION FLORIDA

Schedule of Assessed Properties:

Owner	Address	Parcel ID #	Amount
CREARY, ERROL			
DUNBAR-CREARY, CLAUDINE	**7791 NW 20 CT**	**4941 27 24 0590**	**$1,218.85**
GOMEZ, MARIE	**6440 NW 24 ST**	**4941 27 04 0180**	**$4,413.83**
MATHURIN, MARGUERITE	**6200 NW 19 ST**	**4941 35 05 1360**	**$ 457.86**

TOTAL: $6,090.54

Section 3. The assessments shall be billed and collected as provided in Section 9-33.02 of the City of Sunrise Code of Ordinances, as amended, and shall be the assessed amounts unless and until modified by Resolution.

Section 4. The City Commission shall conduct a public hearing at 5:00 p.m. on September 15, 2025, to receive public comments on the proposed assessments. This Public Hearing will be held in the City Commission Chambers located at City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

The City Commission will be meeting in-person. The public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Members of the public attending the meeting by telephone can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

Any interested person who needs more information, or those with questions, may contact the Finance & Administrative Services Department via telephone to (954) 746-3217, via e-mail to financeadminservicesdirector@sunrisefl.gov, or via mail to 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family, or income status.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

Section 5. All other provisions of the assessment process are ratified and confirmed.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 8TH DAY of JULY, 2025.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: SCUOTTO
SECOND: KERCH

CLARKE: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Thomas P. Moss

CITY OF SUNRISE CORPORATE SEAL 1961 A MUNICIPAL CORPORATION FLORIDA

CITY CLERK
CITY OF SUNRISE

13 JAN -2 PM 4:09

SUNRISE, FLORIDA

ORDINANCE NO. 544-12-A

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 9 "NUISANCES*;" ARTICLE III "PROPERTY MAINTENANCE;" SECTION 9-33.01 "NOTICE OF ASSESSMENT;" BY AMENDING THE CONTENTS OF THE NOTICE OF ASSESSMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City enacted Section 9-33.01, of the Code of Ordinances in order to provide notice to property owners that a special assessment was being imposed upon their properties for nuisance abatement costs expended by the City; and

WHEREAS, City staff has determined that the date provided in Section 9-33.01 may be confusing to property owners and is administratively inconvenient; and

WHEREAS, the City wishes to amend the notice of assessment provision to provide a different cut-off date for payment of the special assessment prior to it being placed upon the tax roll.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That section 9-33.01 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Section 9-33.01. Notice of assessment.

* * *

The notice of assessment shall set forth the following:

* * *

(3) The intent of the city to place the assessment on the tax roll as a non-ad valorem assessment if not paid by the following June 30 ~~December 1~~.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Inclusion in the City Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 13TH DAY OF NOVEMBER, 2012.

PASSED AND ADOPTED upon this second reading this 28TH DAY OF DECEMBER, 2012.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	SCUOTTO	MOTION:	ROSEN
SECOND:	ROSEN	SECOND:	SCUOTTO
ALU:	ABSENT		
ROSEN:	YEA	ROSEN:	YEA
SCUOTTO:	YEA	SCUOTTO:	YEA
SOFIELD:	YEA	SOFIELD:	YEA
RYAN:	ABSENT	RYAN:	YEA

Approved by the City Attorney
As to Form and Legal Sufficiency.

for
Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
11 DEC 14 AM 10:19

SUNRISE, FLORIDA

ORDINANCE NO. 544

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, PERTAINING TO PROPERTY MAINTENANCE, AMENDING CHAPTER 9, NUISANCES, AMENDING SECTION 9-33 OF THE SUNRISE CODE OF ORDINANCES AUTHORIZING THE IMPOSITION AND LEVY OF SPECIAL ASSESSMENTS FOR NUISANCE ABATEMENT; CREATING SECTION 9-33.01 TO PROVIDE FOR NOTICE OF ASSESSMENT; CREATING SECTION 9-33.02 TO ESTABLISH THE CITY AS A SPECIAL ASSESSMENT DISTRICT; AUTHORIZING THE LEVY OF NON-AD VALOREM ASSESSMENTS IN CONNECTION WITH VIOLATIONS OF CHAPTER 9; PROVIDING FOR THE COLLECTION OF NON-AD VALOREM ASSESSMENTS; AUTHORIZING AGREEMENTS WITH THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AUTHORIZING AND REQUIRING THE ADOPTION OF A RESOLUTION REGARDING THE CITY'S USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS; PROVIDING FOR ANNUAL NON-AD VALOREM ASSESSMENT ROLLS; PROVIDING TRANSITION PROVISIONS AND RATIFYING ASSESSMENTS TO RECOVER COSTS INCURRED BY THE CITY TO REMEDY VIOLATIONS PRIOR TO THE ORDINANCE'S ENACTMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 9 of the Sunrise Code of Ordinances currently provides the City an abatement procedure for nuisances determined to exist by the code enforcement division; and

WHEREAS, the City has the right to record and enforce a lien in the event an owner of property fails or refuses to pay

underscored words are additions for 1st reading
~~scored-through~~, **double-underscored and bold words are additions for 2nd reading**

the full amount incurred by the City in abating a nuisance on his or her property; and

WHEREAS, the City has the authority to use the uniform method for the levy, collection and enforcement of non-ad valorem assessments as set forth in Chapter 197, Florida Statutes; and

WHEREAS, if not timely paid, the non-ad valorem assessment for the abatement of a nuisance of real property will be included on the property owner's tax bill, to be paid at the same time as annual ad valorem taxes are paid; and

WHEREAS, if the non-ad valorem assessment is not timely paid, a lien may also be recorded against the subject property; and

WHEREAS, the City Commission now intends to amend its Code of Ordinances to (i) provide for assessment of property where the City abates the nuisance and (ii) authorize the use of the uniform method for the imposition and collection of non-ad valorem assessments against those properties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of the Ordinance.

Section 2. Chapter 9 of the Sunrise Code of Ordinances, "Nuisances," Article III, "Property Maintenance," Section 9-33, "Abatement Procedures," is hereby amended as set forth below:

(5) Special assessment imposed. If the owner fails or refuses to pay the full amount due, the costs incurred by the City may be assessed against the property as authorized by Section 9-33.02. All assessments shall be paid in full no later than the close of City business on the twenty-first day after the property owner has received notice of the assessment. Thereafter, the unpaid amount of the assessment will accrue interest at the maximum rate allowed by law.

Section 3. Chapter 9 of the Sunrise Code of Ordinances, "Nuisances," Article III, "Property Maintenance," is hereby amended to create Section 9-33.01, to provide as follows:

9-33.01. Notice of assessment. Upon completion of the abatement of a nuisance undertaken by the City, the City shall notify in writing the property owner that a special assessment has been imposed on the property. The notice shall be delivered to the owner, and, if applicable, the agent, custodian, lessee

underscored words are additions for 1st reading
~~scored-through~~, **double-underscored and bold words are additions for 2nd reading**

or occupant in the manner set forth for delivery of the notice of violation in section 9-33.

The notice of assessment shall set forth the following:

(a) A description of the violation, a description of the actions taken by the City to abate the nuisance, and the fact that the property has been assessed for the costs incurred by the City in abating the nuisance;

(b) The aggregate amount of such costs and an itemized list of such costs.

(c) The intent of the City to place the assessment on the tax roll as a non-ad valorem assessment if not paid by the following December 1.

(d) The potential for the property to be subject to the sale of a tax certificate, bearing interest by law at a rate as high as 18% per annum, if the non-ad valorem assessment is not paid as part of the tax bill on the property.

(e) The potential for the property to be sold and conveyed by tax deed if the tax certificate is not redeemed by payment of the non-ad valorem assessment in full, plus interest, as required by Florida law.

underscored words are additions for 1st reading
~~scored-through~~, **double-underscored and bold words are additions for 2nd reading**

Section 4. Chapter 9 of the Sunrise Code of Ordinances, "Nuisances," Article III, "Property Maintenance," is hereby amended to create Section 9-33.02, to provide as follows:

9-33.02 Assessments for abatement of nuisances.

(a) Establishment of special assessment district. The City of Sunrise in its entirety, as its City boundaries exist of the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a special assessment district for the purposes of abating nuisances prohibited by this article. Individual properties within the City's boundaries, as they may exist from time to time, may be assessed for the costs incurred by the City in abating nuisances prohibited by this article.

(b) Levy of non-ad valorem assessments. There is hereby levied, and the City Commission is authorized to levy from time to time, a non-ad valorem assessment against each and every property in the City (i) on which there occurs or has occurred a violation of this article, (ii) the City undertakes or has undertaken action pursuant to this article to abate the nuisance

underscored words are additions for 1st reading
~~scored-through~~, **double-underscored and bold words are additions for 2nd reading**

and, thereby, incurs or has incurred costs, and (iii) the property owner fails or refuses or has failed or refused, for whatever reason, to pay timely the amount owed to the City under this Article for the costs incurred by the City in carrying out such abatement.

(c) The assessment for the abatement of a nuisance shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the nuisance abatement assessment shall be deemed perfected upon adoption by the City Commission of its annual resolution and shall attach to the property included on the assessment roll as of the prior January 1, the lien date for ad valorem taxes.

(d) Collection of non-ad valorem assessments. The City Commission elects to use the uniform method to impose and collect non-ad valorem assessments against properties on which nuisances occur or have occurred.

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~~scored-through~~, **double-underscored and bold words are additions for 2nd reading**

The non-ad valorem assessments collected pursuant to this section will be included in the combined notice of ad valorem taxes and non-ad valorem assessments as provided in section 197.3635, Florida Statutes. Non-ad valorem assessments collected pursuant to this section are subject to all collection provisions in section 197.3632, Florida Statutes, including provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for nonpayment.

(e) Agreement to reimburse the Broward County Property Appraiser and the Broward County Tax Collector. In order to utilize the uniform method for the levy, collection, and enforcement of the non-ad valorem assessments, the City is authorized to enter into a written agreement with the Broward County Property Appraiser and the Broward County Tax Collector for the reimbursement of their costs incurred in the administration and collection of the non-ad valorem assessments levied under this section.

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~~scored-through~~, **double-underscored and bold words are additions for 2nd reading**

(f) Adoption of resolution. The City Commission will adopt a resolution at a public hearing prior to January 1, 2012 or if agreed by the property appraiser, tax collector, and the City by March 1, 2012, in accordance with section 197.3632(3)(a), Florida Statutes, which resolution shall provide the following:

1) The City's intent to use the uniform method of collecting non-ad valorem assessments.

2) The City's need for the imposition of the non-ad valorem assessments.

3) The entire City is declared a special assessment district, with individual properties being subject to the non-ad valorem assessment from time to time if and when violations of this article occur.

4) Publish in a newspaper of general circulation once a week for four (4) weeks preceding the hearing of the boundaries of the local government of the properties subject to levy.

5) The City shall send a copy of the Resolution by

underscored words are additions for 1st reading
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January 10, 2012 or March 10, 2012 if agreed by the property appraiser, tax collector and the City.

The City shall comply with all statutory notice prerequisites set forth in Section 197.3632, Florida Statutes.

(g) Annual non-ad valorem assessment roll. Each year the City Commission will approve a non-ad valorem assessment roll at a public hearing between January 1 and September 15. The non-ad valorem assessment roll will be comprised of properties that have had levied against them non-ad valorem assessments under this section, and such assessments have not otherwise been paid in full prior to approval of the roll.

The Finance Director is authorized and directed each year (i) to prepare the notice that must be provided as required by Section 197.3632(4)(b), Florida Statutes, and (ii) to prepare and publish the newspaper notice required by Section 197.3632(4)(b), Florida Statutes.

The notice to be sent by first-class mail will be sent to each person owning property that will be on the

underscored words are additions for 1st reading
~~scored-through~~, **double-underscored and bold words are additions for 2nd reading**

non-ad valorem assessment roll and will include the following:

(1) The purpose of the assessment.

(2) The total amount to be levied against the parcel, which includes the actual costs incurred by the City;

(3) A statement that failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title;

(4) A statement that all affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of the notice; and

(5) The date, time and place of the hearing.

Section 5. Non-ad valorem assessments to recover actual costs incurred by the City in abating nuisances pursuant to this article prior to the effective date of this ordinance may be levied against the affected properties, and, if not timely paid in full, may be placed on a non-ad valorem assessment roll at the next available opportunity. All actions taken by City

underscored words are additions for 1st reading
~~scored-through,~~ **double-underscored and bold words are additions for 2nd reading**

officials and employees to that end are ratified and confirmed herewith.

Section 6. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section ~~6~~**7**. Severability. Should any provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section ~~7~~**8**. Inclusion in Code. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Sunrise Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to accomplish such intentions.

Section ~~8~~**9**. Effective Date. This Ordinance shall be

underscored words are additions for 1st reading
~~scored-through~~, **double-underscored and bold words are additions for 2nd reading**

effective immediately upon passage by the City Commission on second reading.

PASSED AND ADOPTED upon first reading this 8TH day of NOVEMBER, 2011.

PASSED AND ADOPTED upon second reading this 13TH day of DECEMBER, 2011.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	ALU	MOTION:	ALU
SECOND:	SOFIELD	SECOND:	SCUOTTO
ALU:	YEA	ALU:	YEA
ROSEN:	ABSENT	ROSEN:	YEA
SCUOTTO:	ABSENT	SCUOTTO:	YEA
SOFIELD:	YEA	SOFIELD:	YEA
RYAN:	YEA	RYAN:	YEA

Approved by the City Attorney
As to Form and Legal Sufficiency.

Kimberly A. Kisslan

underscored words are additions for 1st reading
~~scored-through~~, **double-underscored and bold words are additions for 2nd reading**

CITY CLERK
CITY OF SUNRISE
11 DEC 15 AM 11:49

SUNRISE, FLORIDA

RESOLUTION NO. 11-177

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, PERTAINING TO THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR NUISANCE ABATEMENT; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise, Florida adopted Ordinance No. 544 on December 13, 2011, which imposed a special assessment on all property on which the City has expended costs to abate a nuisance; and

WHEREAS, Section 9-33, of the Sunrise Code of Ordinances authorizes the City to abate nuisances on lots, parcels, and tracts within the City caused by the accumulation of refuse and debris, grass or weed growth or other improper maintenance on property; and

WHEREAS, the lots, parcels and tracts on which nuisances have been or will be abated by the City have received or will receive special benefits and have benefited or will benefit from the abatement of such nuisances in a manner greater than other properties within the City; and

WHEREAS, when nuisances are abated pursuant to Section 9-33, the property owners are required to reimburse the City for the costs associated therewith, and such owners have failed and refused to reimburse the City as required; and

WHEREAS, in order to collect the costs and expenses not timely paid by property owners, the City determines that it is fair and equitable to levy a non-ad valorem assessment to reimburse the City for the costs and expenses incurred when the City abates a nuisance on property within the City; and

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by including such assessments on the tax bills issued for the collection of ad valorem taxes; and

WHEREAS, the City determines that the use of the uniform method of collecting non-ad valorem assessments will result in the efficient and effective collection of the costs and expenses that have been paid by the City for the abatement of the nuisance, but not timely reimbursed by the property owner.

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

Section 1. The City of Sunrise intends to use, and hereby authorizes the City Manager and City Attorney to take all actions required to utilize the uniform method of collecting non-ad valorem assessments as provided in Section 197.3632, Florida Statutes, for collecting all unpaid nuisance abatement costs and expenses levied pursuant to Section 9-33.02, Sunrise Code of Ordinances.

Section 2. The City intends to use and will continue to use, year-to-year, the uniform method of collecting non-ad valorem assessments for nuisance abatement until otherwise discontinued by the City.

Section 3. The City has determined that a non-ad valorem assessment for the costs and expenses incurred for nuisance abatement is necessary in order to financially enable the City to continue to abate nuisances on properties within the City.

Section 4. The City, in its entirety, as its boundaries exist on the effective date of this Resolution and as they may be expanded or contracted from time to time, is declared a special assessment district for the purpose of collecting unpaid costs and expenses incurred by the City for nuisance abatement. Properties may be assessed in the future years for the costs and expenses of nuisance abatement and shall likewise have their respective assessments collected by the uniform method of collection (unless the assessments are paid timely before the non-ad valorem assessment roll is certified to the Tax Collector for collection), and for that purpose the City shall place the folio number of such properties on its non-ad valorem assessment roll each year that the assessments are outstanding and unpaid.

Section 5. Pursuant to the requirements of Section 197.3632(3)(a), Florida Statutes, prior to the adoption of this

Resolution, the City held a public hearing that was advertised weekly in the *Sun-Sentinel*, a newspaper of general circulation, for four (4) consecutive weeks prior to the public hearing.

Section 6. Each non-ad valorem assessment imposed by the City pursuant to Ordinance No. 544 and this Resolution shall be included in the assessment roll that will be adopted by the City and Certified by the City Manager prior to September 1, 2012 and each year thereafter.

Section 7. The City Clerk is hereby directed to send a certified copy of this Resolution to the Broward County Property Appraiser, the Broward County Tax Collector, and the Florida Department of Revenue by January 10, 2012.

Section 8. All resolution or parts of resolutions in conflict with this Resolution are hereby rescinded to the extent of such conflict.

Section 9. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 13TH day of DECEMBER, 2011.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION:	ALU
SECOND:	ROSEN

ALU:	YEA
ROSEN:	YEA
SCUOTTO:	YEA
SOFIELD:	YEA
RYAN:	YEA

Approved by the City Attorney
as to Form and Legal Sufficiency. for
Kimberly A. Kisslan

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Amendment

Item Number: 10D **Meeting Date:** 9/15/2025

City Reference Number (C#): C25112

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Ordinance No. 715-X, as Amended; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Jami Ketchup, Director of Human Resources. (First Reading CCM 8/12/2025 Passed 3-0 Ryan, Scuotto absent).

Funding:
N/A

Amount:
Not to exceed FY 2024/2025 approved budget.

ATTACHMENTS:

ATY Ordinance - C25112

Legal Ad

Background:
This proposed amendment updates Section G(1) “Sick and Annual Leave Pay Accumulation” in City of Sunrise Ordinance 715-X. Staff recommends that positions designated under Police and Fire Executive Management and Deputy Department Directors be designated the option to receive a cash payment for up to 100 hours of accrued annual leave exceeding the applicable annual leave cap, at 100% of their hourly rate. Payout would occur at the end of the fiscal year, in coordination with the Senior Management payout schedule.

This request is being made because employees in these positions are critical to the organization and it is challenging for them to take time off from their positions due to the level of responsibility that they have within their respective departments. The addition of this sell-back provision will help to ensure that department leaders do not lose their accrued leave when they exceed the maximum accrual for annual leave at the end of the fiscal year.

It is recommended that the City Commission approve the aforementioned 715-X modification to the Annual Leave payouts for Police and Fire Executive Management personnel and Deputy Department Directors, as presented.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup Phone: 954-838-4522

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING ORDINANCE NO. 715-X, AS AMENDED; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to amend certain provisions Ordinance No. 715-X to provide for Annual Leave payouts to Police and Fire Executive Management personnel, as well as deputy department directors.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clause is hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That Section G(1) of Ordinance No. 715-X, as amended, "Sick and Annual Leave Pay Accumulation," is hereby amended as follows:

G. Sick and Annual Leave Pay Accumulation. Usage and pay out of sick and annual leave pay will be as provided below.

(1) Annual Leave - Annual leave may be taken as it is earned. A carryover of annual leave is permitted, however, no employee shall be permitted to accumulate more than 360 hours of annual leave as of October 1 of each year. Should any employee covered by this ordinance request annual leave and said request is denied by the employee's supervisor, due to pressing City business requiring the employee to be at work, then such employee may accrue annual leave in excess of 360 hours until the end of the next fiscal year. Charter officers may accrue annual leave in excess of the applicable leave cap until the end of the next fiscal year. Charter officers, department directors, persons who have acted as department directors during the fiscal year, the assistant to the city manager; and the management and budget director will be allowed the option of receiving a cash payment of 100% for up to 250 annual leave hours accrued in excess of the applicable annual leave cap, (plus the equivalent of any sick leave conversion earned; the conversion to be determined at the beginning of the following fiscal year, as of end of payroll fiscal year; the city attorney may convert the unused portion of annual sick leave earned in excess of 720 hours of accumulated sick leave). Positions designated under Police and Fire Executive Management, as well as deputy department directors, shall have the option to receive a cash payment for up to 100 hours

underscored text are additions

of accrued annual leave exceeding the applicable annual leave cap, at 100% of their hourly rate. With respect to accumulated annual leave, upon separation from the City, an employee will be paid for unused annual leave at the current rate.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 12TH DAY OF AUGUST, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	GUZMAN	MOTION:	_____
SECOND:	CLARKE	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	ABSENT	SCUOTTO:	____
RYAN:	ABSENT	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions

SUN-SENTINEL

Sold To:
City Of Sunrise - CU00112333
10770 W. Oakland Park Boulevard, 4th floor - City Clerk
Sunrise,FL 33351

Bill To:
City Of Sunrise - CU00112333
10770 W. Oakland Park Boulevard, 4th floor - City Clerk
Sunrise,FL 33351

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Sep 05, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: September 08, 2025.

LeAnne Rollins

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: LLawrence@sunrisefl.gov
7862545

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

September 15, 2025, at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on September 15, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C25178

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE" BY AMENDING ARTICLE V "DISTRICT REGULATIONS," SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO AUTHORIZE REQUESTS FOR REDUCED MINIMUM FLOOR AREA FOR CERTAIN AFFORDABLE HOUSING PROJECTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C25184

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25112

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING ORDINANCE NO. 715-X, AS AMENDED; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25169

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDMENT TO THE UNIFORM SIGNAGE PLAN FOR THE SAWGRASS MILLS MALL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.

gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the September 15, 2025 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.
9/5/2025 7862545

Order # - 7862545

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Amendment

Item Number: 10E **Meeting Date:** 9/15/2025

City Reference Number (C#): C25184

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Fiscal Year 2024/2025 Budget Ordinance No. 709; Amending the General Fund (001); providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services. (First Reading CCM 8/12/2025 Passed 3-0 Ryan, Scuotto absent).

Funding:
See Attachment

Amount:
See Attachment

ATTACHMENTS:

ATY Ordinance - C25184
Exhibit A

Background:
This item amends the FY 2024/2025 Budget as follows:

General Fund 001
A: This item recognizes the appropriation of fund balance in the amount of $1,349,480 and transfers funding to the appropriate account to support the Automated License Plate Reader (ALPR) Program Deployment project. The appropriation of the funding for this project will include the planning, engineering, procurement, installation, integration, and support of a CJIS-compliant fixed ALPR solution for a 2 year period.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kareyann Ashworth Phone: 954-746-3220

Department Head Name and Title:
Susan Nabors, Finance and Administrative Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Fiscal Year 2024/2025 Budget Ordinance No. 709 is hereby amended to revise the General Fund (001), as more particularly set forth in the revised budget sheet, which is attached to and made a part of this Ordinance as Exhibit A.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 12TH DAY OF AUGUST, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	GUZMAN	MOTION:	_____
SECOND:	CLARKE	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	ABSENT	SCUOTTO:	____
RYAN:	ABSENT	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BUDGET AMENDMENT
GENERAL FUND
FUND 001

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
A	00.00.389.389900	FROM FUND BALANCE	1,137,400	7,463,400	1,349,480	0	8,812,880
		TOTAL FUND REVENUES	**184,750,860**	**194,091,439**	**1,349,480**	**0**	**195,440,919**
	EXPENDITURES						
A	21.12.521.503407	SOFTWARE SUPPORT	0	0	203,560	0	203,560
A	21.12.521.503420	MISC CONTRACT SERVICES	1,706,690	1,715,690	317,450	0	2,033,140
A	21.12.521.505206	NON-CAPITAL EQUIP AND PARTS	51,280	115,050	828,470	0	943,520
		TOTAL FUND EXPENDITURES	**184,750,860**	**194,091,439**	**1,349,480**	**0**	**195,440,919**

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Amendment

Item Number: 10F **Meeting Date:** 9/15/2025

City Reference Number (C#): C25178

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 16 “Land Development Code” by Amending Article V “District Regulations,” Section 16-101 “Planned Unit Development (PUD) District” to authorize requests for reduced minimum floor area for certain affordable housing projects; providing for conflict; providing for severability; providing for inclusion in the city code; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (First Reading CCM 8/12/2025 Passed 3-0 Ryan, Scuotto absent).

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25178
Display Ad
Legal Ad

Background:
The City has established the Planned Unit Development (PUD) and Planned Development District (PDD) to encourage new development and redevelopment. These districts allow for project specific design standards through a rezoning process to create high-quality site plans.

Affordable housing projects processed under the Live Local Act are required to follow the base standards of the PUD zoning district. Projects processed per the Live Local Act are exempt from the rezoning process and therefore, are not eligible to request project specific design standards. These projects can still qualify for affordable housing waivers for some design standards as prescribed within the PUD district, such as reduced parking and other specific standards, if justification is provided and a commitment to keep the units affordable (for households earning no more than 80% of the area median income) for at least 30 years.

Minimum floor area requirements have been identified as a potential barrier to affordable housing projects within the PUD and it is recognized that certain allowances are necessary to promote the provision of affordable housing.

This proposed amendment to the City of Sunrise Land Development Code provides the opportunity for affordable housing projects to request up to a 15% reduction in the minimum unit size (floor area). Currently, only projects processed through the full PUD rezoning process can request smaller unit sizes through project specific design standards.

The proposed Land Development Code amendment is consistent with the Goals, Objectives and Policies of the City's adopted Comprehensive Plan and necessary for the preservation of the public health, safety, and welfare of the City's residents.

For more information on this item, please contact the Community Development Department staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Shannon Ley Phone: 954-746-3288

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE" BY AMENDING ARTICLE V "DISTRICT REGULATIONS," SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO AUTHORIZE REQUESTS FOR REDUCED MINIMUM FLOOR AREA FOR CERTAIN AFFORDABLE HOUSING PROJECTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida law provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Sunrise is located within Broward County, one of the most cost-burdened counties in the United States for housing; and

WHEREAS, the City Commission wishes to provide for the housing needs of the City's residents, including the promotion of fair housing for everyone; and

WHEREAS, the City codified Affordable Housing Waivers within the Planned Unit Development (PUD) district, Section 16-101 of the Code of the City of Sunrise, Florida; and

WHEREAS, City staff have identified minimum floor area requirements as a potential limiter to affordable housing projects within the Planned Unit Development (PUD) district; and

WHEREAS, the City recognizes certain allowances are necessary to promote the provision of affordable housing; and

WHEREAS, the City's Local Planning Agency has reviewed this Ordinance and recommended its approval to the City Commission; and

WHEREAS, the City Commission held a public hearing, at which all members of the public so desiring had an opportunity to be heard; and

WHEREAS, the City Commission finds that adopting this Ordinance as set forth herein is consistent with and furthers the City's Comprehensive Plan and other applicable law relating to land use planning and development and growth management and is necessary for the preservation of the public health, safety and welfare of the City's residents.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Incorporation of Recitals. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That section 16-101 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Section 16-101. – Planned unit development (PUD) district.

* * *

(d) Development Standards. All development in the PUD shall comply with the development standards contained in this subsection. However, an applicant requesting a rezoning to PUD may propose alternative development standards to those contained in this subsection as part of the PUD design guidelines of the uniform control document submitted with the rezoning application. An applicant may propose alternative development standards for other sections of the Code that are applicable to the development in the PUD. Alternative development standards are subject to City Commission approval and shall supersede the development standards contained in this subsection and the Code. Any development standard in the Code not specifically listed below or modified by the approved PUD alternative development standards shall be applied in accordance with the Code.

* * *

(8) *Minimum floor area requirements.* The minimum floor area per dwelling unit shall be as follows:

Single-family unit .....1,650 square feet for a three bedroom unit

Efficiency unit .....700 square feet

One bedroom multifamily, two-family, townhouse, villa .....700 square feet

Two bedroom multifamily, two-family, townhouse, villa .....1,000 square feet

Each additional bedroom (multifamily, two-family, townhouse, villa) .....175 square feet

* * *

(15) *Affordable Housing Waivers.* In order to facilitate the production of affordable housing for very low income households and/or low income households, the department may waive any and all requirements established by the following sections; sections 16-101(e)(8), 16-142(b)(1), 16-169, and 16-192(d)(4). The applicant may propose parking that does not meet minimum Code requirements as a waiver, in which case the applicant shall submit a parking study, prepared by a registered traffic engineer. At a minimum, the parking study shall include the number of proposed parking spaces, public transit ridership statistics, and justification for any deviations from the requirements of Article VII of this Code for off-street parking and loading. The study shall be reviewed and approved by the director of community development or his/her designee. <u>The applicant may request up to a fifteen (15) percent reduction in the minimum floor area requirements identified in section 16-101(d)(8).</u> All waiver requests must include a justification for the need to facilitate the production of affordable housing units. Such waivers shall be given only for projects which the property is located within one-third (⅓) of a mile from an existing Broward County Transit bus stop and include rental or sales restrictions and monitoring provisions to that ensure that all of the units will be reserved for very low income and/or low income households for at least thirty (30) years. Such restrictions must be reviewed and approved by the Department prior to waiver approval. For the purpose of this subsection, the terms "very low income" and "low income" shall have the meaning defined as: very low income is thirty-one (31) to fifty (50) percent area median income and low income is fifty-one (51) to eighty (80) percent of area median income.

* * *

<u>Section 3. Conflict</u>. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

<u>Section 4. Severability</u>. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

<u>Section 5. Inclusion in the Code</u>. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

<u>Section 6. Effective Date</u>. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 12TH DAY OF AUGUST, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	GUZMAN	MOTION:	_____
SECOND:	CLARKE	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	ABSENT	SCUOTTO:	____
RYAN:	ABSENT	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions

SUNRISE CITY CODE
NOTICE OF PROPOSED AMENDMENT

The City of Sunrise proposes to adopt by ordinance the following amendment to Chapter 16 "Land Development Code:"

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE" BY AMENDING ARTICLE V "DISTRICT REGULATIONS," SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO AUTHORIZE REQUESTS FOR REDUCED MINIMUM FLOOR AREA FOR CERTAIN AFFORDABLE HOUSING PROJECTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission, in its capacity as the Local Planning Agency, will be conducting a public hearing on this proposed ordinance on Tuesday, August 12, 2025 commencing at 4:45 p.m. in the Sunrise City Hall Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor - Sunrise, Florida 33351, in order to make recommendations to the local governing body (City Commission) regarding the proposed amendment. Upon the close of the Local Planning Agency hearing, a public hearing will be held by the Sunrise City Commission on Tuesday, August 12, 2025 commencing at 5:00 p.m. in the Sunrise City Hall Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor - Sunrise, Florida 33351.

The City Commission and the Local Planning Agency will be meeting in-person. The public may attend and participate in the meetings in person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. **Dial in number: (954) 395-2401**
b. **Access Code: 368262**

Attendees can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

The proposed Ordinance may be inspected at the Community Development Department, 10770 West Oakland Park Boulevard, 2nd Floor - Sunrise, Florida 33351, between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday (excluding City holidays), or requested via AskZoning@sunrisefl.gov.

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation. For additional information please contact the Community Development Department at (954) 746-3281 or email AskZoning@Sunrisefl.gov.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Section 286.0105, Florida Statutes.

SUN-SENTINEL

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10770 W. Oakland Park Boulevard, 4th floor - City Clerk
Sunrise,FL 33351

Bill To:
City Of Sunrise - CU00112333
10770 W. Oakland Park Boulevard, 4th floor - City Clerk
Sunrise,FL 33351

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Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Sep 05, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: September 08, 2025.

LeAnne Rollins

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: LLawrence@sunrisefl.gov
7862545

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

September 15, 2025, at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on September 15, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C25178

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE" BY AMENDING ARTICLE V "DISTRICT REGULATIONS," SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO AUTHORIZE REQUESTS FOR REDUCED MINIMUM FLOOR AREA FOR CERTAIN AFFORDABLE HOUSING PROJECTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C25184

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25112

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING ORDINANCE NO. 715-X, AS AMENDED; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25169

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDMENT TO THE UNIFORM SIGNAGE PLAN FOR THE SAWGRASS MILLS MALL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.

gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the September 15, 2025 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.
9/5/2025 7862545

Order # - 7862545

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Uniform Signage Plan

Item Number: 10G **Meeting Date:** 9/15/2025

City Reference Number (C#): C25169

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, adopting an amendment to the Uniform Signage Plan for the Sawgrass Mills Mall; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (First Reading CCM 8/12/2025 Passed 3-0 Ryan, Scuotto absent).

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25169

Exhibit A - Revised Uniform Signage Plan
Letter of Intent
Legal Ad

Background:
This is an application for a revision to the Sawgrass Mills Mall Uniform Signage Plan. Section 16-264 of the Land Development Code allows "uniform signage plans for certain developments and geographical areas in the City which, due to their nature, make it desirable to create a uniform signage plan governing special features, design characteristics, size, location and number of signs."

The proposed major revisions to the Uniform Signage Plan are as outlined below:

- Addition of new signage for new tenant, Tommy Bahama Restaurant and Bar, at Sawgrass Mills Mall as illustrated in the attached Exhibit A - Revised Uniform Signage Plan, more specifically on page 205 of 213.
- Addition of new signage for new tenant, CVI.CHE 105, at Sawgrass Mills Mall as illustrated in the attached Exhibit A - Revised Uniform Signage Plan, more specifically on pages 158 and 159 of 213.
- Revisions to Primary Entry Identity Signage at Sawgrass Mills Mall as illustrated in the attached Exhibit A - Revised Uniform Signage Plan, more specifically on pages 62 through 67 of 213.

The signs included in the proposed plan require separate building permits.

Staff completed an open building permit and code violation search. There is one City code violation and two active building code cases.

Staff finds this application meets all applicable Land Development Code requirements for approval of the Uniform Signage Plan. Therefore, staff recommends approval of this application.

For more information on this item, including any of the attachments or additional backup information, please contact the Community Development Department Staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Matt Goldstein Phone: 954-746-3291

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDMENT TO THE UNIFORM SIGNAGE PLAN FOR THE SAWGRASS MILLS MALL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Simon Property Group, L.P. has submitted a proposed amendment to the Uniform Signage Plan to add and revise signage for tenants at the Sawgrass Mills Mall, located at 12801 W. Sunrise Boulevard; and

WHEREAS, the City Commission approved a Uniform Signage Plan for Sawgrass Mills Mall by Ordinance No. 515 on June 8, 2010, which was subsequently amended by Ordinance No. 515-12-A, Ordinance No. 515-13-A, Ordinance No. 515-15-A, Ordinance No. 515-16-A, Ordinance No. 515-16-B, Ordinance No. 515-19-A, Ordinance No. 515-20-A, Ordinance No. 515-20-B, and Ordinance No. 515-23-A; and

WHEREAS, the City Commission finds and determines that the amendment to the Uniform Signage Plan for Sawgrass Mills Mall will provide project-identification signage, will enhance way-finding throughout the property, and will enhance the appearance of the site; and

WHEREAS, pursuant to Section 16-264 of the City Code, amendments to uniform signage plans must be approved by Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. An amendment to the Uniform Signage Plan for the Sawgrass Mills Mall is hereby approved and adopted. A copy of the amended Uniform Signage Plan is attached hereto and made a part of this Ordinance as Exhibit A.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 12TH DAY OF AUGUST, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	GUZMAN	MOTION:	_____
SECOND:	CLARKE	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	ABSENT	SCUOTTO:	____
RYAN:	ABSENT	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

SAWGRASS MILLS®

A SIMON CENTER

UNIFORM SIGNAGE PLAN : 2025

rsmdesign SIMON

Revised Date, May 1, 2025

LEGISLATIVE HISTORY

The original Sign Resolution dated 9-19-89 is listed as Resolution #89-275. The original Sign Resolution was subsequently amended by resolution or ordinance approved on a date certain as follows:

- Resolution 90-167 (approved 5-15-90)
- Resolution 91-15 (approved 1-29-91)
- Resolution 90-167-A (approved 3-26-91)
- Resolution 90-167-96-A (approved 11-12-96)
- Resolution 90-167-96-B (approved 11-26-96)
- Ordinance 402-98-I (approved 11-10-98)
- Ordinance 402-99-B (approved 2-9-99)
- Ordinance 402-99-E (approved 4-12-99)
- Ordinance 402-03-E (approved 9-15-03)
- Ordinance 402-05-C (approved 7/26/05)
- Ordinance 402-07-B (approved 3/29/07)

The Colonnade Outlets at Sawgrass Uniform Signage Plan (2005) was issued on July 26, 2005.

The City Commission approved a Uniform Signage Plan for the Sawgrass Mills Mall by Ordinance 515 (approved 6-8-10)

The Sign Resolution for Sawgrass Mills (2003, as amended) and The Colonnade Outlets at Sawgrass Uniform Signage Plan (2005) were incorporated into a single Master Uniform Signage Plan for Sawgrass Mills (2012) which was approved by the City Commission for the City of Sunrise, Florida, by Ordinance 515-12-A (approved 9-25-12).

The Master Uniform Signage Plan for Sawgrass Mills (2012) was subsequently amended by ordinance approved on a date certain as follows:

- Ordinance 515-13-A (approved 10-8-13)
- Ordinance 515-15-A (approved 10-13-15)
- Ordinance 515-16-A (approved 6-28-16)
- Ordinance 515-16-B (approved 11-22-16)
- Ordinance 515-19-A (approved 4-9-19)
- Ordinance 515-20-A (approved 5-26-20)
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Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
A1a	Primary Entry Aligator Feature	10	111	64	32.5	14'-6"	Remain
A1b	Primary Entry Monument Feature	6	430	430	225	10'-6"	Remain
A2a	Primary Vehicular Directional	7	168	168	94	10'-0"	Remain
A4a	Secondary Vehicular Directional	5	120	60	34	10'-0"	Remain
A5	Large Parcel Commercial ID Sign	27	72	48	40	7'	Remain
A6	Small Parcel Commercial ID Sign	20	30	18	15	6'	Remain
A7	Motorcoach Dropoff/ Pick up	4	6	2.25		1'5.5"	Remain
A8a	Valet Directional Sign	6	28	14	4	8'-0"	Remain
A19a	Surface Lot Area Identity	29	12	6	6	3'6"	Remain
A21	Sawgrass Mills Feature Corner Identity	1	1710	1710	308	38'0"	Remain
A22	District Identity	7	632	316	45	21'9"	Remain
A23	Parking Garage Identity	2	208	104	20	48'0"	Remain
A24	Parking Entry Idenity	3	77	77	58	12'9"	Remain
A25	Valet Entry Identity	2	16	16	16	12'0"	Remain
A26	Elevate Kiosk	10	66	33	28	8'0"	Remain
A27	Circulation Shelter	8	48	24	22	10'0"	Remain
A28a.1	Britewall Ad Panel (Garage)	1	465	465	420	15'0"	Remain
A28a.2	Britewall Ad Panel (Garage)	1	465	465	420	15'0"	Remain
A28a.3	Britewall Ad Panel (Garage)	1	180	180	154	15'0"	Remain
A28b.4	Britewall Ad Panel (Mall)	1	200	200	200	10'0"	Remain
A28b.5	Britewall Ad Panel (Mall)	1	200	200	200	10'0"	Remain
A28b.6	Britewall Ad Panel (Mall)	1	110	110	110	14'0"	Remain
A28b.7	Britewall Ad Panel (Mall)	1	303	303	303	11'4"	Remain
A29	Garage Car Counter	3	43	21.5	9	7'0"	Remain
A30	Colonnade Multi-Tenant Restaurant Sign	2	36	36	20.5	9'0"	Remain
B4.1	Primary Entry Identity Signs	1	130	130	73	4’9"	Updated
B4.2	Primary Entry Identity Signs	1	120	120	57	4’6"	Updated
B4.3	Primary Entry Identity Signs	1	180	180	95	6'4"	Remain
B4.4	Primary Entry Identity Signs	1	80	80	63	4'6"	Remain
B4.5	Primary Entry Identity Signs	1	168	168	80	5’3"	Updated
B4.6	Primary Entry Identity Signs	1	200	200	130	7'2"	Remain
B4.7	Primary Entry Identity Signs	1	376	376	221	11’4"	Updated
B4.8	Primary Entry Identity Signs	1	576	288	132	7'3"	Remove
B4.9	Primary Entry Identity Signs	1	200	200	117	6’6"	Updated
B4.10	Primary Entry Identity Signs	1	113	113	34	28’1”	New
B4.11	Primary Entry Identity Signs	1	37	37	4	9”	New
C1.1-n1	Burlington Coat Factory	1	122				Remain
C1.1-n2	Burlington Coat Factory	1	51			5'4"	Remain
C1.1-n3	Burlington Coat Factory	1	46			5'4"	Remain
C2.1-e1	Parking Deck (Tenant Signage)	1	500			10'	Remain

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FN3: Copy Area (s.f.) is represented **per side,** per sign

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
C2.1-e2	Parking Deck (Tenant Signage)	1	457.5			6'	Remain
C3.1-e4	Super Target	1	20			1'6"	Remain
C3.1-e5	Super Target	1	33			2'6"	Remain
C4.1-n1	Brandsmart USA	1	295			10'	Remain
C4.1-e1	Brandsmart USA	1	295			10'	Remain
C4.2-s3	Brandsmart USA	1	13.5			2'3"	Remain
C4.2-s4	Brandsmart USA	1	13.5			2'3"	Remain
C4.2-se1	Brandsmart USA	1	13.5			2'3"	Remain
C4.3-s1	Brandsmart USA	1	295			10'	Remain
C4.3-s2	Brandsmart USA	1	295			10'	Remain
C5.2-se1	Primark	1	195			5'	Remain
C5.2-se2	Primark	1	37			2'2"	Remain
C5.2-n1	Primark	1	82			3'3"	Remain
C5.2-n2	Primark	1	5.5			10"	Remain
C6.1-ne1	Bed Bath & Beyond	1	60			2'-6"	Remain
C6.1-ne2	Bed Bath & Beyond	1	160			4'	Remain
C6.1-sw1	Bed Bath & Beyond	1	8			2'	Remain
C7.1-n1	Marshalls	1	134			5'9"	Remain
C7.2-w1	Marshalls	1	134			5'9"	Remain
C7.3-s1	Marshalls	1	100			5'	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
C8a.1-nw1	Dick's Sporting Goods	1	16			3'1"	Remain
C9.2-se1	Entry 2 Tenant Signage	1	88			7'4"	Remain
C9.2-se2	Entry 2 Tenant Signage	1	88			7'4"	Remain
C9.2-se3	Entry 2 Tenant Signage	1	88			7'4"	Remain
C9.2-se4	Entry 2 Britewall Display	1	190			17'3"	Remain
C10a.1-n1	Century 21	1	154			7'5"	Remain
C10a.2-n2	Century 21	1	96			4'3"	Remain
C10a.3-w1	Century 21	1	446			10'2"	Remain
C10a.4-e1	Century 21	1	446			10'2"	Remain
C11.1-nw1	American Signature Furniture	1	181			5'8"	Remain
C11.1-nw2	American Signature Furniture	1	17			4'2"	Remain
C12.1-nw1	Nike Factory Store	1	24			1'6"	Remain
C12.1-nw2	Nike Factory Store	1	29.5			3'1"	Remain
C13.1-se1	Tenant	1	9			1'	Remain
C13.1-se2	Tenant	1	16			3'2"	Remain
C13.1-se3	Tenant	1	16			3'2"	Remain
C13.2-ne1	Tenant	1	9			1'	Remain
C13.2-e1	Tenant	1	9			1'	Remain
C13.2-e2	Tenant	1	24			4'	Remain
C13.2-se4	Tenant	1	224.5			5'6"	Remain

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Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
C14.1-e1	Lenscrafters	1	13			2'	Remain
C15.1-s1	Sunrise Police Substation	1	12			2'	Remain
C17.1-e1	Columbia	1	29			2'	Remain
C18.1-e1	Calvin Klein	1	36			2'6"	Remain
C18.1-e2	Calvin Klein	5	2.55			8"	Remain
C19.1-e1	Anchor D	1	100				Remain
C19.1-e2	Anchor D	1	100				Remain
C19.1-e3	Anchor D	1	100				Remain
C19.1-e4	Anchor D	1	100				Remain
C19.1-e5	Anchor D	1	100				Remain
C19.2-e6	Anchor D	1	100				Remain
C19.2-e7	Anchor D	1	100				Remain
C19.2-e8	Anchor D	1	100				Remain
C19.3-se1	Anchor D	1	100				Remain
C19.3-ne1	Anchor D	1	100				Remain
C19.3-ne2	Anchor D	1	20			2	Remain
C20.1-se1	HomeSense	1	144			12’0"	Remain
C20.1-se2	HomeSense	1	4			4’0”	Remain
C20.1-sw1	HomeSense	1	81			9’0"	Remain
C21.1-s1	Dunkin’ & Baskin Robbins	1	7.5			1’5”	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
C21.1-e1	Dunkin’ & Baskin Robbins	1	10			1’4"	Remain
D2a	Oasis Directory Sign	3	86	43	26	8'5"	Remain
D3a	Restroom Directional	1	8	4	0.5	1'2"	Remain
D3b	Restroom Directional	1	7	7	2.5	1'2"	Remain
D5a	ATM Sign	1	72	18	2	1'0"	Remain
D6	Freestanding Burlington Coat Factory Sign	1	252			14'	Remain
D7	Oasis Tenant Listing Sign	4	125	62.5	34.2	12'6"	Remain
D8	Oasis Valet Canopy Identity	2	729	96	96	20'3"	Remain
D9	Oasis Sawgrass Identity Sign	1	122.5	122.5	122.5	5'1"	Remain
D10	Wall Mounted Directory	1	37.5	37.5	26	8'5"	Remain
DT1	Tenant Illuminated Storefront Sign		120	120	120	12'0"	Remain
DT2	Tenant Illuminated Blade Sign		24	12	12	3'0"	Remain
DT5	Storefront Glass Sign					4"	Remain
DT6	Back Door and Service Door ID		0.5			6"	Remain
DT7	Store Number		0.22			10"	Remain
DT10.1-e1	Old Navy	1	125			6'5"	Remain
DT10.1-e2	Old Navy	1	125			6'5"	Remain
DT10.1-e3	Old Navy	10	0.56			5"	Remain
DT10.1-e4	Old Navy	8	0.47			4"	Remain
DT10.2-w1	Old Navy	1	100			5'-9"	Remain

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Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
DT11.1-nw1	Nordstrom Rack	3	100	100		10'	Remain
DT11.1-nw2	Nordstrom Rack	1	13.3			1'8"	Remain
DT11.2-n1	Nordstrom Rack	1	105			3'6"	Remain
DT11.2-n2	Nordstrom Rack	4	24			6'	Remain
DT11.2-n3	Nordstrom Rack	10	10			4'	Remain
DT11.3-w1	Nordstrom Rack	1	105			3'6"	Remain
DT11.3-w2	Nordstrom Rack	4	1			4"	Remain
DT11.3-w3	Off Broadway Shoe	1	288			4'	Remain
DT11.3-w4	Off Broadway Shoe	1	53			1'8"	Remain
DT11.3-w5	Off Broadway Shoe	1	24			8'	Remain
DT11.4-e1	Nordstrom Rack	1	743			25'	Remain
DT11.4-ne1	Nordstrom Rack	1	13.3			1'8"	Remain
DT11.4-e2	Off Broadway Shoe	1	125			4'	Remain
DT11.5-n1	Nordstrom Rack	1	47			2'6"	Remain
DT11.5-n2	Nordstrom Rack	1	15			3'0"	Remain
DT11.5-w1	Nordstrom Rack	1	47			2'6"	Remain
DT12.1-ne1	Cheesecake Factory	1	96			8'	Remain
DT12.2-e1	Cheesecake Factory	1	120			3'	Remain
DT12.2-e2	Cheesecake Factory	1	12			2'	Remain
DT12.3-w1	Cheesecake Factory	1	160			4'	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
DT12.4-n1	Cheesecake Factory	1	120			3'	Remain
DT12.5-nw1	Cheesecake Factory	1	80			4'	Remain
DT13.1-w1	California Pizza Kitchen						Removed
DT13.1-sw1	California Pizza Kitchen						Removed
DT13.1-e1	California Pizza Kitchen						Removed
DT13.2-nw1	California Pizza Kitchen						Removed
DT16.4-s1	True Food Kitchen	1	53			6'-10"	Remain
DT16.5-w1	True Food Kitchen	1	74			2'-4"	Remain
DT16.5-w2	True Food Kitchen	1	2.5			1'-3"	Remain
DT16.6-se1	True Food Kitchen	1	123			6'-5"	Remain
DT16.6-se2	True Food Kitchen	1	2.5			1'-3"	Remain
DT17.1-s1	Empty Tenant Space	1	96			13'6"	Remain
DT17.1-s2	Empty Tenant Space	1	24			10"	Remain
DT17.2-se1	Empty Tenant Space	1	31			5'4"	Remain
DT17.2-se2	Empty Tenant Space	2	15	7.5		10"	Remain
DT17.2-se3	Empty Tenant Space	2	15	7.5		3'	Remain
DT17.3-e1	Empty Tenant Space	1	152			4'	Remain
DT17.3-e2	Empty Tenant Space	1	24			10'	Remain
DT18.2-se1	Shake Shack	1	35			2'0"	Remain
DT18.2-se2	Shake Shack	1	4			2'0"	Remain

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Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
DT18.3-s1	Shake Shack	1	93			6'2"	Remain
DT18.3-s2	Shake Shack	1	35			2'0"	Remain
DT18.4-e1	Shake Shack	1	3			1'8"	Remain
DT18a.1-e1	Texas de Brazil	1	200			10'	Remain
DT18a.1-ne1	Texas de Brazil	1	200			10'	Remain
DT19.5-n1	Regal Cinema	1	533			41'9"	Remain
DT19.5-n3	Regal Cinema	1	24			4'	Remain
DT19.5-n4	Regal Cinema	1	10			4'	Remain
DT19.5-n5	Regal Cinema	1	15			4'	Remain
DT19.5-n6	Regal Cinema	1	11			4'	Remain
DT19.6-w1	Regal Cinema	1	81			9'	Remain
DT19.6-w2	Regal Cinema	1	130			4'	Remain
DT19.6-w3	Regal Cinema	1	327			12'9"	Remain
DT19.6-w4	Regal Cinema	1	327			12'9"	Remain
DT19.6-w5	Regal Cinema	1	62			3'6"	Remain
DT19.5-w6	Regal Cinema	1	11			4'	Remain
DT19.5-w7	Regal Cinema	1	15			4'	Remain
DT19.5-w8	Regal Cinema	1	24			4'	Remain
DT19.5-w9	Regal Cinema	1	10			4'	Remain
DT20.1-se1	Johnny Rockets	1	50.75			7'	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
DT20.6-se2	In The Game	1	84	84	84	6'5"	Remain
DT20.1-se5	Johnny Rockets	1	24			6'	Remain
DT20.1-se6	Johnny Rockets	1	24			6'	Remain
DT20.1-se7	In The Game	1	203			11'8"	Remain
DT20.5-w1	In The Game	1	66	66	66	3'2"	Remain
DT20.2-w2	Johnny Rockets	1	36			6'	Remain
DT20.2-sw1	Johnny Rockets	1	50.75			7'	Remain
DT20.2-sw2	Johnny Rockets	1	24			6'	Remain
DT20.3-nw2	Johnny Rockets	1	36			6'	Remain
DT20.4-nw1	In The Game	1	66	66	66	3'2"	Remain
DT21.1-se1	Yard House	1	56			5'	Remain
DT21.2-se2	Yard House	1	6			1'	Remain
DT21.3-se3	Yard House	1	7.5			2'8"	Remain
DT21.4-w1	Yard House	1	56			5'	Remain
DT21.5-w2	Yard House	1	7.5			2'8"	Remain
DT21.6-sw1	Yard House	1	18.5			1'	Remain
DT21.7-se4	Yard House	1		9		11'6"	Remain
DT23.1-sw1	Mojito	1	24	24	24	2'4"	Remain
DT23.2-w1	Mojito	1	24	24	24	2'4"	Remain
DT24.1-sw1	Mojito	1	350	350	350	3'6"	Remain

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Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
DT24.1-nw1	Mojito	1	350	350	350	3'6"	Remain
DT25.1-sw1	CVI.CHE 105	1	49.8	49.8	49.8	3'0"	New
DT25.3-s1	CVI.CHE 105	1	6.25	6.25	6.25	2'6"	New
DT25.2-se1	CVI.CHE 105	1	49.8	49.8	49.8	3'0"	New
DT25.3-s2	CVI.CHE 105	1	6.2	6.2	6.2	7"	New
DT25.3-s3	CVI.CHE 105	1	4.3	4.3	4.3	7"	New
DT25.3-s4	CVI.CHE 105	1	24.4	24.4	24.4	2'6"	New
DT25.3-s5	CVI.CHE 105	1	6.2	6.2	6.2	7"	New
DT25.3-s6	CVI.CHE 105	1	4.3	4.3	4.3	7"	New
DT25.3-s7	CVI.CHE 105	1	6.25	6.25	6.25	2'6"	New
DT25.4-e1	CVI.CHE 105	1	6.25	6.25	6.25	2'6"	New
DT25.4-e2	CVI.CHE 105	1	24.4	24.4	24.4	2'6"	New
DT25.4-e3	CVI.CHE 105	1	6.25	6.25	6.25	2'6"	New
E1	Colonnade Entry Feature	1	290	290	290	9'0"	Remain
E3a	Colonnade Outlets Directory Sign	5	86	43	24	8'5"	Remain
E4a	Service Court Directional		4.76			2'10"	Remain
E4b	Service Court Directional		4.38			2'6"	Remain
E6	Lightpole Banner Graphic	47	6	3		4'	Remain
E7	Colonnade Tenant Listing Sign	4	46	23	7	8'5"	Remain
E8	Colonnade Bridge Entry Sign	1	51	25.5	15.5	2'2"	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET1	Tenant Storefront Sign		100				Remain
ET2	Tenant Blade Sign		10	5		1'4"	Remain
ET3	Tenant Store Number		4			10"	Remain
ET4	Tenant Backdoor & Service Sign		0.54			6"	Remain
ET5	Tenant Storefront Signband on Glass					4"	Remain
ET6	Kiosk Sign	4	5				Remain
ET7.1-s1	Bloomingdales Entry Sign	1	180			6'8"	Remain
ET8.1-s1	Off Fifth Saks Fifth Ave. Entry Sign	1	232			10'8"	Remain
ET8.2	Off Fifth Saks Fifth Ave. Trellis Sign	1	24			2'7"	Remain
ET9	Corner Tenant Storefront Sign	1	90			3'	Remain
ET10	Surface Mounted Storefront Sign	1	60			3'	Remain
ET11.1-e1	Tenant Storefront Sign	1	175			7'	Remain
ET11.1-e2	Secondary Entry ID	3	9.3	9.3			Remain
ET12.1-e1	Tenant Storefront Sign	1	160			4'	Remain
ET13.1-w1	Tenant Storefront Sign	1	175			7'	Remain
ET13.1-w2	Secondary Entry ID	3	9.3	9.3			Remain
ET14-s1	Specialty Tenant Identity	1	160			4'	Remain
ET15	Specialty Tenant Identity	2	300	150			Remain
ET16	Specialty Tenant Identity	2	196	98			Remain
ET17.1-s1	Grand Lux Café	1	169			3'8"	Remain

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Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET17.1-w1	Grand Lux Café	1	201			4'	Remain
ET17.2-n1	Grand Lux Café	1	93			6'6"	Remain
ET17.2-e1	Grand Lux Café	1	18			1'3"	Remain
ET18.1-w1	Villagio	1	34.72			8'4"	Remain
ET18.1-w2	Villagio	1	34.72			8'4"	Remain
ET18.1-w3	Villagio	1	11.55			1'4"	Remain
ET18.2-n1	Villagio	1	34.72			8'4"	Remain
ET18.2-n2	Villagio	1	11.55			1'4"	Remain
ET18.2-s1	Villagio	1	34.72			8'4"	Remain
ET18.3-e1	Villagio	1	16			2'	Remain
ET19.1-s1	PF Changs	1	43			3'	Remain
ET19.1-e1	PF Changs	1	58			3'6"	Remain
ET19.2-e2	PF Changs	1	6			1'	Remain
ET19.2-e3	PF Changs	1	16			1'10"	Remain
ET19.3-w1	PF Changs	1	28			10'	Remain
ET20.1-s1	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s2	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s3	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s4	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s5	Specialty Tenant Storefront Signs	1	100				Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET20.1-s6	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s7	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s8	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s9	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s10	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s11	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s12	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s13	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s14	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s15	Specialty Tenant Storefront Signs	1	100				Remain
ET20.2-n1	Specialty Tenant Storefront Signs	1	100				Remain
ET20.2-n2	Specialty Tenant Storefront Signs	1	100				Remain
ET20.2-n3	Specialty Tenant Storefront Signs	1	100				Remain
ET20.2-n4	Specialty Tenant Storefront Signs	1	100				Remain
ET20.2-n5	Specialty Tenant Storefront Signs	1	100				Remain
ET20.3-n6	Specialty Tenant Storefront Signs	1	100				Remain
ET20.3-n7	Specialty Tenant Storefront Signs	1	100				Remain
ET20.3-n8	Specialty Tenant Storefront Signs	1	100				Remain
ET20.3-e1	Specialty Tenant Storefront Signs	1	100				Remain
ET20.4-w1	Specialty Tenant Storefront Signs	1	100				Remain

FN1: Area (s.f.) is represented **per sign.** The Area (s.f.) divided by the number of sides to a sign will yield the Sign Face (s.f.).
FN2: Sign Face (s.f) is represented **per side,** per sign. Therefore, the Sign Face (s.f.) multiplied by the number of sides to a sign will yield the Area (s.f.).
FN3: Copy Area (s.f.) is represented **per side,** per sign

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET20.4-w2	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s1	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s2	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s3	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s4	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s5	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s6	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s7	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s8	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s9	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s10	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s11	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s12	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s13	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s14	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s15	Specialty Tenant Storefront Signs	1	100				Remain
ET21.1-e1	Zinburger Storefront Signs	1	72	72	72	4'4"	Remain
ET21.1-e2	Zinburger Storefront Signs	1	29.95	29.95	29.95	4'4"	Remain
ET22.1-w1	Matchbox Signage	1	1	1	1	6"	Remain
ET22.2-w2	Matchbox Signage	1	6.3	6.3	6.3	3'1"	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET22.3-w3	Matchbox Signage	1	96.4	96.4	96.4	4'1"	Remain
ET22.4-s1	Matchbox Signage	1	16.7	16.7	16.7	10'	Remain
ET22.5-s2	Matchbox Signage	1	102	102	102	4'2"	Remain
ET22.6-e1	Matchbox Signage	1	102	102	102	4'2"	Remain
ET22.7-n1	Matchbox Signage	1	16.7	16.7	16.7	10'	Remain
ET22.8-n2	Matchbox Signage	1	96.4	96.4	96.4	4'1"	Remain
ET23.1-w1	Seasons 52 Signage	1	66.6	66.6	66.6	4'3"	Remain
ET23.2-s1	Seasons 52 Signage	1	66.6	66.6	66.6	4'3"	Remain
ET23.2-e2	Seasons 52 Signage	1	9	9	9	3'	Remain
ET23.2-e3	Seasons 52 Signage	1	9	9	9	3'	Remain
ET23.3-e1	Seasons 52 Signage	1	66.6	66.6	66.6	4'3"	Remain
ET23.4-e2	Seasons 52 Signage	1	55	55	55	3'10"	Remain
ET24.1-e1	Mia Fruta	1	12.25	12.25	12.25	3'6"	Remain
ET24.2-n1	Mia Fruta	1	12.25	12.25	12.25	3'6"	Remain
ET24.3-s1	Mia Fruta	1	12.25	12.25	12.25	3'6"	Remain
ET24.4-w1	Mia Fruta	1	12.25	12.25	12.25	3'6"	Remain
ET25.1-e1	Tommy Bahama	1	49	49	49	3'0"	New
ET25.3-e2	Tommy Bahama	1	10	10	10	4'0"	New
ET25.1-n1	Tommy Bahama	1	49	49	49	3'0"	New
ET25.3-n2	Tommy Bahama	1	10	10	10	4'0"	New

FN1: Area (s.f.) is represented **per sign.** The Area (s.f.) divided by the number of sides to a sign will yield the Sign Face (s.f.).
FN2: Sign Face (s.f) is represented **per side,** per sign. Therefore, the Sign Face (s.f.) multiplied by the number of sides to a sign will yield the Area (s.f.).
FN3: Copy Area (s.f.) is represented **per side,** per sign

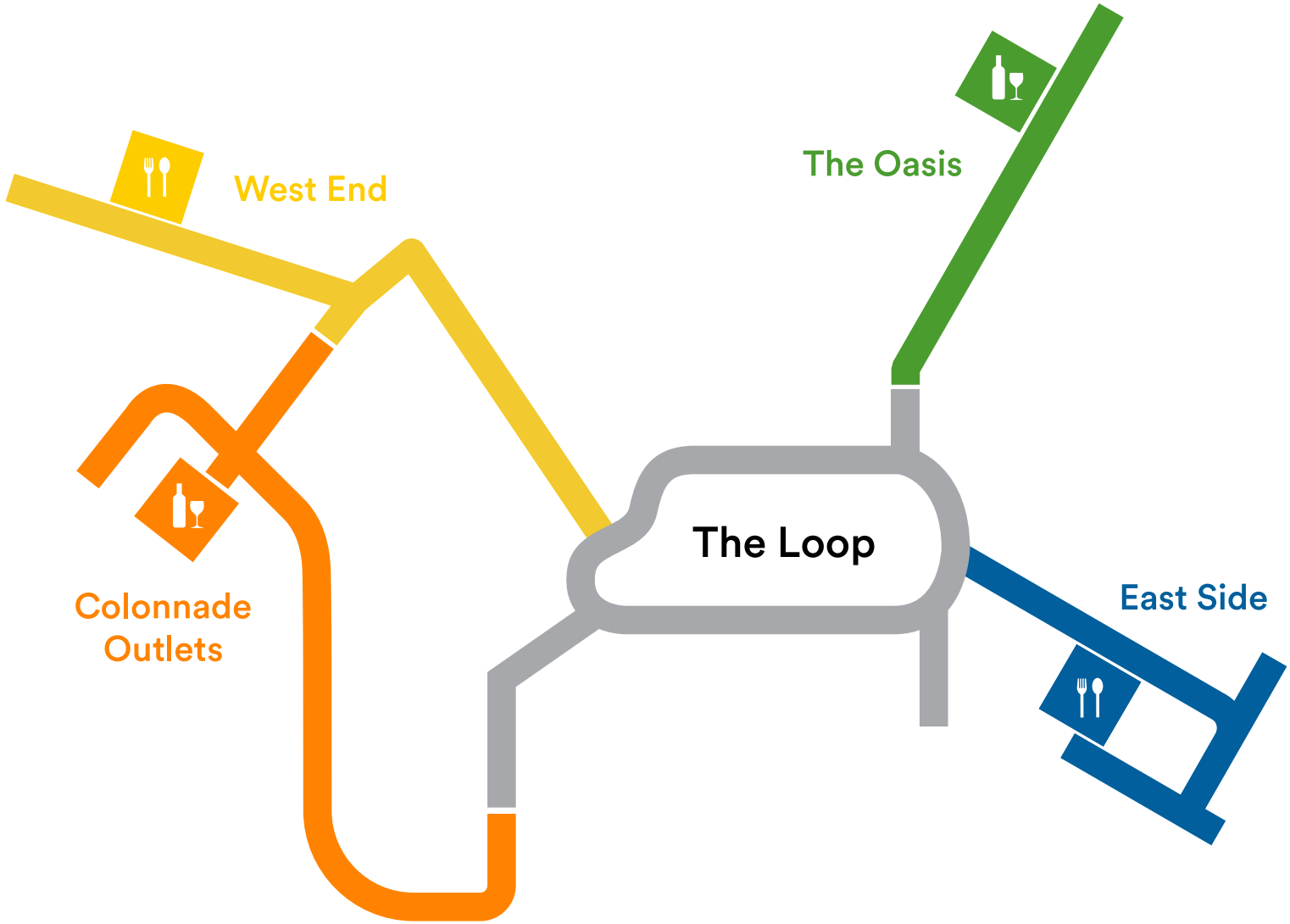
Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET25.2-ne1	Tommy Bahama	1	48	48	48	3’3"	New
ET25.3-ne2	Tommy Bahama	1	10	10	10	4’0"	New
ET25.3-ne3	Tommy Bahama	1	10	10	10	4’0"	New
ET25.3-ne4	Tommy Bahama	1	10	10	10	4’0"	New
F1	Service Courts	9	4			2'	Remain
F2	Exit Signs	25	4			2'	Remain
F3	Entry Number Decals	10	2			1'	Remain
G1	Hotel Entry ID	1	84			9'3"	Remain
G2	Hotel Canopy ID	1	135			2'-9"	Remain
G3	Hotel Wall ID	1	62			7'9"	Remain

FN1: Area (s.f.) is represented **per sign.** The Area (s.f.) divided by the number of sides to a sign will yield the Sign Face (s.f.).
FN2: Sign Face (s.f) is represented **per side,** per sign. Therefore, the Sign Face (s.f.) multiplied by the number of sides to a sign will yield the Area (s.f.).
FN3: Copy Area (s.f.) is represented **per side,** per sign

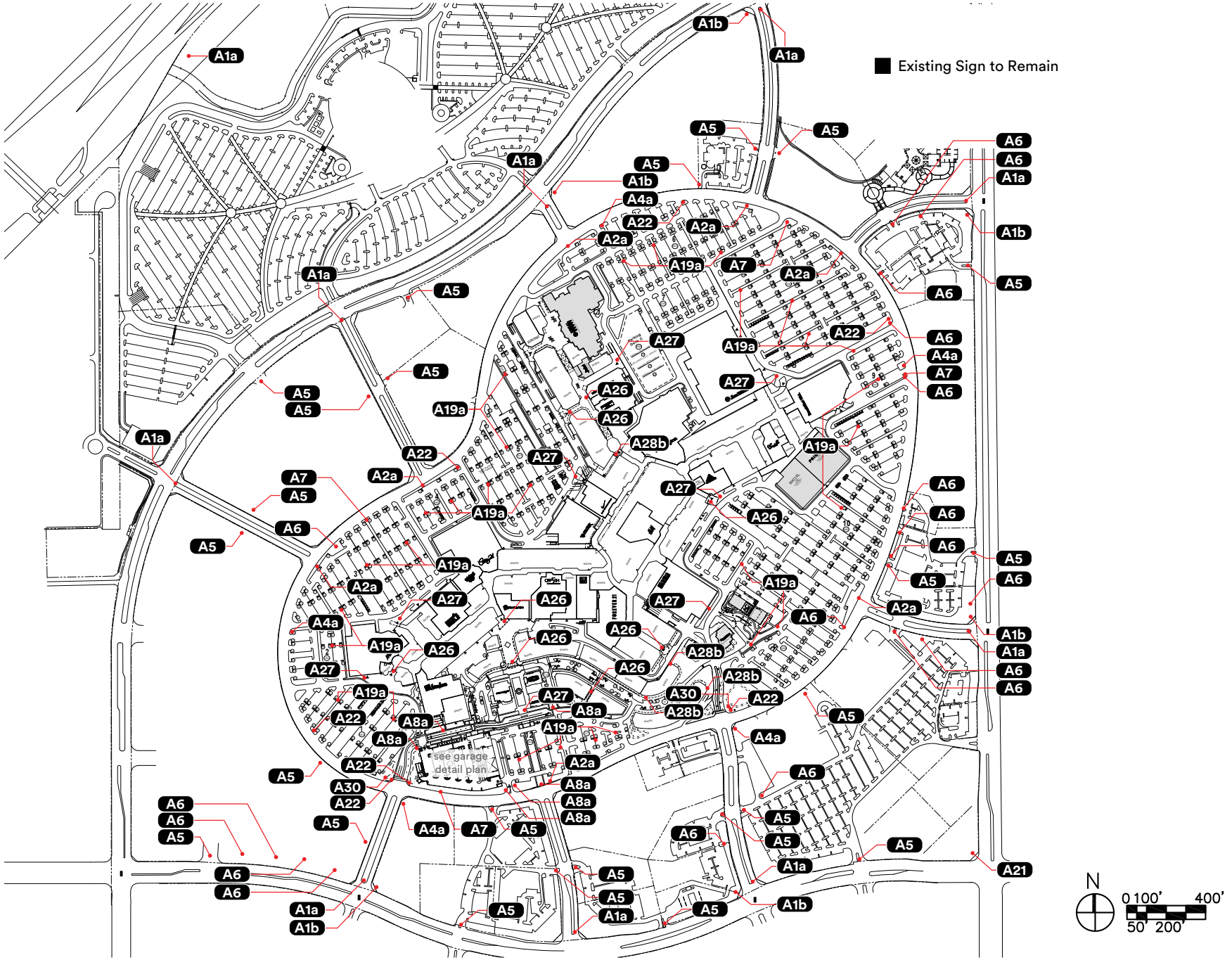
LEGAL INFORMATION

This is a proposed amendment to the Master Uniform Signage Plan for Sawgrass Mills (2012), which was previously approved by the City Comission for the City of Sunrise, Florida. The purpose of this amendment is to modify or add certain tenant signage.

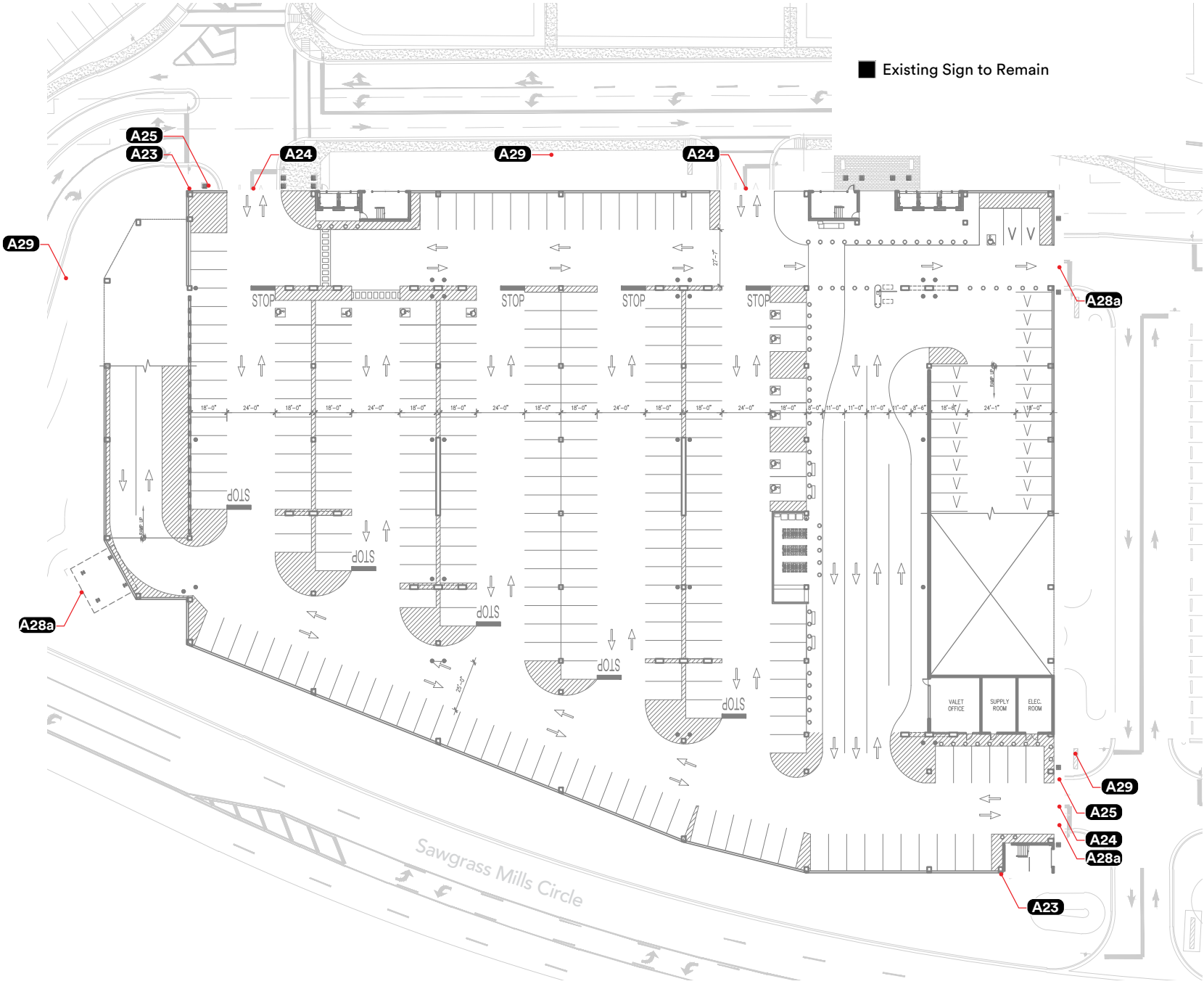
PROJECT DISTRICT MAP



Overall Site Signage Location Plan



Garage Signage Location Plan



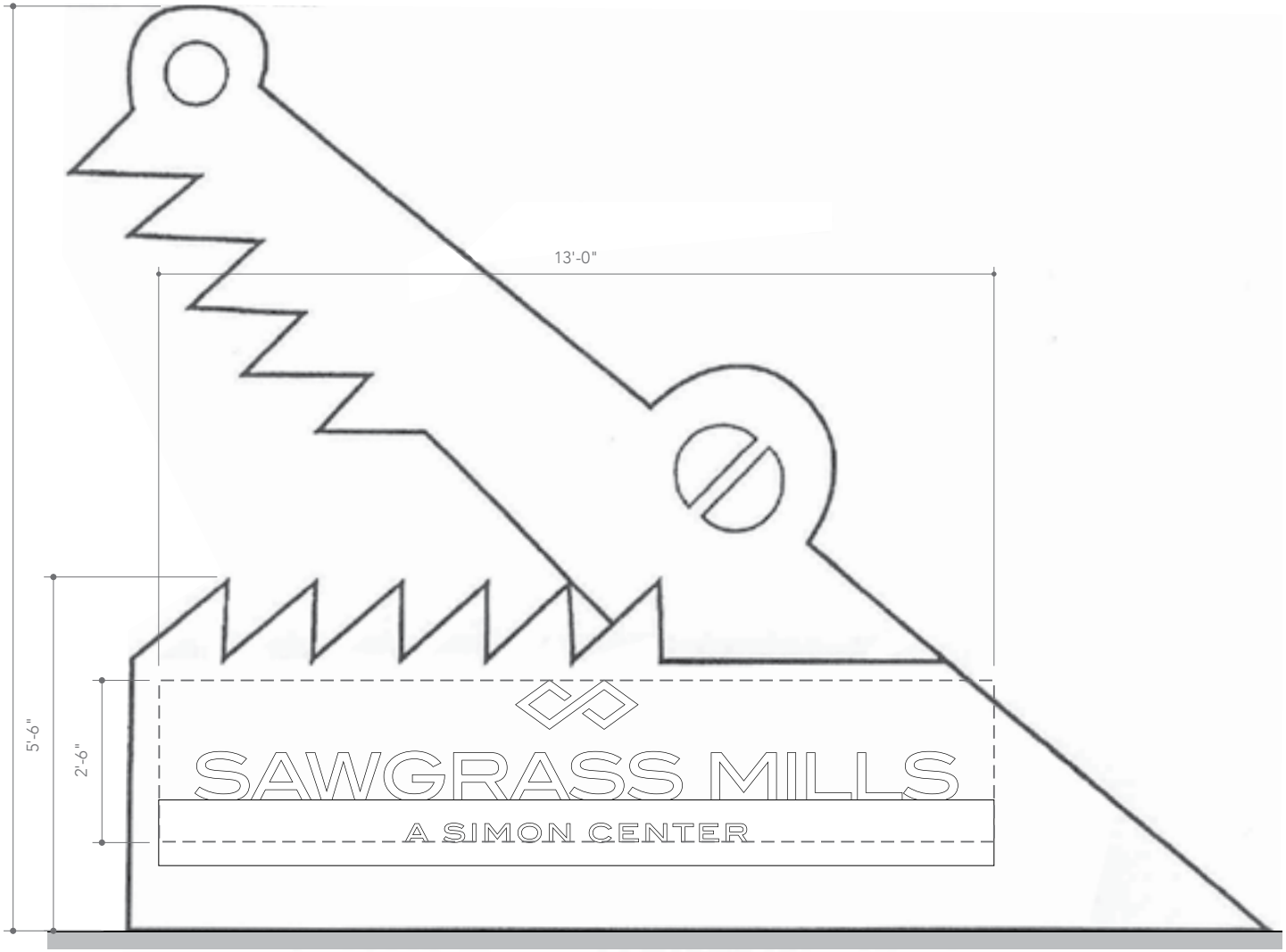
Sign Type A1

NOT USED

Sign Type A1a

Primary Entry Alligator Feature

Status: Existing to Remain



Existing Sign

DOUBLE SIDED SIGN

Total Area = 111 sq. ft.

Sign Face Area = 64 sq. ft.

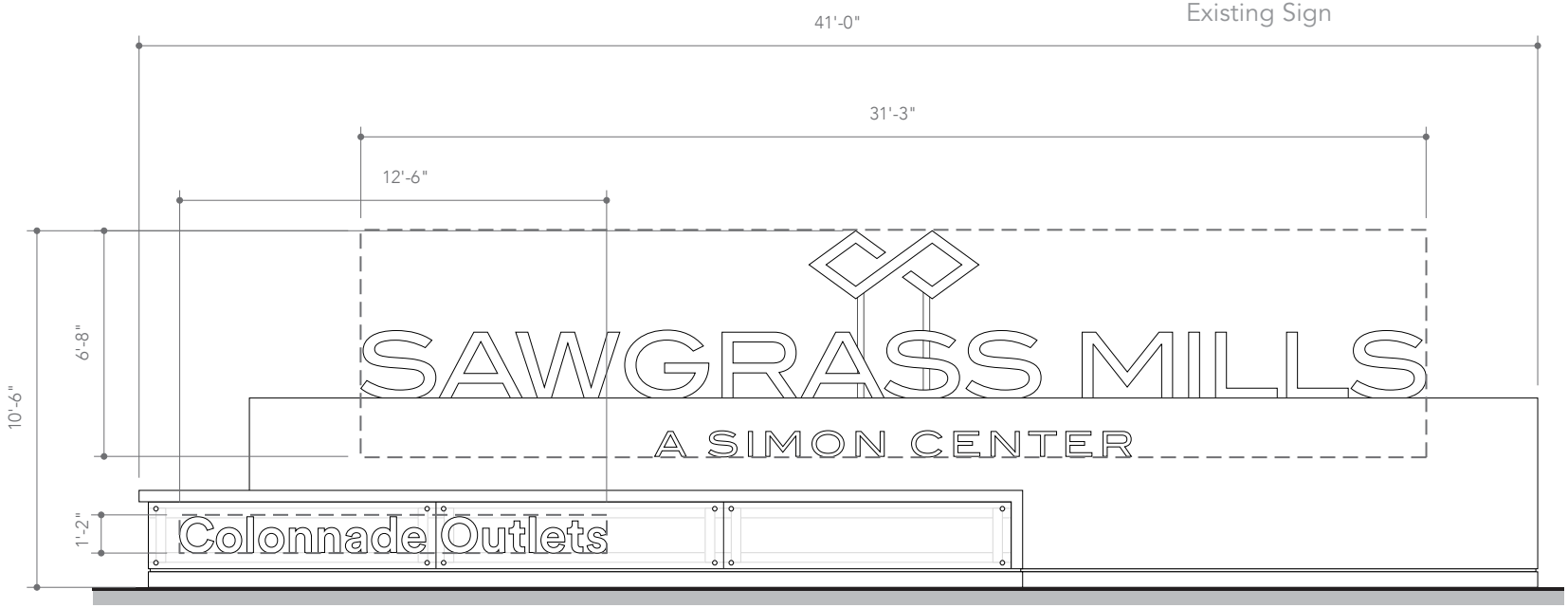
Copy Area = 32.5 sq. ft.

Sign Type A1b

Primary Entry Monument Feature

Status: Existing to Remain
Color of sign will vary by mall district.

Existing Sign



SINGLE SIDED SIGN
Total Area = 430 sq. ft.
Sign Face Area = 430 sq. ft.
Copy Area = 225 sq. ft.

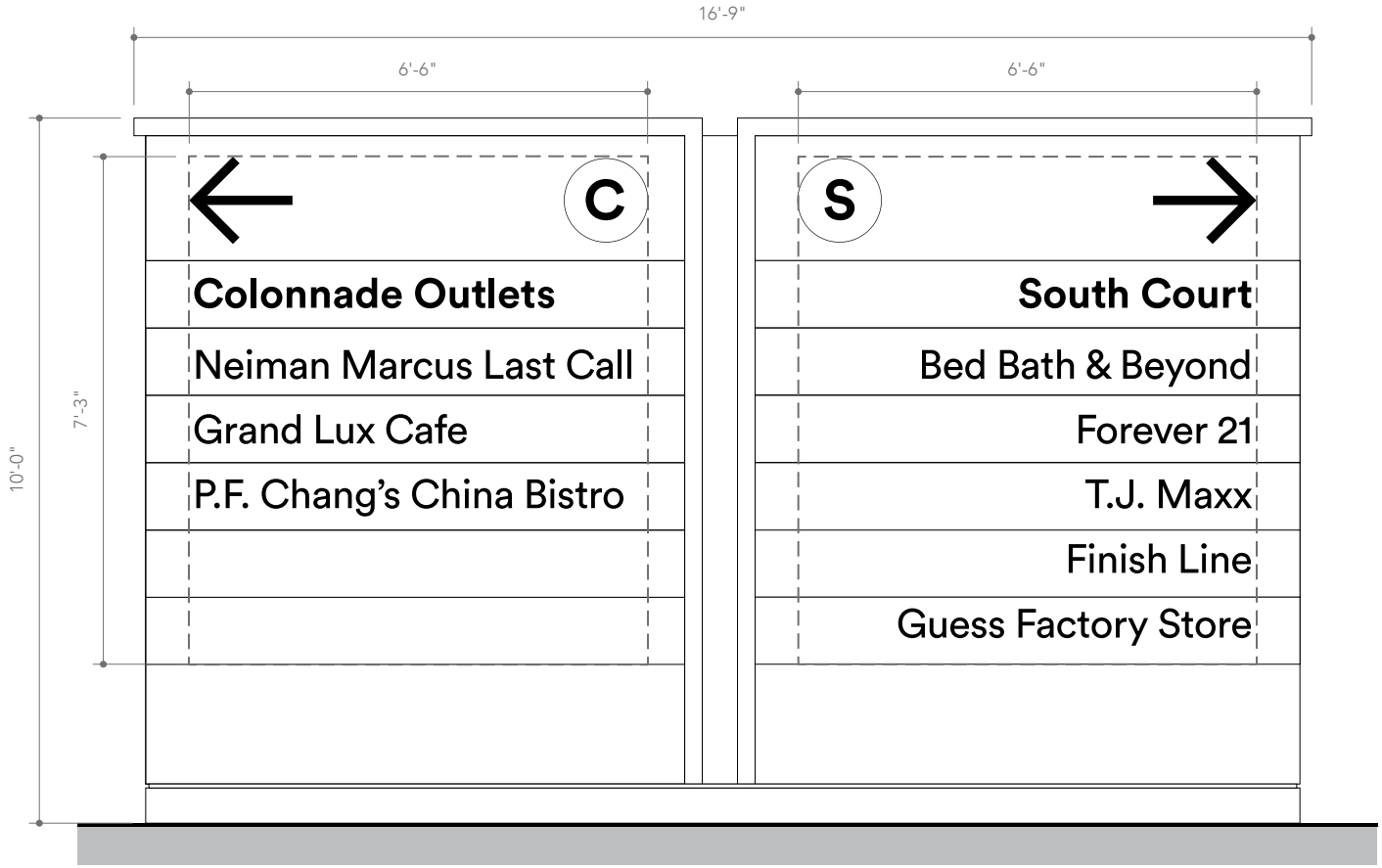
Sign Type A2

NOT USED

Sign Type A2a

Primary Vehicular Directional

Status: Existing to Remain



SINGLE SIDED SIGN

Total Area = 168 sq. ft.

Sign Face Area = 168 sq. ft.

Copy Area = 94 sq. ft.

Sign Type A3

NOT USED

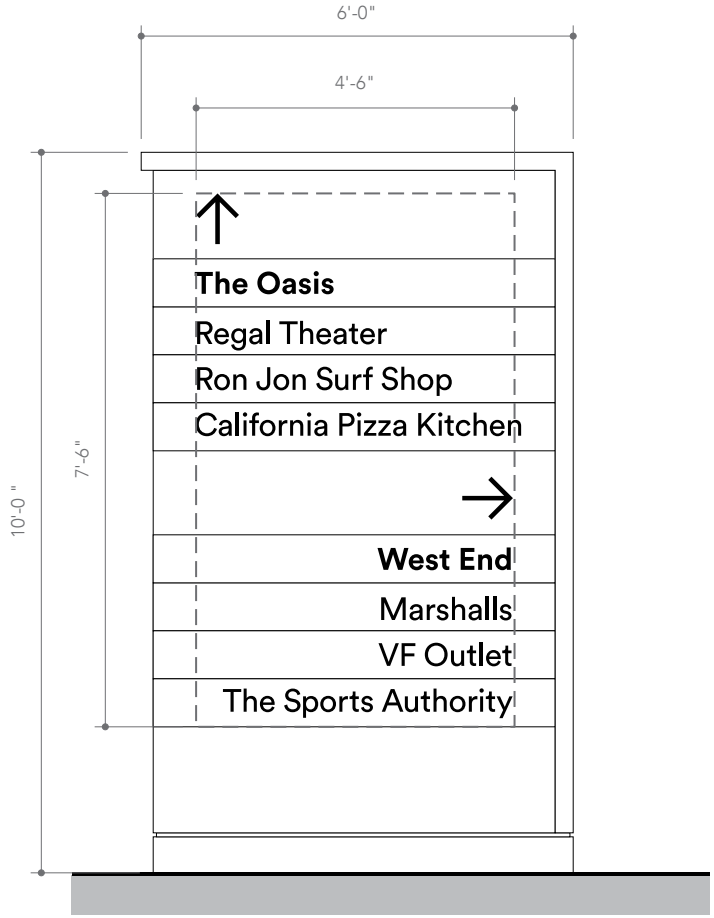
Sign Type A4

NOT USED

Sign Type A4a

Secondary Vehicular Directional

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 120 sq. ft.

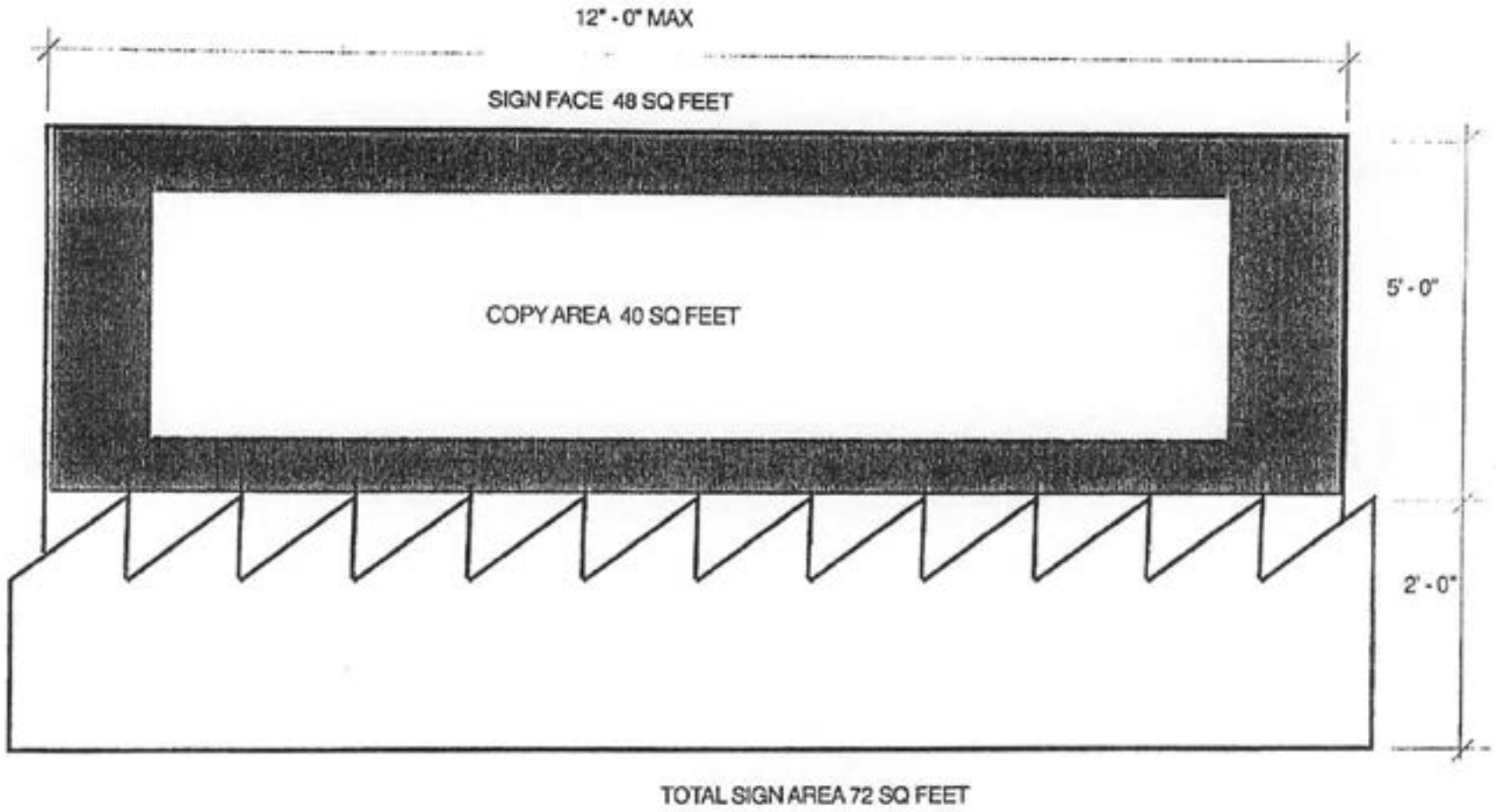
Sign Face Area = 60 sq. ft.

Copy Area = 34 sq. ft.

Sign Type A5

Large Parcel Commercial Identification Sign

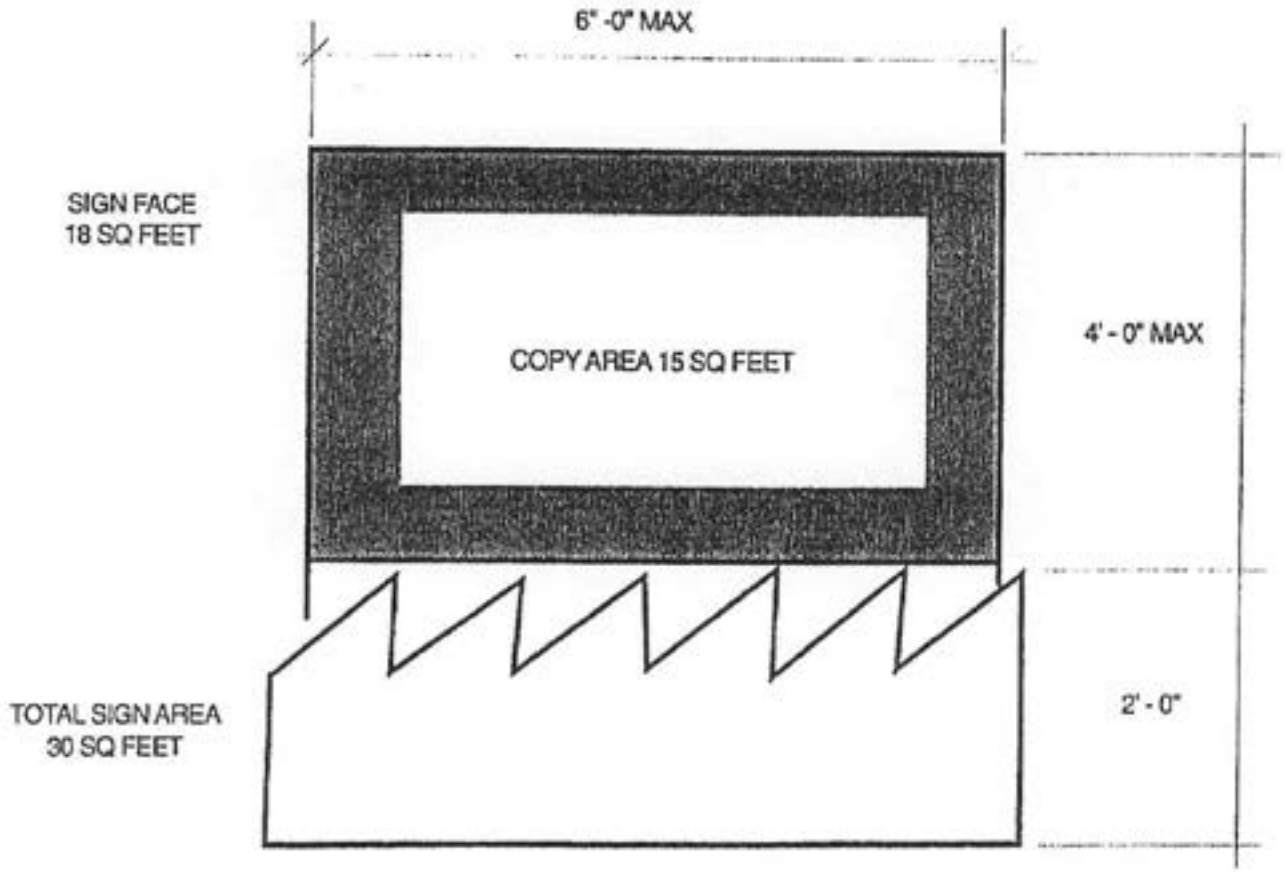
Status: Existing to Remain



Sign Type A6

Small Parcel Commercial Identification Sign

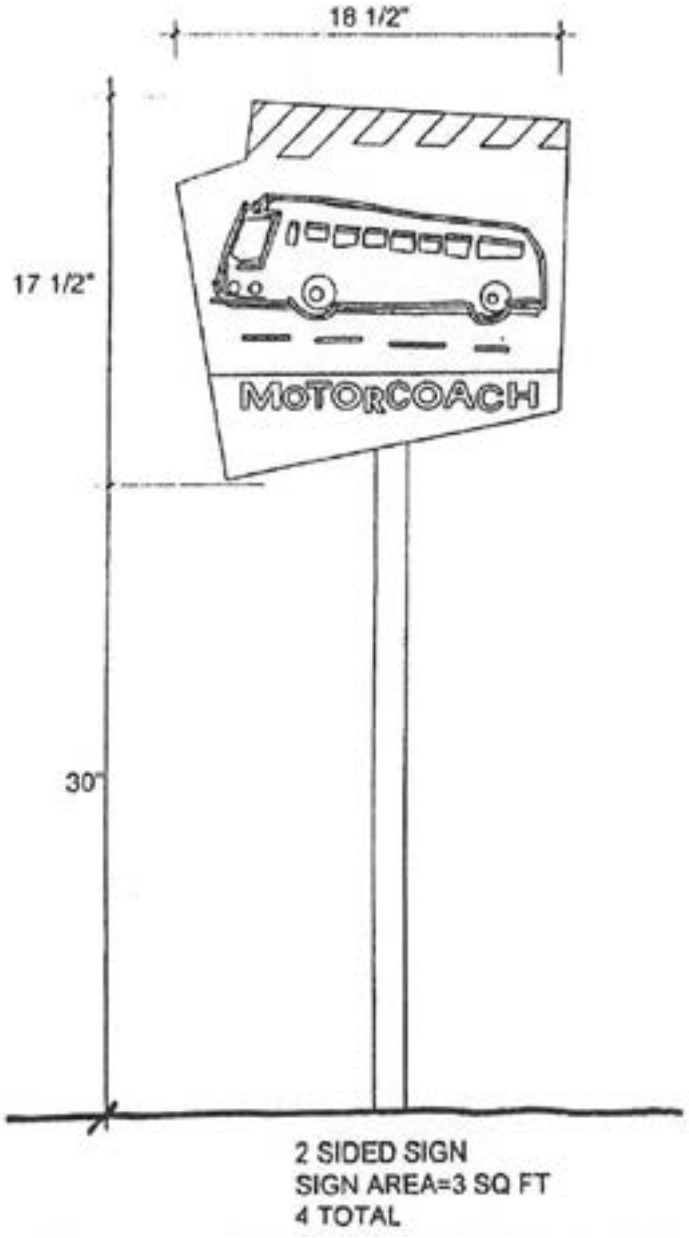
Status: Existing to Remain



Sign Type A7

Motorcoach Dropoff/Pickup

Status: Existing to Remain



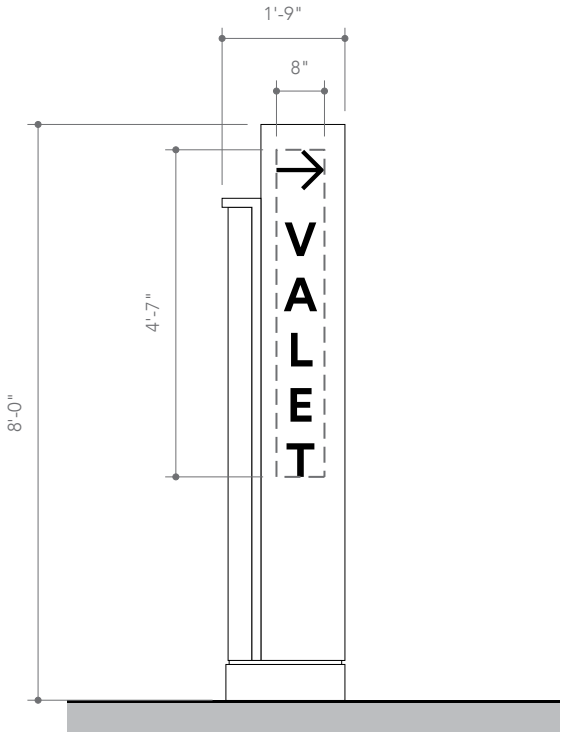
Sign Type A8

NOT USED

Sign Type A8a

Valet Directional Sign

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 28 sq. ft.

Sign Face Area = 14 sq. ft.

Copy Area = 4 sq. ft.

Sign Type A9

NOT USED

Sign Type A10

NOT USED

Sign Type A11

NOT USED

Sign Type A12

NOT USED

Sign Type A13

NOT USED

Sign Type A14

NOT USED

Sign Type A15

NOT USED

Sign Type A16

NOT USED

Sign Type A17

NOT USED

Sign Type A18

NOT USED

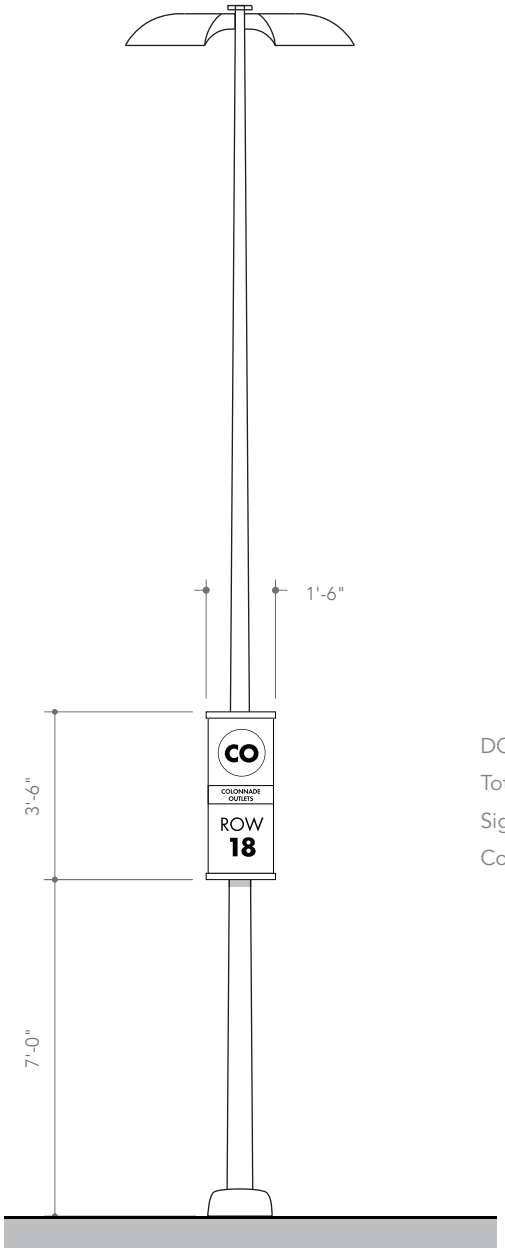
Sign Type A19

NOT USED

Sign Type A19a

Surface Lot Area Identity

Status: Existing to Remain



DOUBLE SIDED SIGN
Total Area = 12 sq. ft.
Sign Face Area = 6 sq. ft.
Copy Area = 6 sq. ft.

Sign Type A20

NOT USED

Sign Type A21

Sawgrass Mills Feature Corner Identity

Status: Existing to Remain

Existing Sign

SINGLE SIDED SIGN
Total Area = 1710 sq. ft.
Sign Face Area = 1710 sq. ft.
Copy Area = 308 sq. ft.

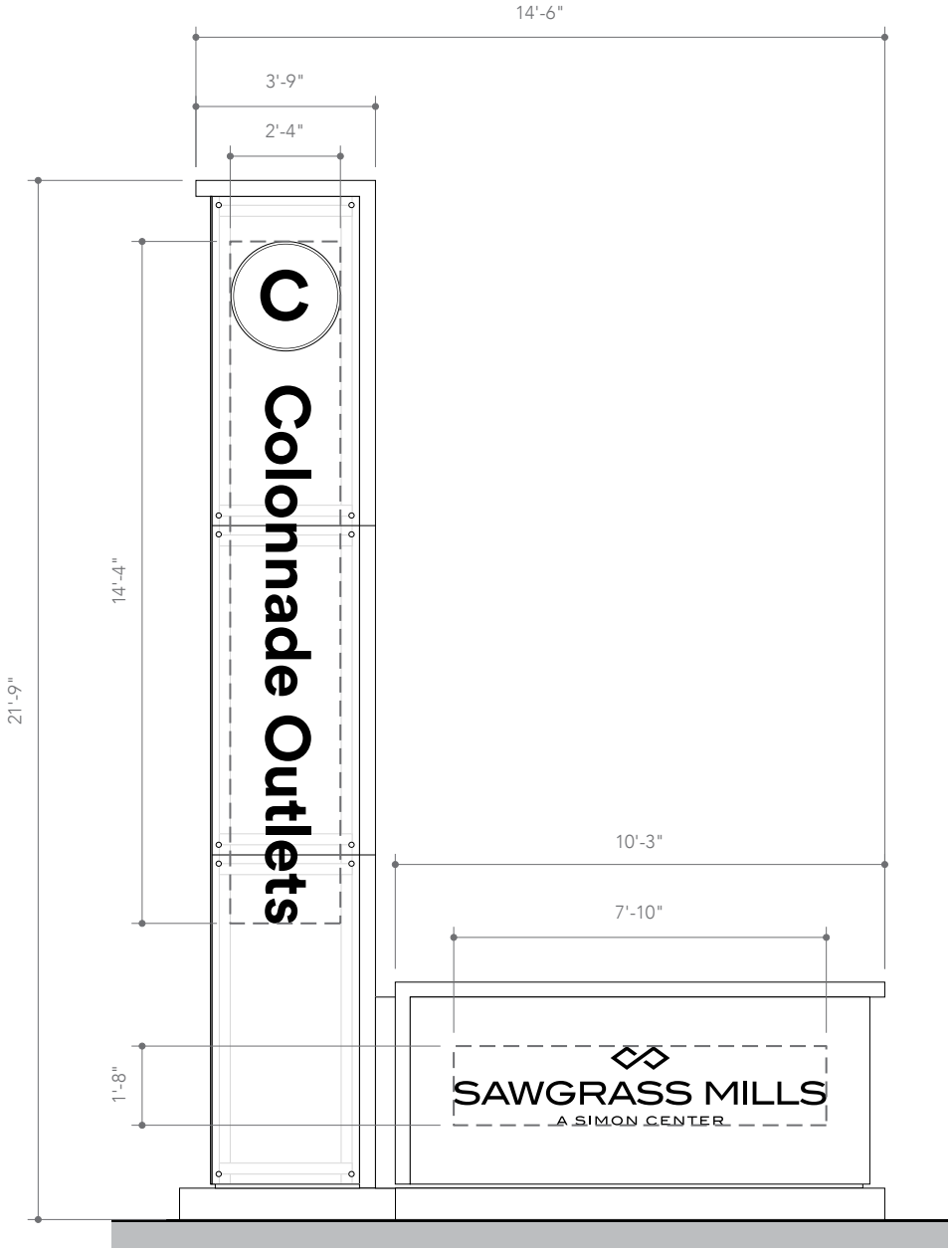
Towers to be clear glass with white diffuser inter-laminated, illuminated via internal programmable color LED's. Lighting effects to be coordinated with all three towers simultaneously shifting between solid colors in gradating increments. Programming can be a variety of colors that reinforce the districts of the mall, special events or calendar days/holidays (Breast Cancer Awareness month, Fourth of July, etc.) Color intensity will be soft versus teep tones.

Sign Type A22

District Identity

Status: Existing to Remain

Color of sign will vary by mall district.



Representational Concept Rendering

DOUBLE SIDED SIGN

Total Area = 632 sq. ft.

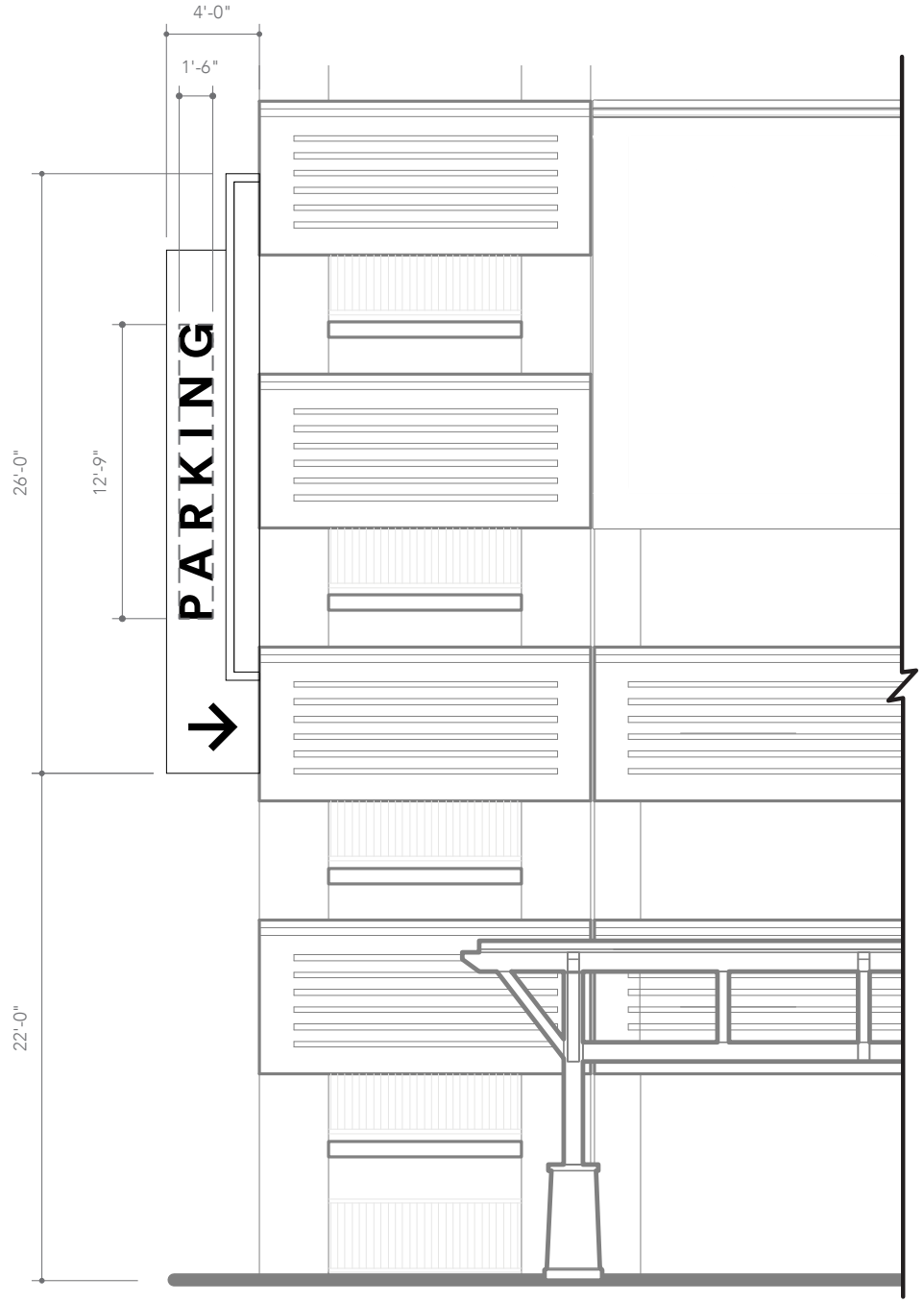
Sign Face Area = 316 sq. ft.

Copy Area = 45 sq. ft.

Sign Type A23

Parking Garage Identity

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 208 sq. ft.

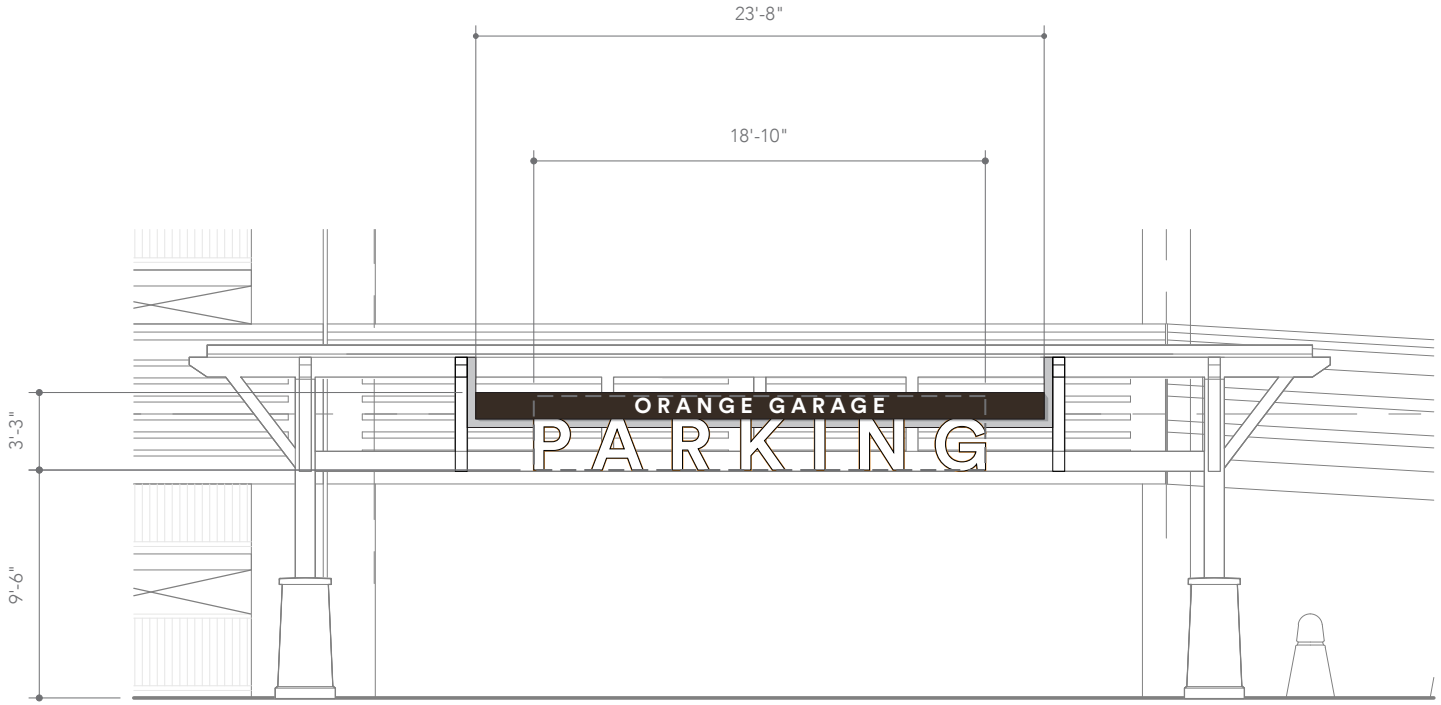
Sign Face Area = 104 sq. ft.

Copy Area = 20 sq. ft.

Sign Type A24

Parking Entry Identity

Status: Existing to Remain



SINGLE SIDED SIGN

Total Area = 77 sq. ft.

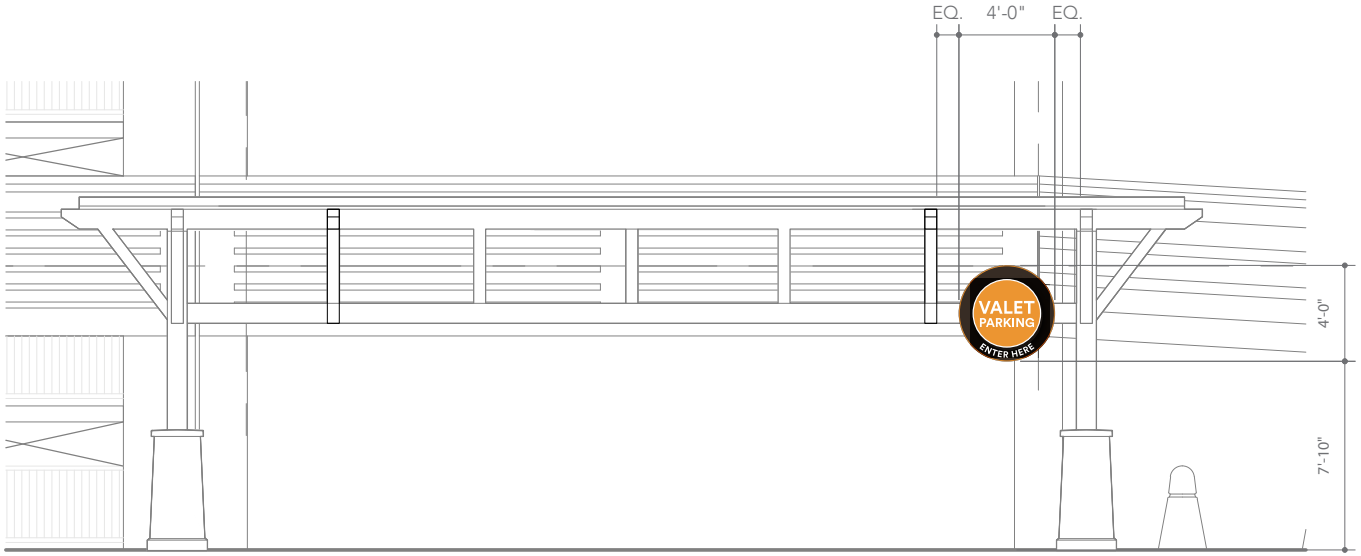
Sign Face Area = 77 sq. ft.

Copy Area = 58 sq. ft.

Sign Type A25

Valet Entry Identity

Status: Existing to Remain



SINGLE SIDED SIGN

Total Area = 16 sq. ft.

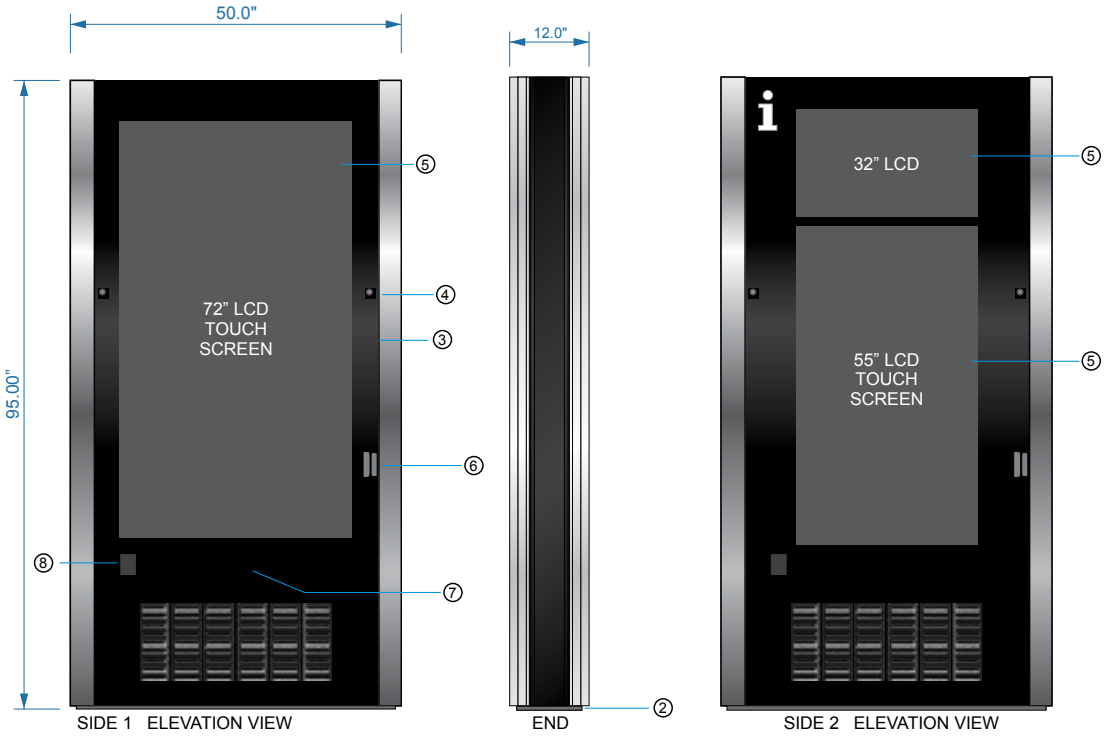
Sign Face Area = 16 sq. ft.

Copy Area = 16 sq. ft.

Sign Type A26

Elevate Kiosk

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 66 sq. ft.

Sign Face Area = 33 sq. ft.

Copy Area = 28 sq. ft.

Sign Type A27

Circulation Shelter

Status: Existing to Remain

NOTE: **NO OFF PREMISE ADVERTISING WILL BE PERMITTED**

DOUBLE SIDED SIGN

Total Area = 48 sq. ft.

Sign Face Area = 24 sq. ft.

Copy Area = 22 sq. ft.

Sign Type A28a

Britewall Ad Panel (Garage)

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.

Maximum Brightness = 11,000 lux per sign

A28a.1

SINGLE SIDED SIGN

Total Area = 465 sq. ft.

Sign Face Area = 465 sq. ft.

Copy Area = 420 sq. ft.

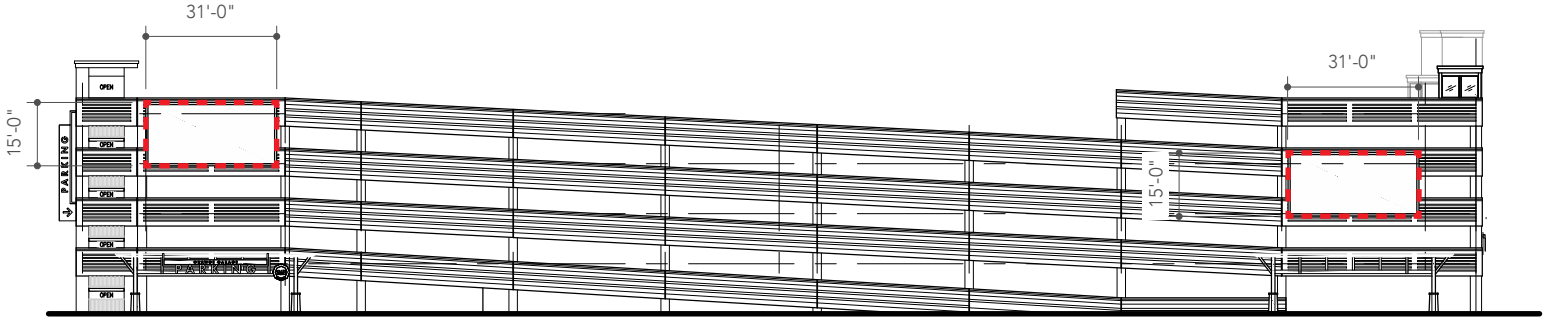
A28a.2

SINGLE SIDED SIGN

Total Area = 465 sq. ft.

Sign Face Area = 465 sq. ft.

Copy Area = 420 sq. ft.



Orange Garage: East Elevation

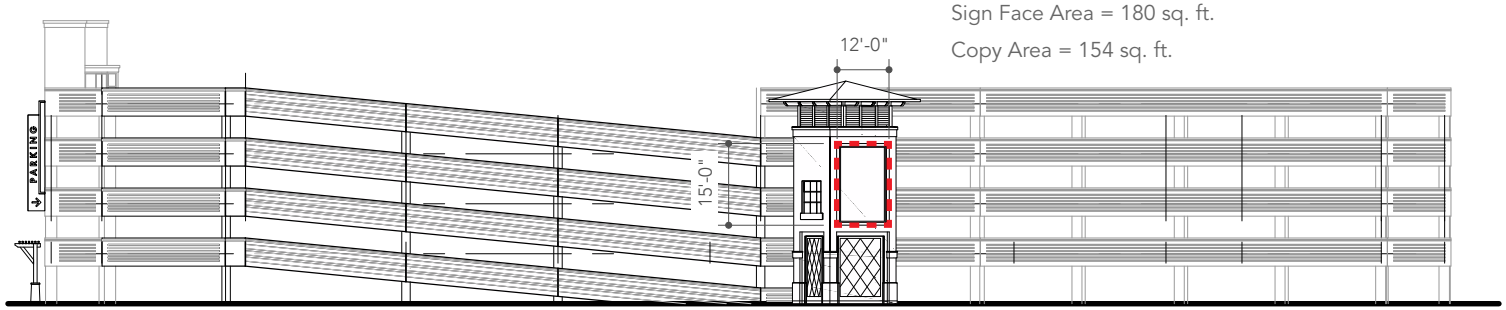
A28a.3

SINGLE SIDED SIGN

Total Area = 180 sq. ft.

Sign Face Area = 180 sq. ft.

Copy Area = 154 sq. ft.



Orange Garage: West Elevation

Sign Type A28b

Britewall Ad Panel (Mall)

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.

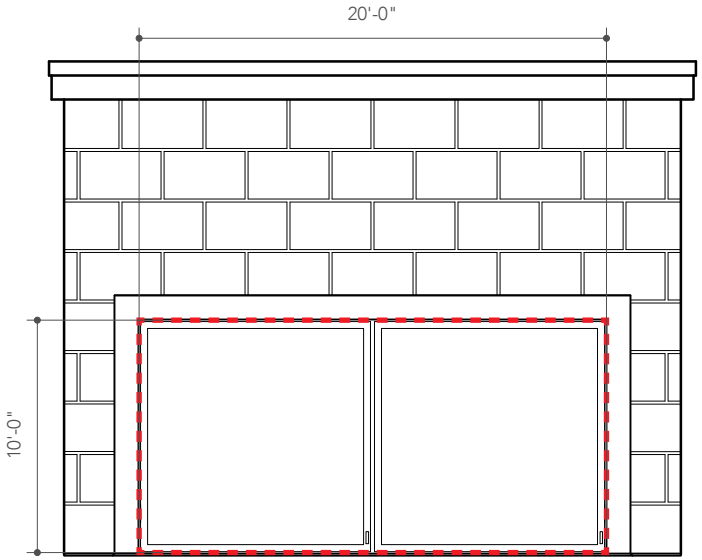
A28b.4

SINGLE SIDED SIGN

Total Area = 200 sq. ft.

Sign Face Area = 200 sq. ft.

Copy Area = 200 sq. ft.



Colonnade Bldg A

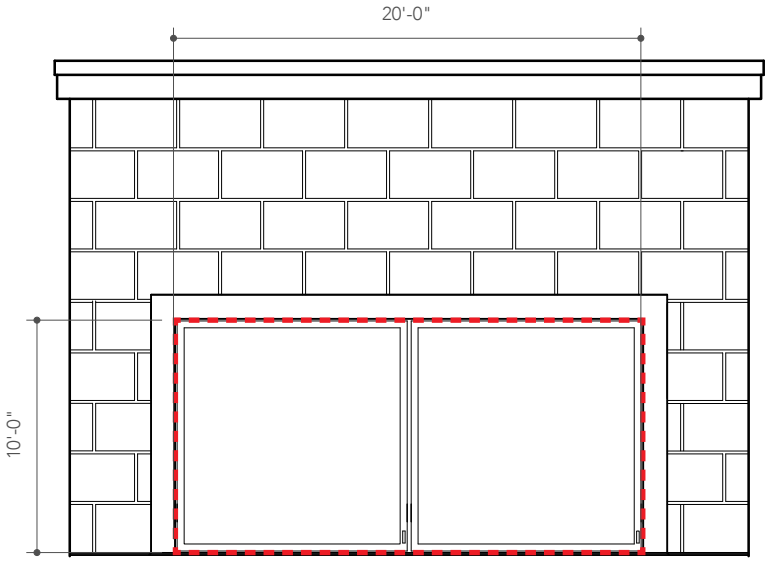
A28b.5

SINGLE SIDED SIGN

Total Area = 200 sq. ft.

Sign Face Area = 200 sq. ft.

Copy Area = 200 sq. ft.



Colonnade Bldg B

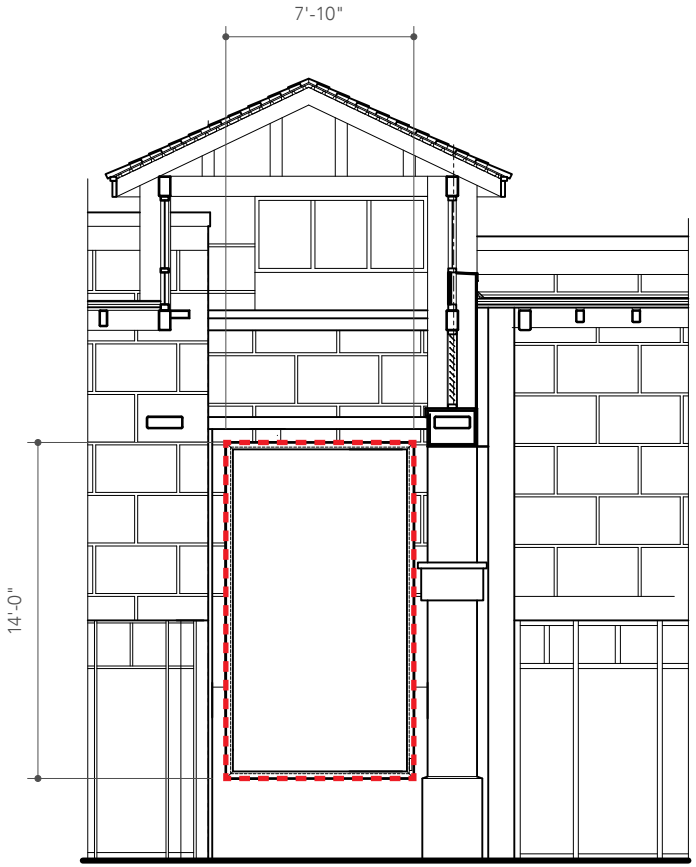
Sign Type A28b

Britewall Ad Panel (Mall)

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.



Colonnade Bldg A

A28b.6

SINGLE SIDED SIGN

Total Area = 110 sq. ft.

Sign Face Area = 110 sq. ft.

Copy Area = 110 sq. ft.

Sign Type A28b

Britewall Ad Panel (Mall)

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.

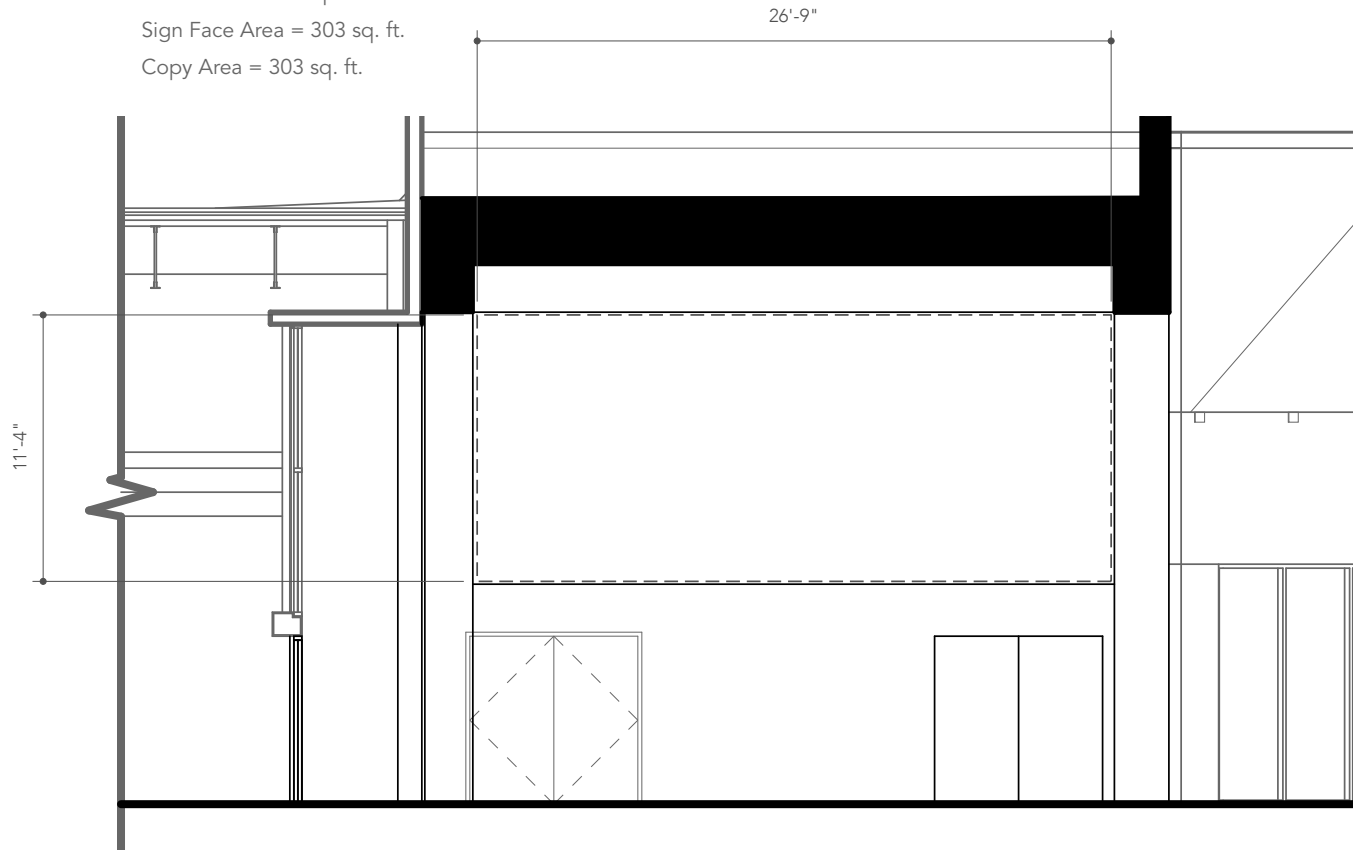
A28b.7

SINGLE SIDED SIGN

Total Area = 303 sq. ft.

Sign Face Area = 303 sq. ft.

Copy Area = 303 sq. ft.

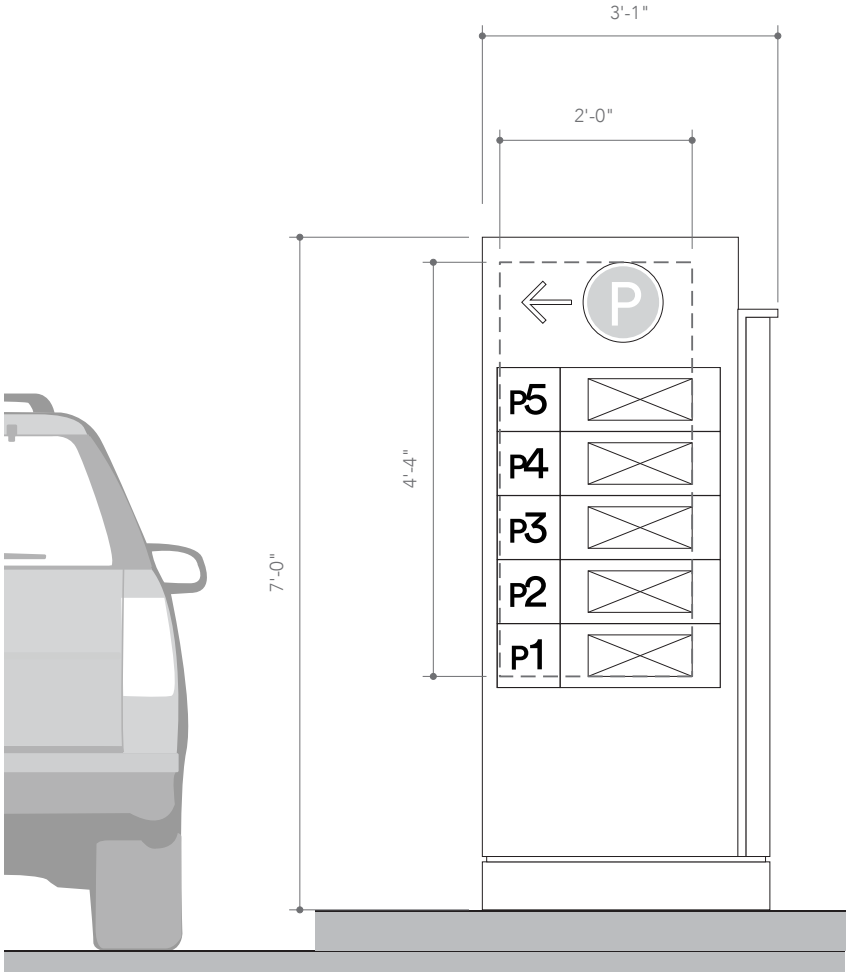


Oasis Entry Wall

Sign Type A29

Garage Car Counter

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 43 sq. ft.

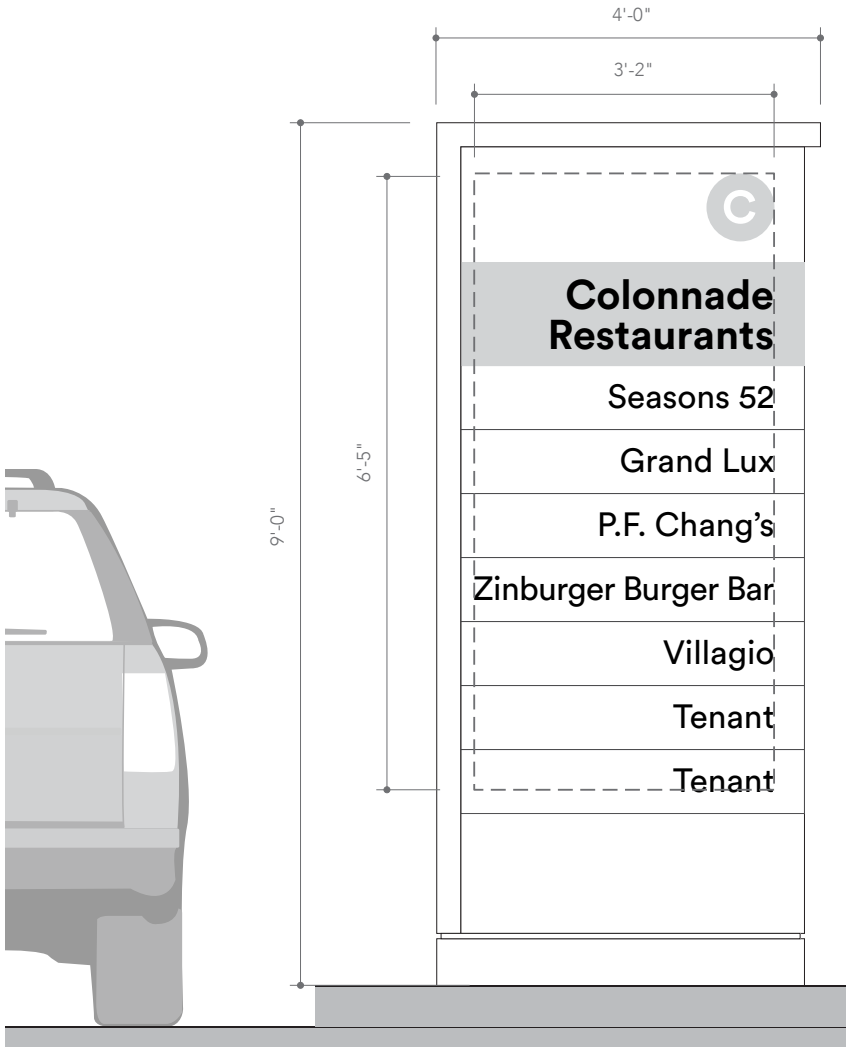
Sign Face Area = 21.5 sq. ft.

Copy Area = 9 sq. ft.

Sign Type A30

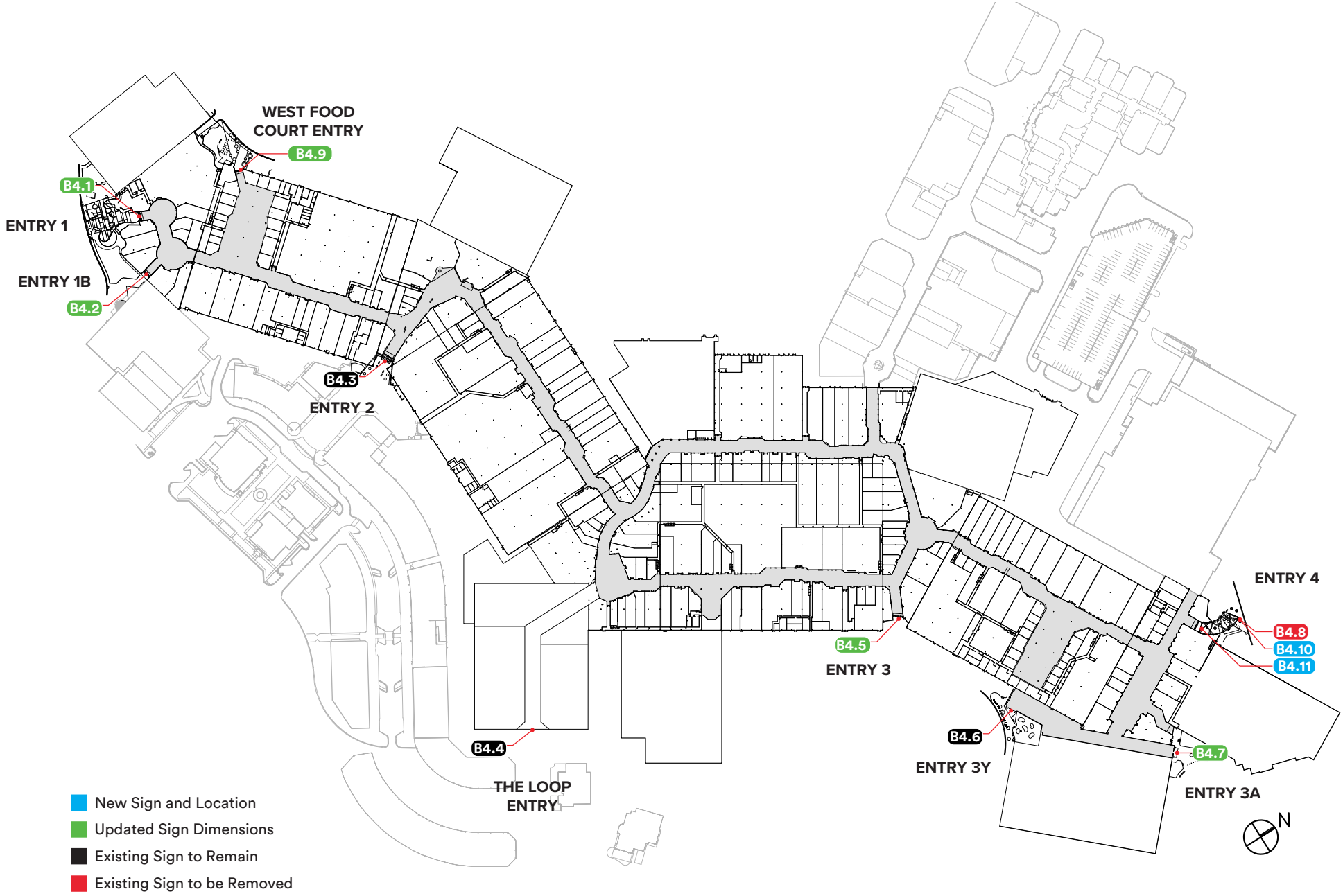
Colonnade Muli-Tenant Restaurant Sign

Status: Existing to Remain
Color of sign will vary by mall district.



SINGLE SIDED SIGN
Total Area = 36 sq. ft.
Sign Face Area = 36 sq. ft.
Copy Area = 20.5 sq. ft.

Overall Mall Entry Plaza Signage Location Plan



Sign Type B1

NOT USED

Sign Type B2

NOT USED

Sign Type B3

NOT USED

Sign Type B4

Primary Entry Identity Signs

Status: Updated sign dimensions
Color of sign will vary by mall district.

B4.1
SINGLE SIDED SIGN
Total Area = 130 sq. ft.
Sign Face Area = 130 sq. ft.
Copy Area = 73 sq. ft.

Entry 1

B4.2
SINGLE SIDED SIGN
Total Area = 120 sq. ft.
Sign Face Area = 120 sq. ft.
Copy Area = 57 sq. ft.

Entry 1B

Sign Type B4

Primary Entry Identity Signs

Status: Existing to Remain
Color of sign will vary by mall district.

B4.3
SINGLE SIDED SIGN
Total Area = 180 sq. ft.
Sign Face Area = 180 sq. ft.
Copy Area = 95 sq. ft.

Entry 2

B4.4
SINGLE SIDED SIGN
Total Area = 80 sq. ft.
Sign Face Area = 80 sq. ft.
Copy Area = 63 sq. ft.

The Loop Entry

Sign Type B4

Primary Entry Identity Signs

Status: Sign removed (B4.8), Updated sign dimensions (B4.9)
Color of sign will vary by mall district.

B4.8
DOUBLE SIDED SIGN
Total Area =
Sign Face Area =
Copy Area =

SIGN TYPE REMOVED

Entry 4

B4.9
SINGLE SIDED SIGN
Total Area = 200 sq. ft.
Sign Face Area = 200 sq. ft.
Copy Area = 117 sq. ft.

West Food Court Entry

Sign Type B4

Primary Entry Identity Signs

Status: Updated sign dimensions
Color of sign will vary by mall district.

B4.5
SINGLE SIDED SIGN
Total Area = 168 sq. ft.
Sign Face Area = 168 sq. ft.
Copy Area = 80 sq. ft.

Entry 3

B4.7
SINGLE SIDED SIGN
Total Area = 376 sq. ft.
Sign Face Area = 376 sq. ft.
Copy Area = 221 sq. ft.

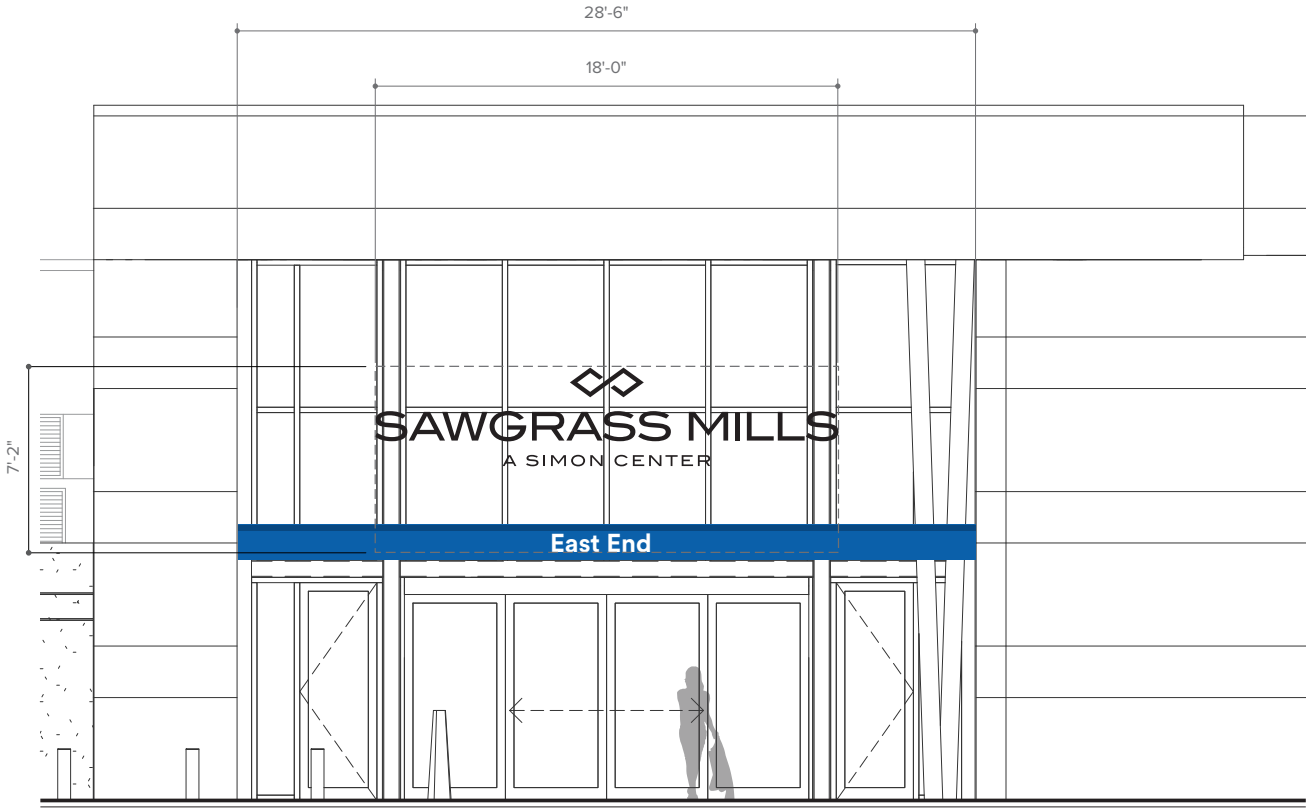
Entry 3A

Sign Type B4

Primary Entry Identity Signs

Status: Existing to Remain
Color of sign will vary by mall district.

B4.6
SINGLE SIDED SIGN
Total Area = 200 sq. ft.
Sign Face Area = 200 sq. ft.
Copy Area = 130 sq. ft.



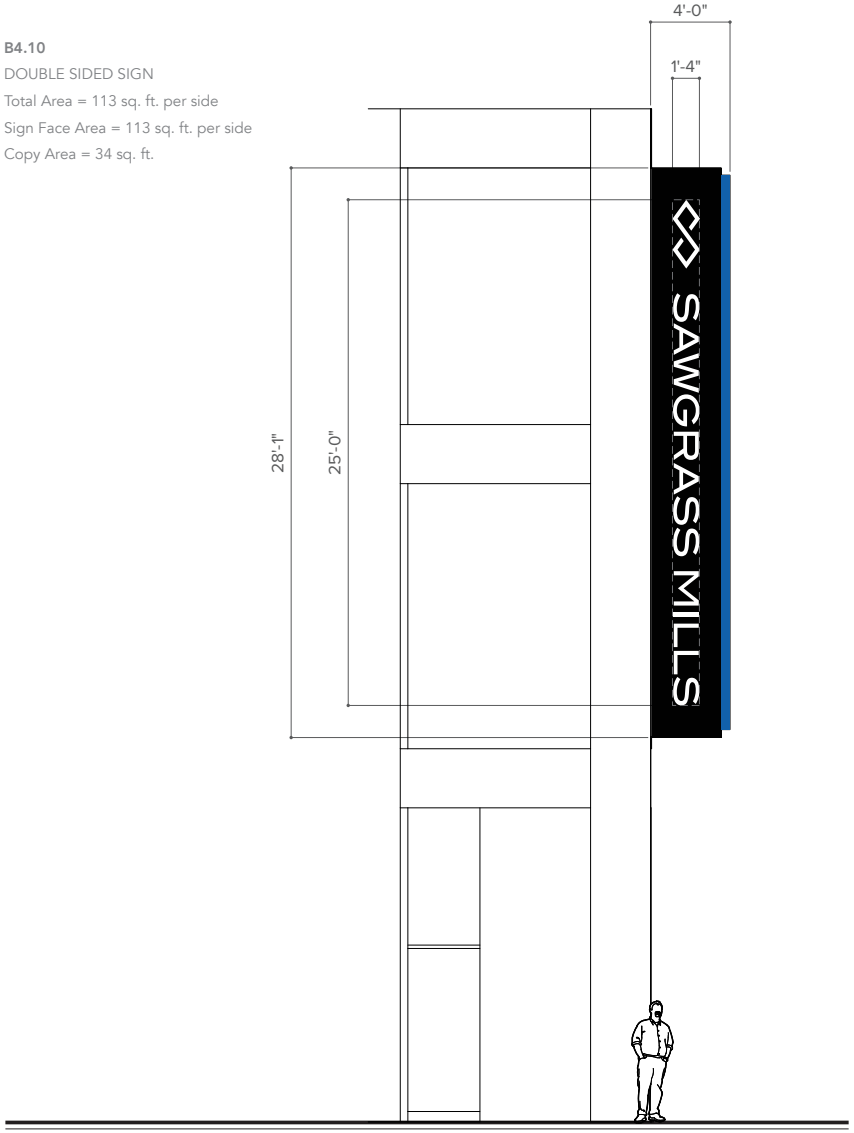
Entry 3Y

Sign Type B4

Primary Entry Identity Signs

Status: New sign locations
Color of sign will vary by mall district.

B4.10
DOUBLE SIDED SIGN
Total Area = 113 sq. ft. per side
Sign Face Area = 113 sq. ft. per side
Copy Area = 34 sq. ft.

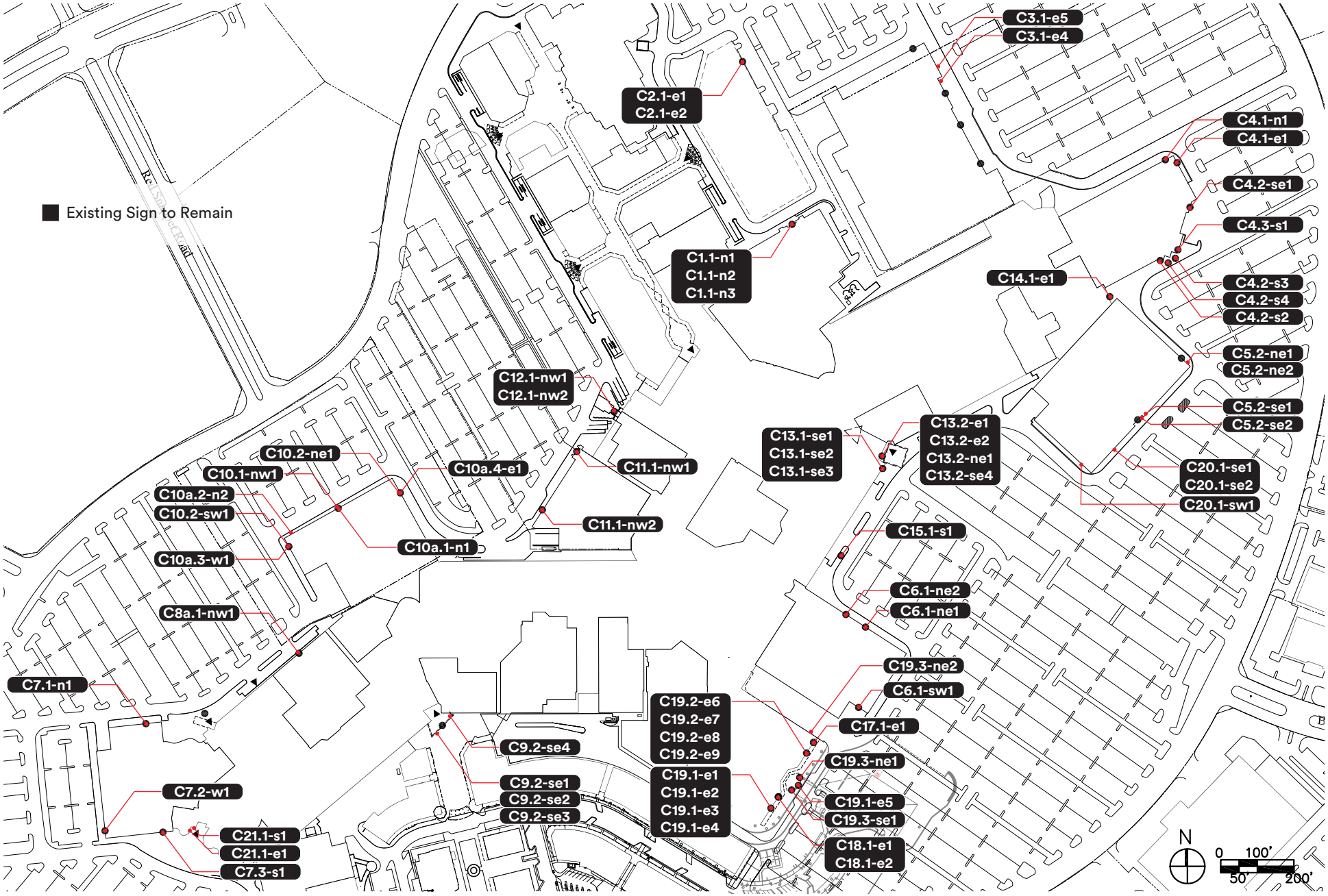


Entry 4

B4.11
SINGLE SIDED SIGN
Total Area = 37 sq. ft.
Sign Face Area = 37 sq. ft.
Copy Area = 4 sq. ft.

Entry 4

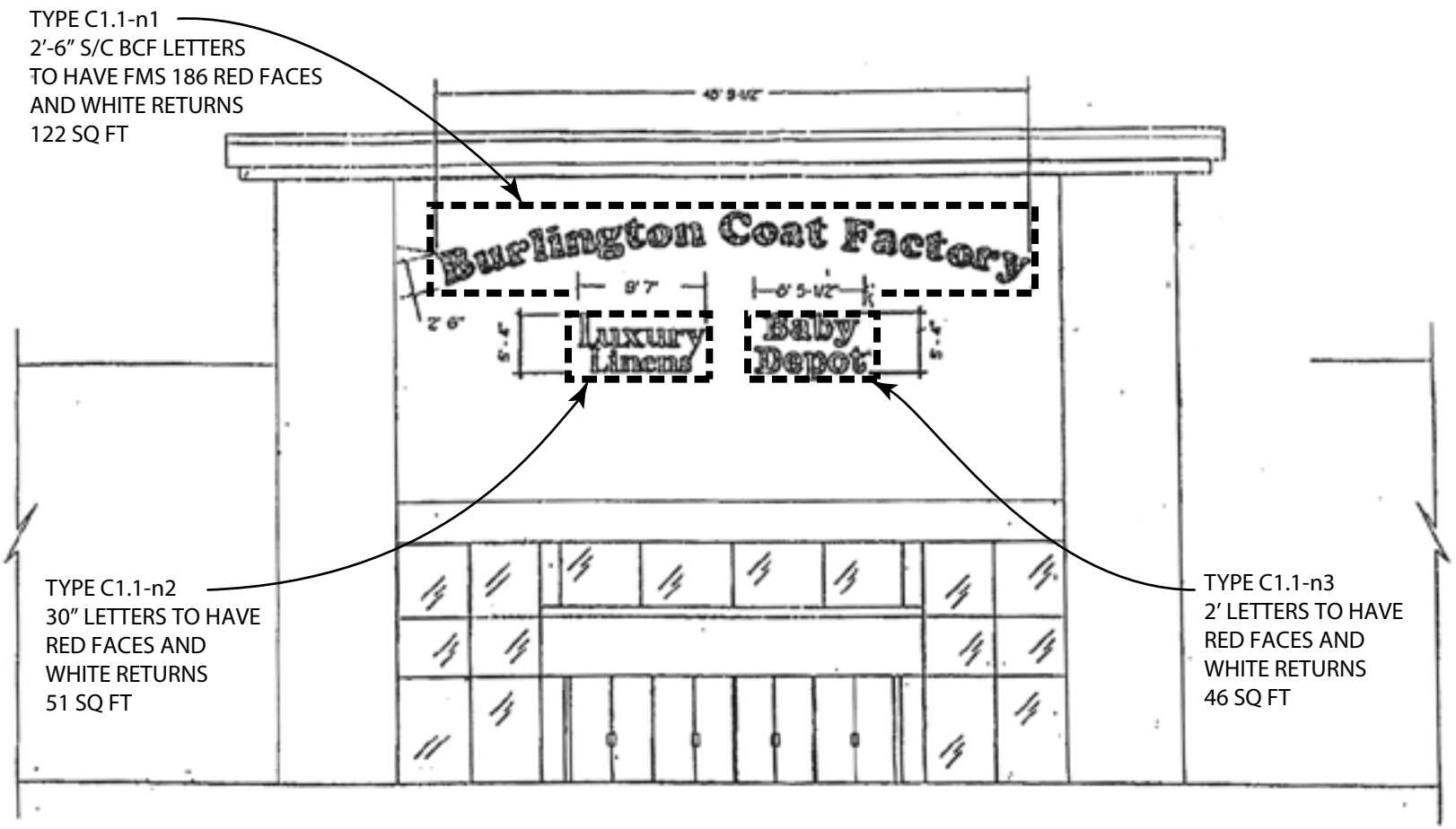
Overall Retail Tenant Location Plan



Sign Type C1

Burlington Coat Factory

Status: Existing to Remain



PARTIAL NORTH ELEVATION

Sign Type C2

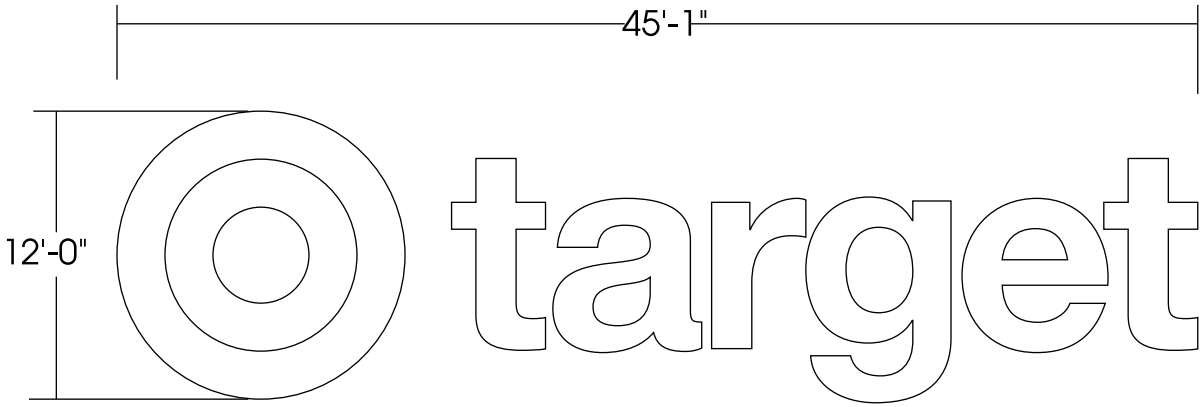
Parking Deck (Tenant Signage)

Status: Existing to Remain

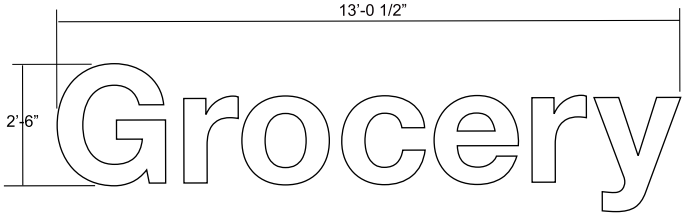
Sign Type C3

Super Target

Status: Existing to Remain

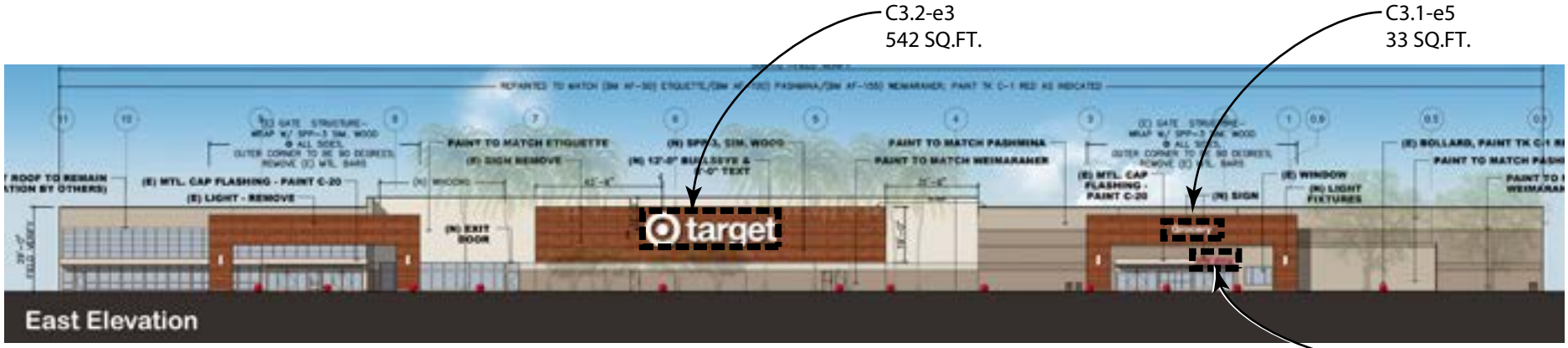


C3.2-e3



C3.1-e5

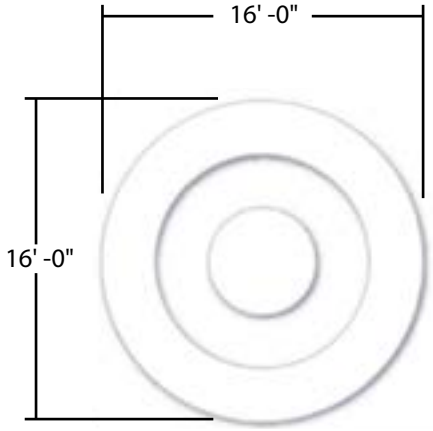
C3.1-e4



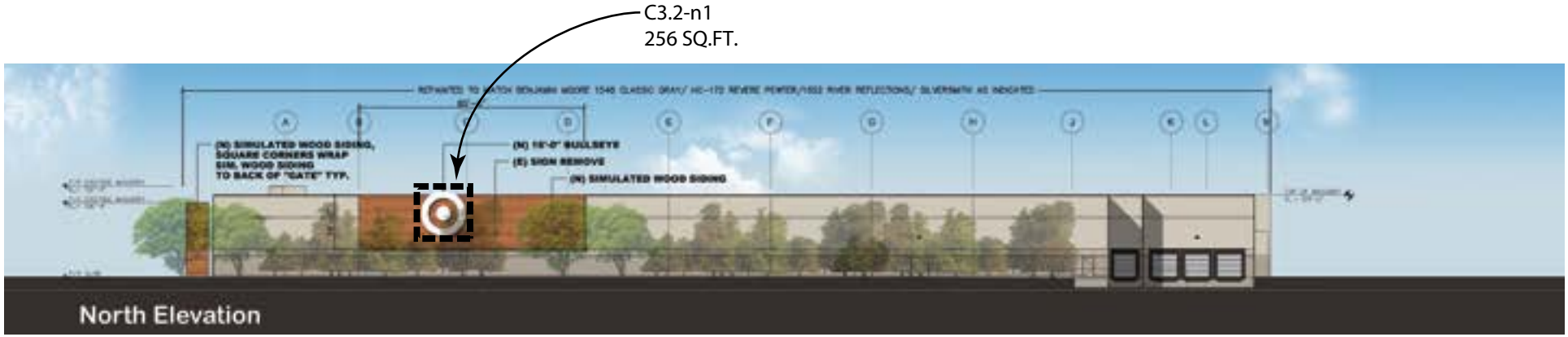
Sign Type C3

Super Target

Status: Existing to Remain



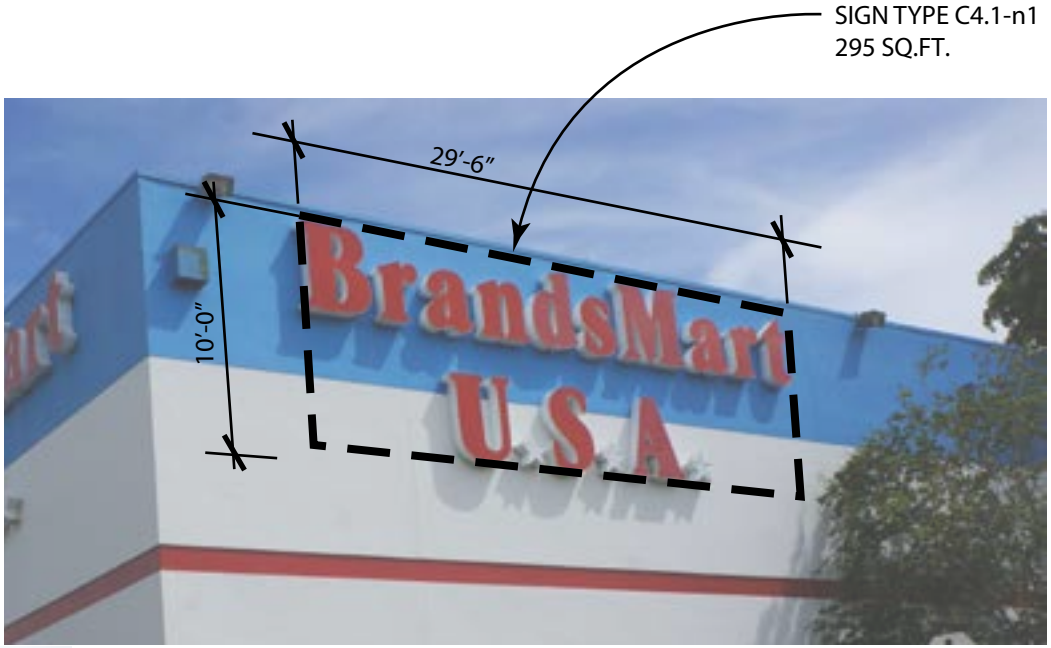
C3.2-n1

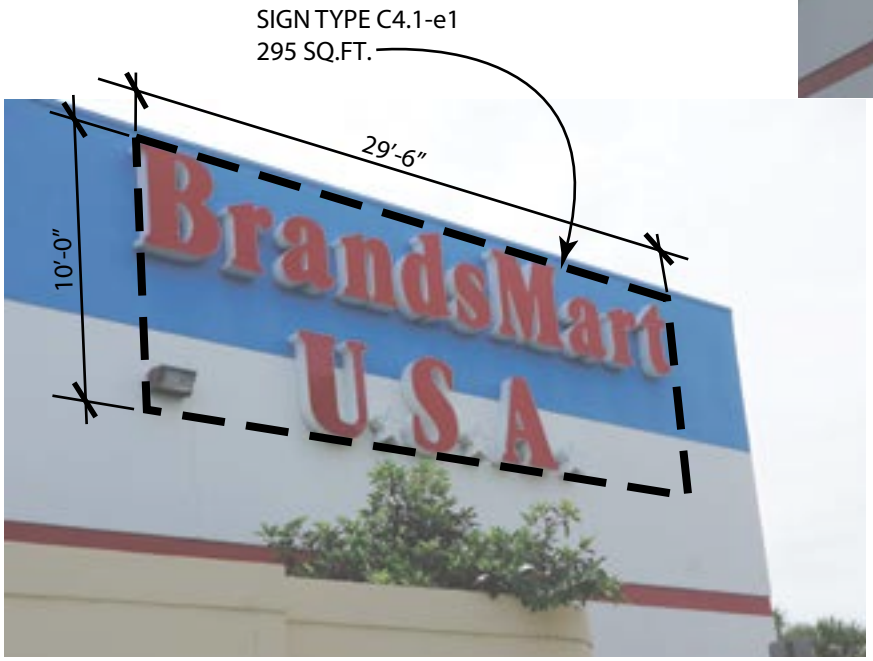


Sign Type C4

Brandsmart USA

Status: Existing to Remain

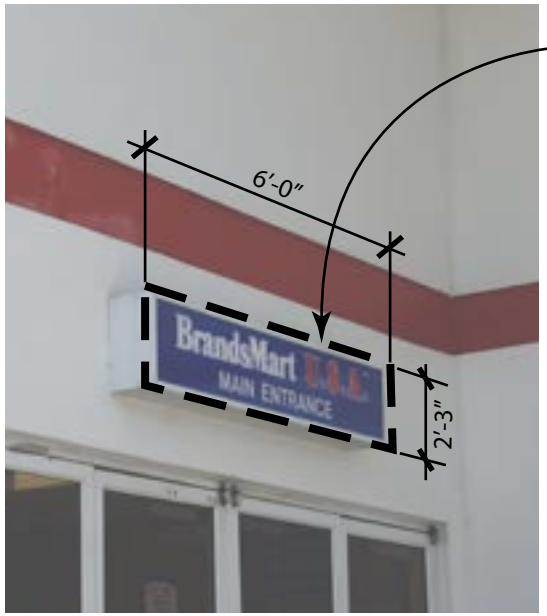




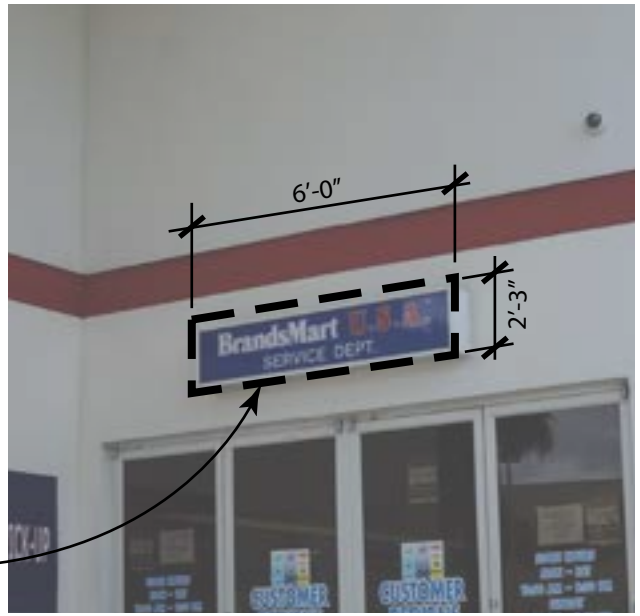
Sign Type C4

Brandsmart USA

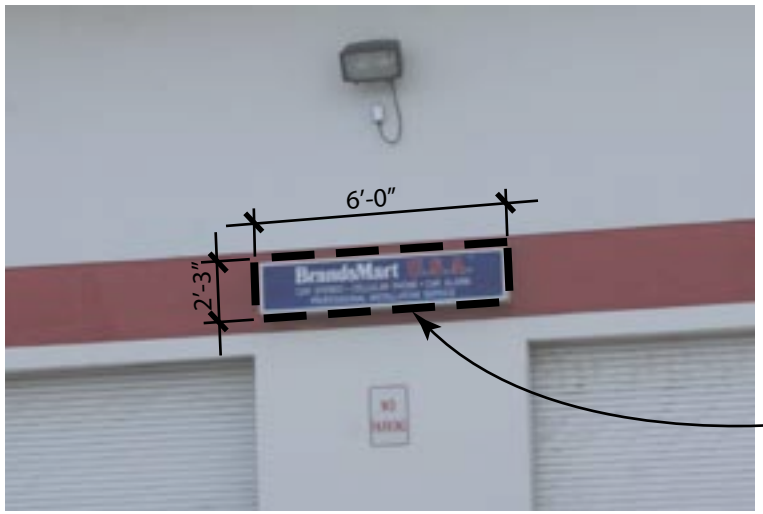
Status: Existing to Remain



SIGN TYPE C4.2-s4
13.5 SQ.FT.



SIGN TYPE C4.2-s3
13.5 SQ.FT.



SIGN TYPE C4.2-se1
13.5 SQ.FT.

Sign Type C4

Brandsmart USA

Status: Existing to Remain

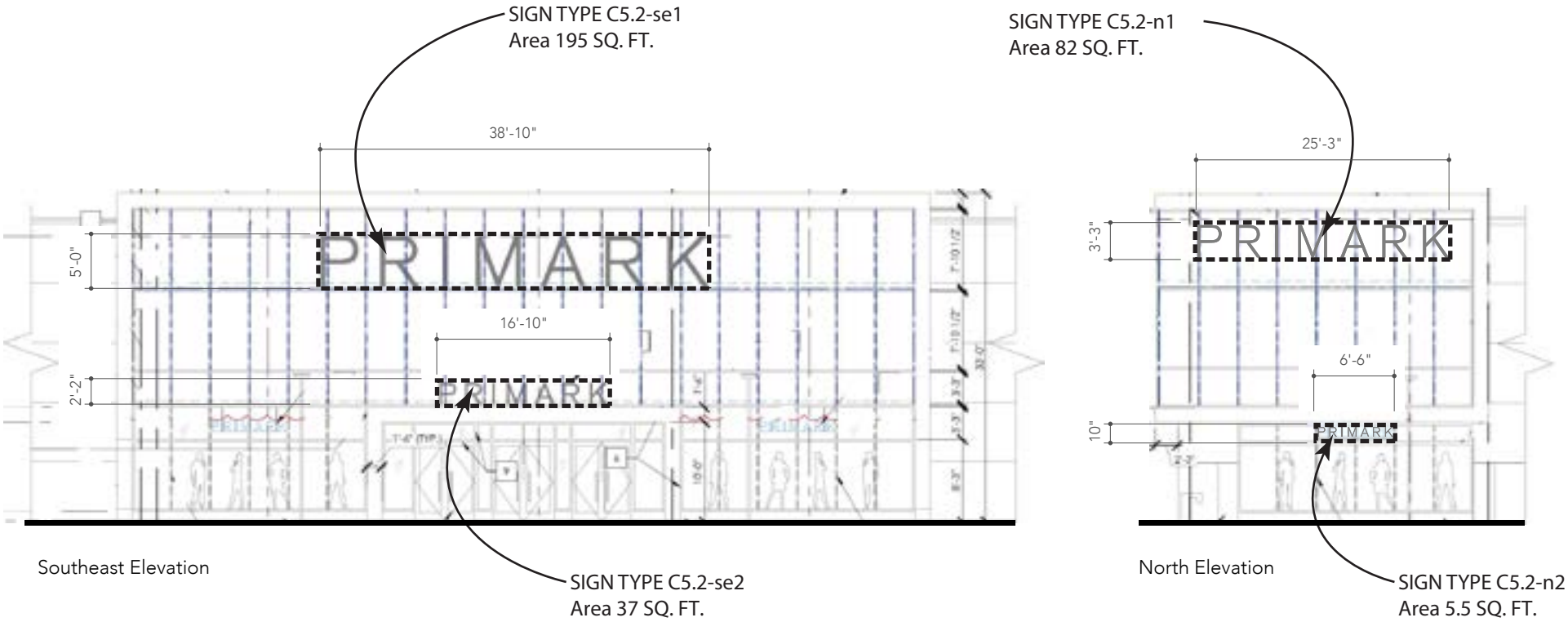
SIGN TYPE C4.3-s2
295 SQ.FT.

SIGN TYPE C4.3-s1
295 SQ.FT.

Sign Type C5

Primark

Status: Existing to Remain



Southeast Elevation

North Elevation

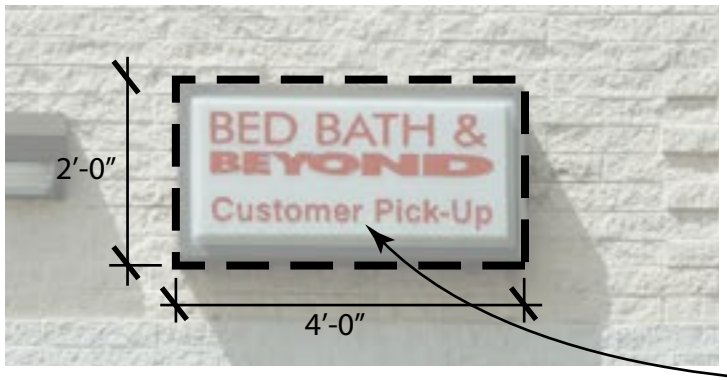
Sign Type C6

Bed Bath & Beyond

Status: Existing to Remain

SIGN TYPE C6.1-ne1
60 SQ.FT.

SIGN TYPE C6.1-ne2
160 SQ.FT.



SIGN TYPE C6.1-sw1
8 SQ.FT.

Sign Type C7

Marshalls

Status: Existing to Remain

Sign Type C7

Marshalls

Status: Existing to Remain

Sign Type C7

Marshalls

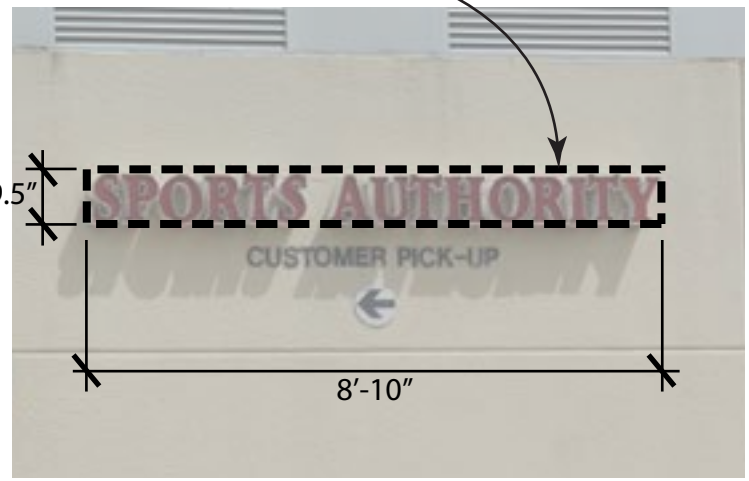
Status: Existing to Remain

Sign Type C8

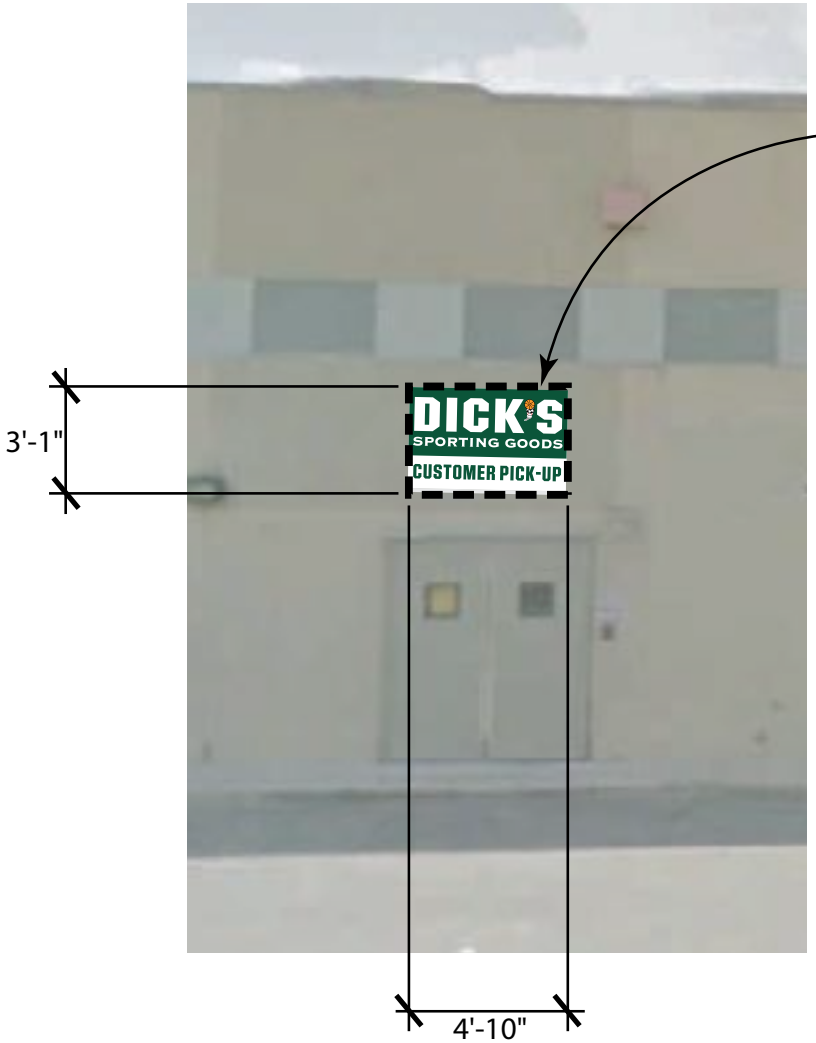
Dick's Sporting Goods

Status: Existing to Remain

SIGN TYPE C8.1-nw1
7 SQ.FT.



SIGN TYPE C8a.1-nw1
16 SQ.FT.



Sign Type C9

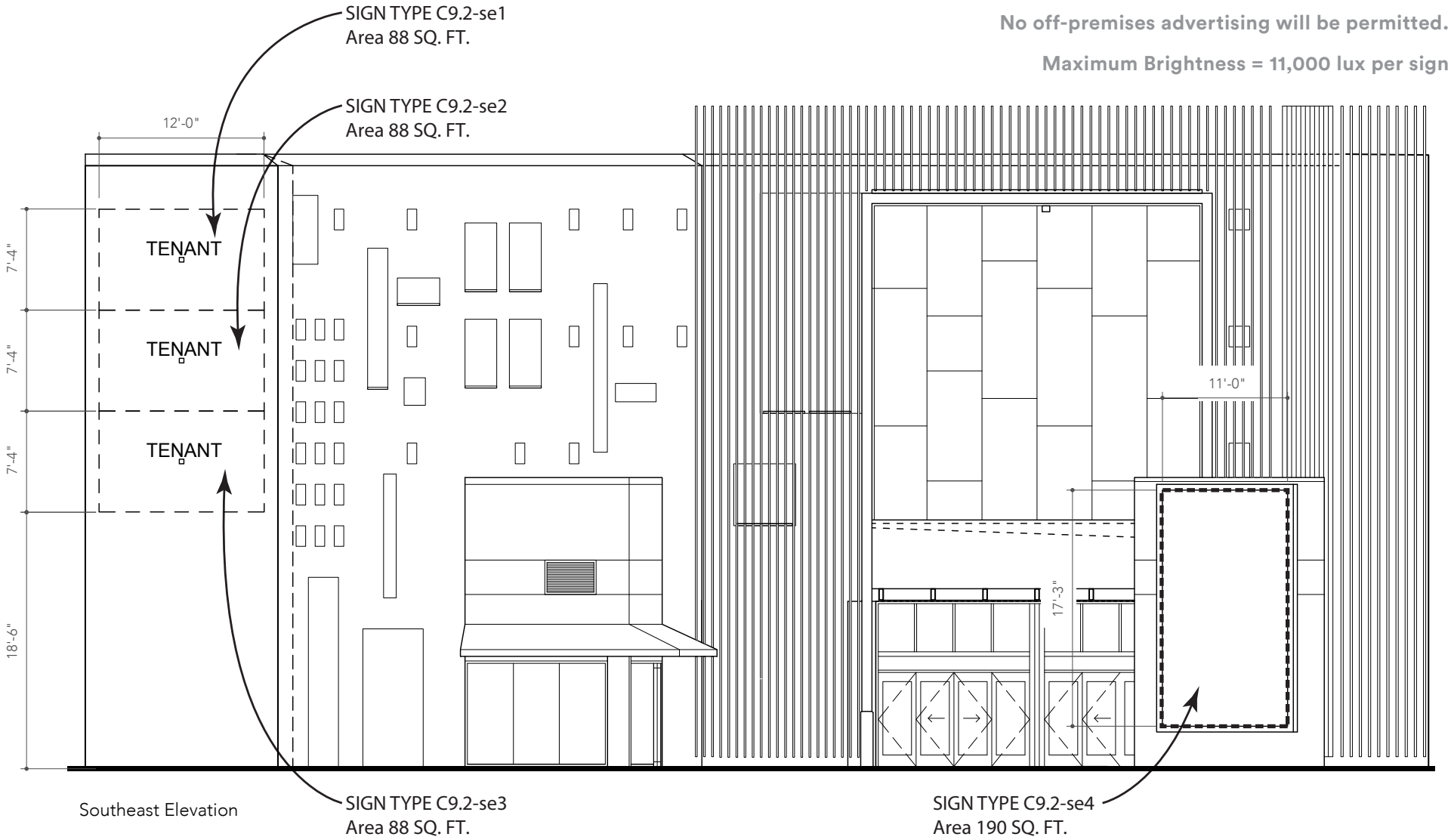
Entry 2 Tenant Signage

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.

Maximum Brightness = 11,000 lux per sign



Southeast Elevation

Sign Type C10

NOT USED

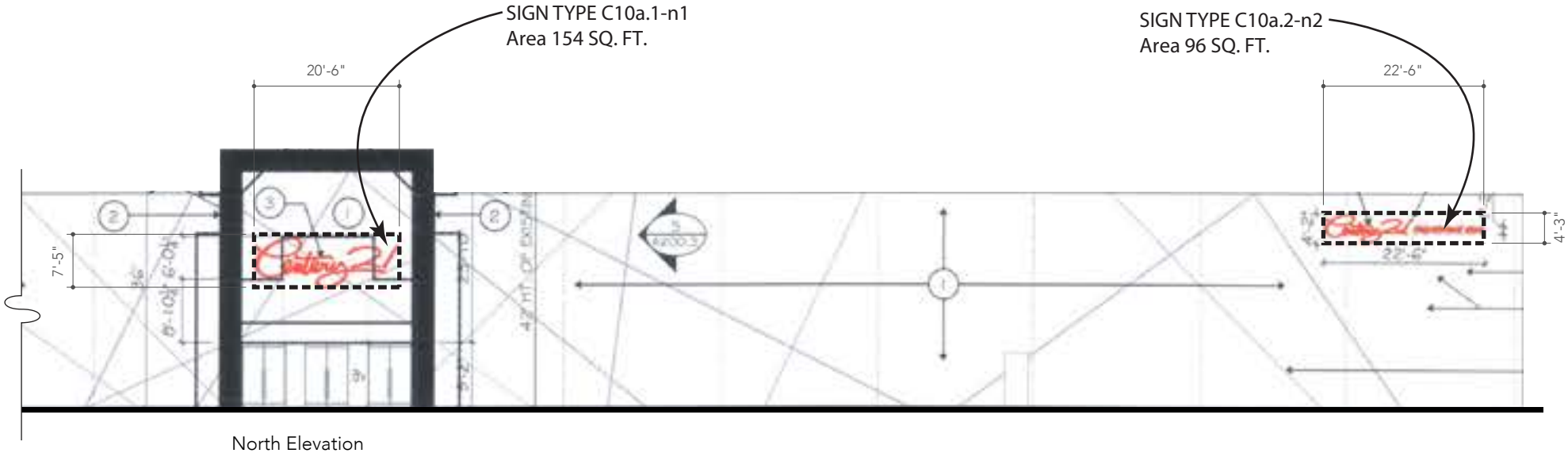
Sign Type C10

NOT USED

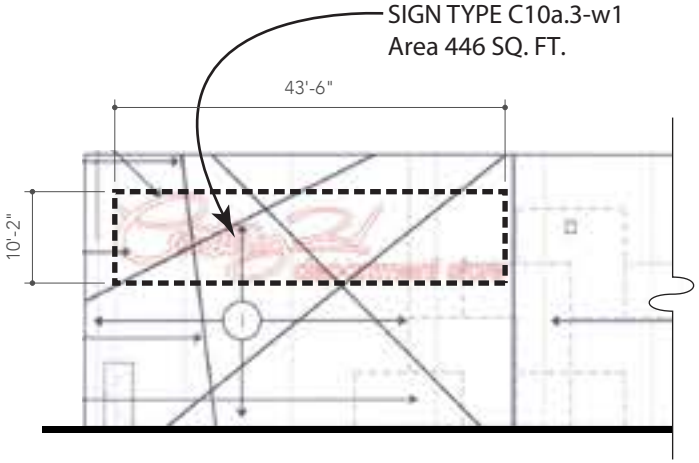
Sign Type C10a

Century 21

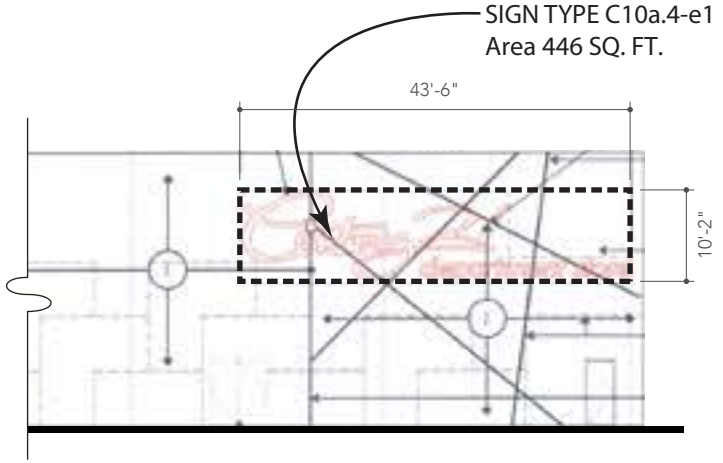
Status: Existing to Remain



North Elevation



West Elevation



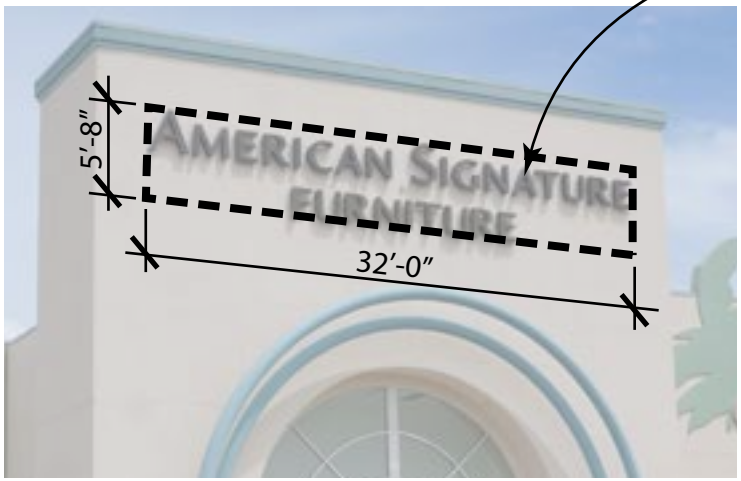
East Elevation

Sign Type C11

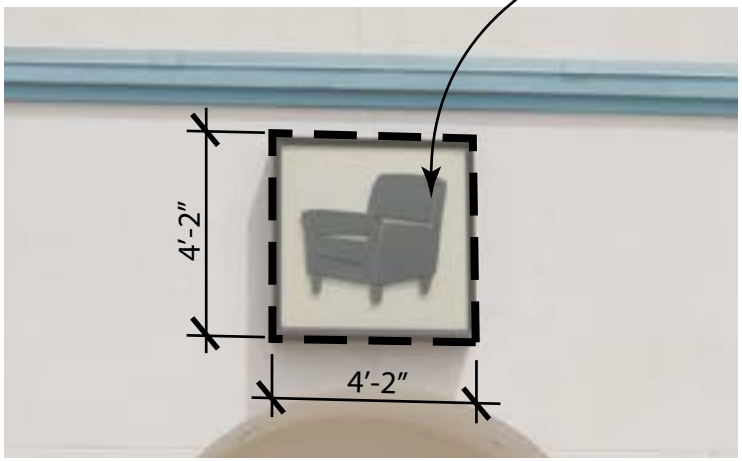
American Signature Furniture

Status: Existing to Remain

SIGN TYPE C11.1-nw1
181 SQ.FT.



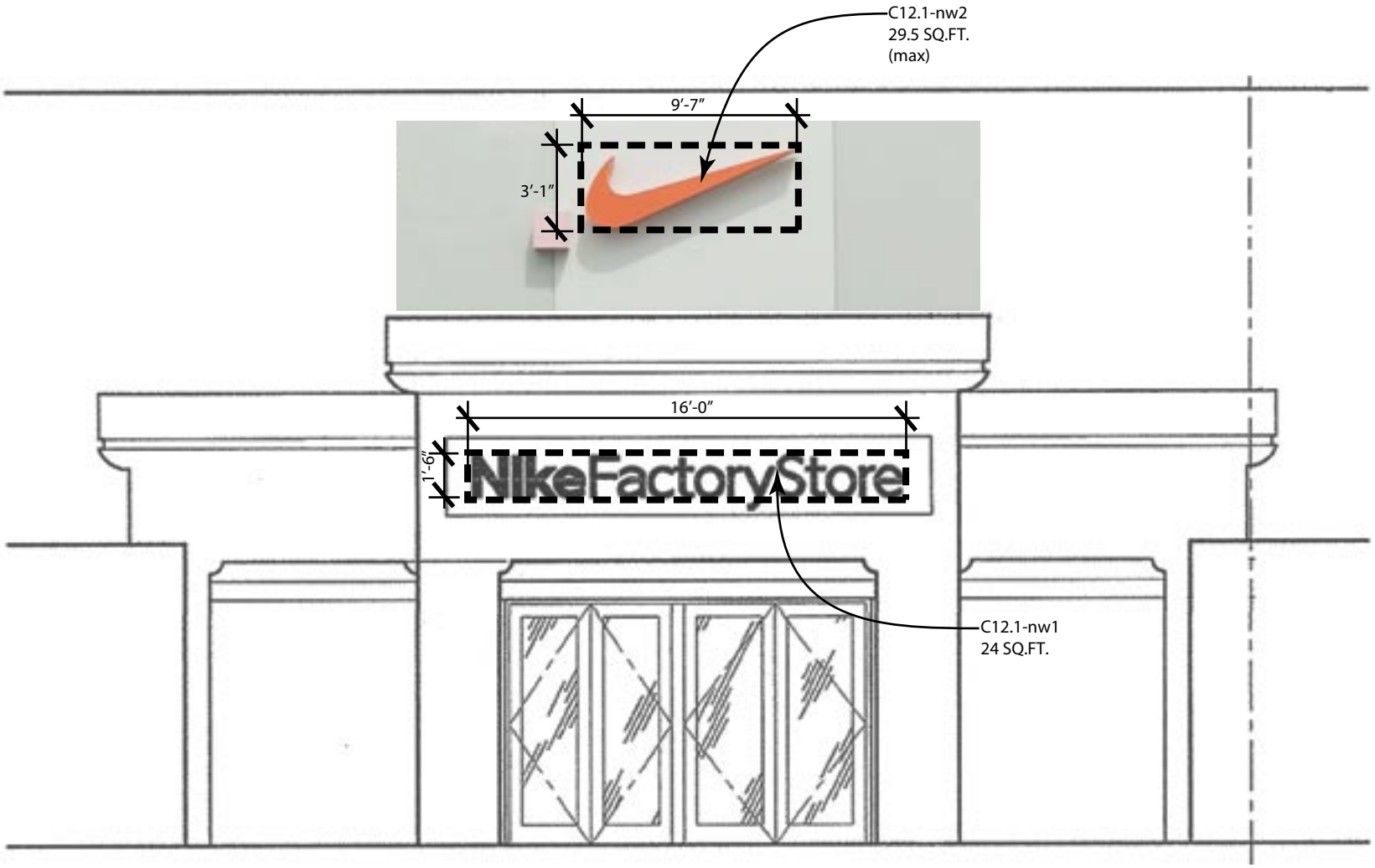
SIGN TYPE C11.1-nw2
17 SQ.FT.



Sign Type C12

Nike Factory Store

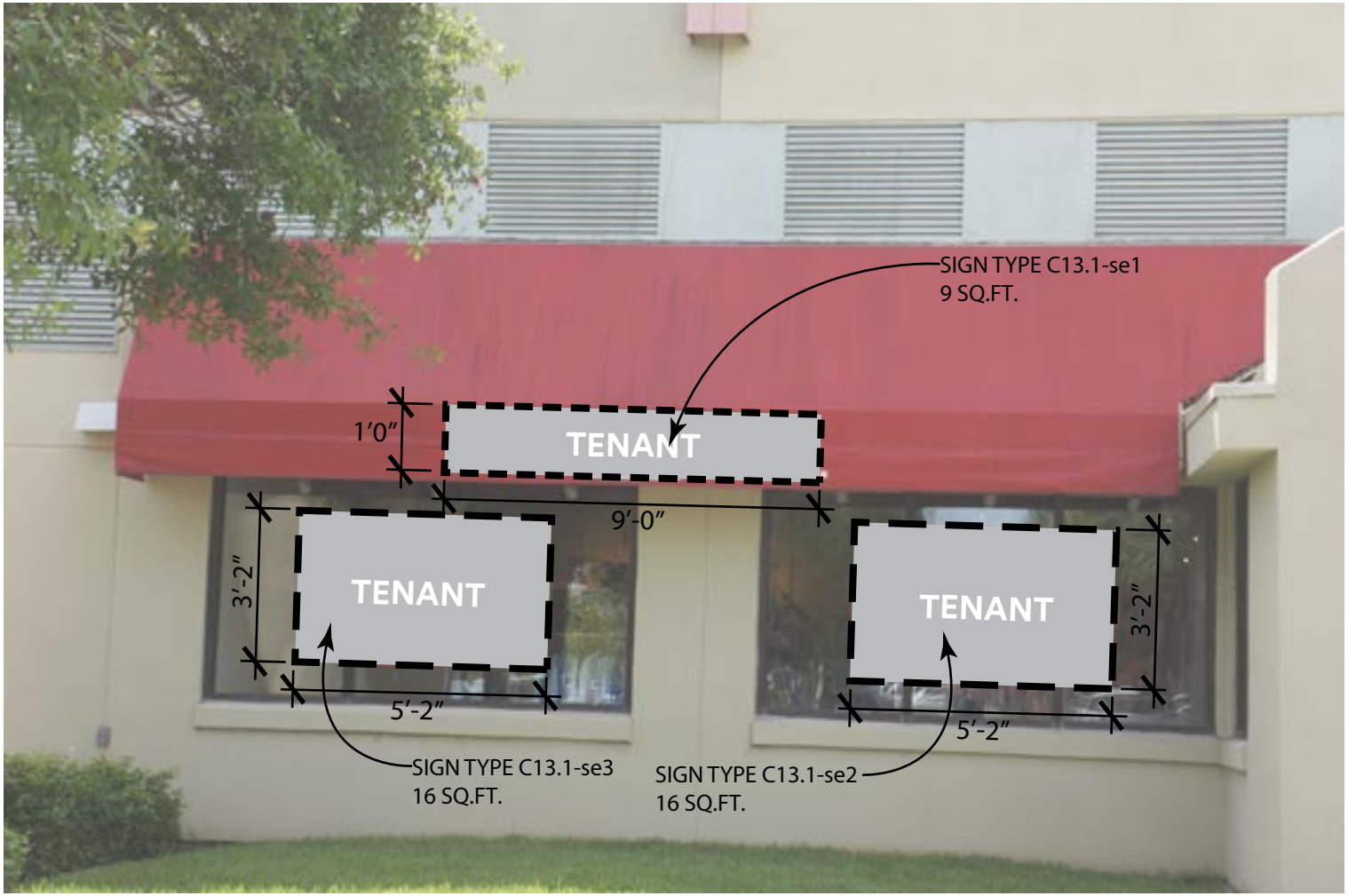
Status: Existing to Remain



Sign Type C13

Tenant

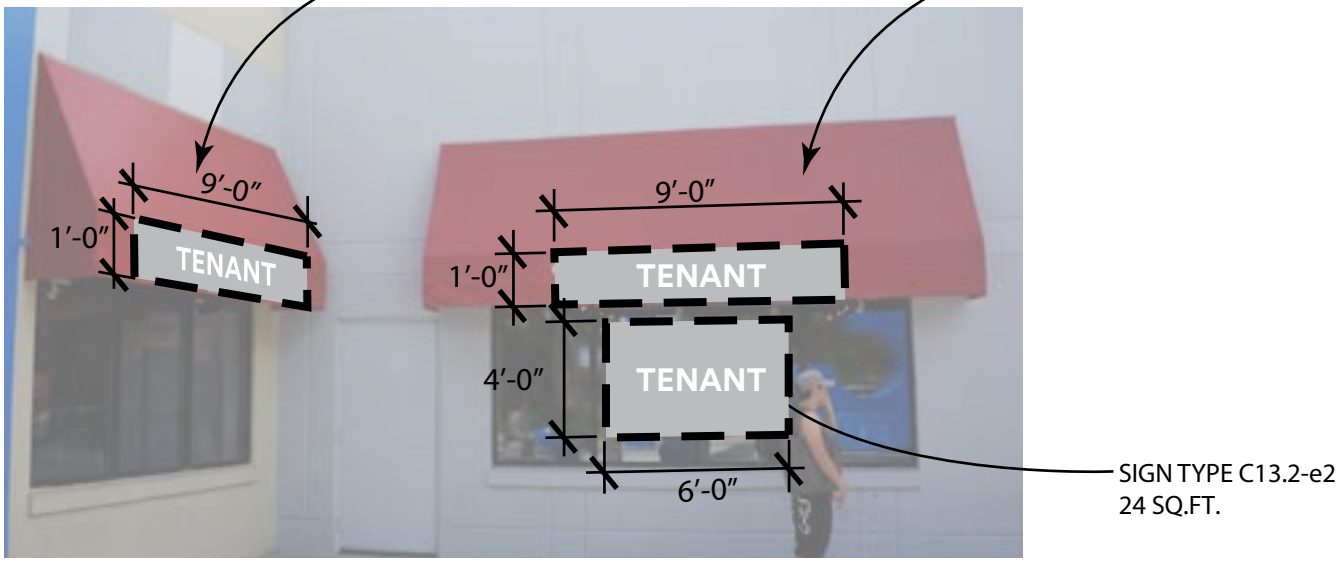
Status: Existing to Remain

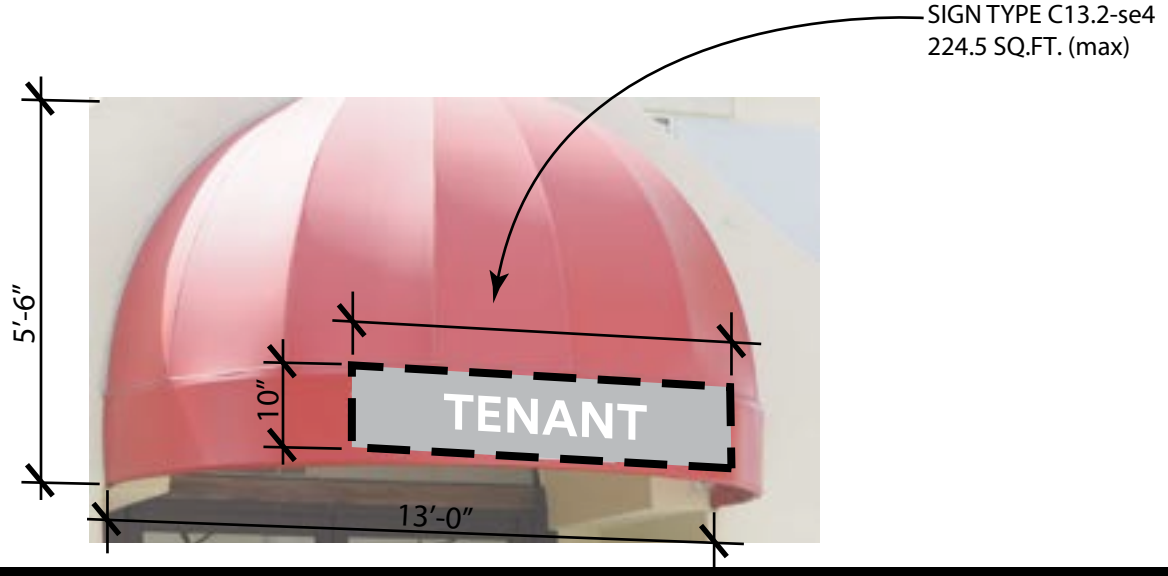


Sign Type C13

Tenant

Status: Existing to Remain





Sign Type C14

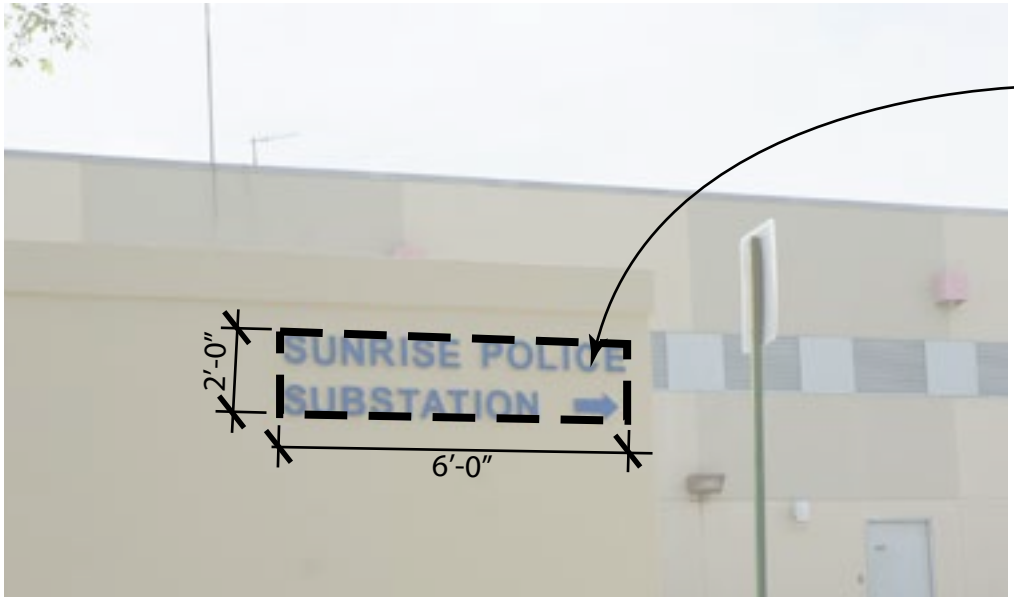
Lenscrafters

Status: Existing to Remain

Sign Type C15

Sunrise Police Substation

Status: Existing to Remain



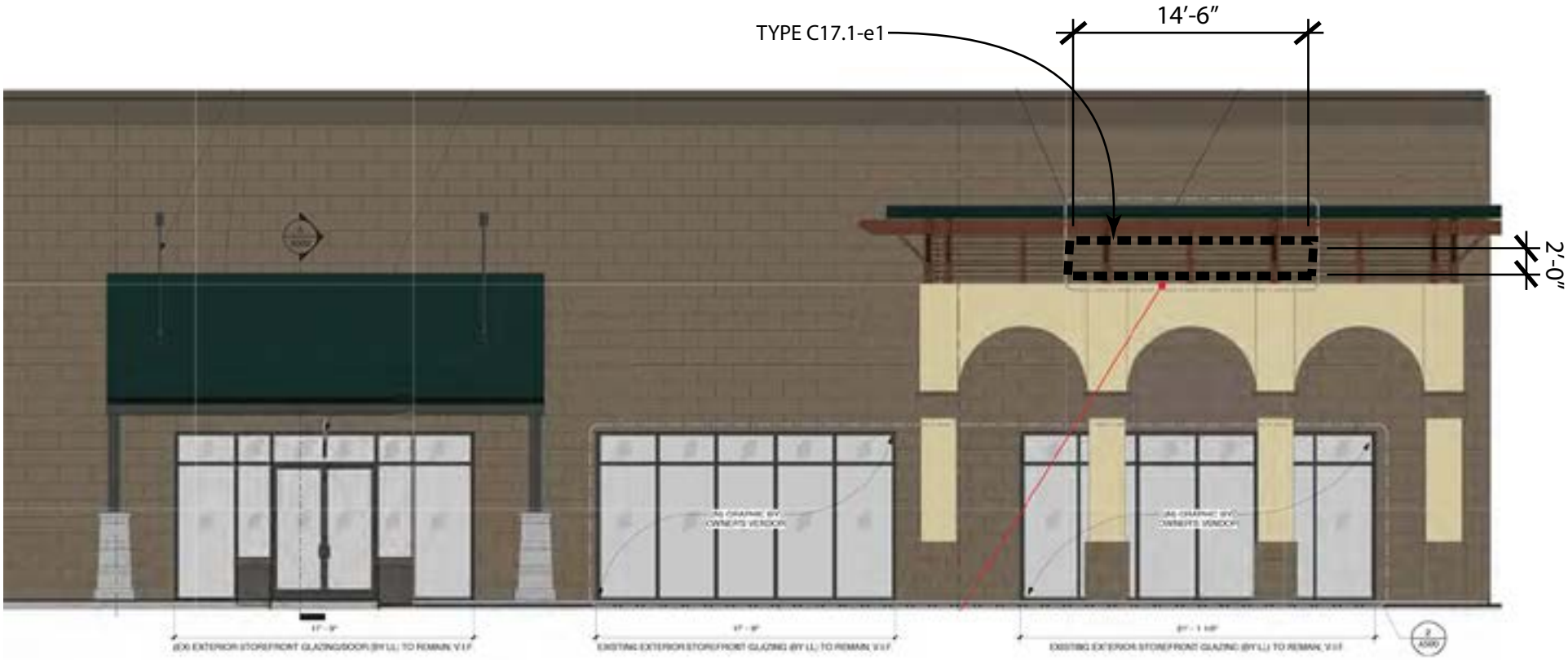
Sign Type C16

NOT USED

Sign Type C17

Columbia

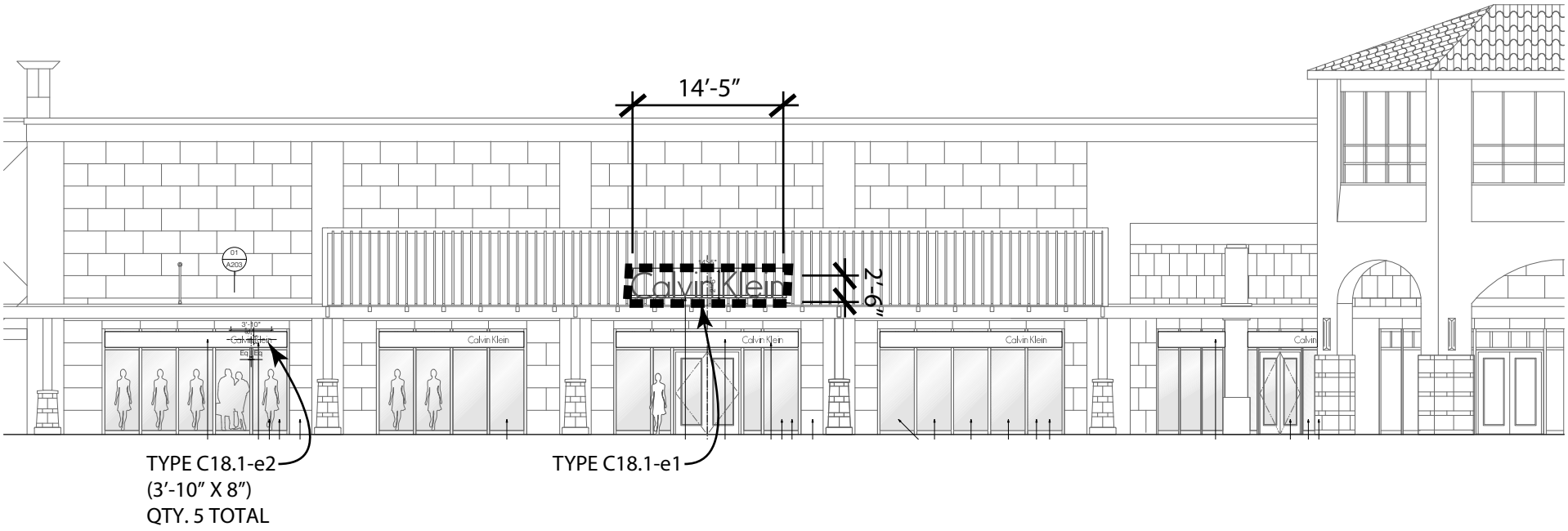
Status: Existing to Remain



Sign Type C18

Calvin Klein

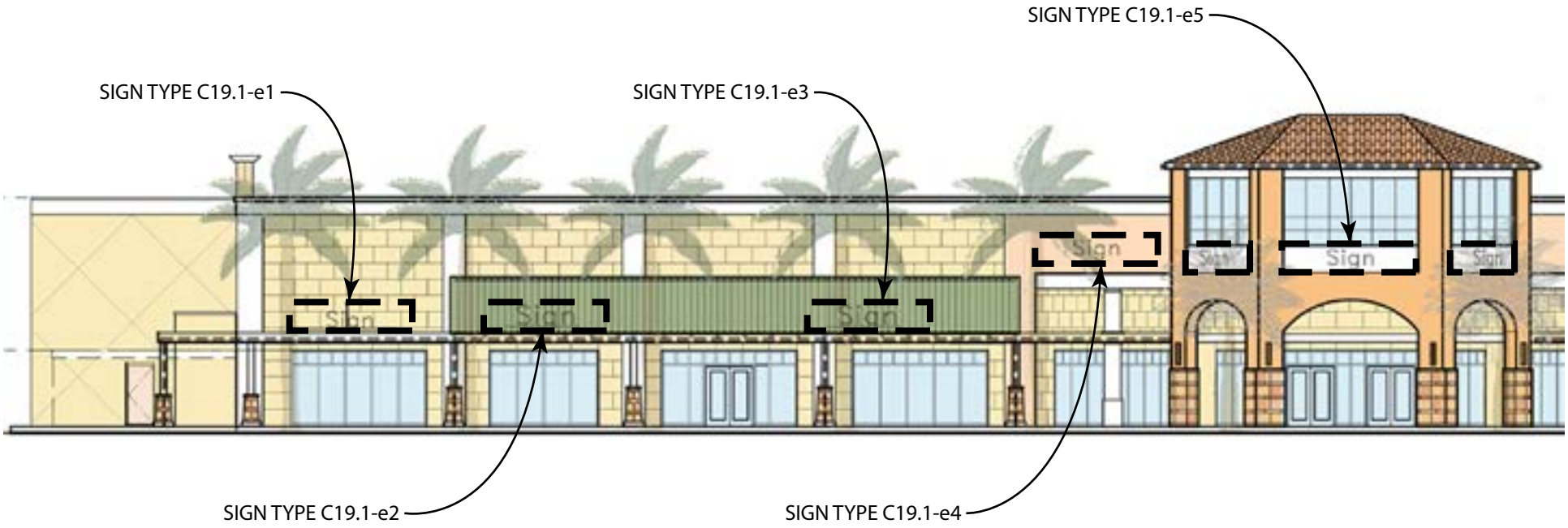
Status: Existing to Remain



Sign Type C19

Anchor D

Status: Existing to Remain

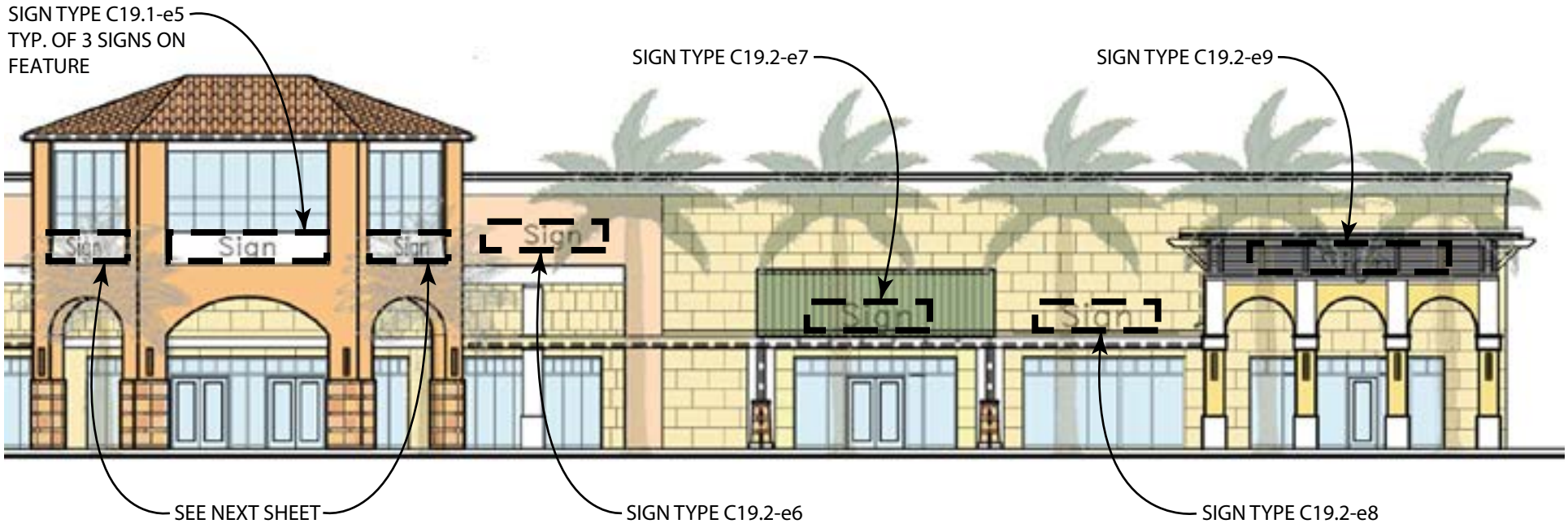


*NOTE: SIGN SHALL BE MOUNTED IN AREA INDICATED BY DASHED LINE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN

Sign Type C19

Anchor D

Status: Existing to Remain

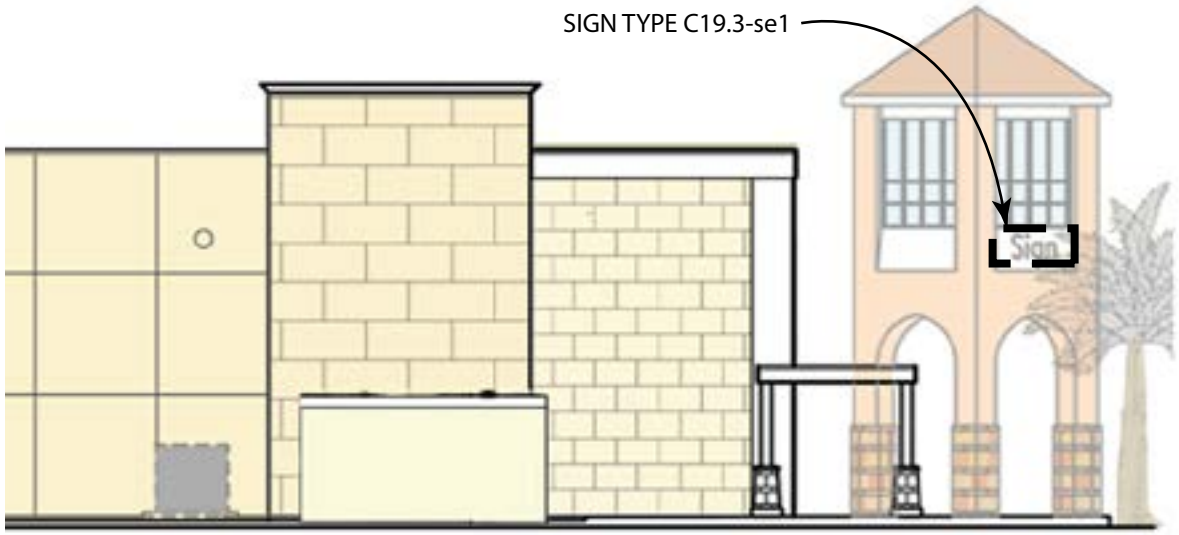


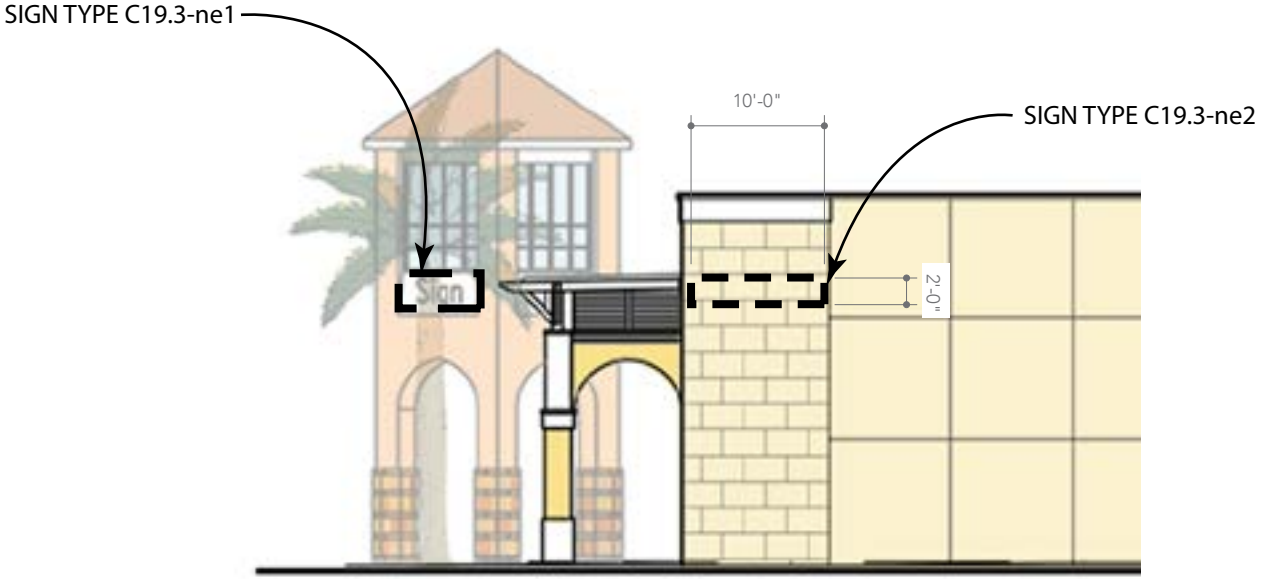
*NOTE: SIGN SHALL BE MOUNTED IN AREA INDICATED BY DASHED LINE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN

Sign Type C19

Anchor D

Status: Existing to Remain



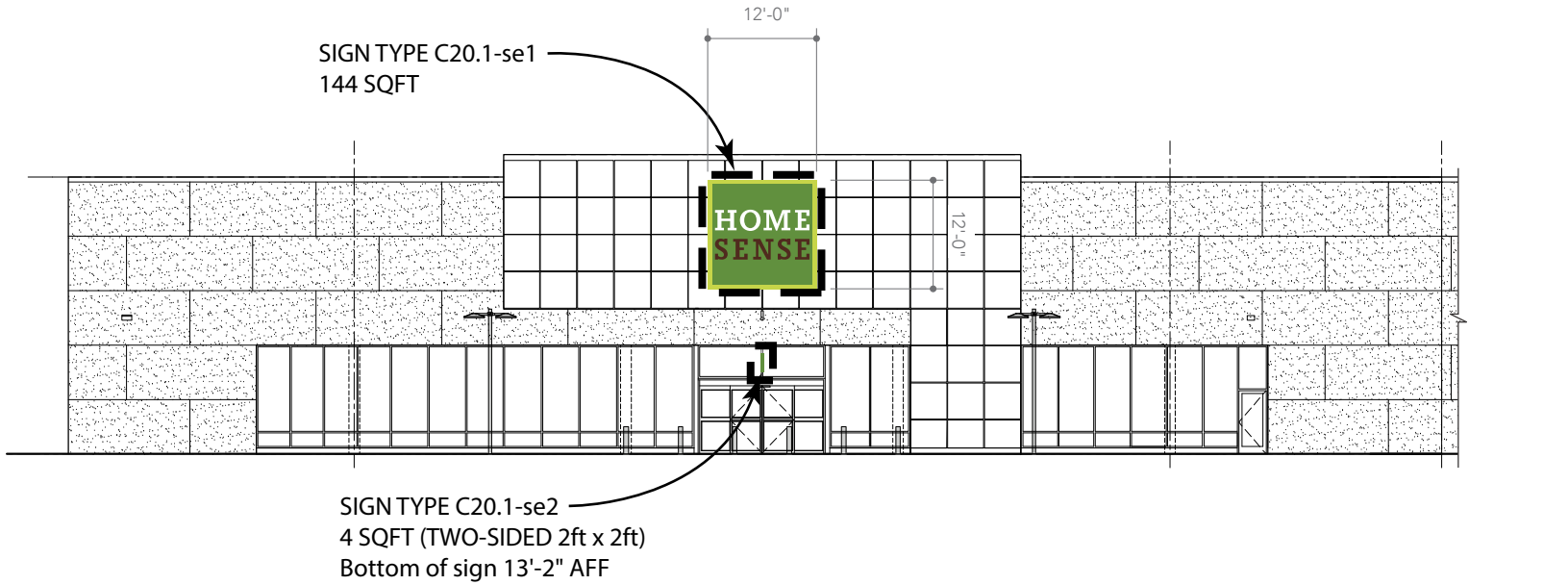


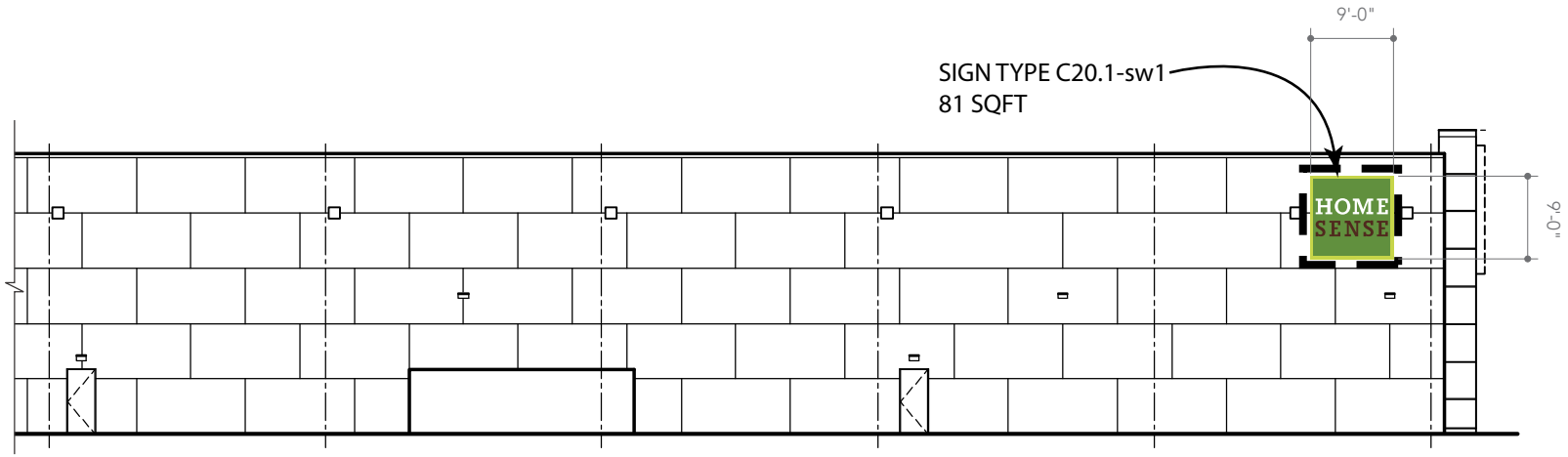
*NOTE: SIGN SHALL BE MOUNTED IN AREA INDICATED BY DASHED LINE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN

Sign Type C20

HomeSense

Status: Existing to Remain



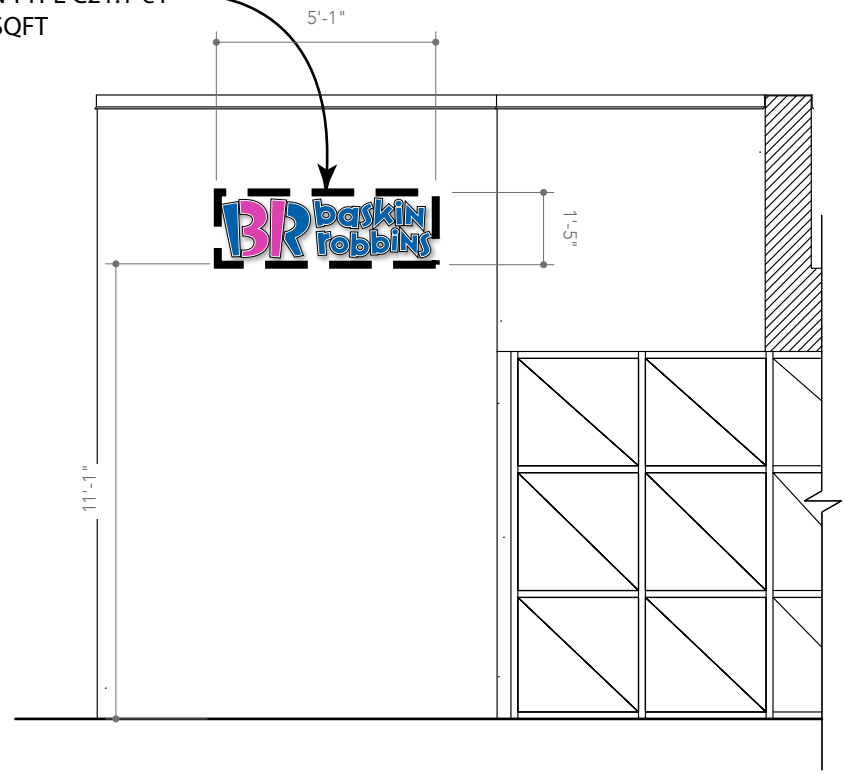


Sign Type C21

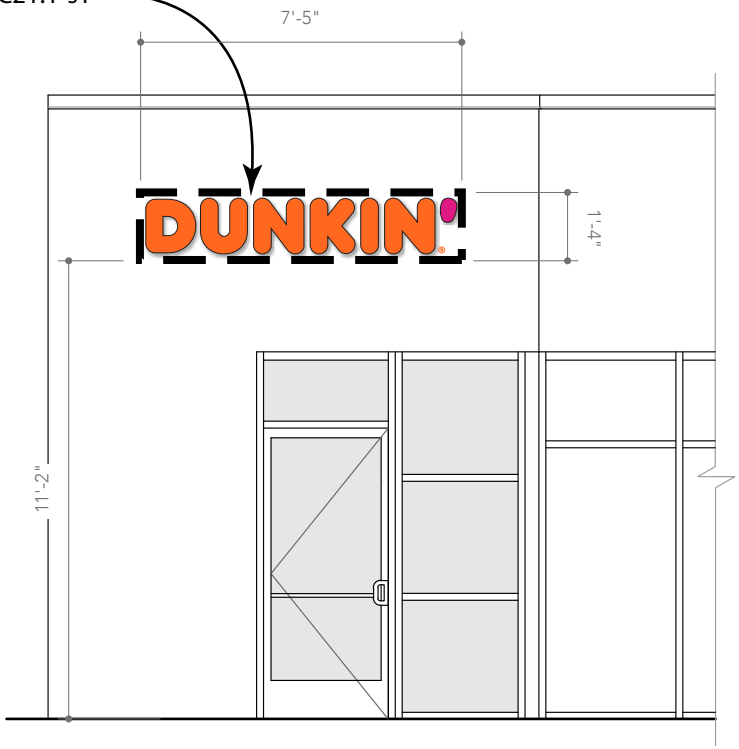
Dunkin' & Baskin Robbins

Status: Existing to Remain

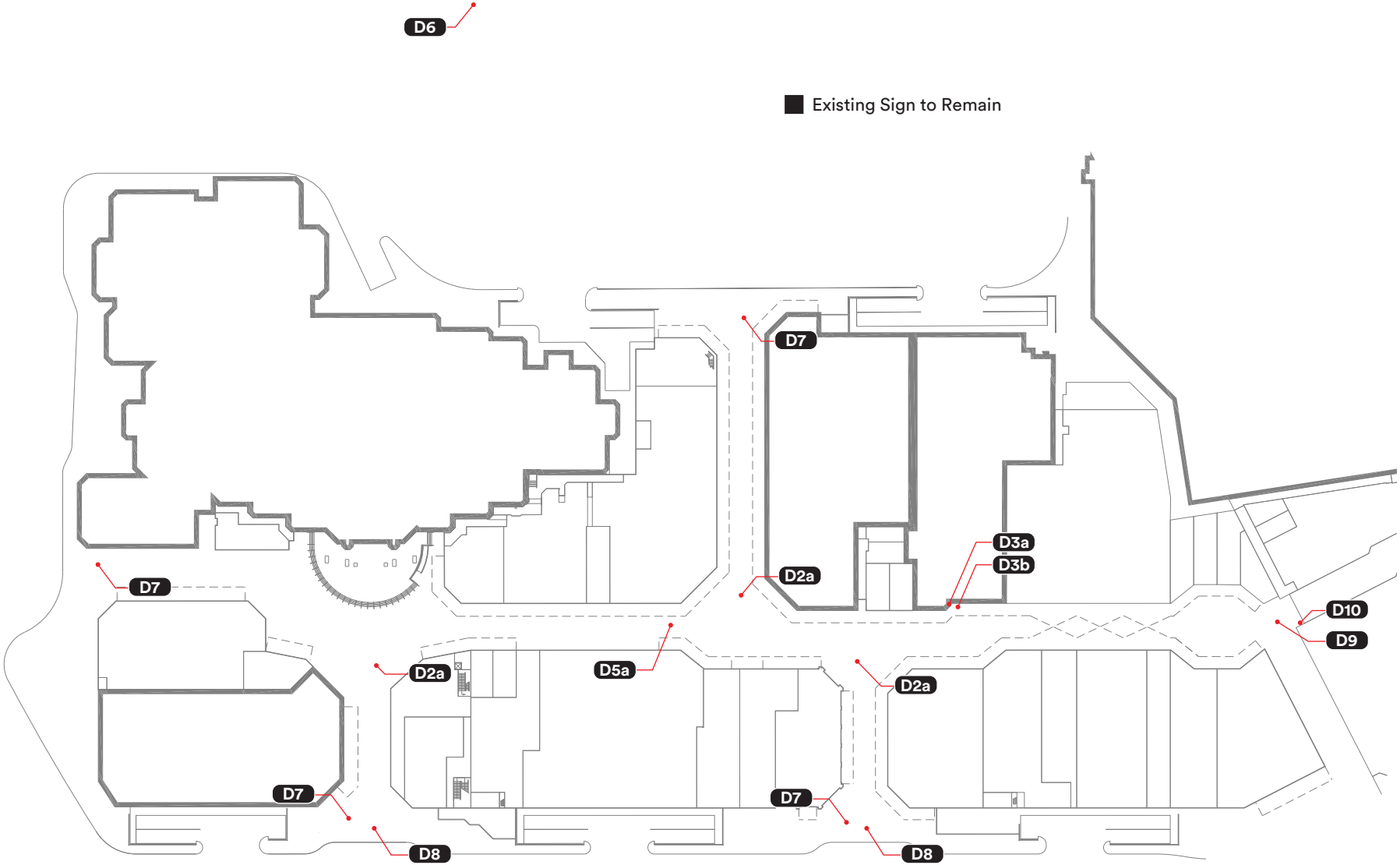
SIGN TYPE C21.1-e1
7.5 SQFT



SIGN TYPE C21.1-s1
10 SQFT



Overall Oasis General Signage Location Plan



Sign Type D1

NOT USED

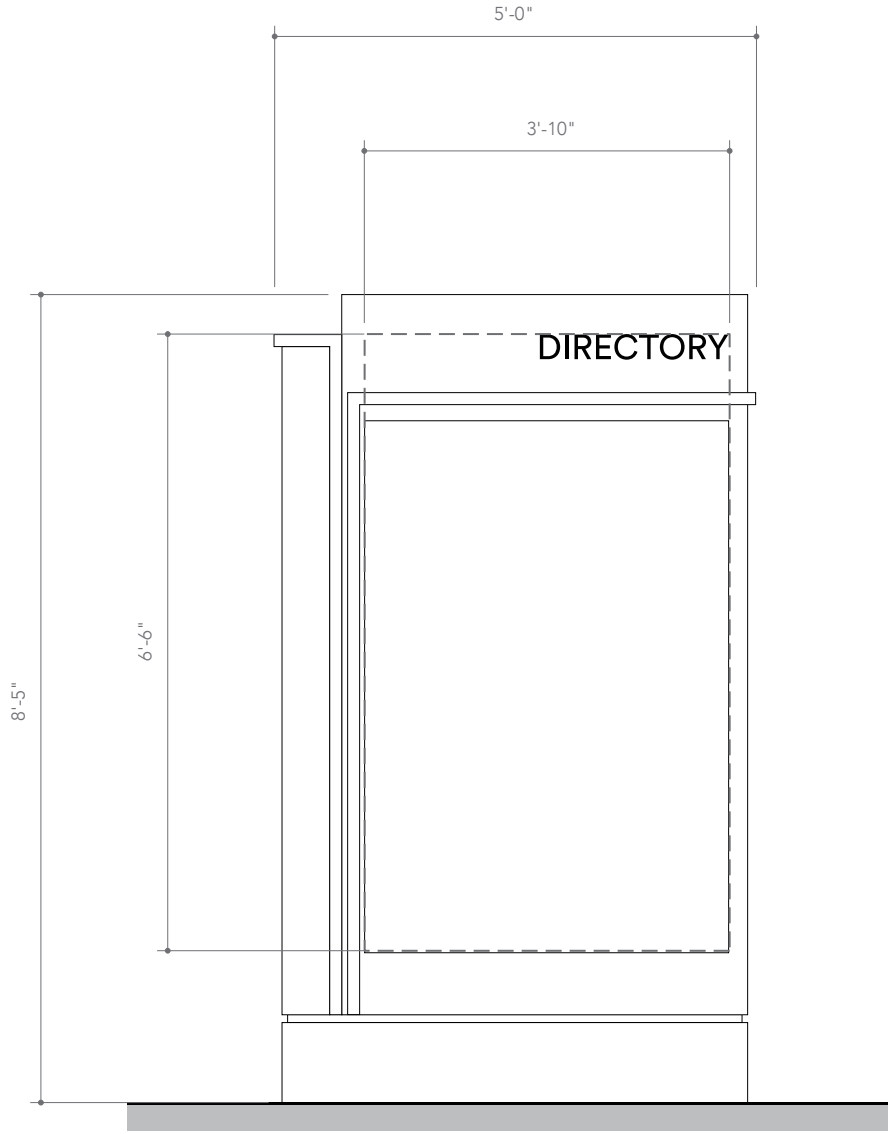
Sign Type D2

NOT USED

Sign Type D2a

Oasis Directory Sign

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 86 sq. ft.

Sign Face Area = 43 sq. ft.

Copy Area = 26 sq. ft.

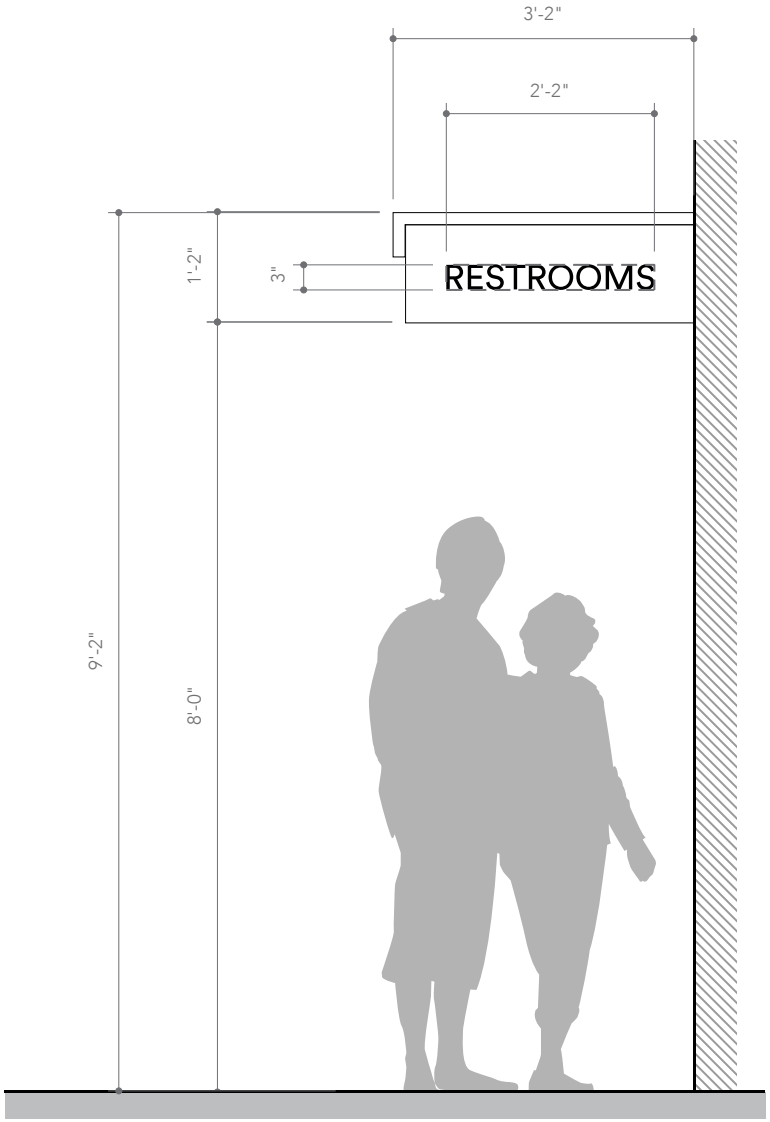
Sign Type D3

NOT USED

Sign Type D3a

Restroom Directional

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 8 sq. ft.

Sign Face Area = 4 sq. ft.

Copy Area = 0.5 sq. ft.

Sign Type D3b

Restroom Directional

Status: Existing to Remain

SINGLE SIDED SIGN

Total Area = 7 sq. ft.

Sign Face Area = 7 sq. ft.

Copy Area = 2.5 sq. ft.

Sign Type D4

NOT USED

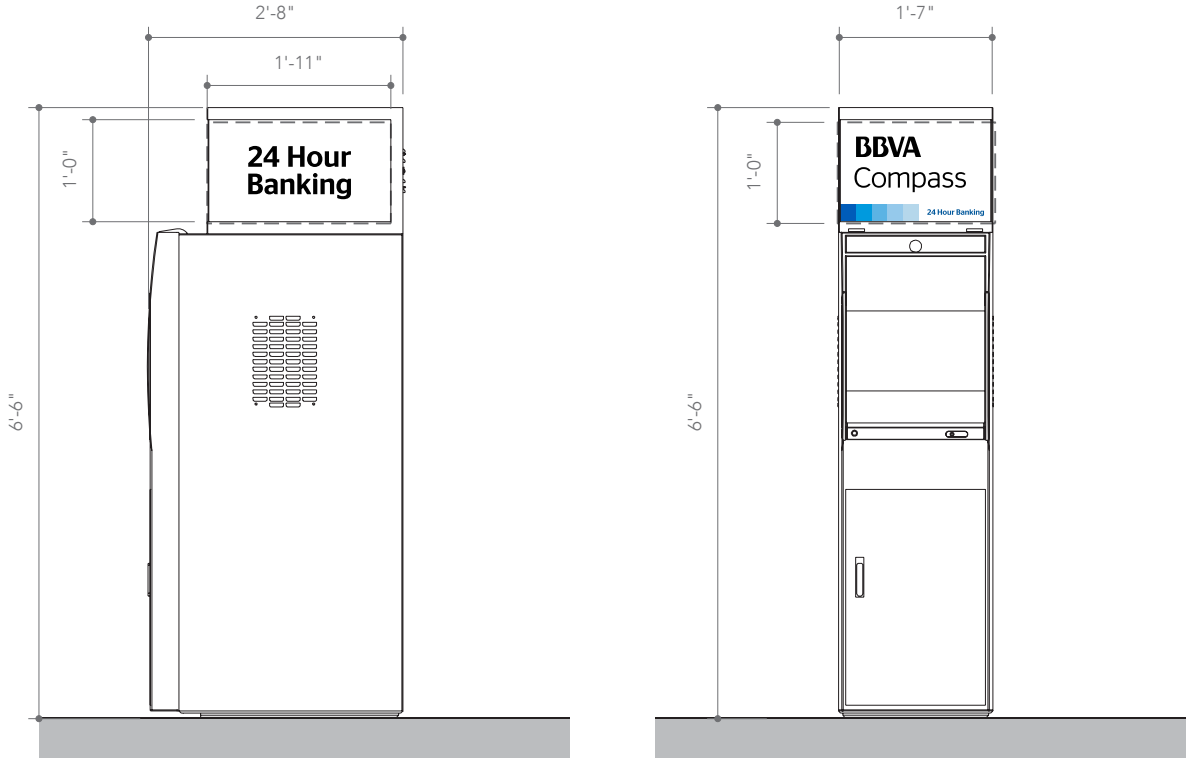
Sign Type D5

NOT USED

Sign Type D5a

ATM Sign

Status: Existing to Remain



FOUR-SIDED SIGN

Total Area = 72 sq. ft.

Sign Face Area = 18 sq. ft.

Copy Area = 2 sq. ft.

Sign Type D6

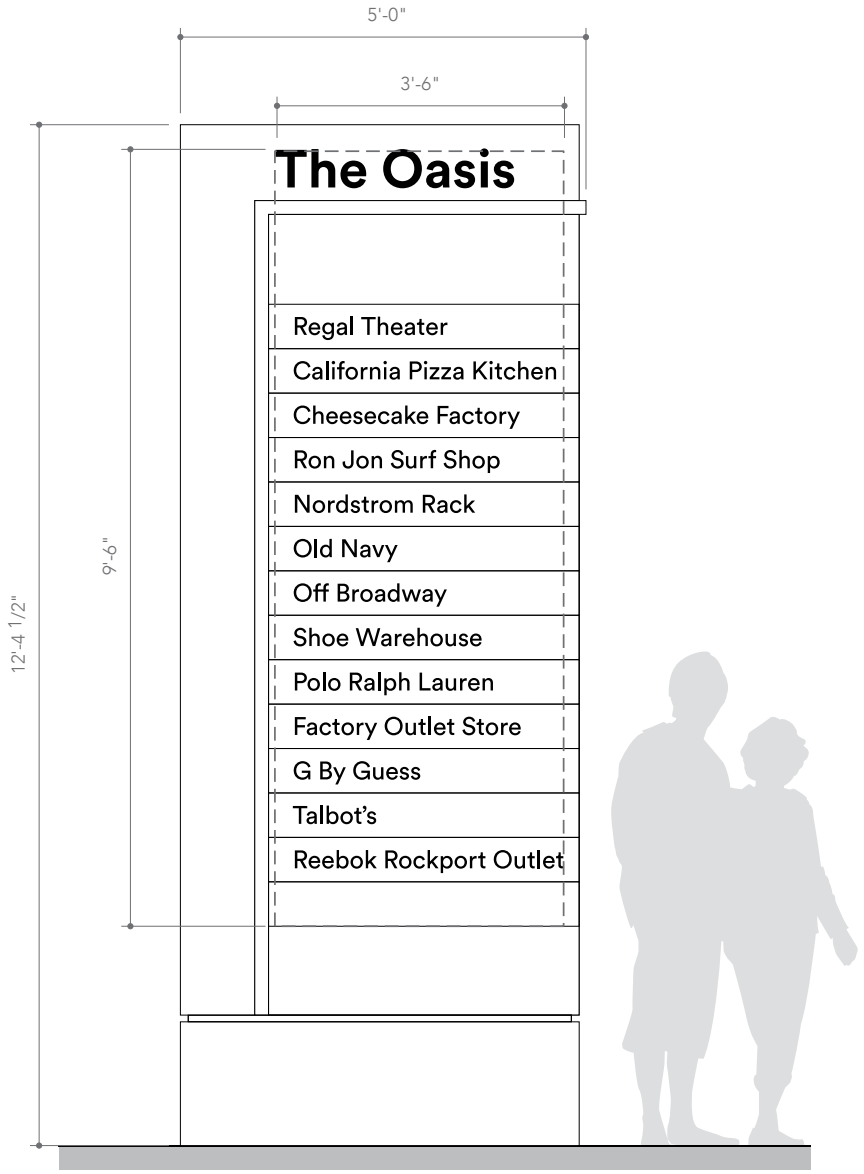
Freestanding Burlington Coat Factory Sign

Status: Existing to Remain

Sign Type D7

Oasis Tenant Listing Sign

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 125 sq. ft.

Sign Face Area = 62.5 sq. ft.

Copy Area = 34.2 sq. ft.

Sign Type D8

Oasis Valet Canopy Identity

Status: Existing to Remain

SINGLE SIDED SIGN

Total Area = 729 sq. ft.

Sign Face Area = 96 sq. ft.

Copy Area = 96 sq. ft.

Sign Type D9

Oasis Sawgrass Identity Sign

Status: Existing to Remain

SINGLE SIDED SIGN

Total Area = 122.5 sq. ft.

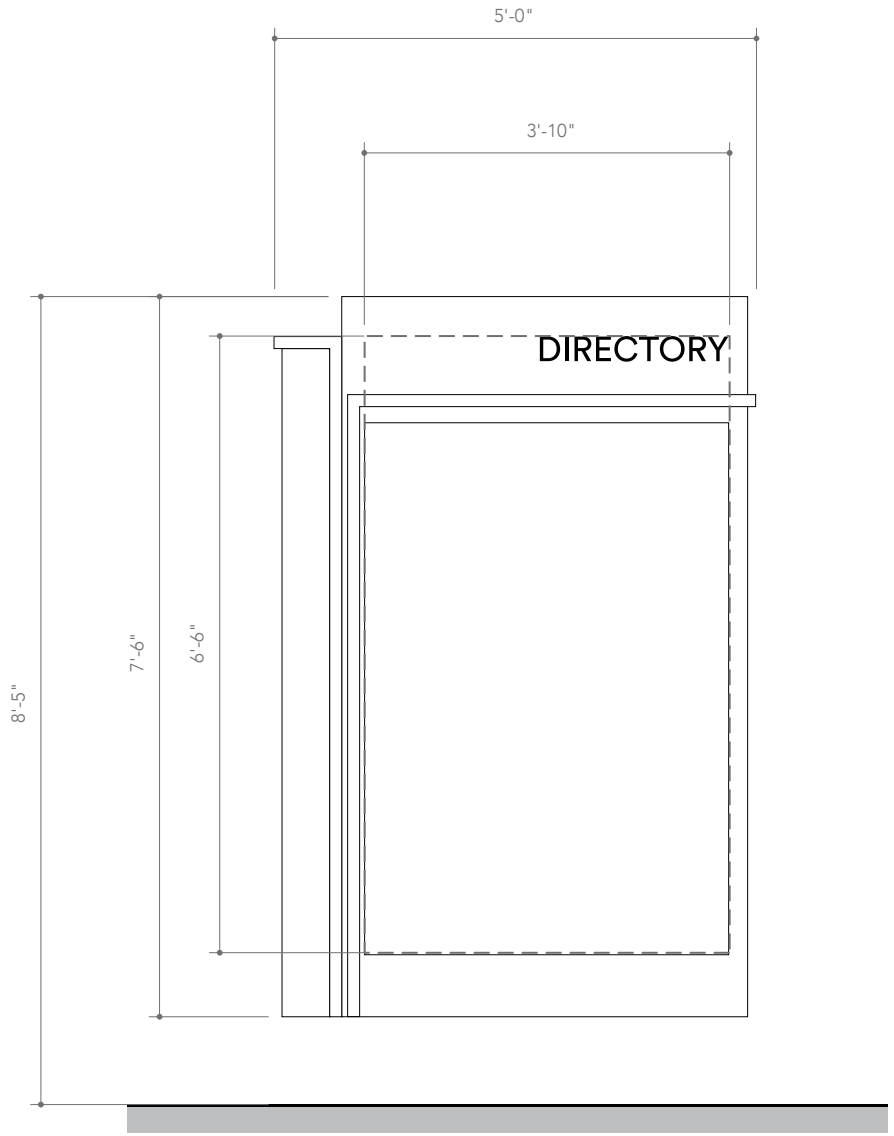
Sign Face Area = 122.5 sq. ft.

Copy Area = 122.5 sq. ft.

Sign Type D10

Wall Mounted Directory

Status: Existing to Remain



SINGLE SIDED SIGN

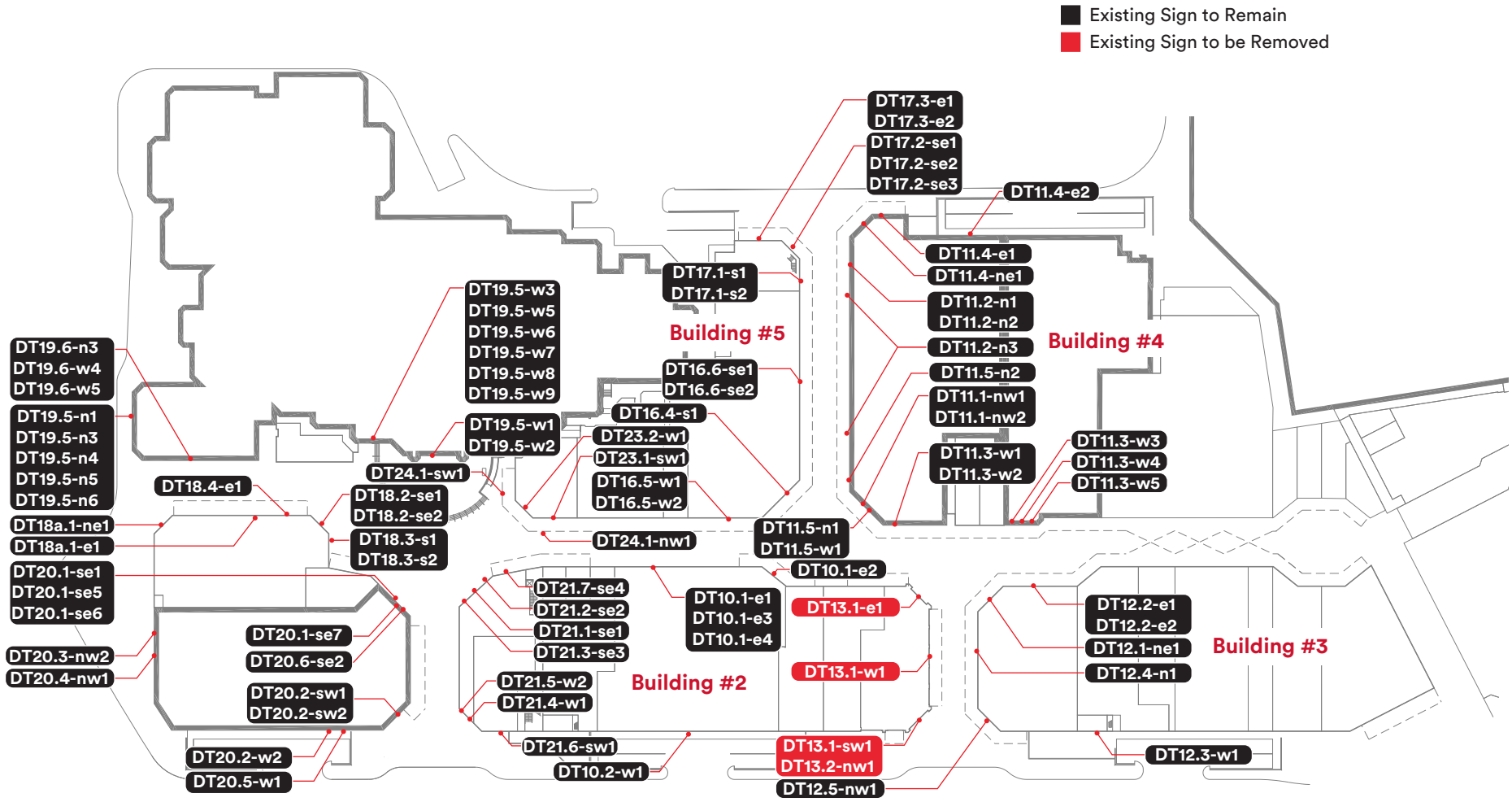
Total Area = 37.5 sq. ft.

Sign Face Area = 37.5 sq. ft.

Copy Area = 26 sq. ft.

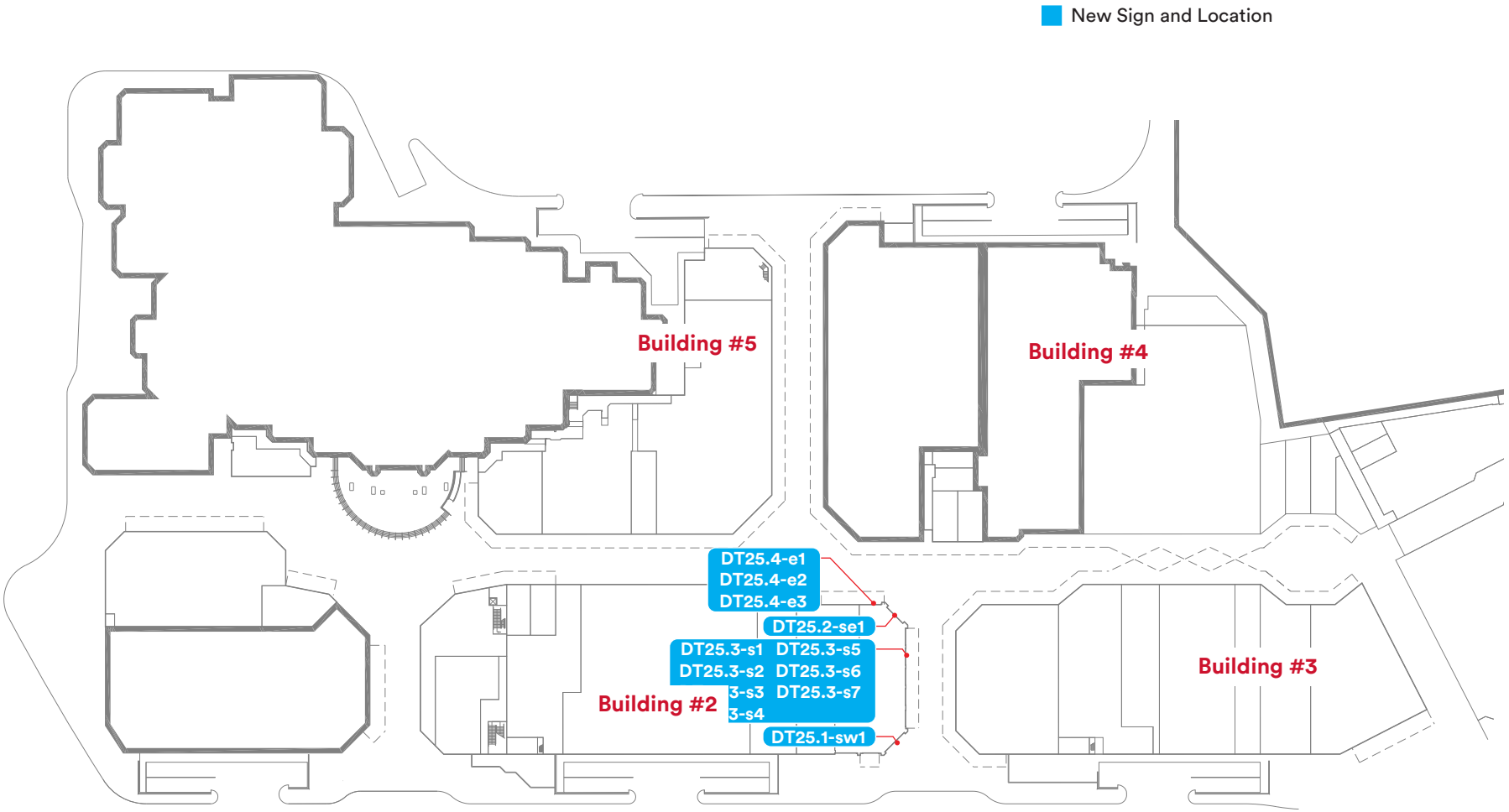
Overall Oasis Tenant Signage Location Plan

Large Tenant Locations



Overall Oasis Tenant Signage Location Plan

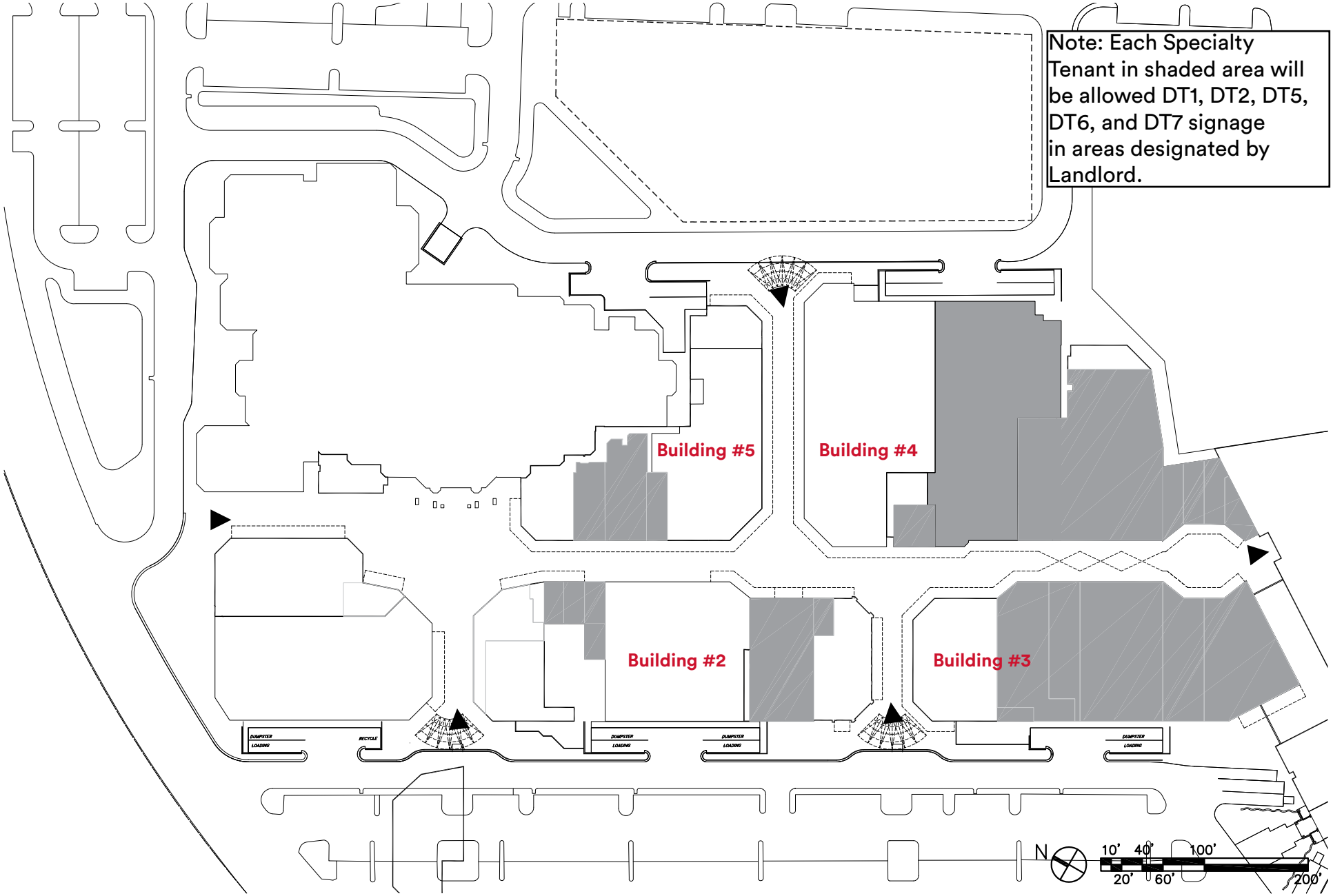
Large Tenant Locations



Overall Oasis Tenant Signage Location Plan

Specialty Retail and Restaurant Tenant Locations

Note: Each Specialty Tenant in shaded area will be allowed DT1, DT2, DT5, DT6, and DT7 signage in areas designated by Landlord.

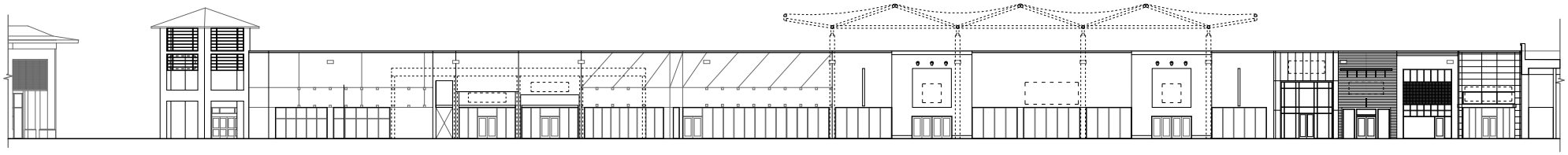


Sign Type DT1

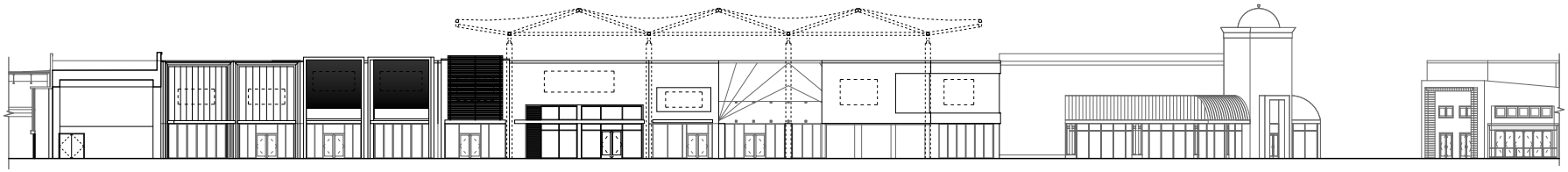
Tenant Illuminated Storefront Sign

Status: Existing to Remain

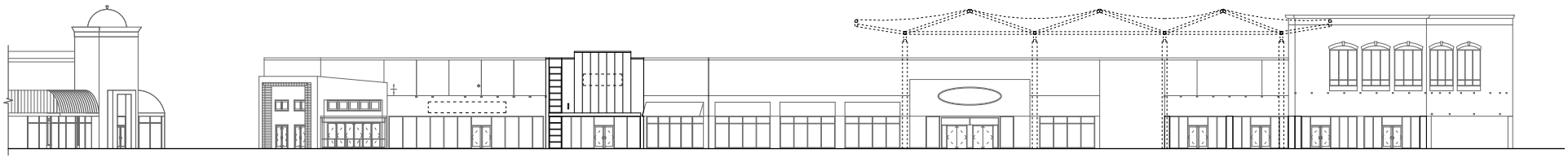
Each Tenant allowed storefront sign(s) in Landlord designated area
- Mounting to be prescribed by Landlord
- Illuminated or non-illuminated
- Max Area = 120 SQ. FT.
- Max Height - 12'-0"



Building 4 - West Elevation (TYP)



Building 3 - East Elevation (TYP)



Building 2 - East Elevation (TYP)

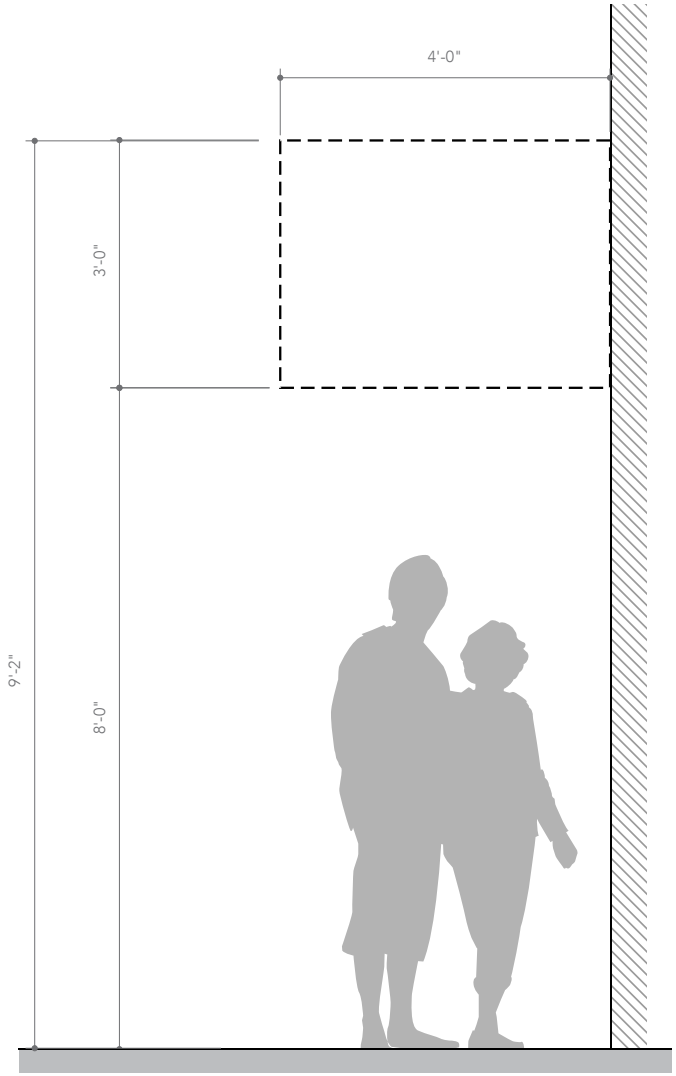
SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE

Sign Type DT2

Tenant Illuminated Blade Sign

Status: Existing to Remain

- Wall-mounted, double-sided
- Illuminated or non-illuminated
- Max Area = 12 SQ. FT. (per side)
- Max Height - 3'-0"



Sign Type DT3

NOT USED

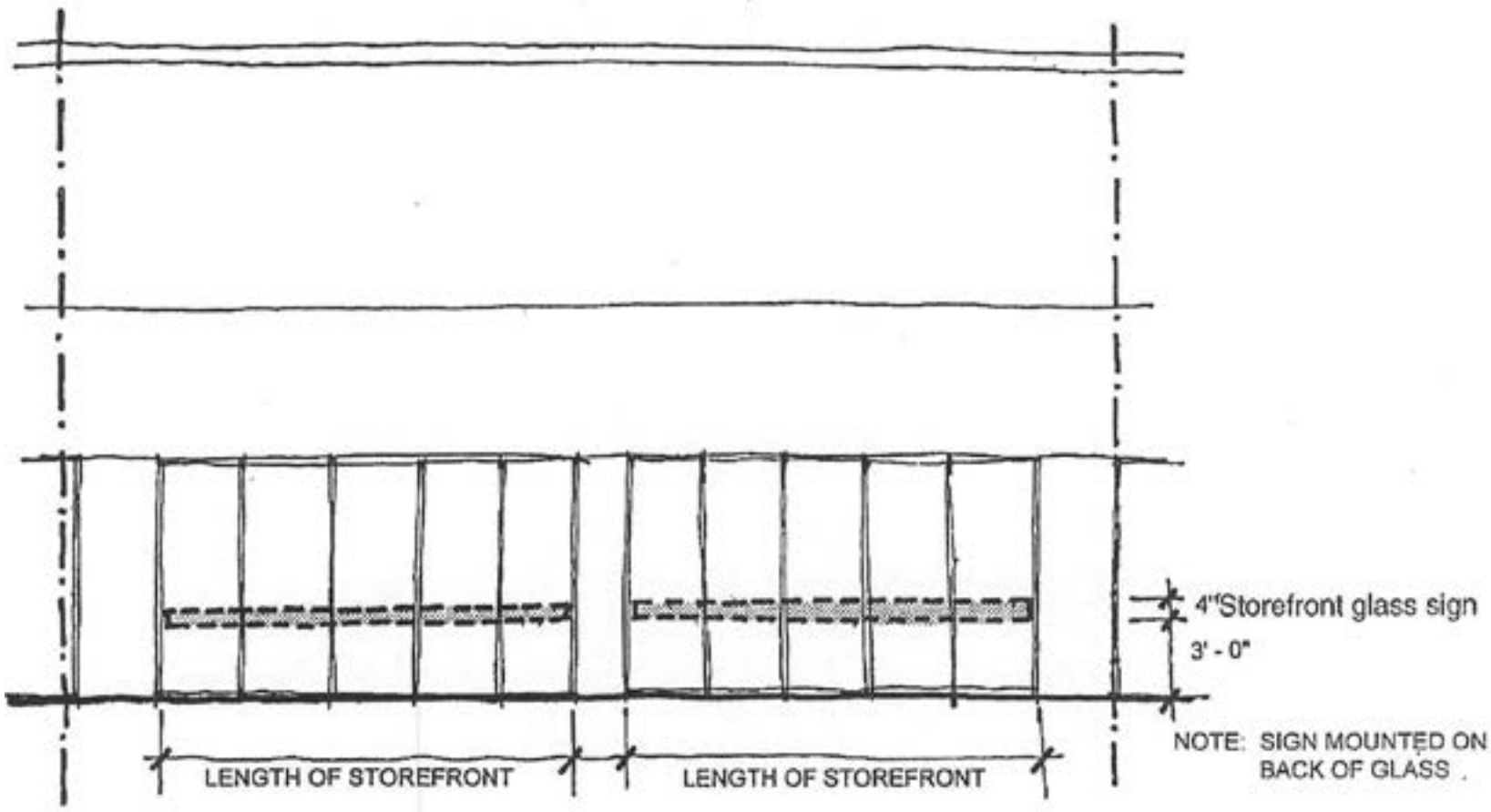
Sign Type DT4

NOT USED

Sign Type DT5

Storefront Glass Sign

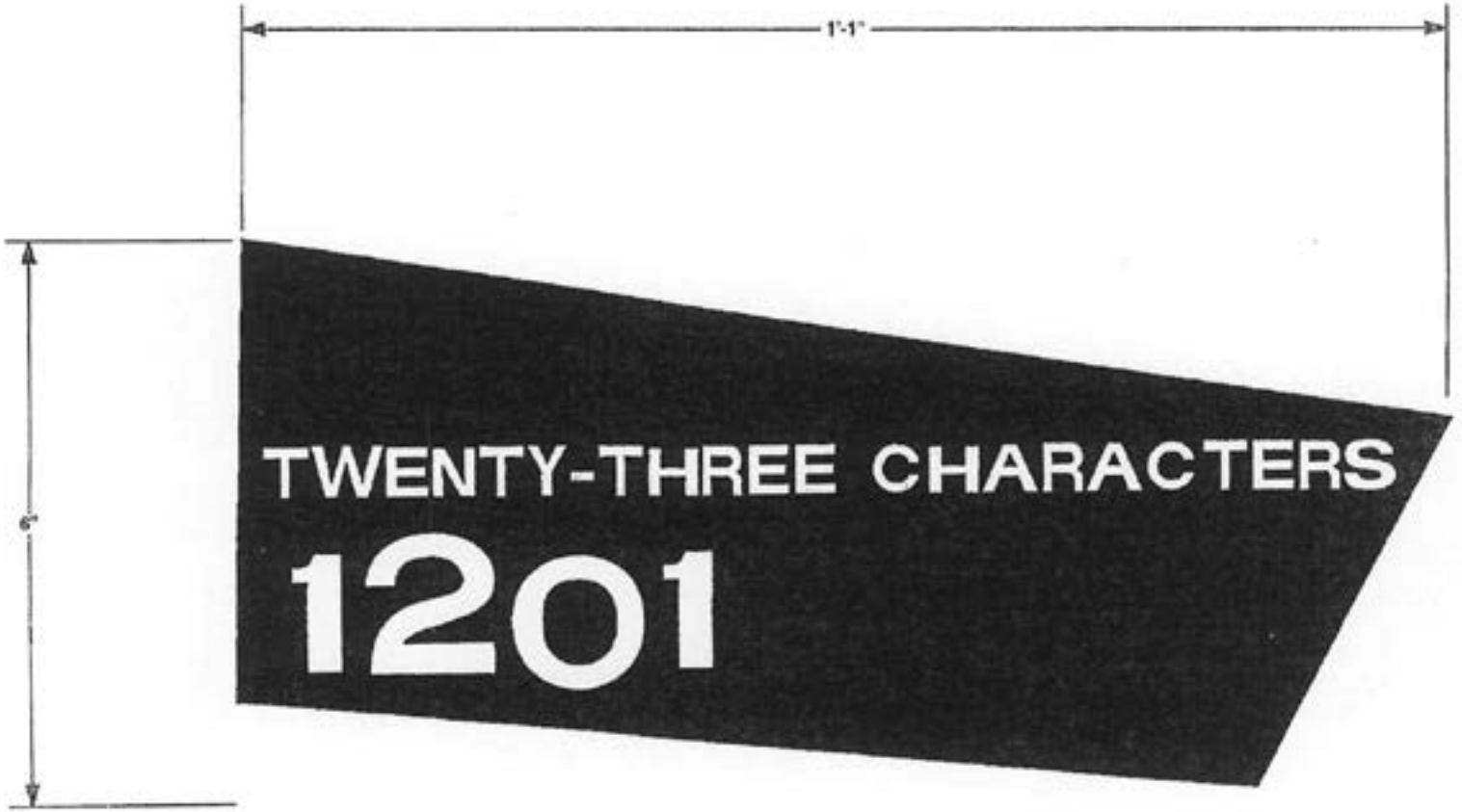
Status: Existing to Remain



Sign Type DT6

Back Door and Service Door ID

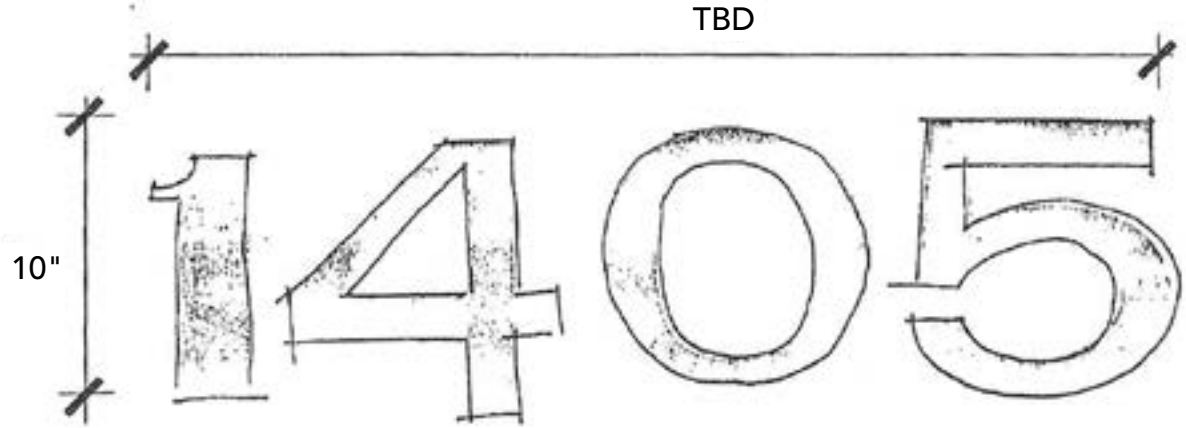
Status: Existing to Remain



Sign Type DT7

Store Number

Status: Existing to Remain



Sign Type DT8

NOT USED

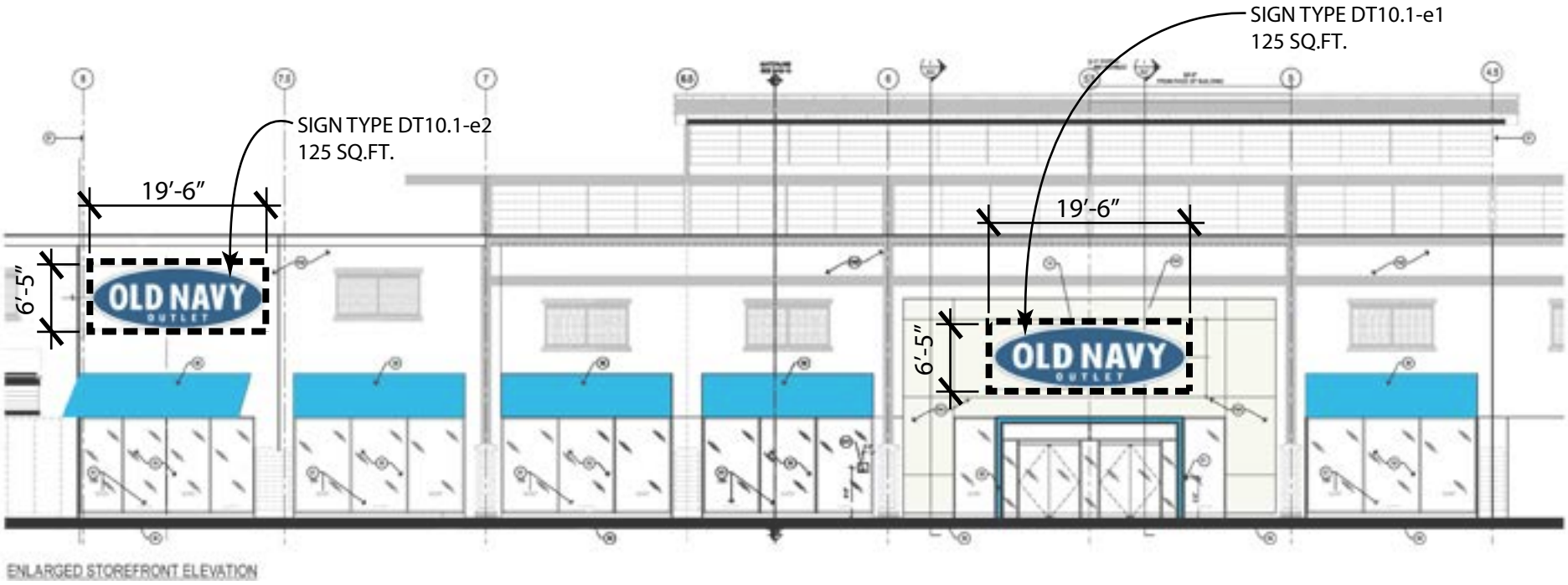
Sign Type DT9

NOT USED

Sign Type DT10

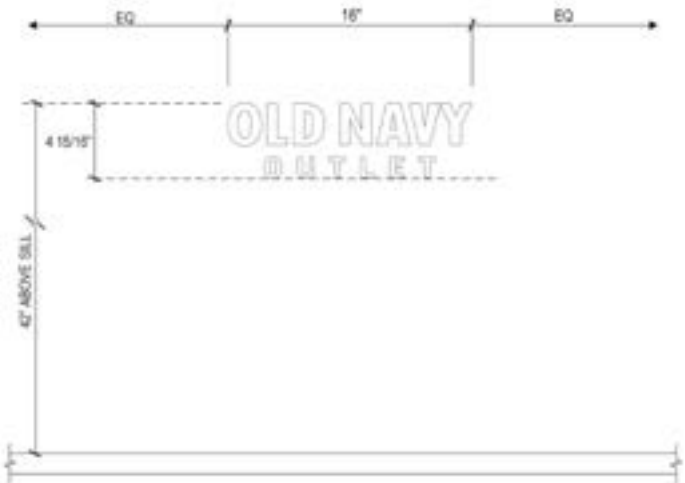
Old Navy

Status: Existing to Remain



ENLARGED STOREFRONT ELEVATION

GLASS DECAL: SIGN TYPE DT10.1-e4 (Quantity: 8)

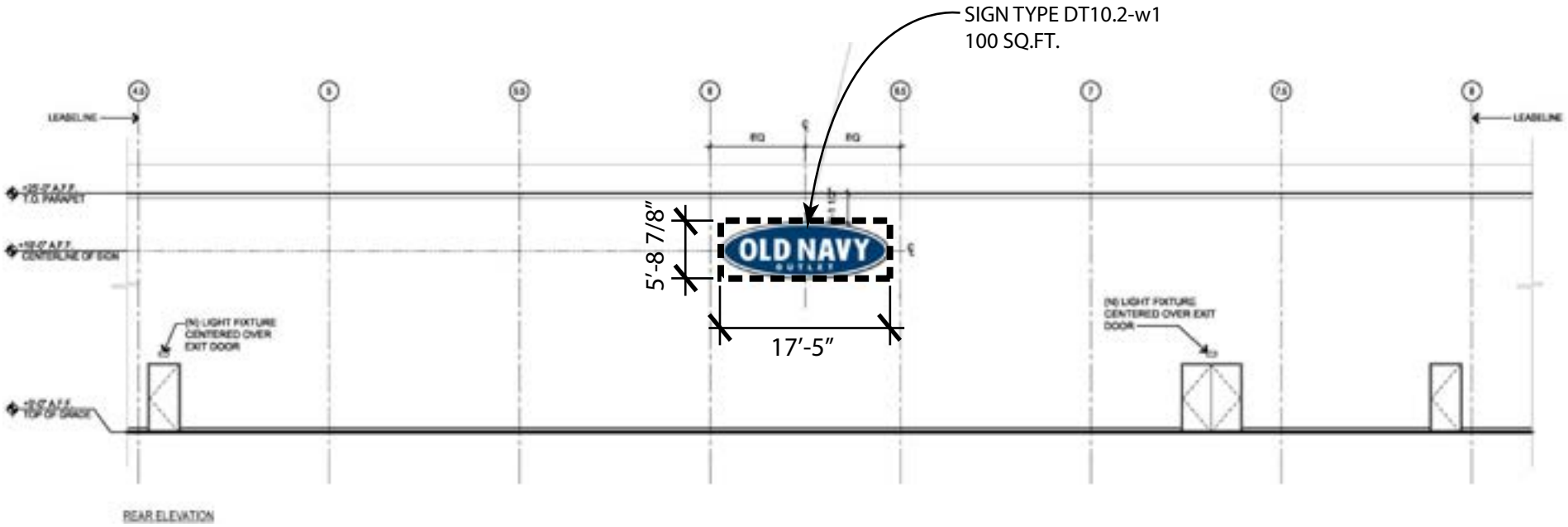


GLASS DECAL: SIGN TYPE DT10.1-e3 (Quantity: 10)

Sign Type DT10

Old Navy

Status: Existing to Remain



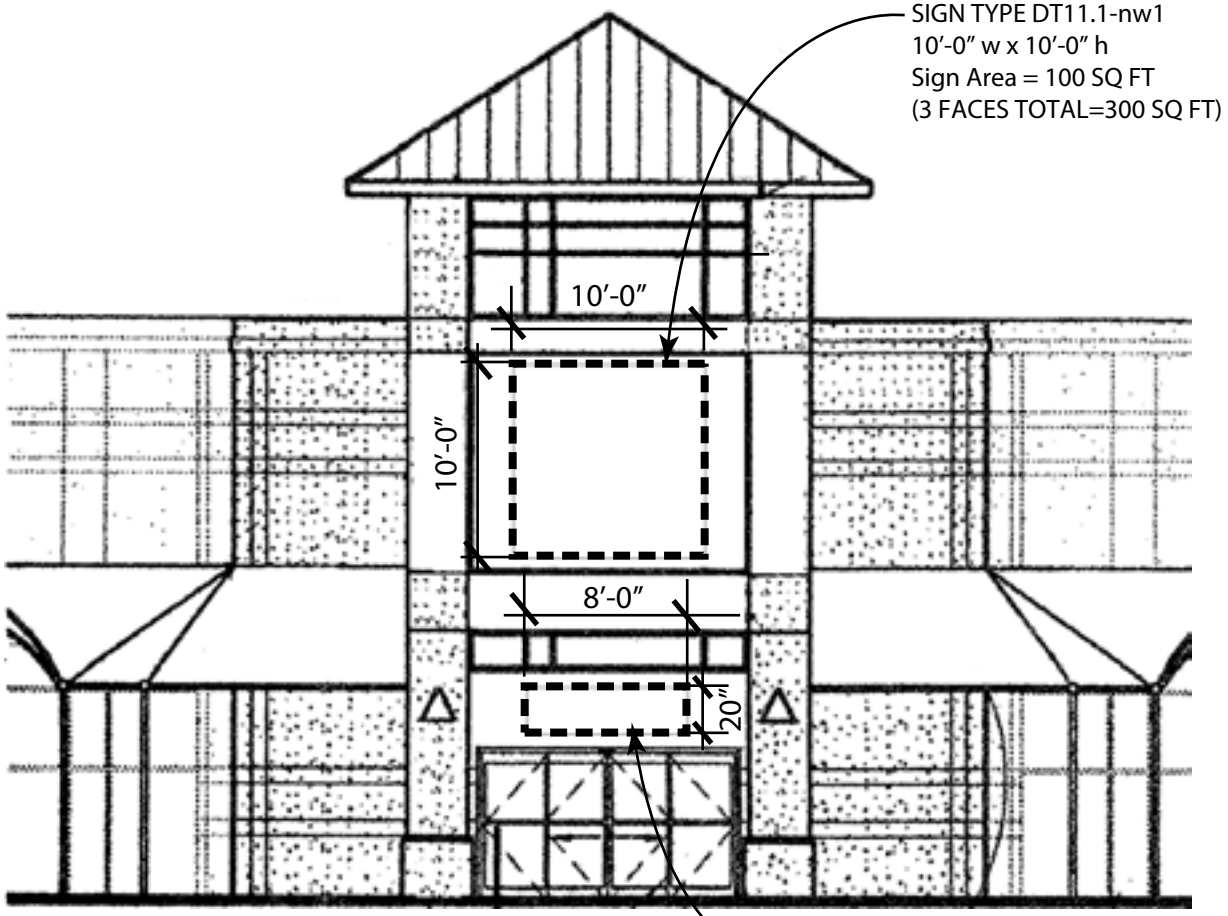
REAR ELEVATION

Sign Type DT11

Nordstrom Rack/Off Broadway Shoe Warehouse

Status: Existing to Remain

EXISTING TOWER SIGN IMAGE
DT11.1-nw1

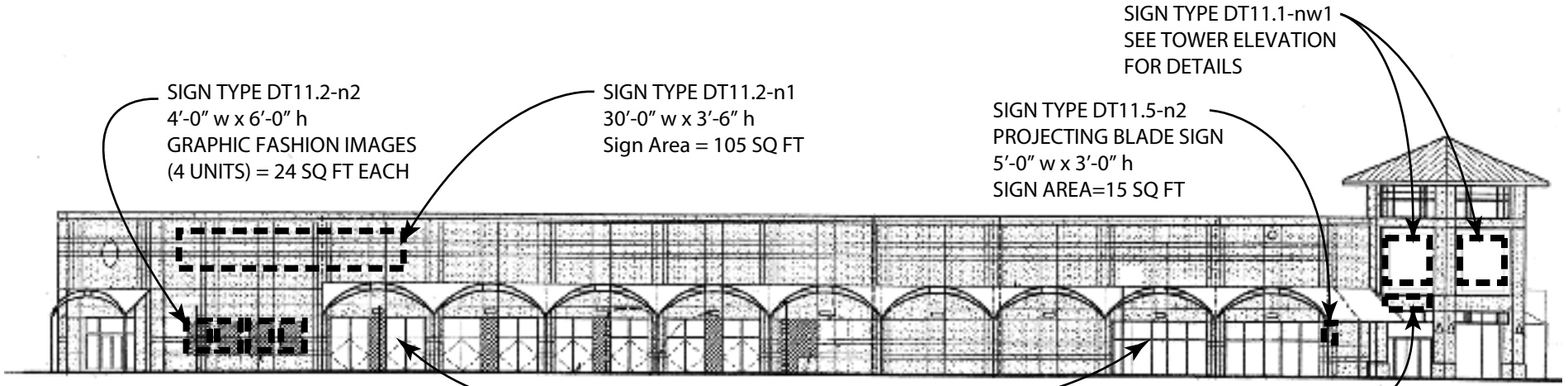


NORTHWEST TOWER ELEVATION

Sign Type DT11

Nordstrom Rack/Off Broadway Shoe Warehouse

Status: Existing to Remain

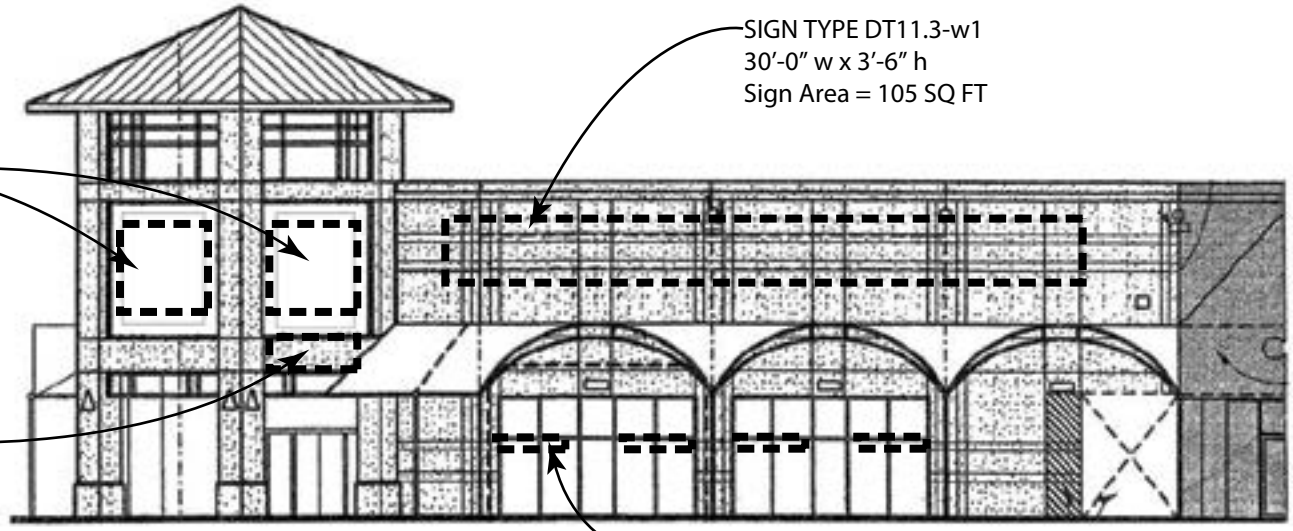


NORTH ELEVATION

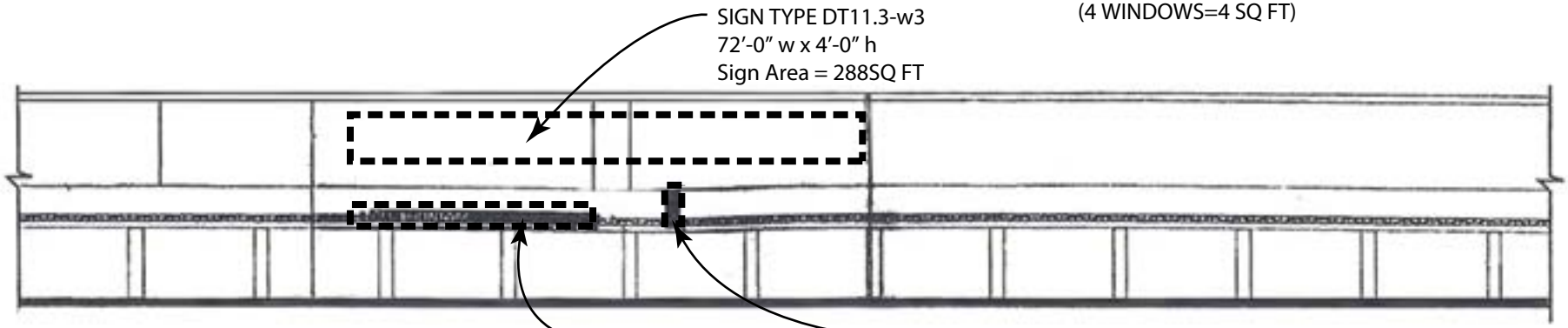
Sign Type DT11

Nordstrom Rack/Off Broadway Shoe Warehouse

Status: Existing to Remain



NORDSTROM RACK WEST ELEVATION

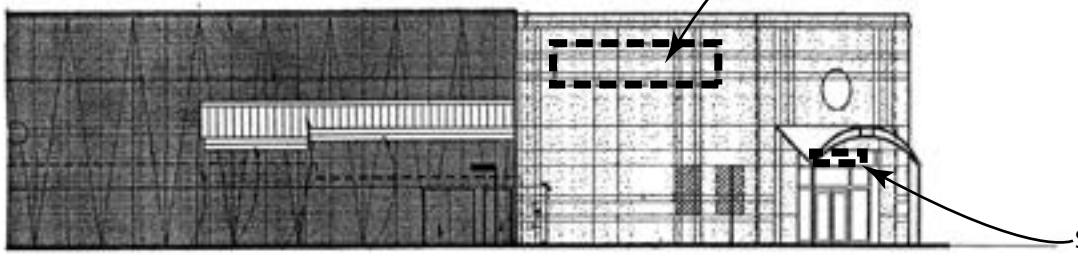


OFF BROADWAY SHOE WAREHOUSE WEST ELEVATION

Sign Type DT11

Nordstrom Rack/Off Broadway Shoe Warehouse

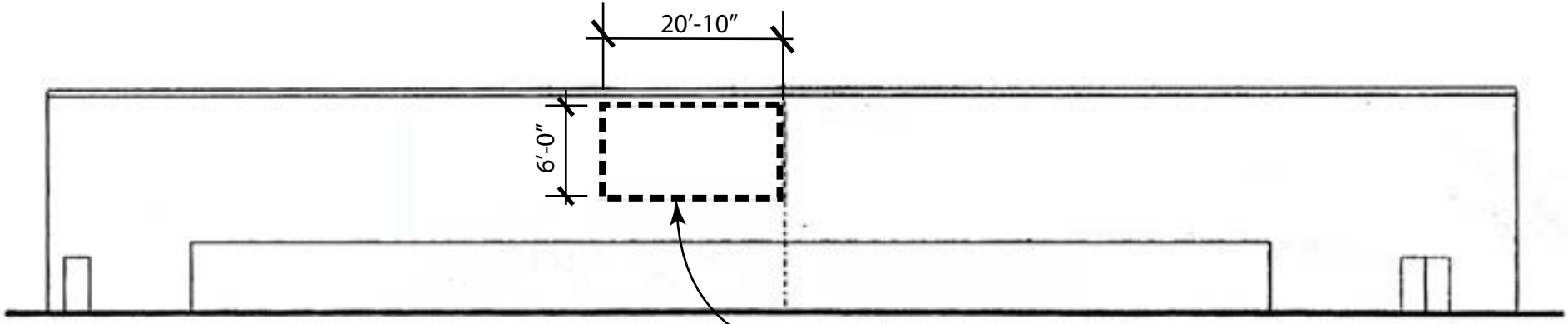
Status: Existing to Remain



SIGN TYPE DT11.4-e1
29'-9" w x 25'-0" h
Sign Area = 743 SQ FT

SIGN TYPE DT11.4-ne1
8'-0" w x 20" h
Sign Area = 13.3 SQ FT

NORDSTROM RACK EAST ELEVATION



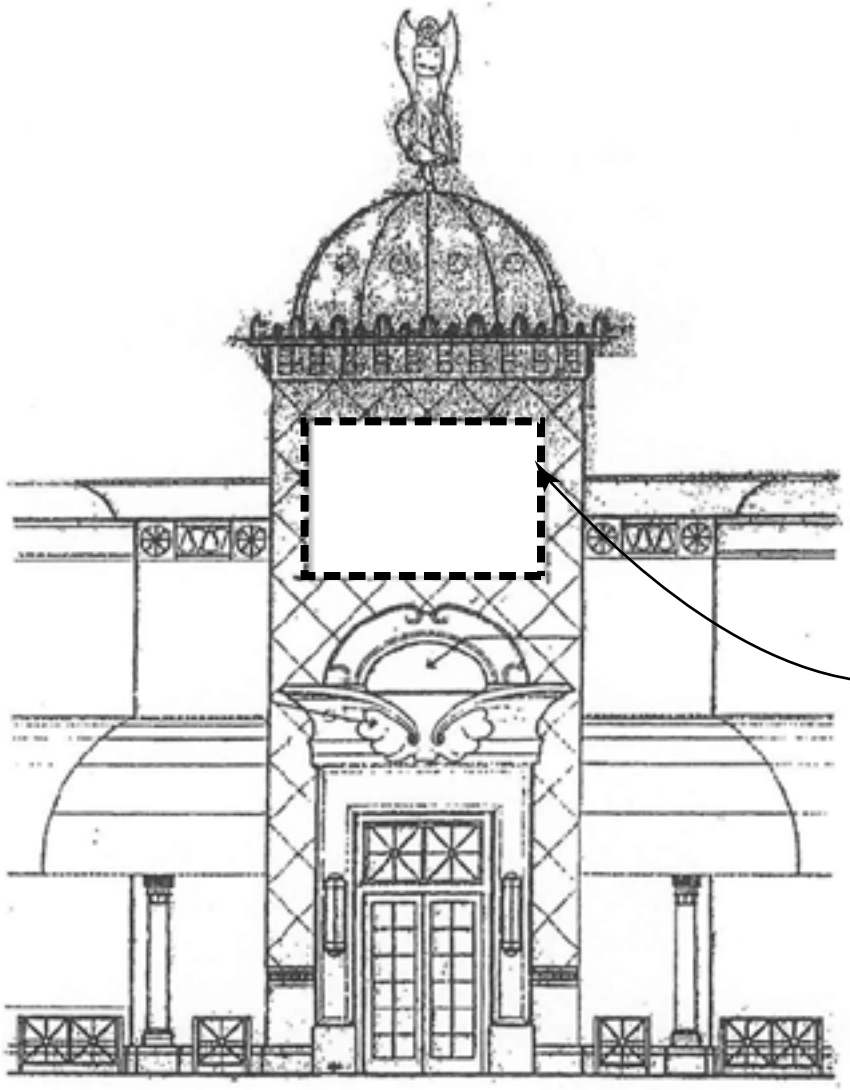
OFF BROADWAY SHOE WAREHOUSE EAST ELEVATION

SIGN TYPE DT11.4-e2
3'-0" w x 4'-0" h
MAX SIGN AREA=125 SQ FT

Sign Type DT12

Cheesecake Factory

Status: Existing to Remain

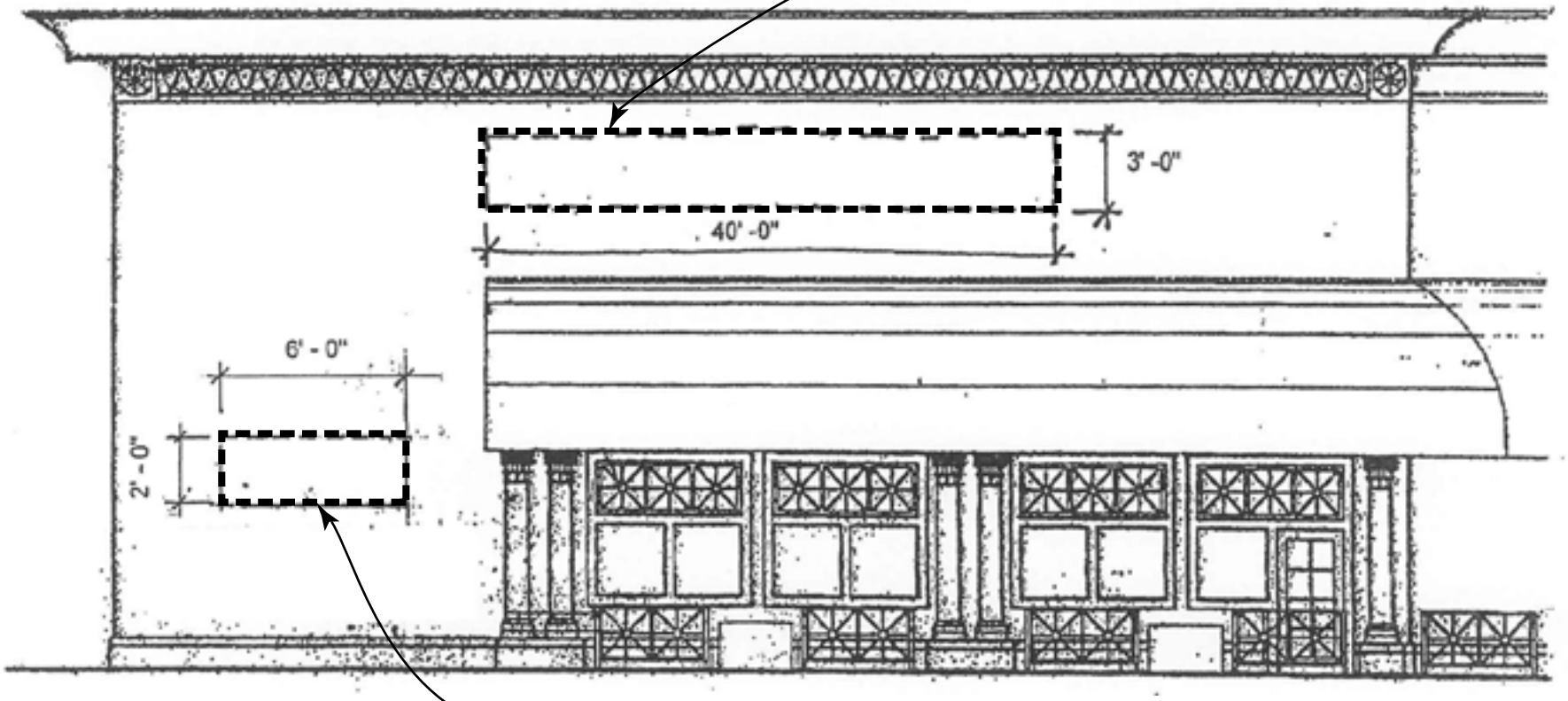


NORTHEAST ELEVATION

Sign Type DT12

Cheesecake Factory

Status: Existing to Remain

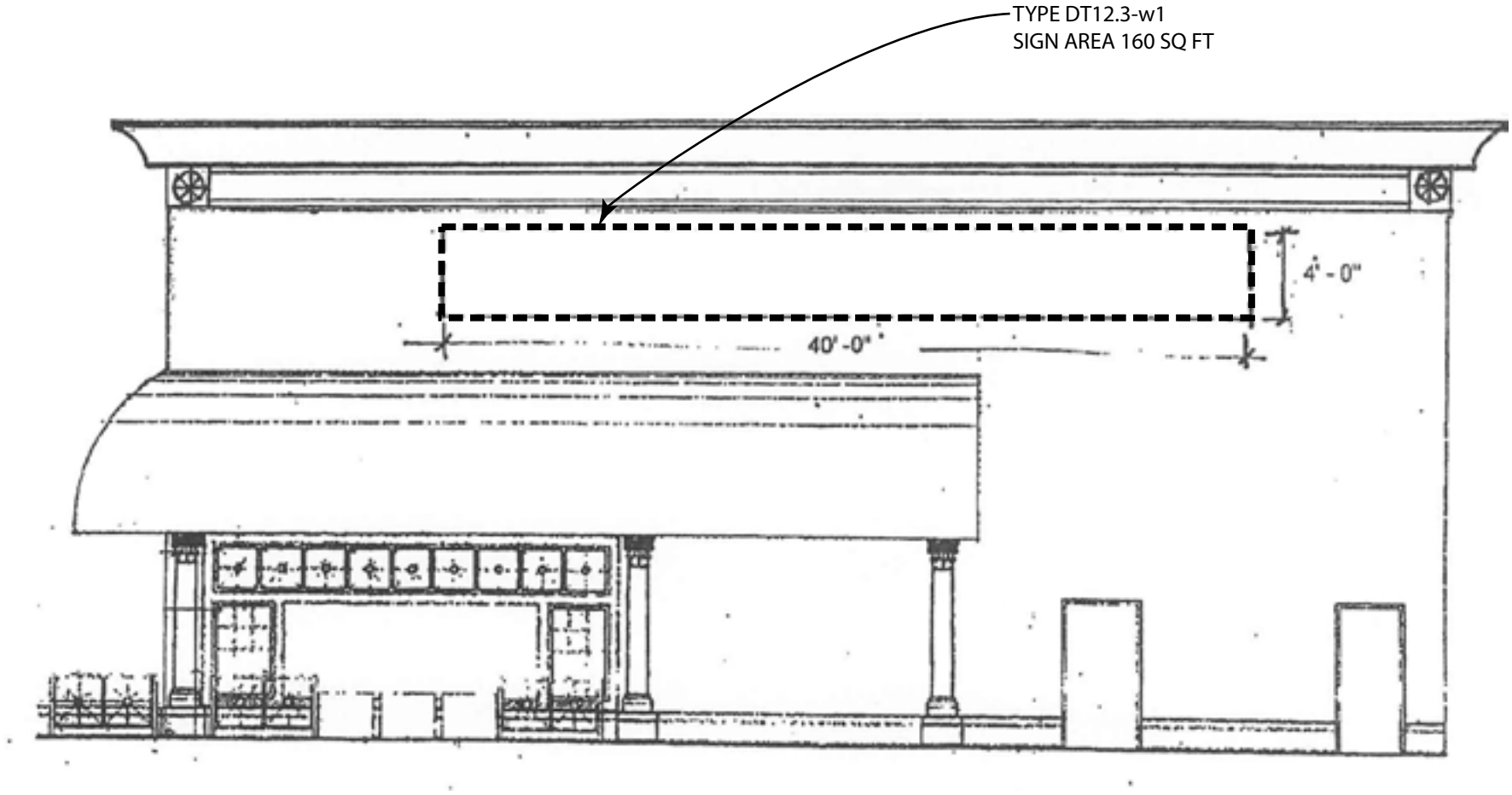


EAST ELEVATION

Sign Type DT12

Cheesecake Factory

Status: Existing to Remain

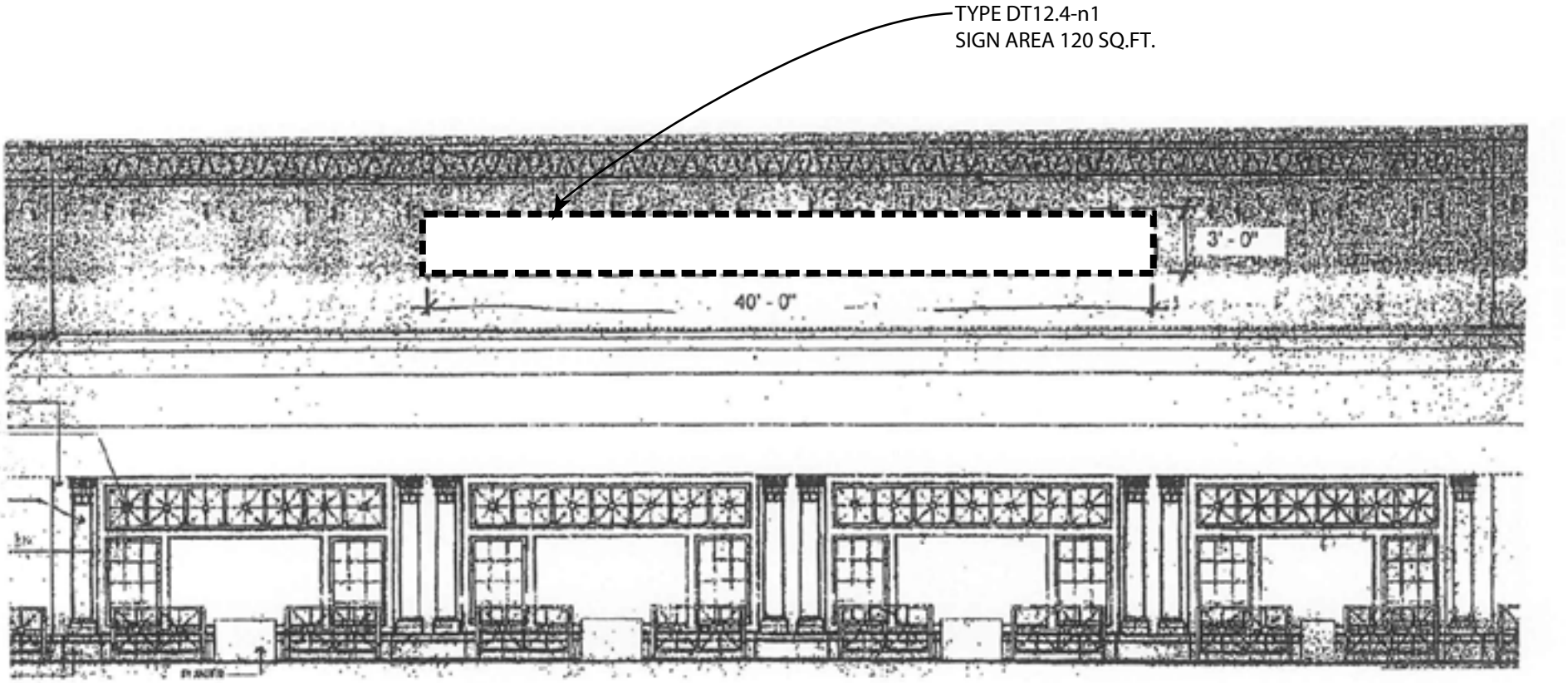


WEST ELEVATION

Sign Type DT12

Cheesecake Factory

Status: Existing to Remain

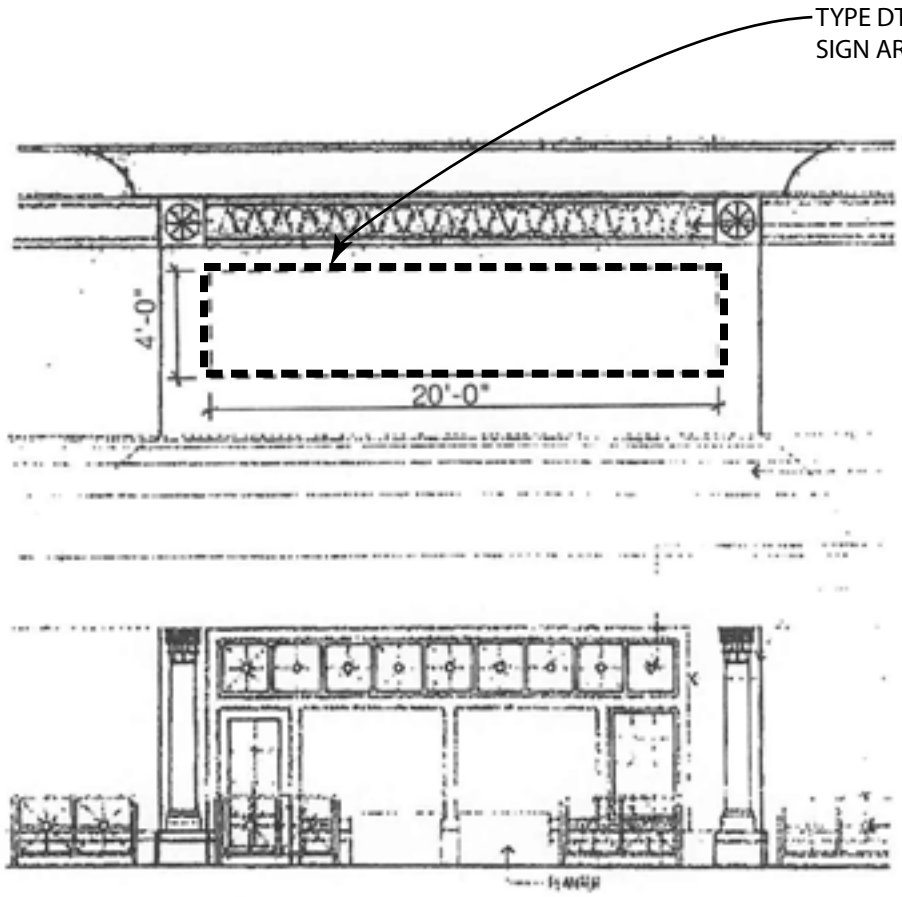


NORTH ELEVATION

Sign Type DT12

Cheesecake Factory

Status: Existing to Remain



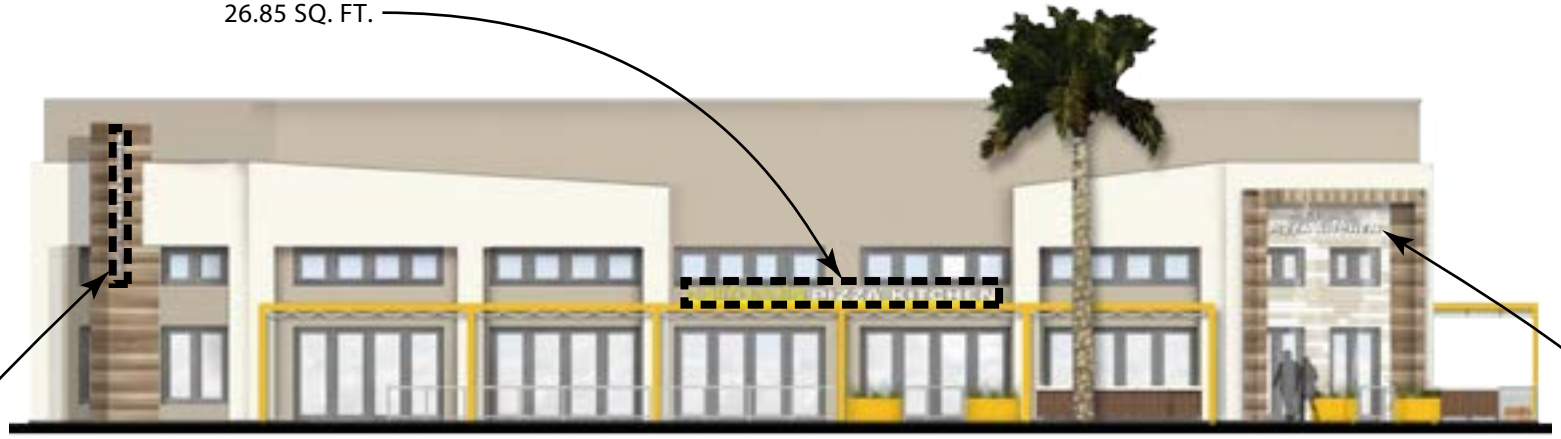
NORTHWEST ELEVATION

Sign Type DT13

California Pizza Kitchen

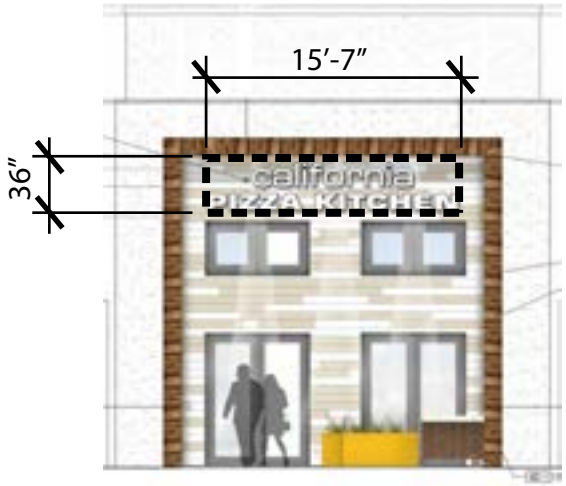
Status: Existing Sign to be Removed

TYPE DT13.1-W1
CANOPY MOUNTED SIGN
(25'-9.5" X 19 5/8")
26.85 SQ. FT.



SOUTH ELEVATION

TYPE DT13.1-E1
AT STOREFRONT
(15'-7" X 36")
46.75 SQ. FT.



TYPE DT13.1-SW1
(17'-2" X 11 3/8")
17.16 SQ. FT.

Sign Type DT13

California Pizza Kitchen

Status: Existing Sign to be Removed

TYPE DT13.2-NW1
(17'-2" X 11 3/8")
17.16 SQ. FT.
SEE DETAIL ON PREVIOUS PAGE

WEST ELEVATION

Sign Type DT14

NOT USED

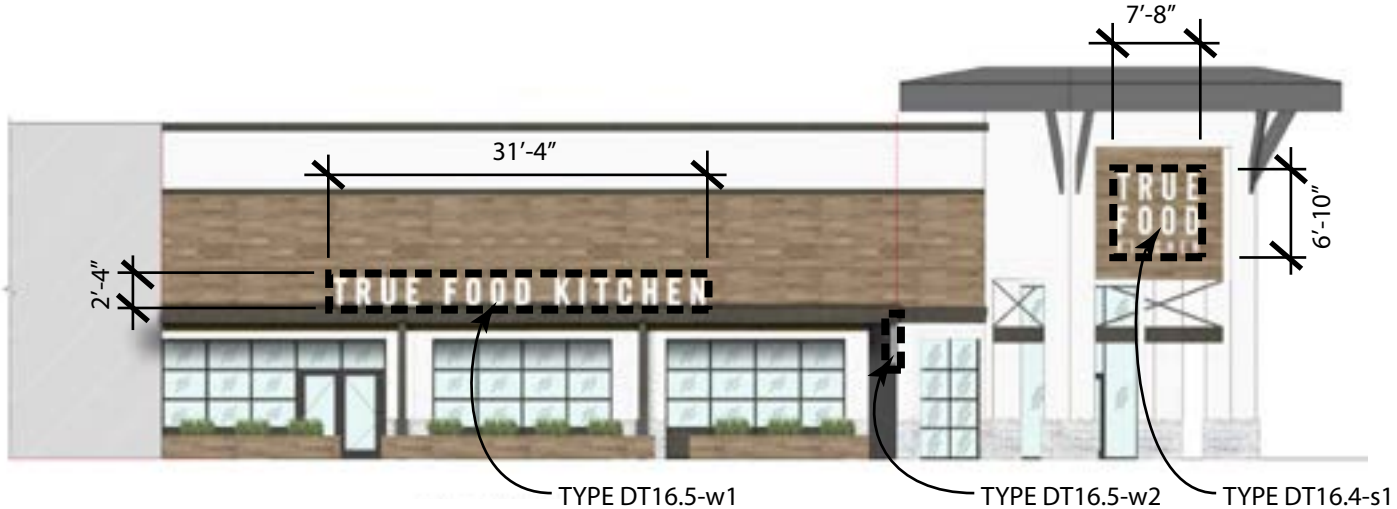
Sign Type DT15

NOT USED

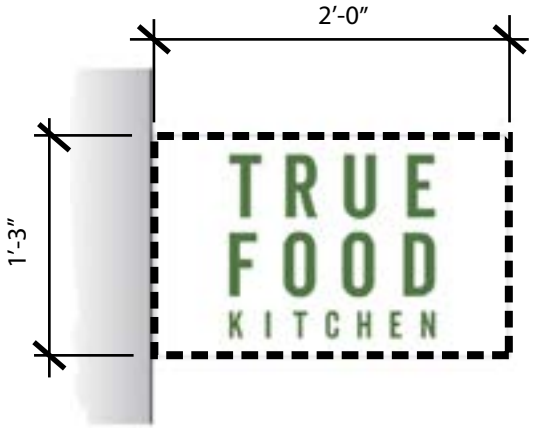
Sign Type DT16

True Food Kitchen

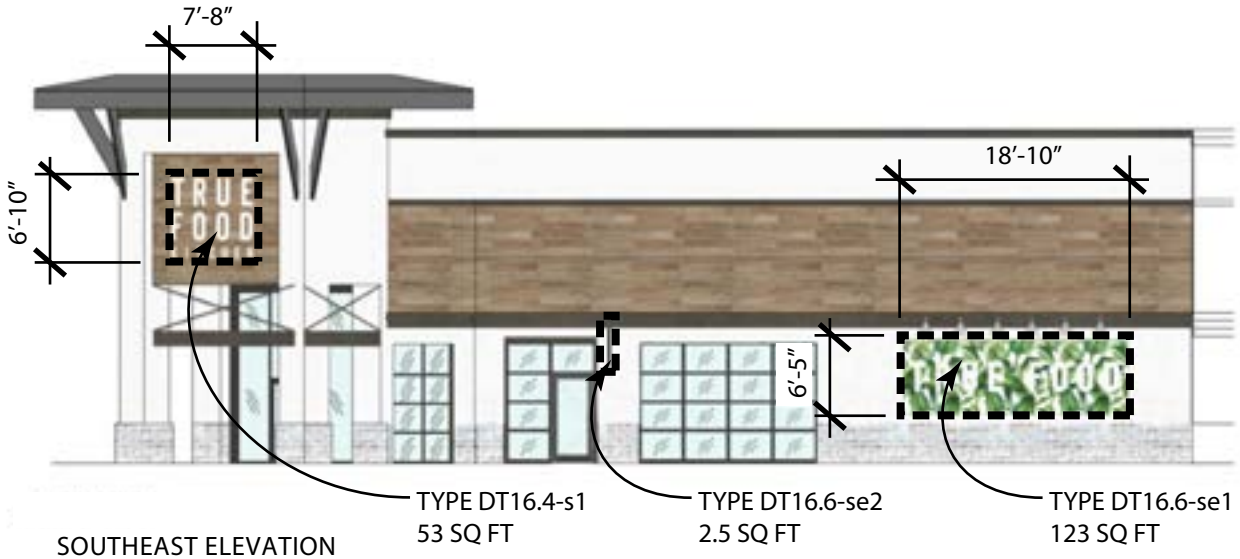
Status: Existing to Remain



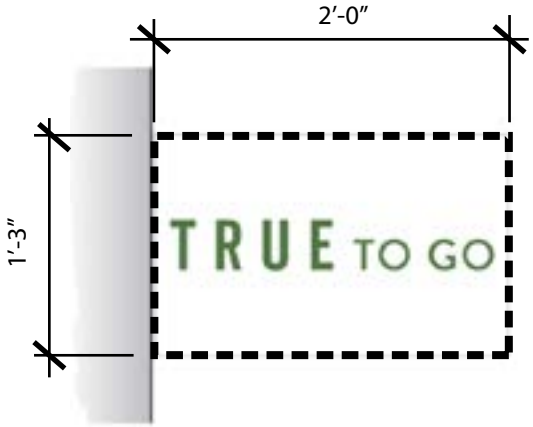
WEST ELEVATION



BLADE SIGN
DT16.5-w2 (2.5 SQ FT)



SOUTHEAST ELEVATION

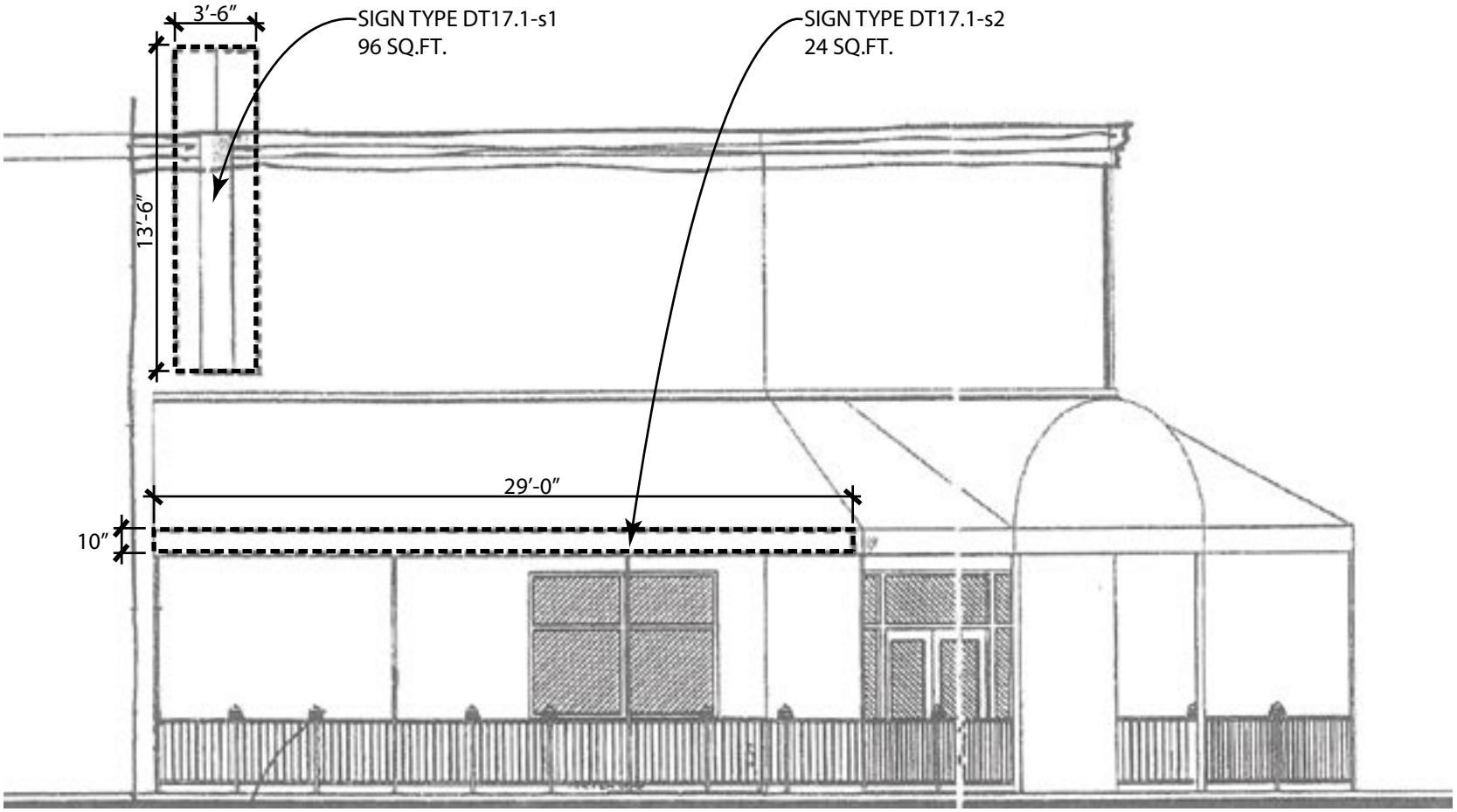


BLADE SIGN
DT16.6-se2 (2.5 SQ FT)

Sign Type DT17

Vacant Tenant Space

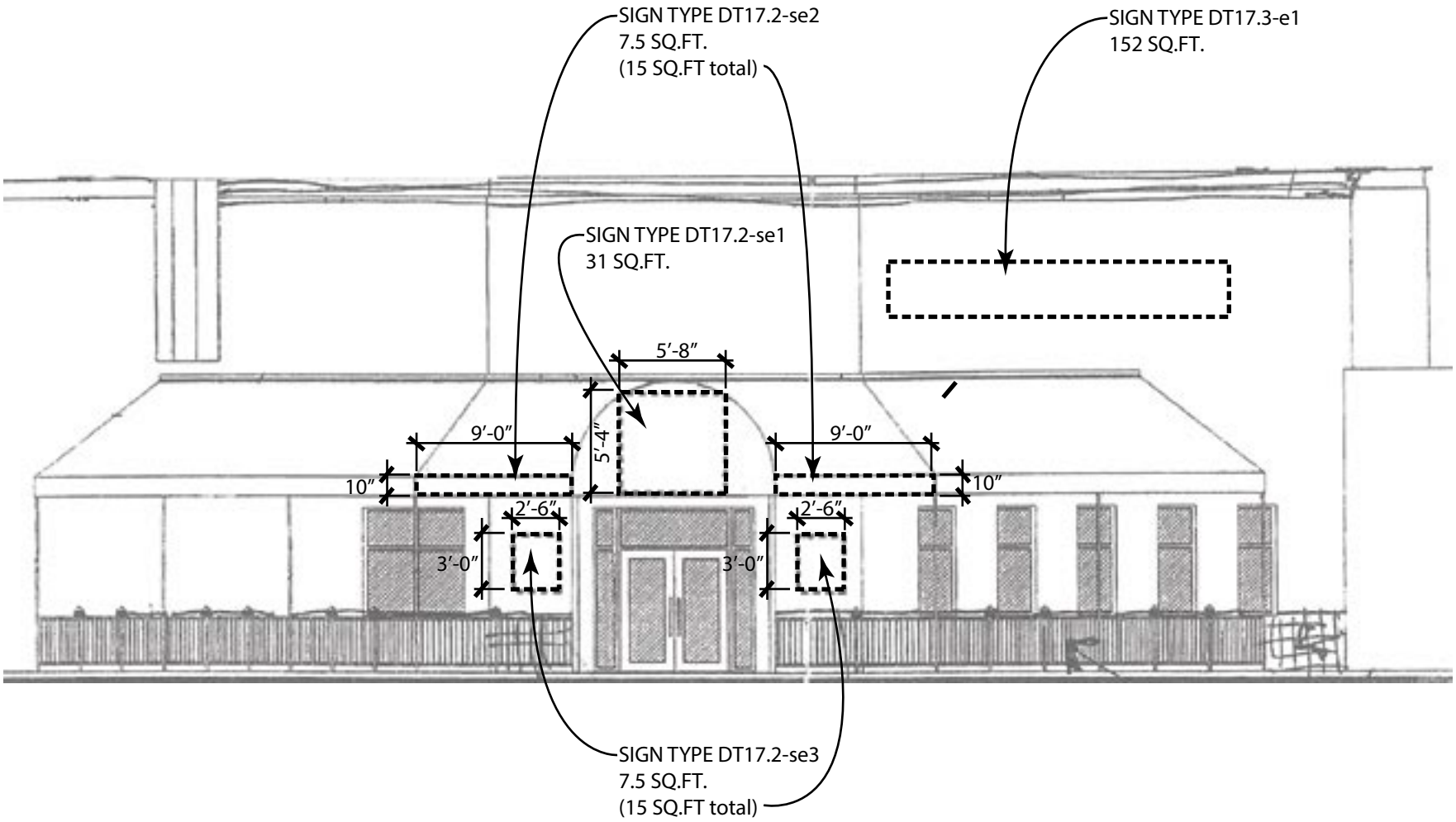
Status: Existing to Remain



Sign Type DT17

Vacant Tenant Space

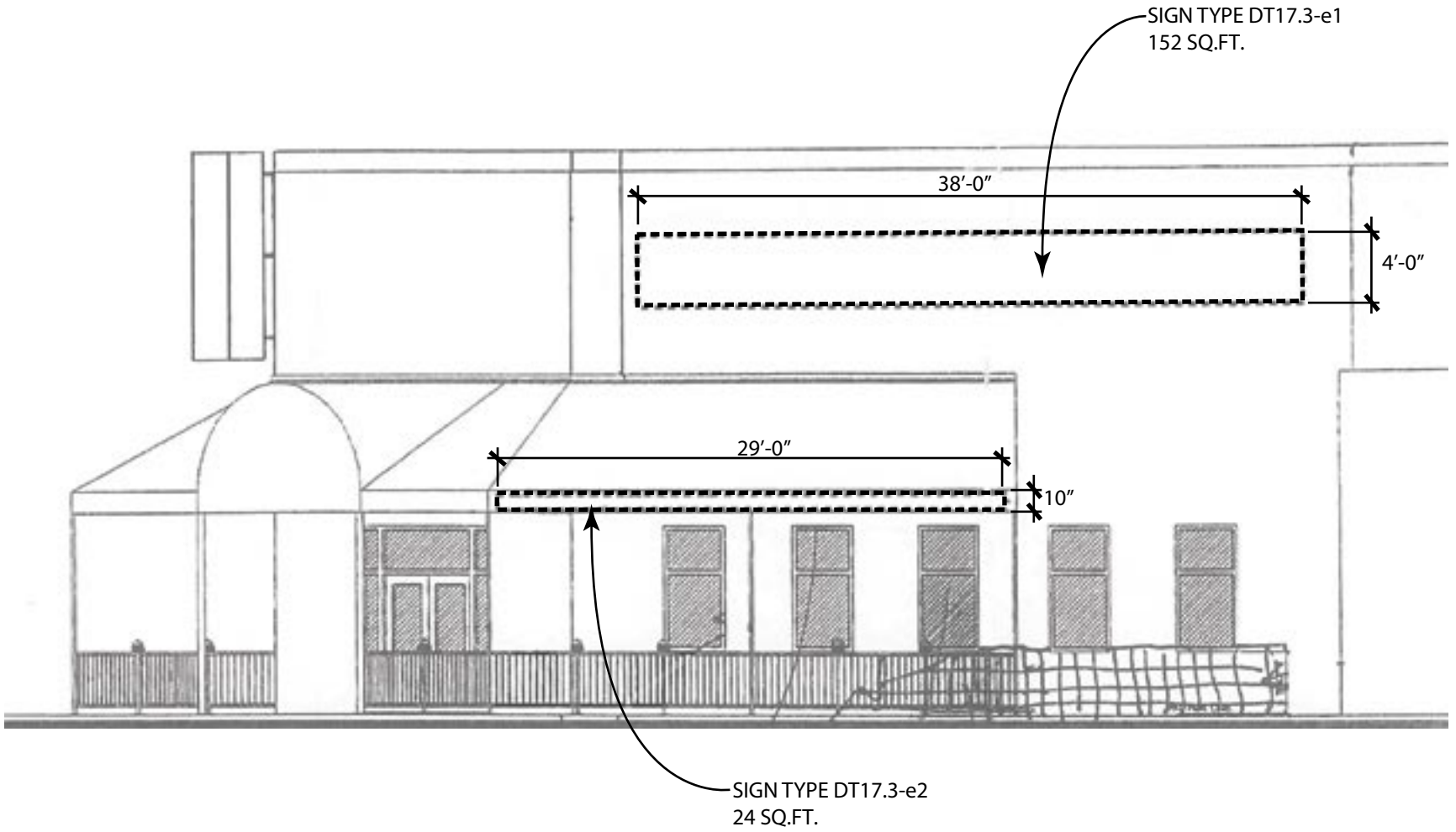
Status: Existing to Remain



Sign Type DT17

Vacant Tenant Space

Status: Existing to Remain

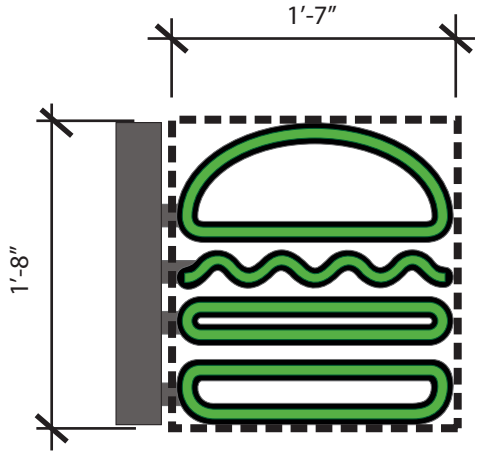


Sign Type DT18

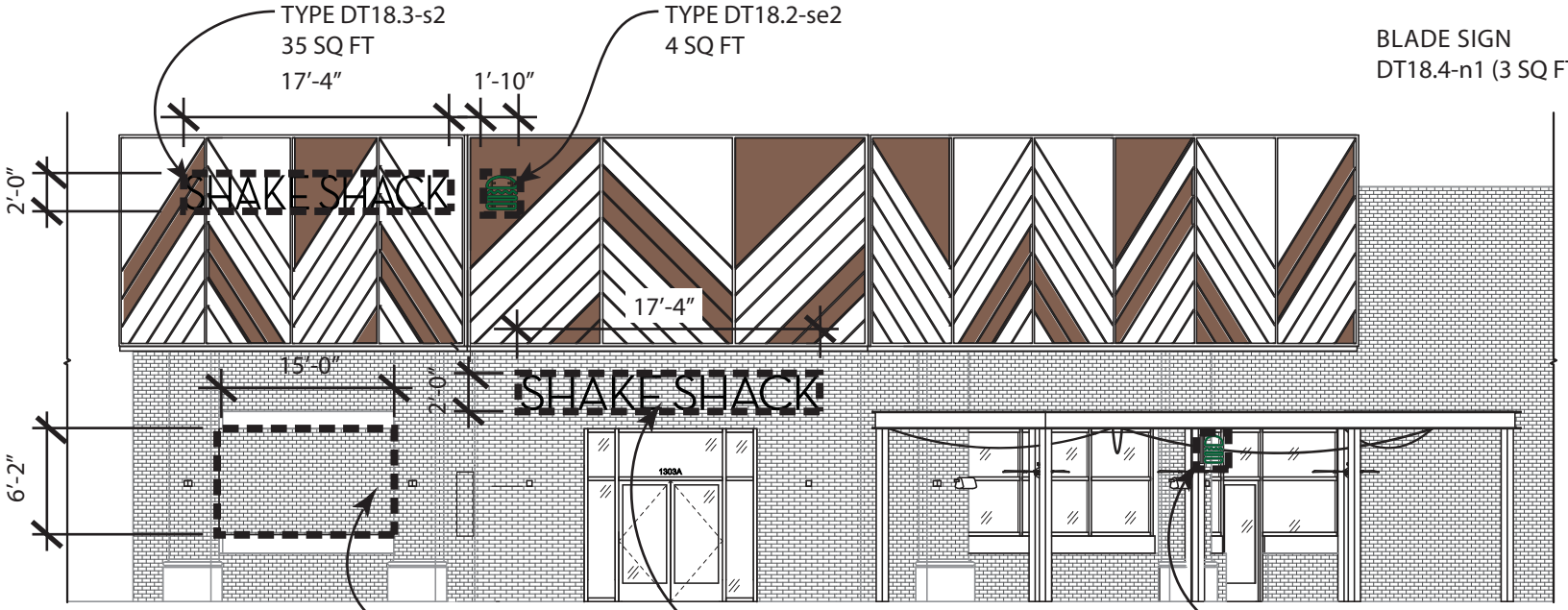
Shake Shack

Status: Existing to Remain

* DT18.3-s1: This sign is a mural painted directly on the brick building facade, non-illuminated



BLADE SIGN
DT18.4-n1 (3 SQ FT)



SOUTHTHEAST ELEVATION

TYPE DT18.3-s1*
93 SQ FT

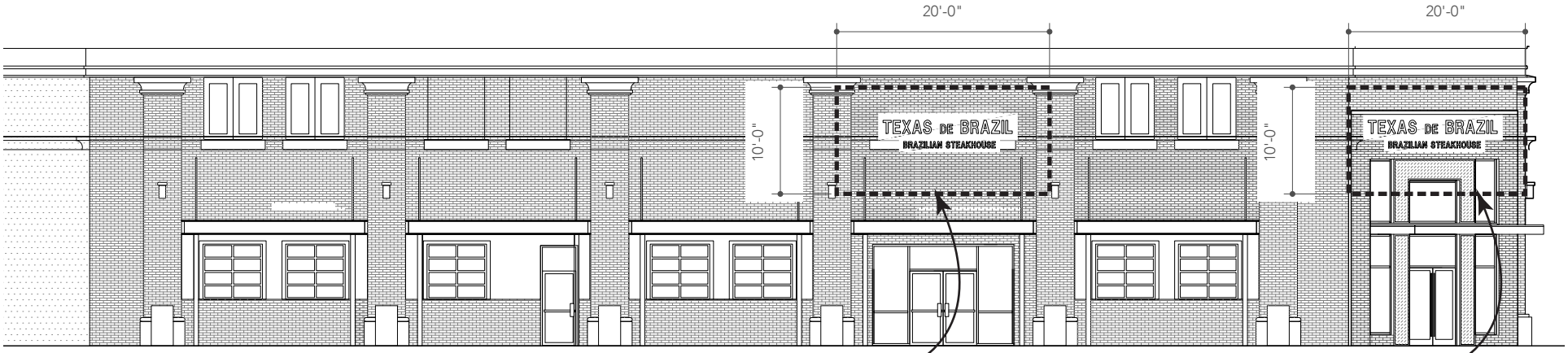
TYPE DT18.2-se1
35 SQ FT

TYPE DT18.4-e1
3 SQ FT

Sign Type DT18a

Texas de Brazil

Status: Existing to Remain



East Elevation

SIGN TYPE DT18a.1-e1
Area 200 SQ. FT.

SIGN TYPE DT18a.1-ne1
Area 200 SQ. FT.

North Elevation

SIGN TYPE DT18a.1-ne1
Area 200 SQ. FT.

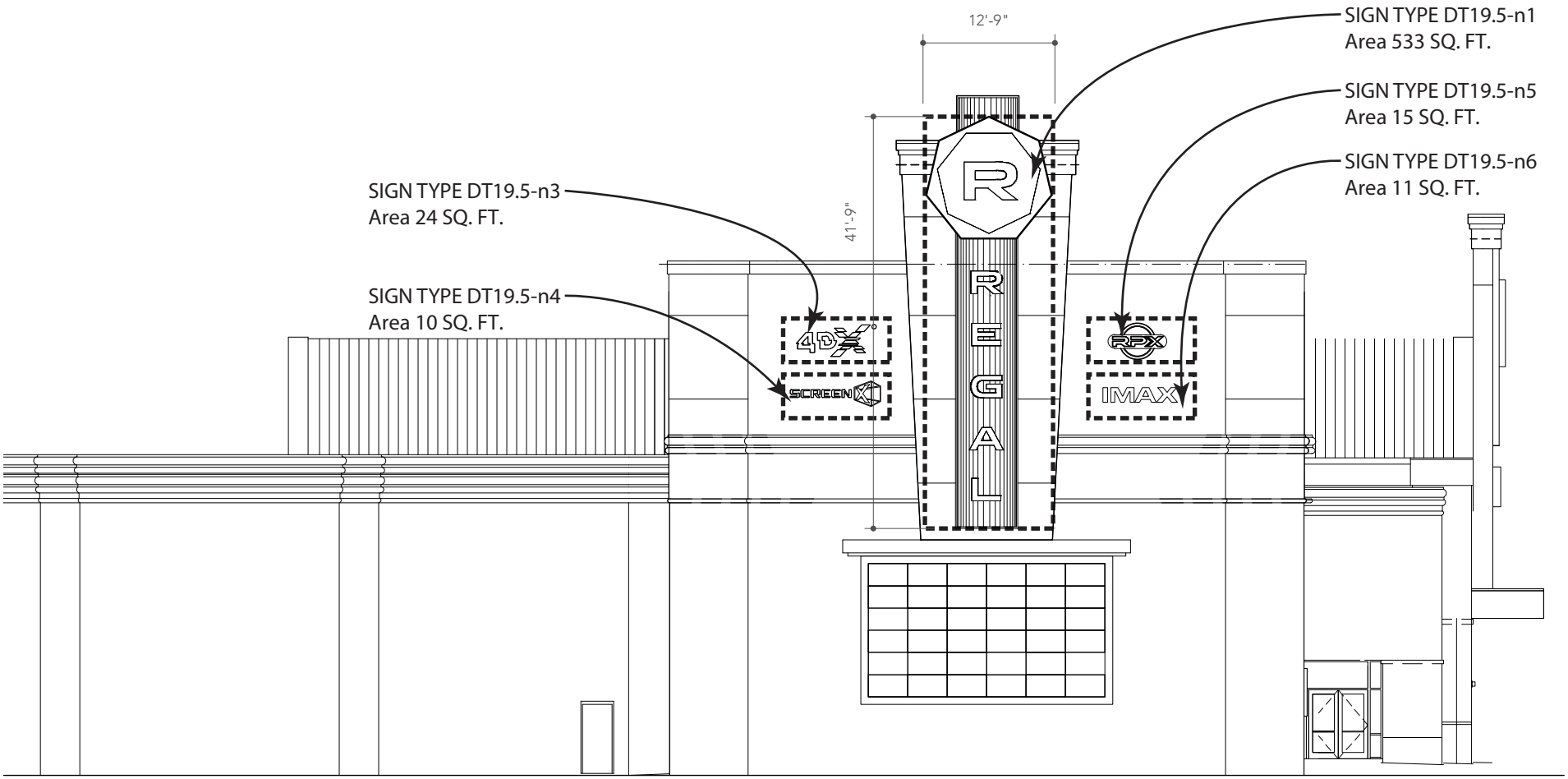
Sign Type DT19

Regal Cinema

Status: Existing to Remain

Sign Types DT19.5-n1, n3, n4, n5, and n6 will be static.

NOTE: **No off-premises advertising will be permitted.**
Maximum Brightness = 11,000 lux per sign



North Elevation

Sign Type DT19

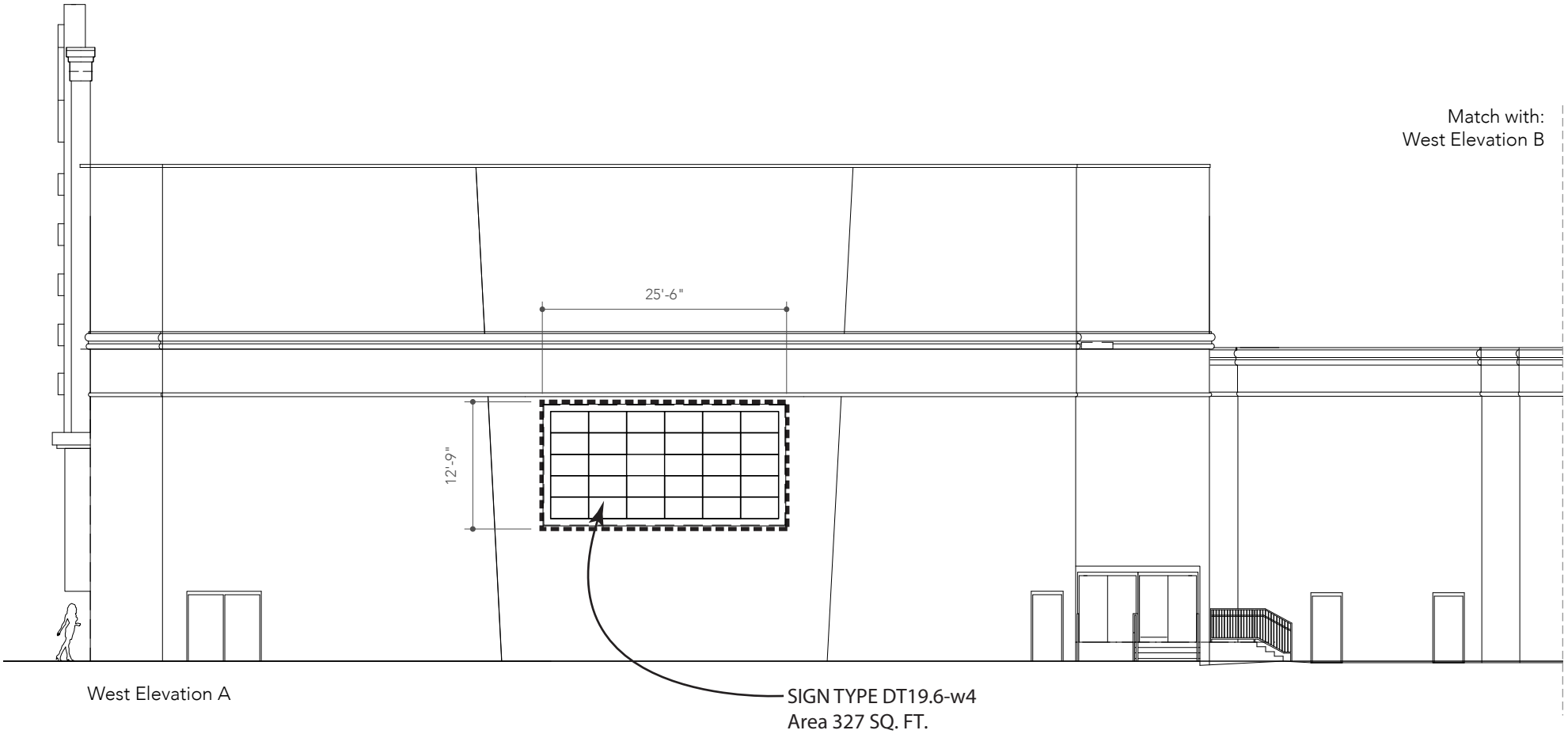
Regal Cinema

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.

Maximum Brightness = 11,000 lux per sign

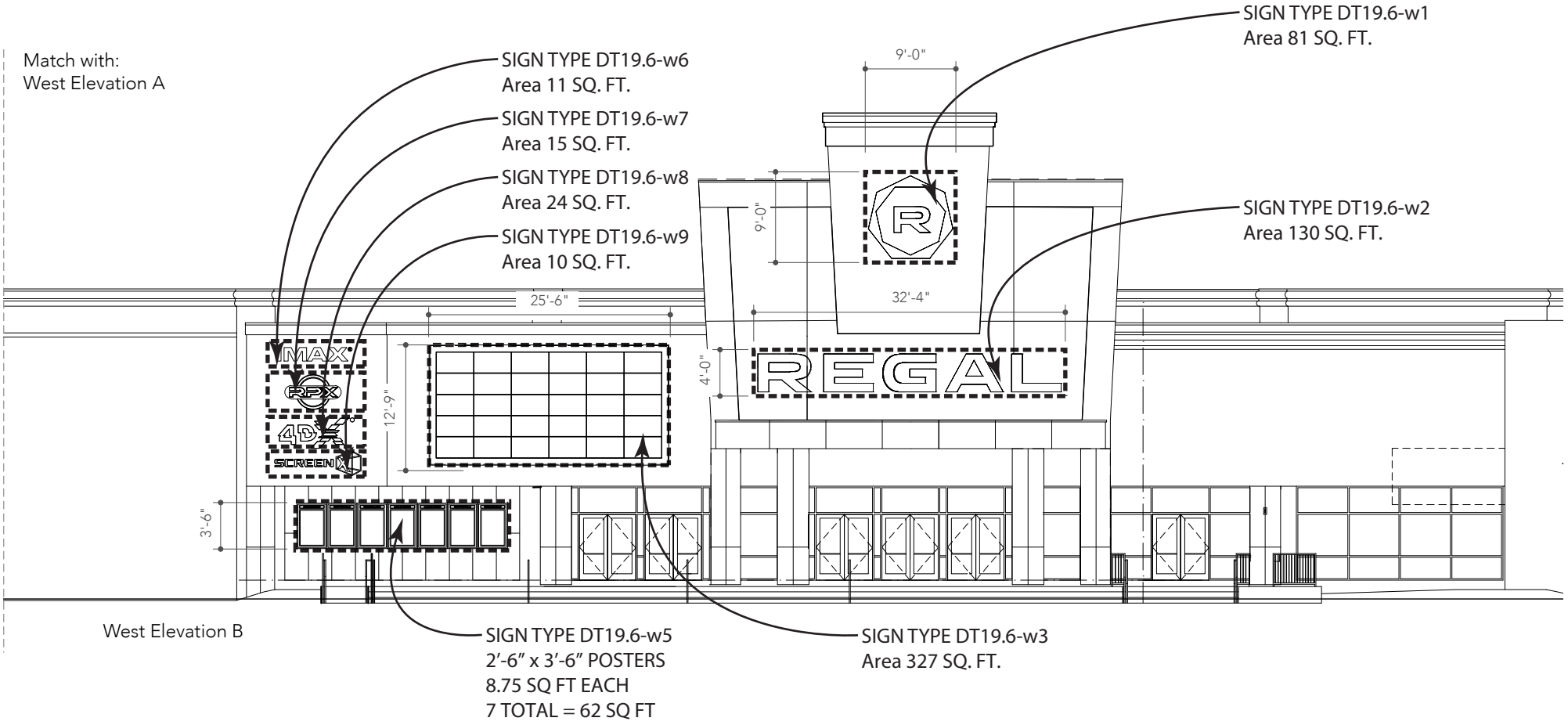


Sign Type DT19

Regal Cinema

Status: Existing to Remain
Sign Type DT19.6-w3 will be dynamic.
Sign Types DT19.6-w1, w2, w5, w6, w7, w8, and w9 will be static.

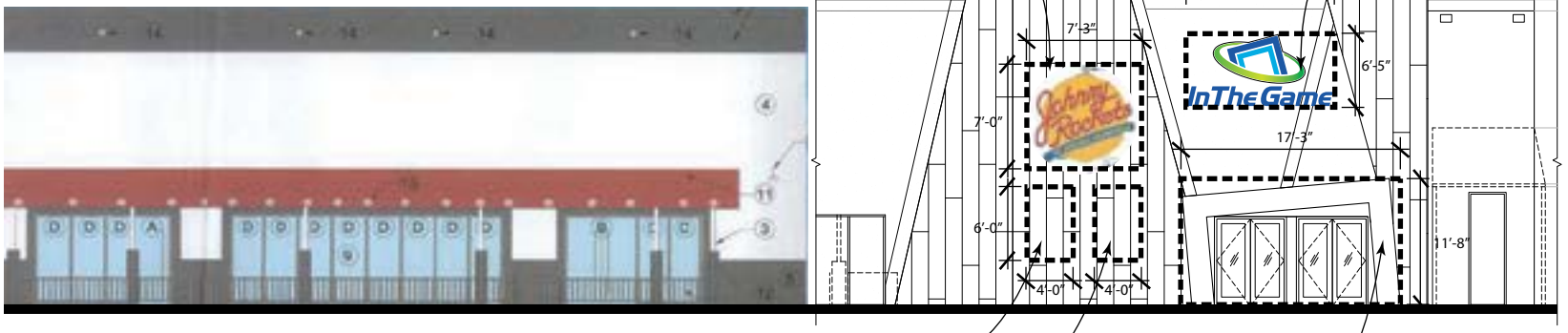
NOTE: **No off-premises advertising will be permitted.**
Maximum Brightness = 11,000 lux per sign



Sign Type DT20

In The Game / Johnny Rockets

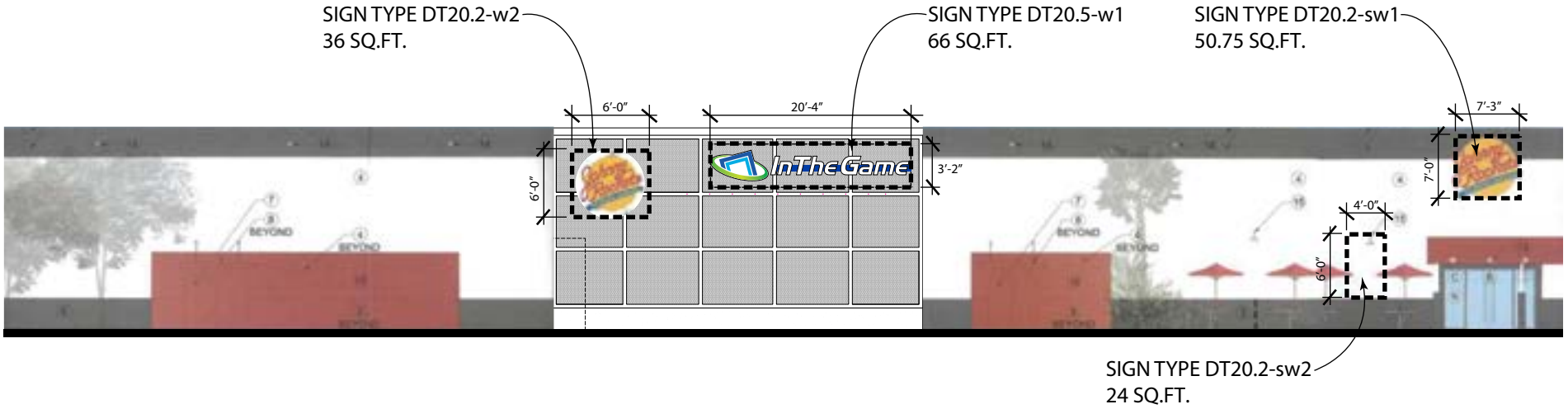
Status: Existing to Remain



Sign Type DT20

In The Game / Johnny Rockets

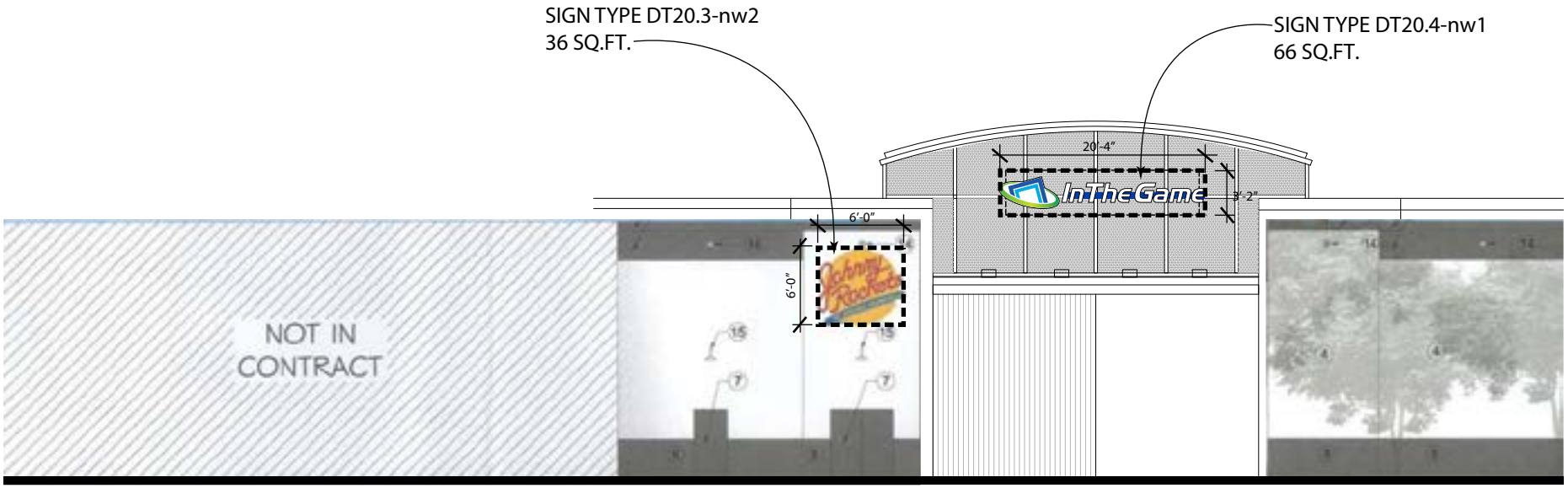
Status: Existing to Remain



Sign Type DT20

In The Game / Johnny Rockets

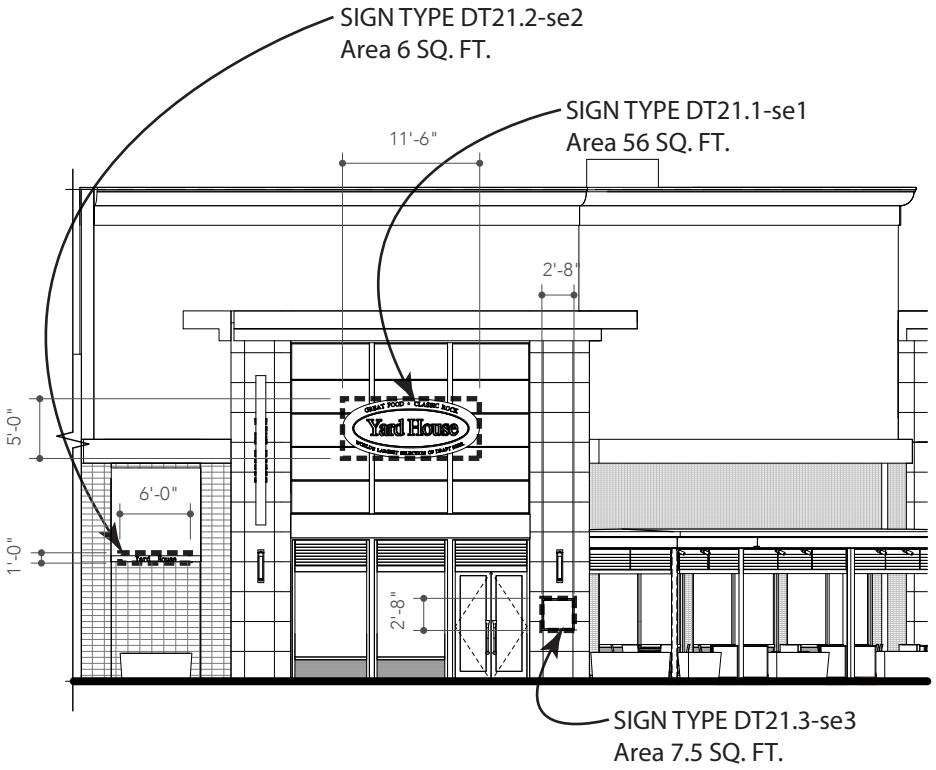
Status: Existing to Remain



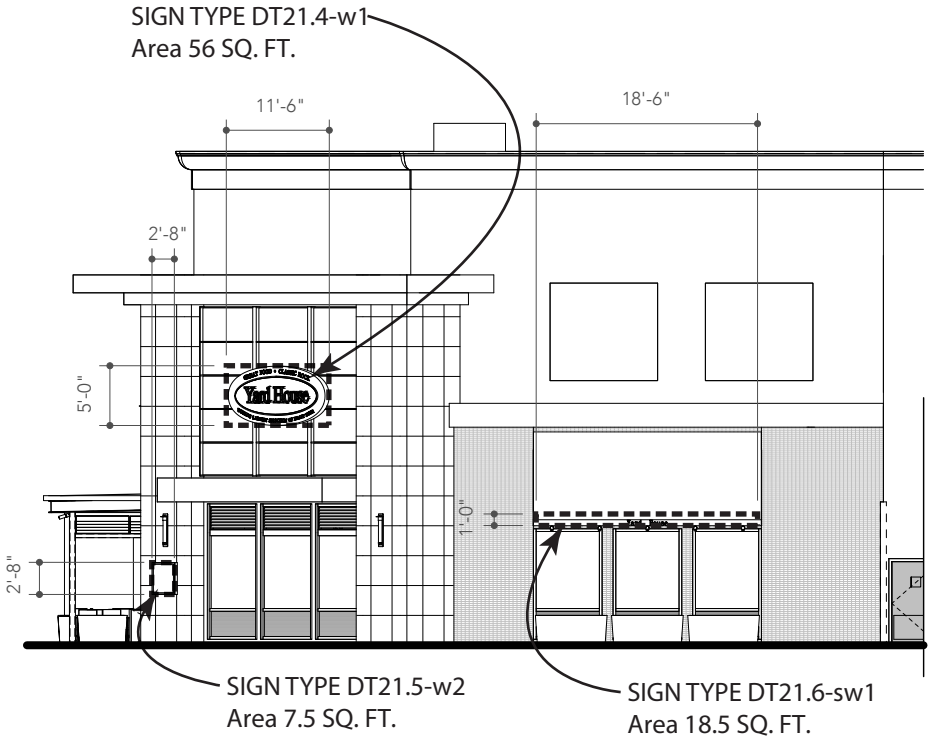
Sign Type DT21

Yard House

Status: Existing to Remain



Southeast Elevation

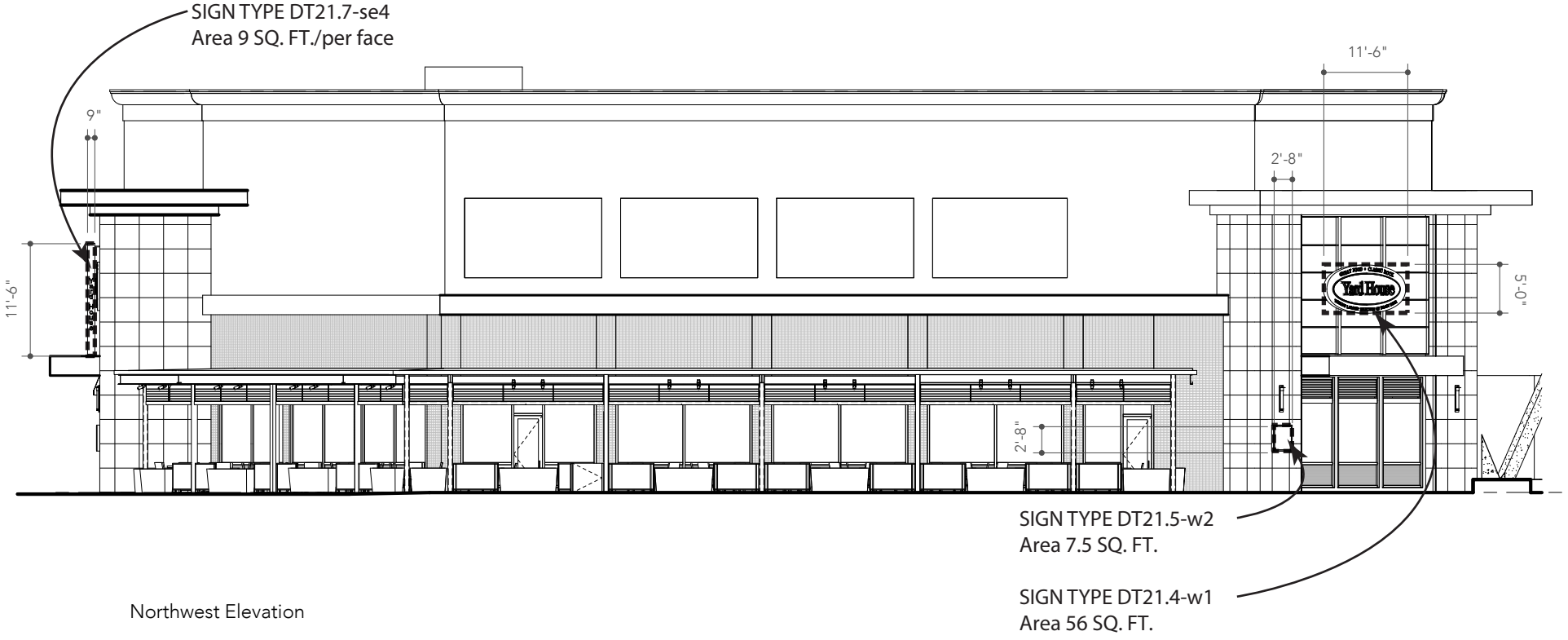


Southwest Elevation

Sign Type DT21

Yard House

Status: Existing to Remain

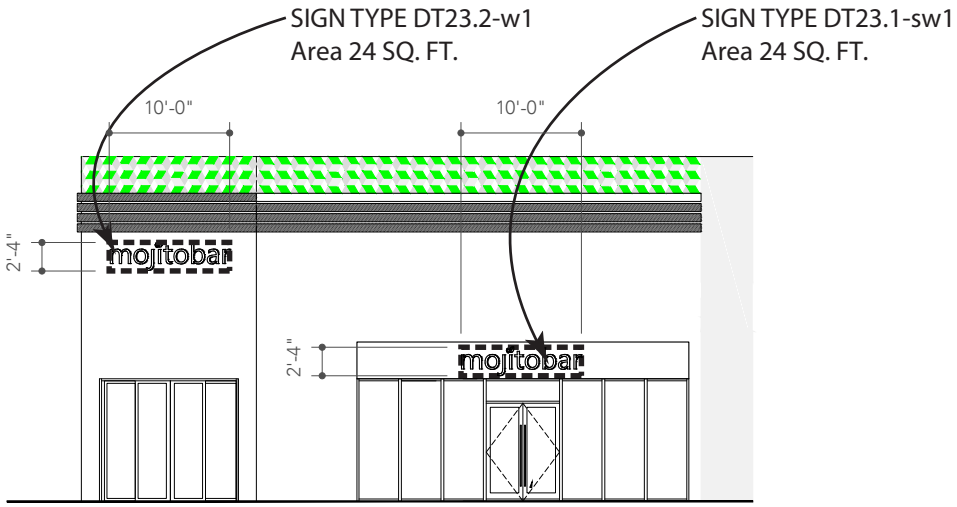


Northwest Elevation

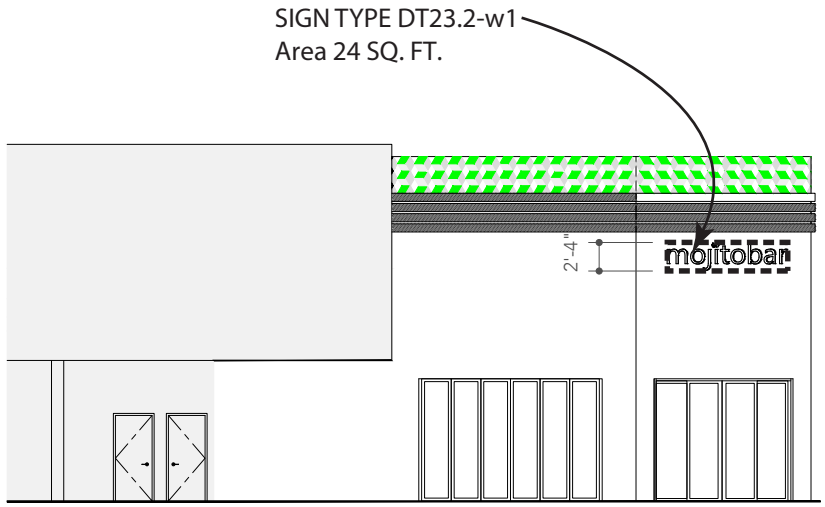
Sign Type DT23

Mojito

Status: Existing to Remain



Southwest Elevation



Northwest Elevation

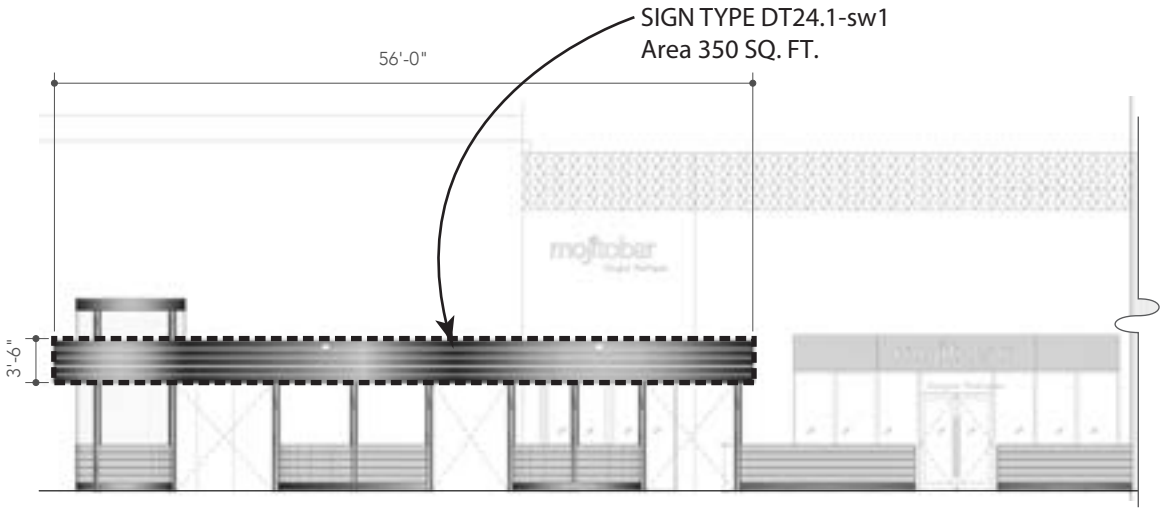
Sign Type DT24

Mojito

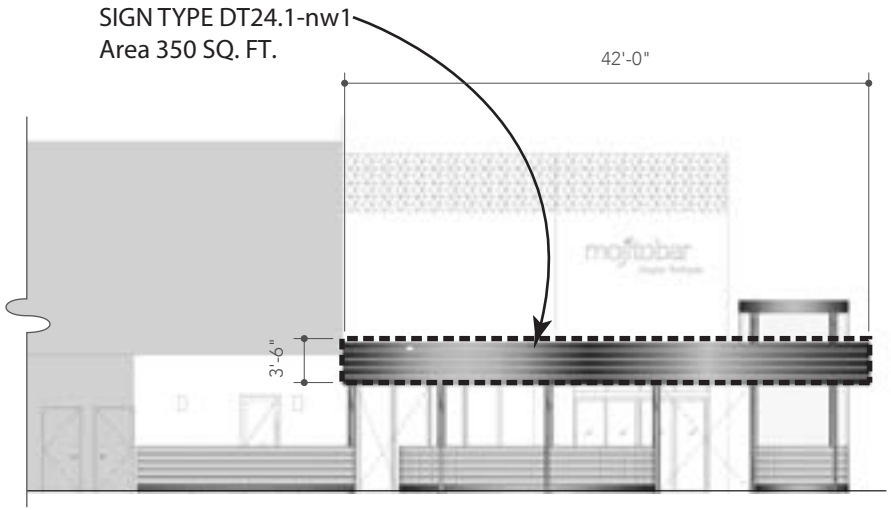
Status: Existing to Remain

Flexible LED Pixel Tape with waterproof cover.

- Up to 144 pixels per inch
- 3 Lumen max.
- Scrolling lighting effect
- Power Rating: 20w @ 5v DC max.



Southwest Elevation



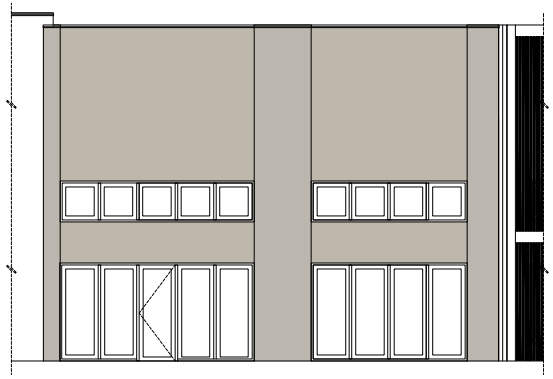
Northwest Elevation

Sign Type DT25

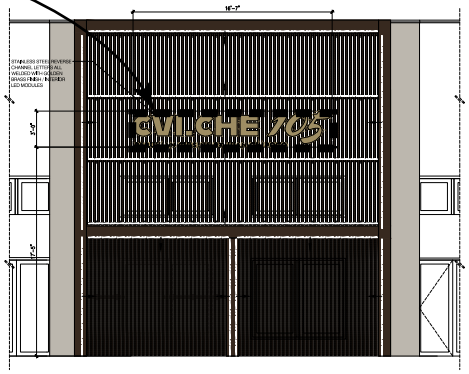
CVI.CHE 105

Status: New Sign and Location

TYPE DT25.1-sw1
(16'-7" X 3'-0")
49.8 SQ. FT.

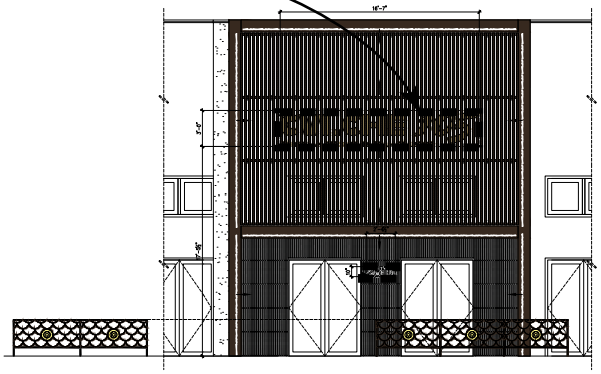


WEST ELEVATION "A"



SOUTH WEST ELEVATION "B"

TYPE DT25.2-se1
(16'-7" X 3'-0")
49.8 SQ. FT.

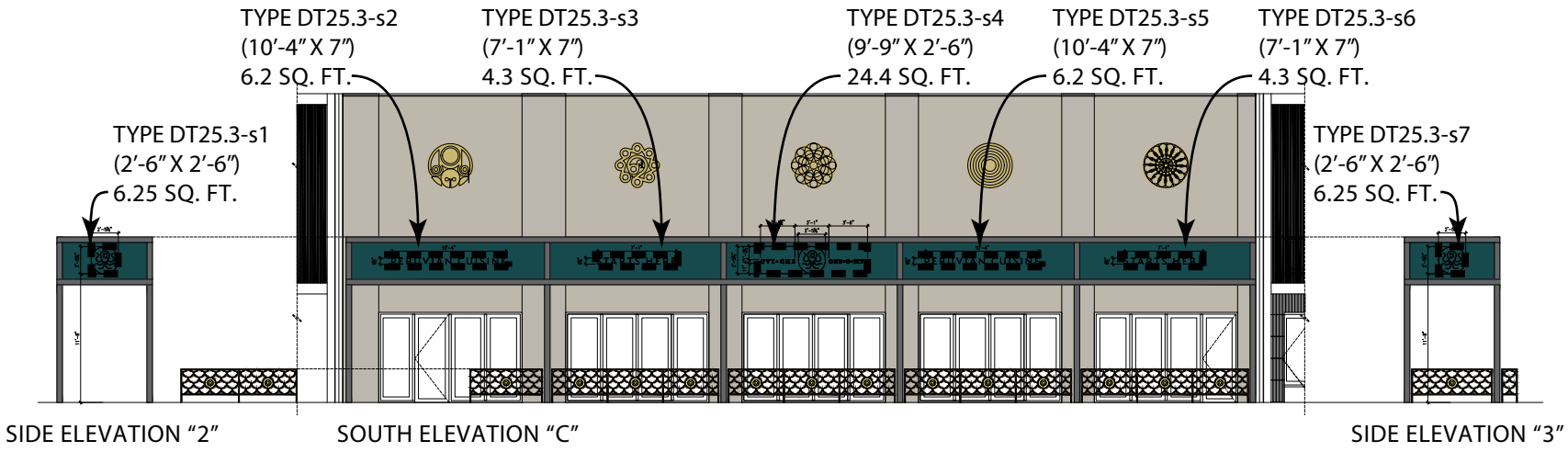


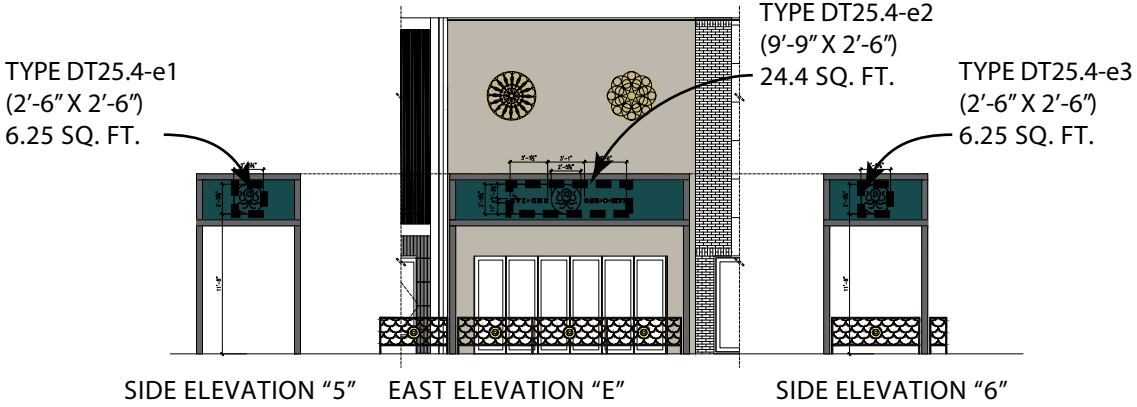
SOUTH EAST ELEVATION "D"

Sign Type DT25

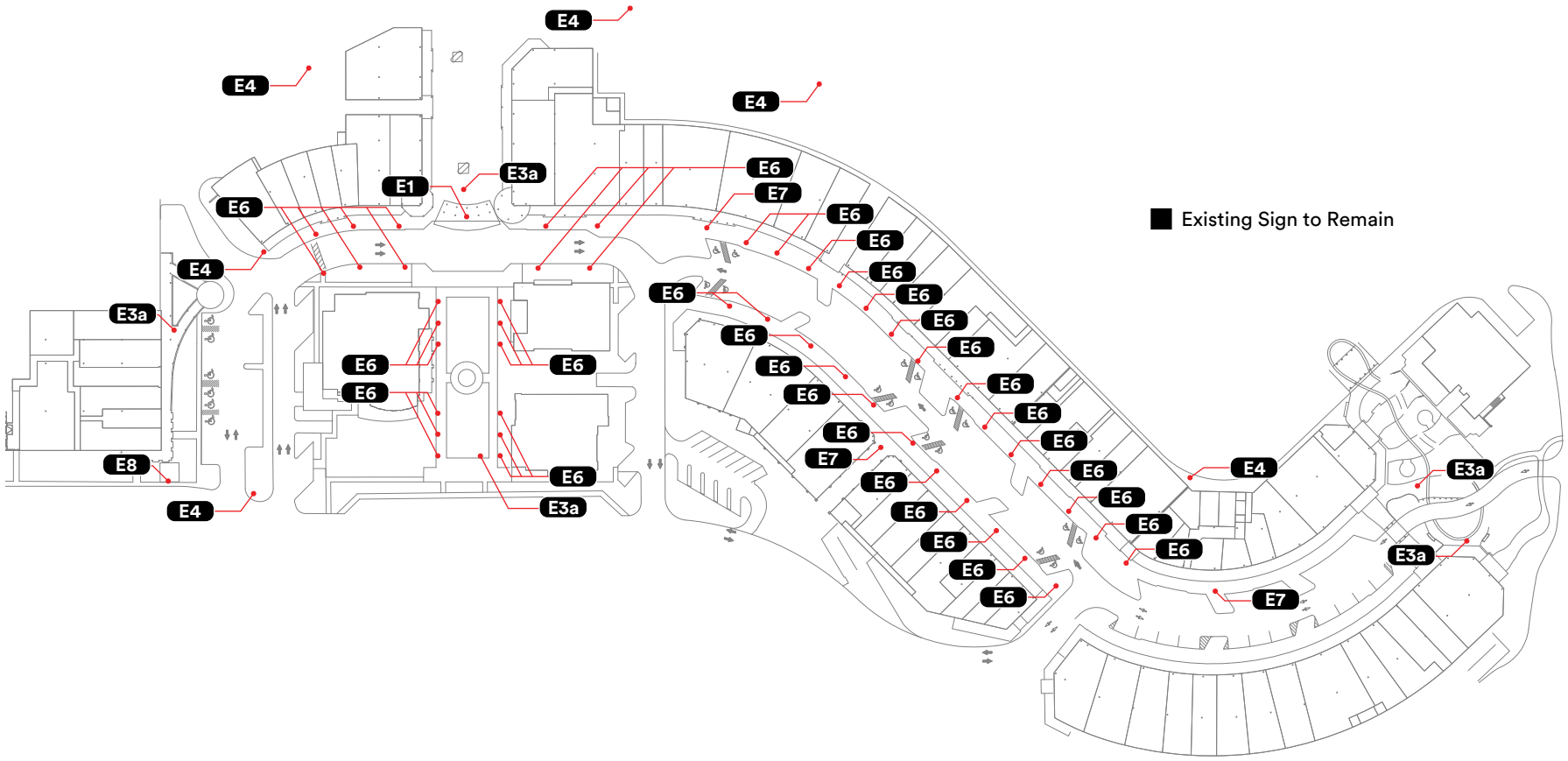
CVI.CHE 105

Status: New Sign and Location





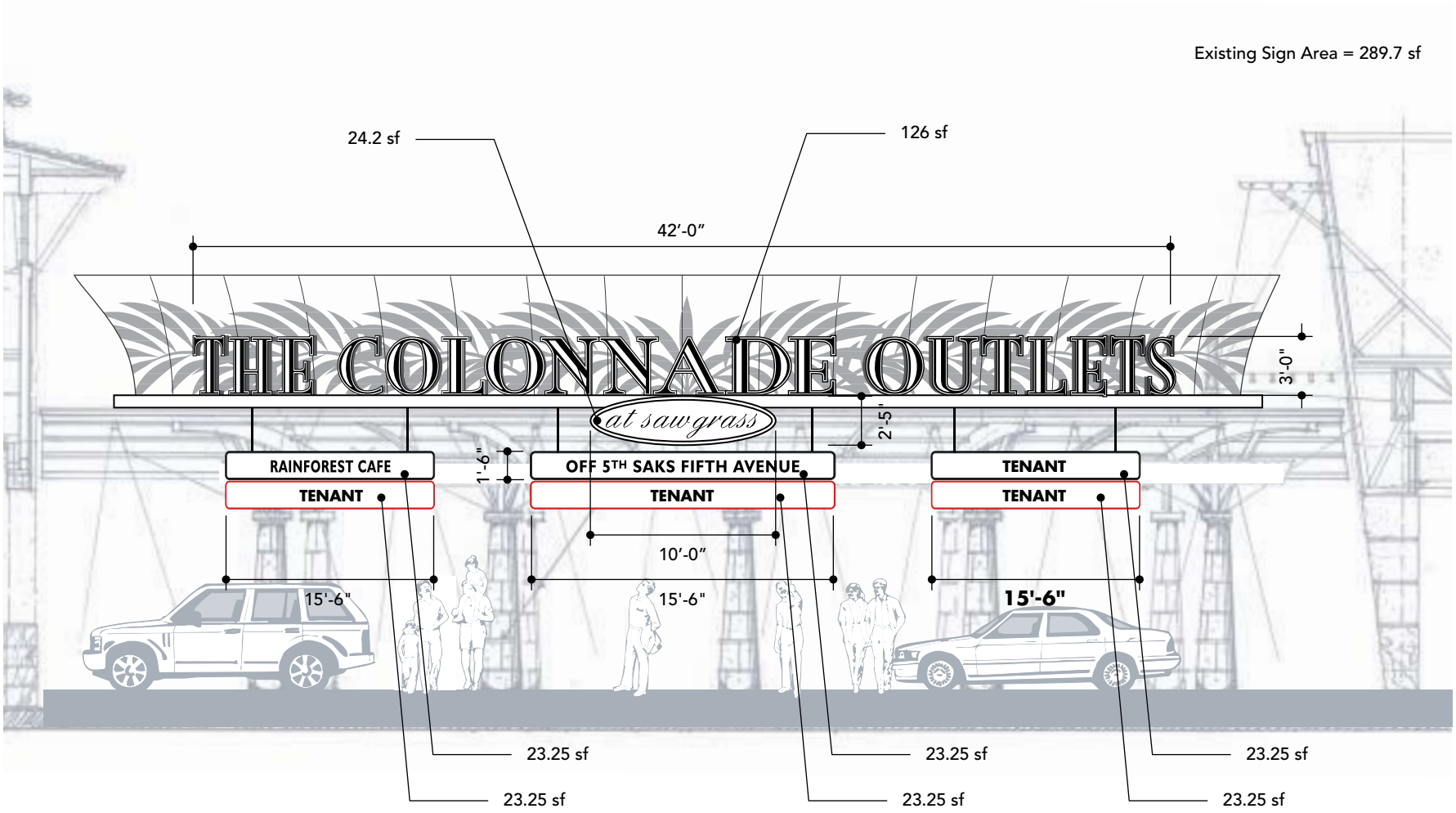
Colonnade General Signage Location Plan


E4
E4
E4
E1
E3a
E6
E7
E6
E6
E6

Sign Type E1

Colonnade Entry Feature

Status: Existing to Remain



Sign Type E2

NOT USED

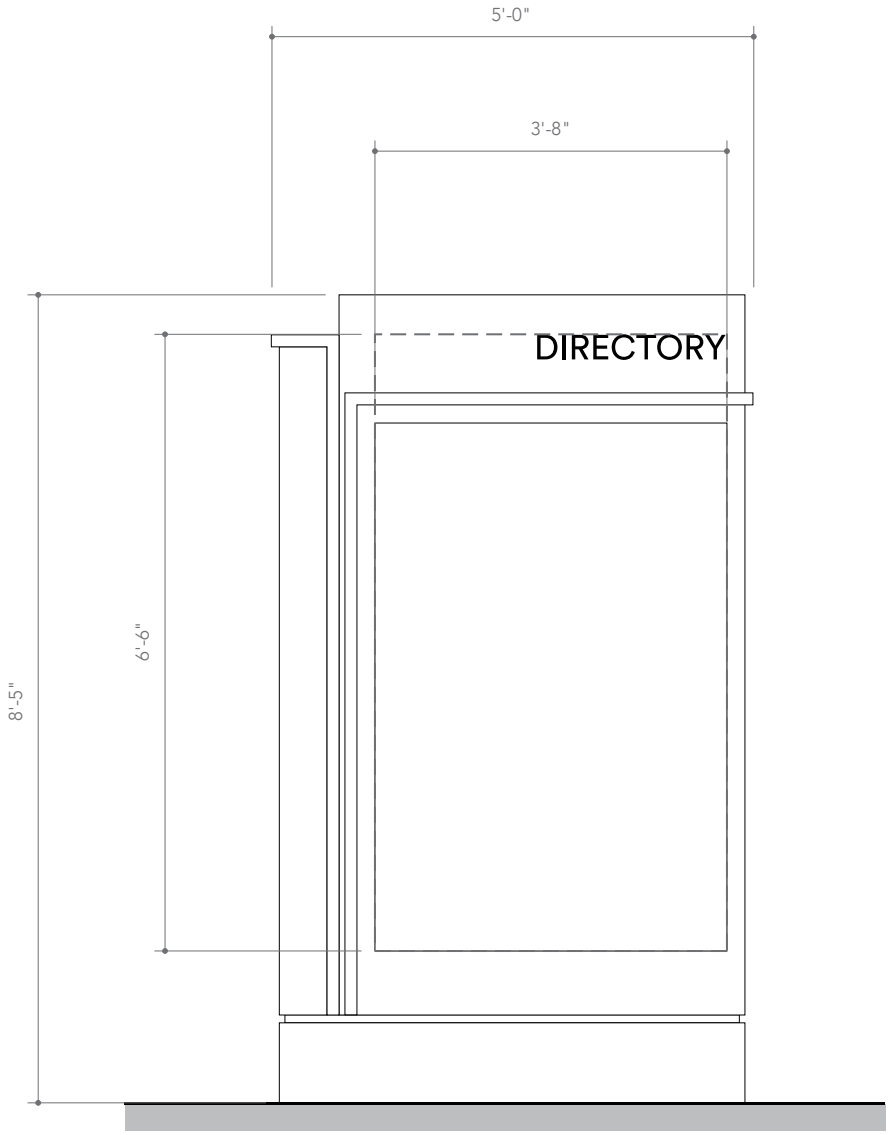
Sign Type E3

NOT USED

Sign Type E3a

Colonnade Outlets Directory Sign

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 86 sq. ft.

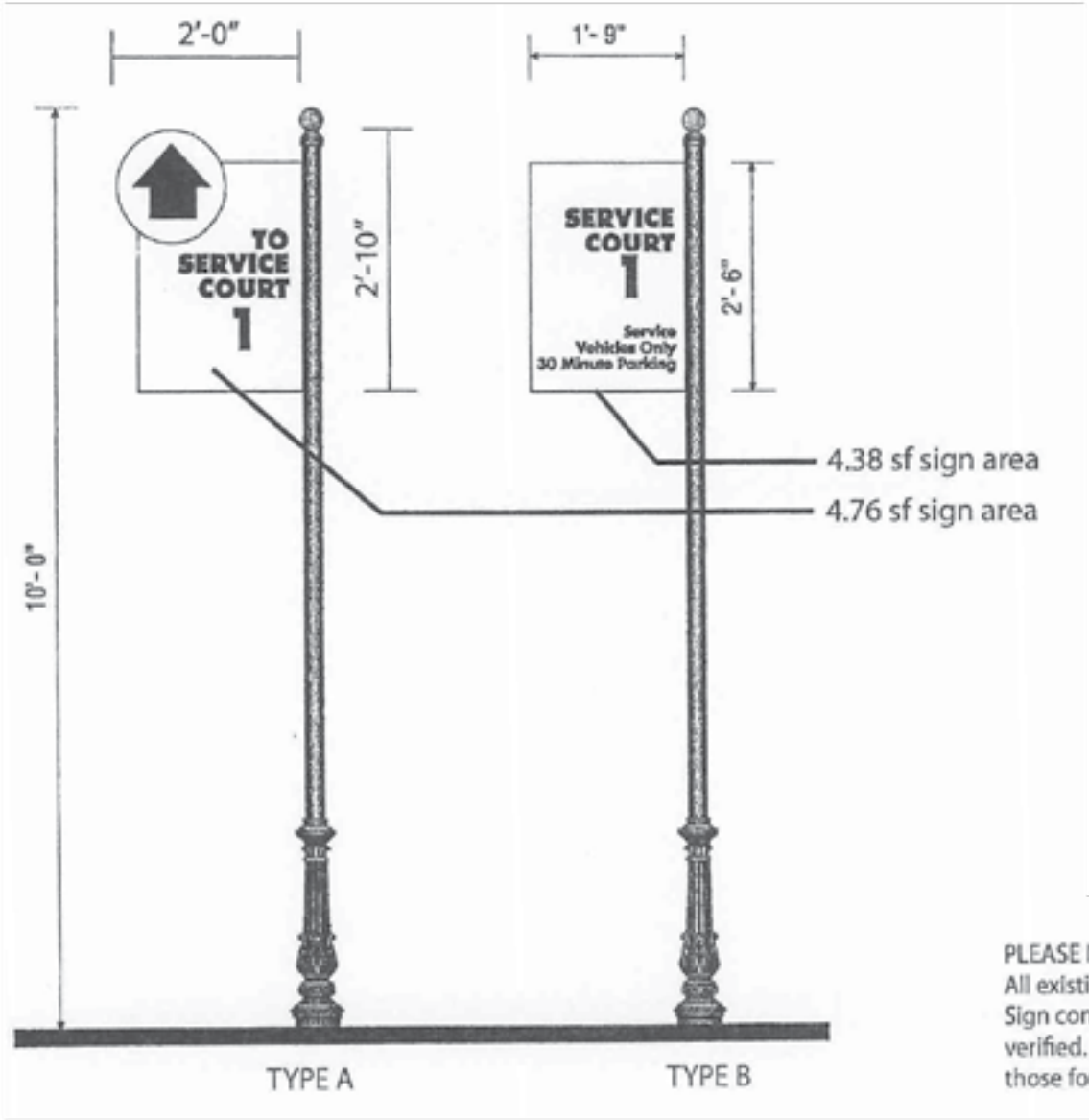
Sign Face Area = 43 sq. ft.

Copy Area = 24 sq. ft.

Sign Type E4

Service Court Directional

Status: Existing to Remain



PLEASE NOTE:
All existing Service Directional Sign conditions shall be field verified. New signs shall match those found on site.

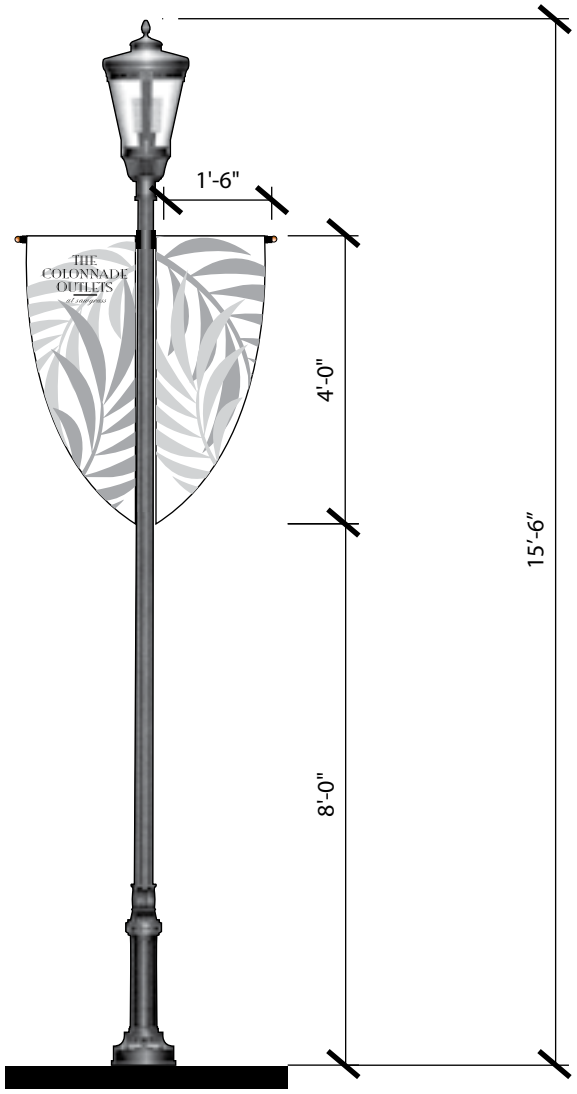
Sign Type E5

NOT USED

Sign Type E6

Lightpole Banner Graphic

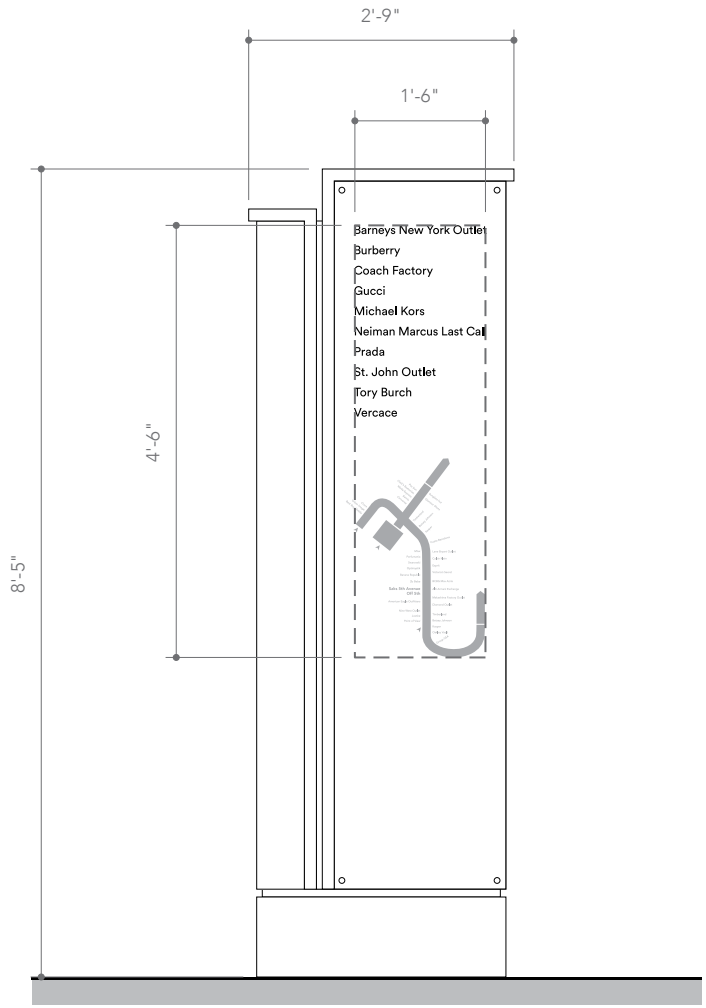
Status: Existing to Remain



Sign Type E7

Colonnade Tenant Listing Sign

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 46 sq. ft.

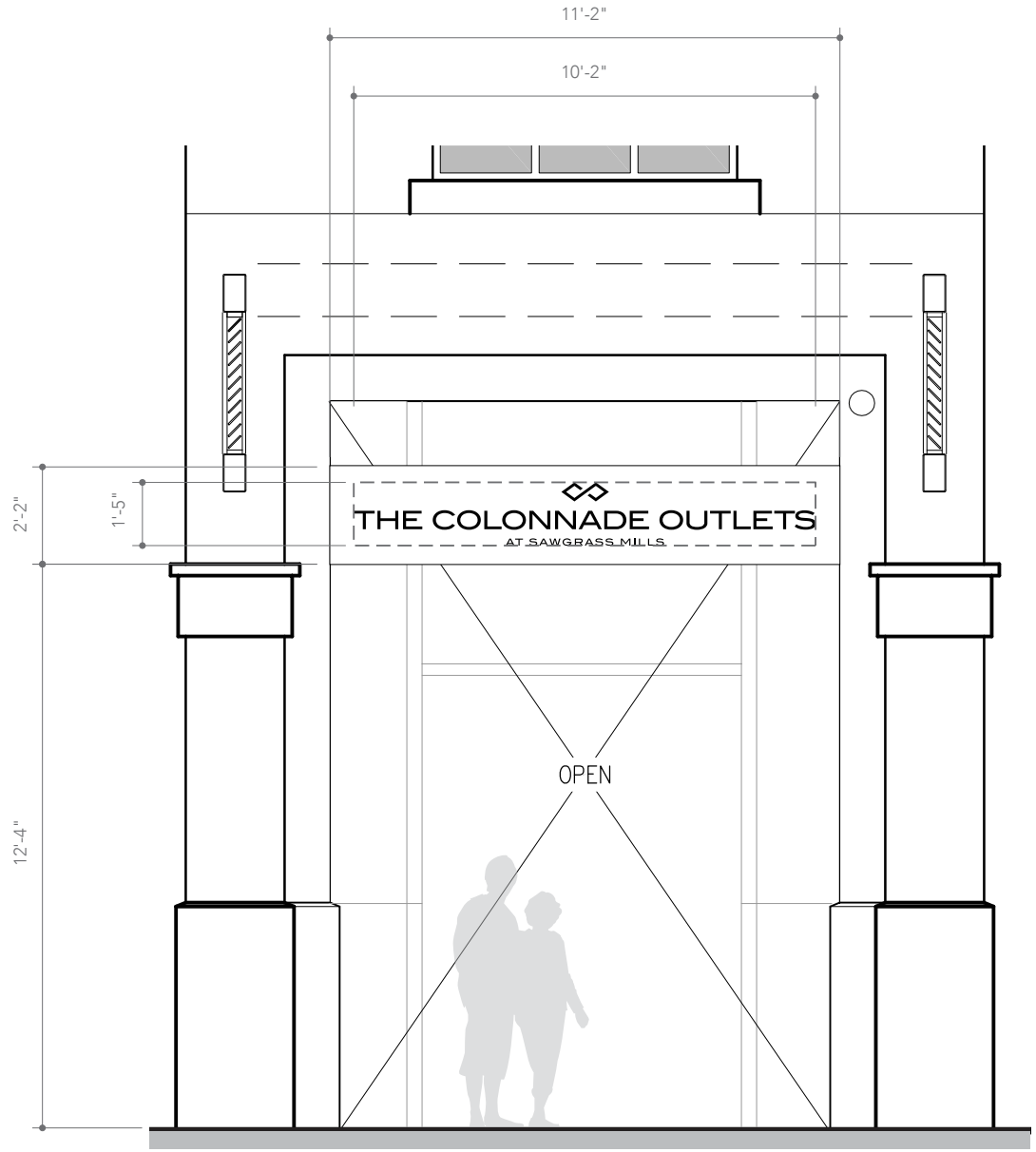
Sign Face Area = 23 sq. ft.

Copy Area = 7 sq. ft.

Sign Type E8

Colonnade Bridge Entry Sign

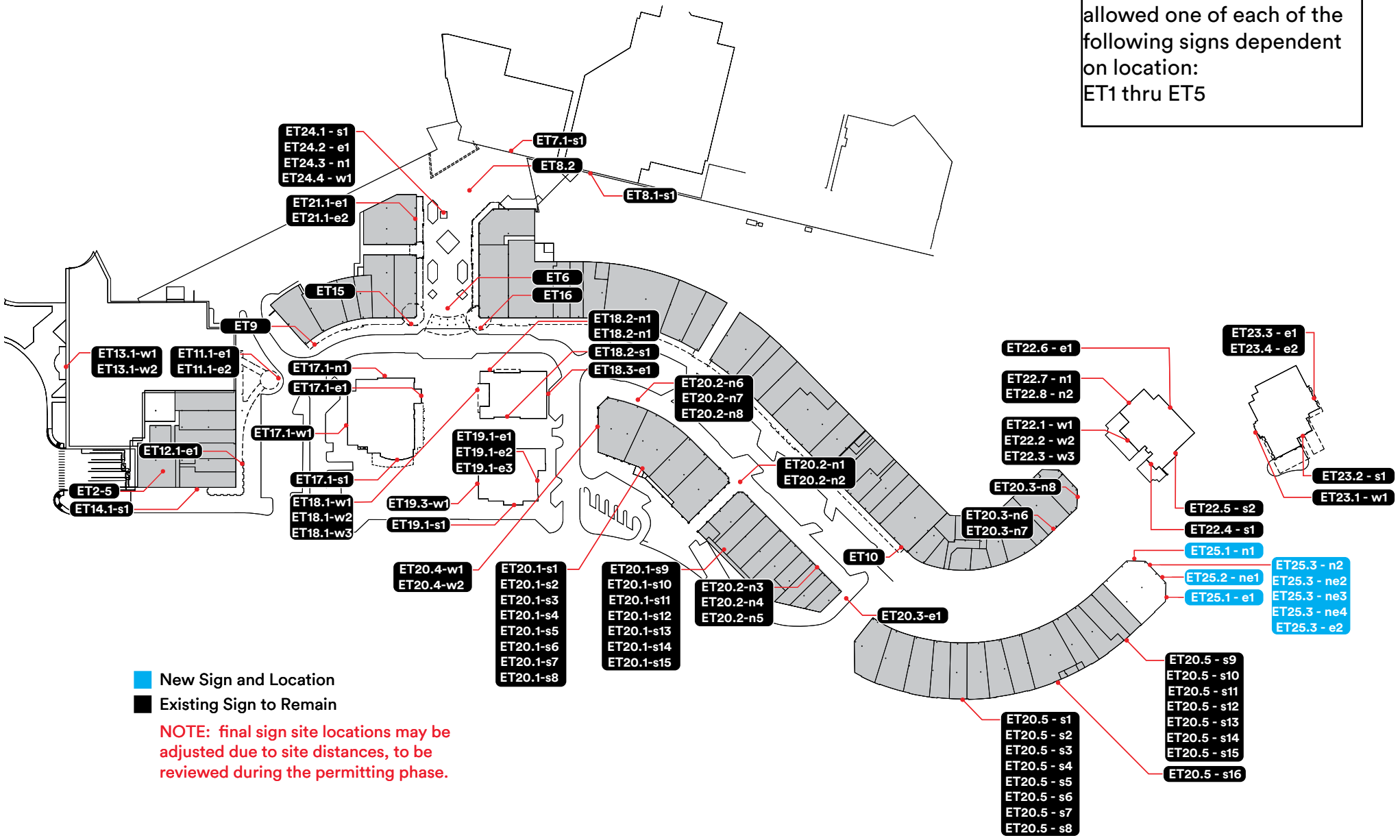
Status: Existing to Remain



DOUBLE SIDED SIGN
Total Area = 51 sq. ft.
Sign Face Area = 25.5 sq. ft.
Copy Area = 15.5 sq. ft.

Colonnade Tenant Signage Location Plan

Note: Each specialty tenant in shaded area will be allowed one of each of the following signs dependent on location:
ET1 thru ET5



New Sign and Location

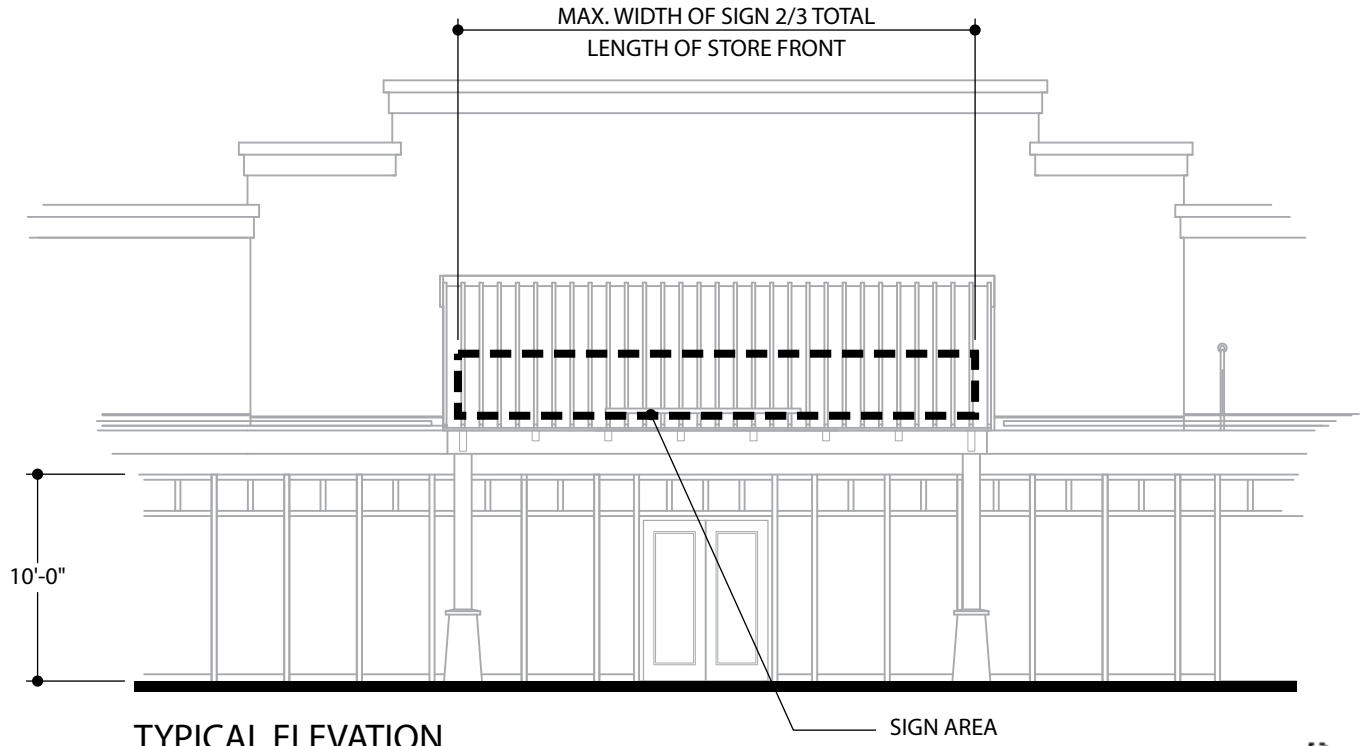
Existing Sign to Remain

NOTE: final sign site locations may be adjusted due to site distances, to be reviewed during the permitting phase.

Sign Type ET1

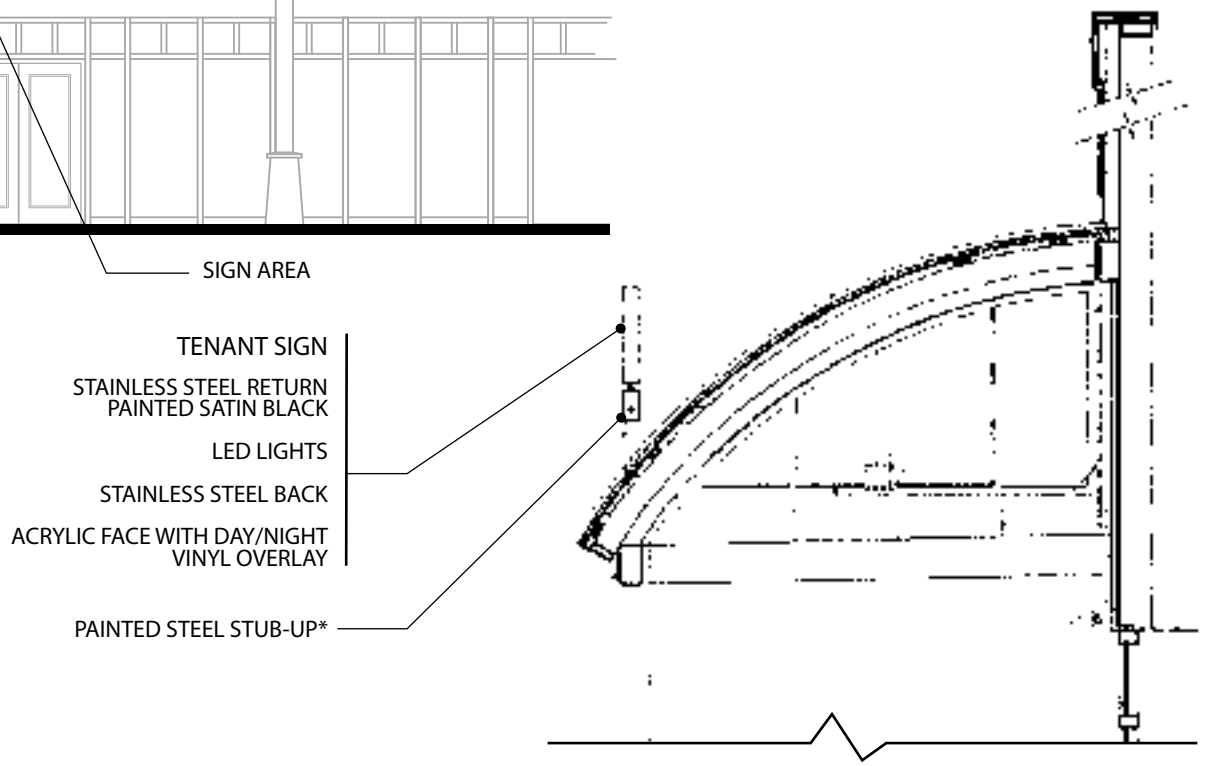
Tenant Storefront Sign

Status: Existing to Remain



TYPICAL ELEVATION

Sign shall be mounted to canopy or other area as designated by Landlord. The total sign area shall not exceed 100 sf. No exposed neon.



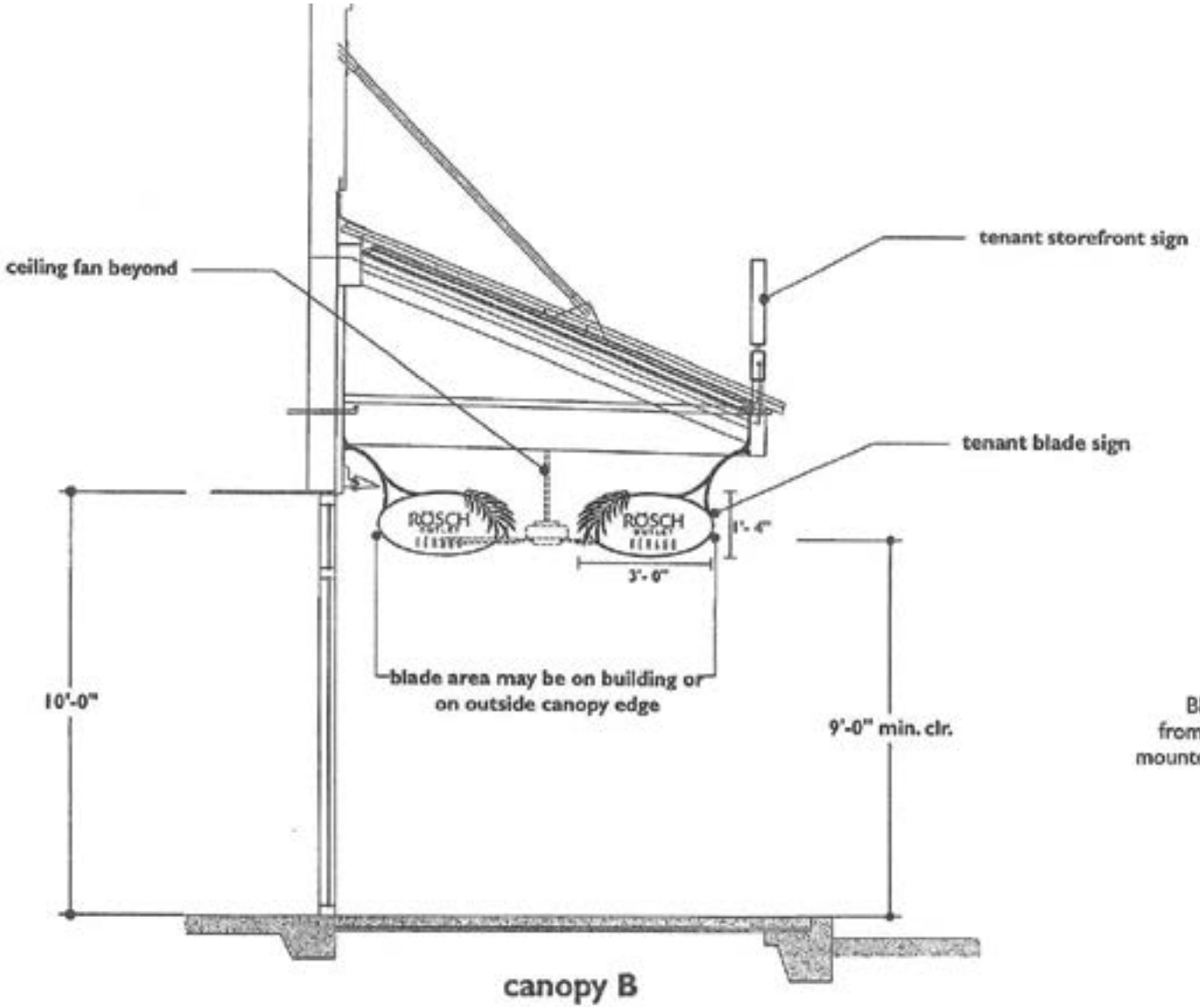
TYPICAL SECTION

* Note: Tenant Sign can extend to the painted steel stub-up as approved by Landlord

Sign Type ET2

Tenant Blade Sign

Status: Existing to Remain



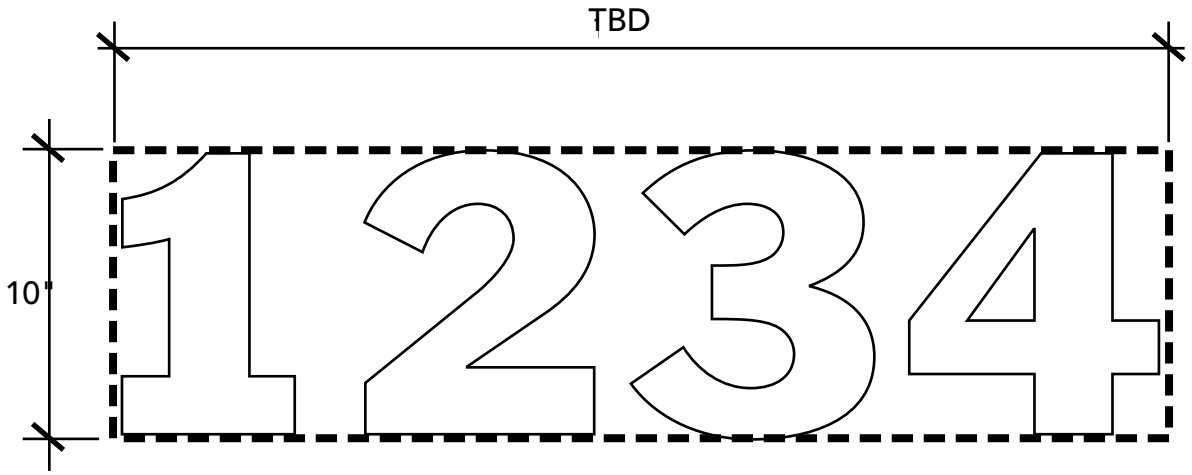
Two sided sign
5 sf total area each side
(10 sf total area)

BLADE SIGN: Signs shall be suspended from the storefront canopy. Signs must be mounted at least 9'-0" above the finish floor

Sign Type ET3

Tenant Store Number

Status: Existing to Remain



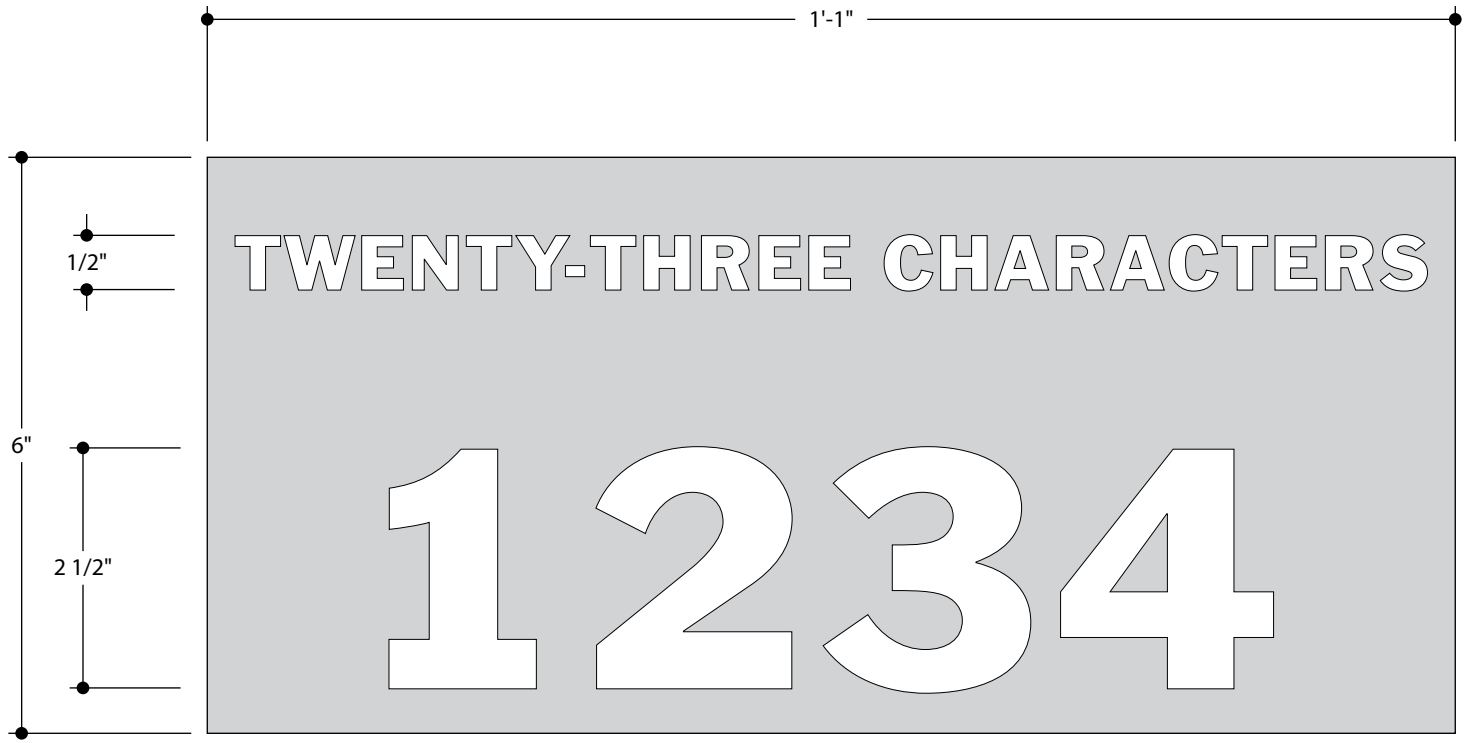
4 sf sign area

NOTE: Store number to be located per Fire Department requirements

Sign Type ET4

Tenant Backdoor and Service Sign

Status: Existing to Remain



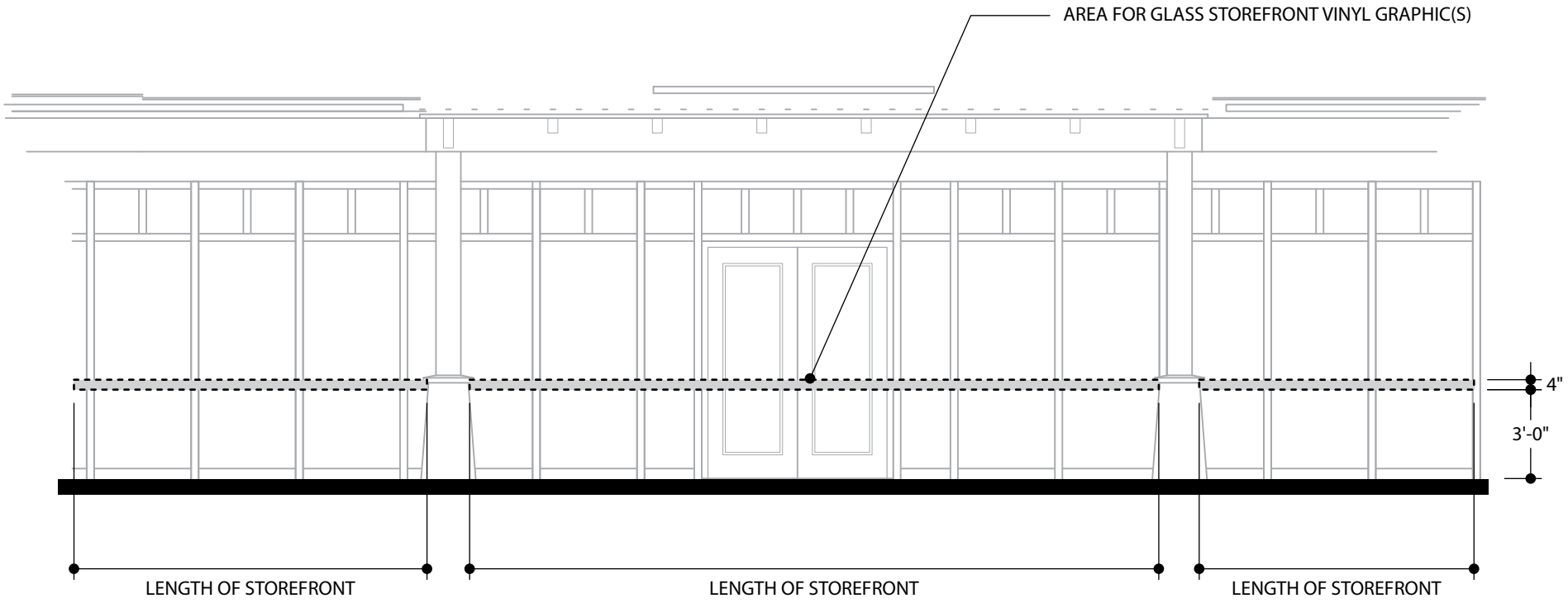
.54 sf sign area

Sign Type ET5

Tenant Storefront Signband on Glass

Status: Existing to Remain

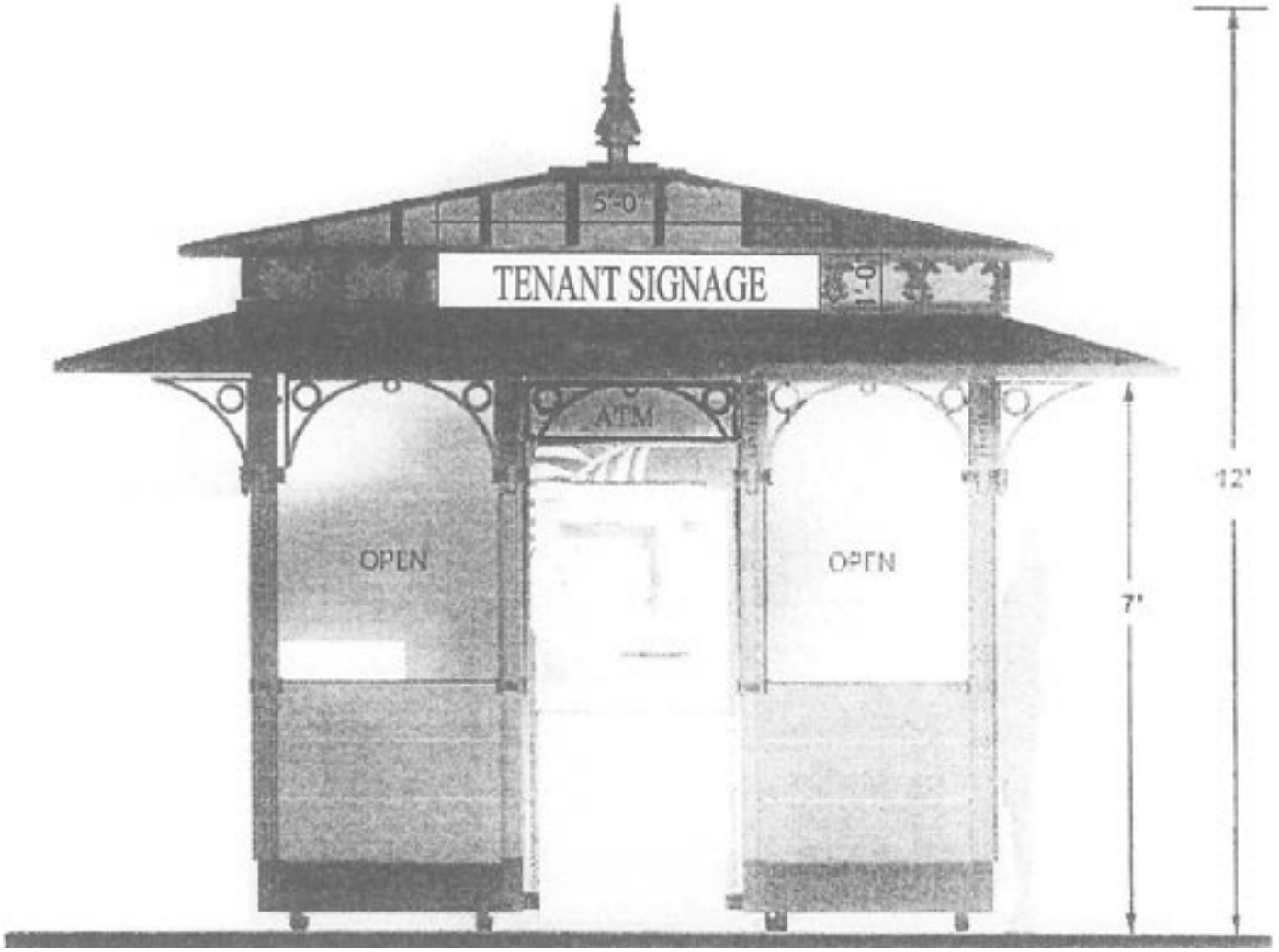
Reverse cut vinyl graphics or logo mounted
to inside face of glass (inside tenant space).
Maximum height 4”



Sign Type ET6

Kiosk Sign

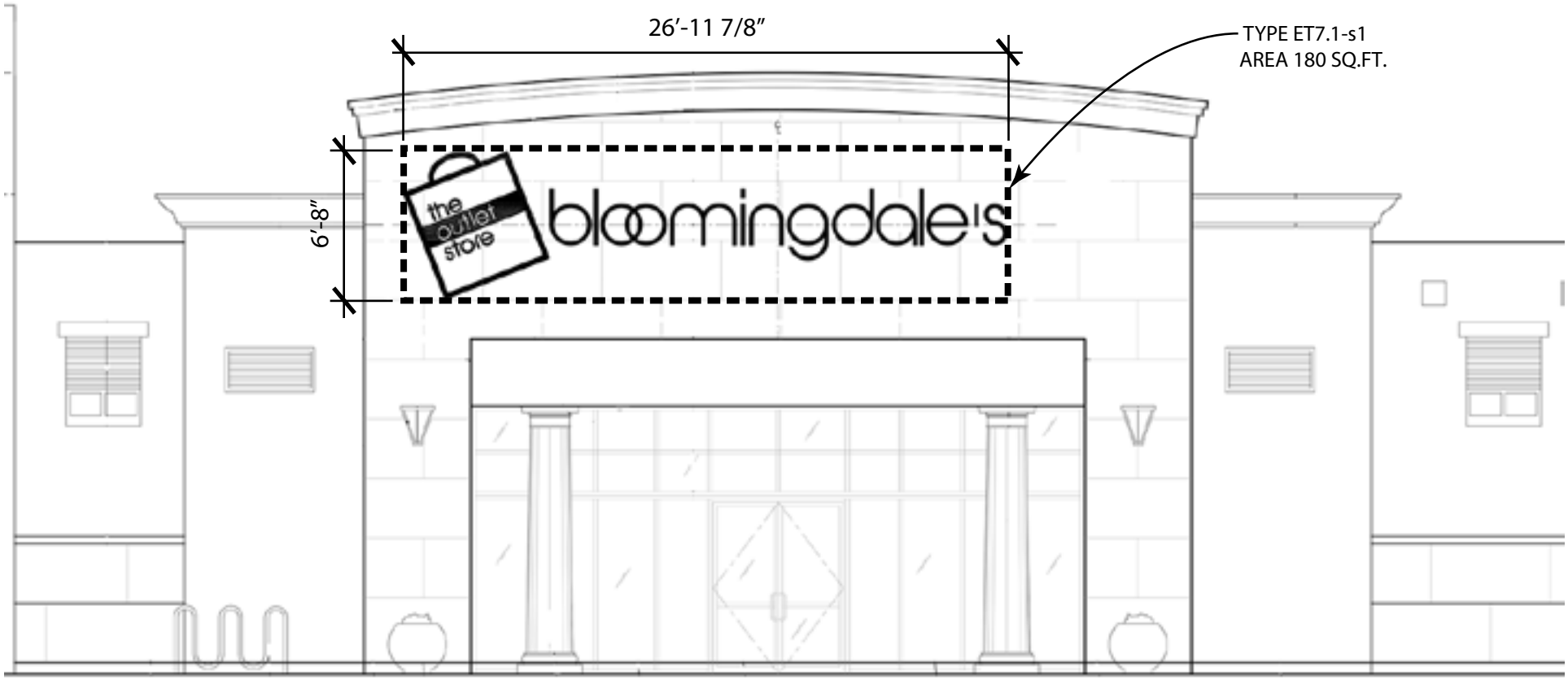
Status: Existing to Remain



Sign Type ET7

Bloomingdales Entry Sign

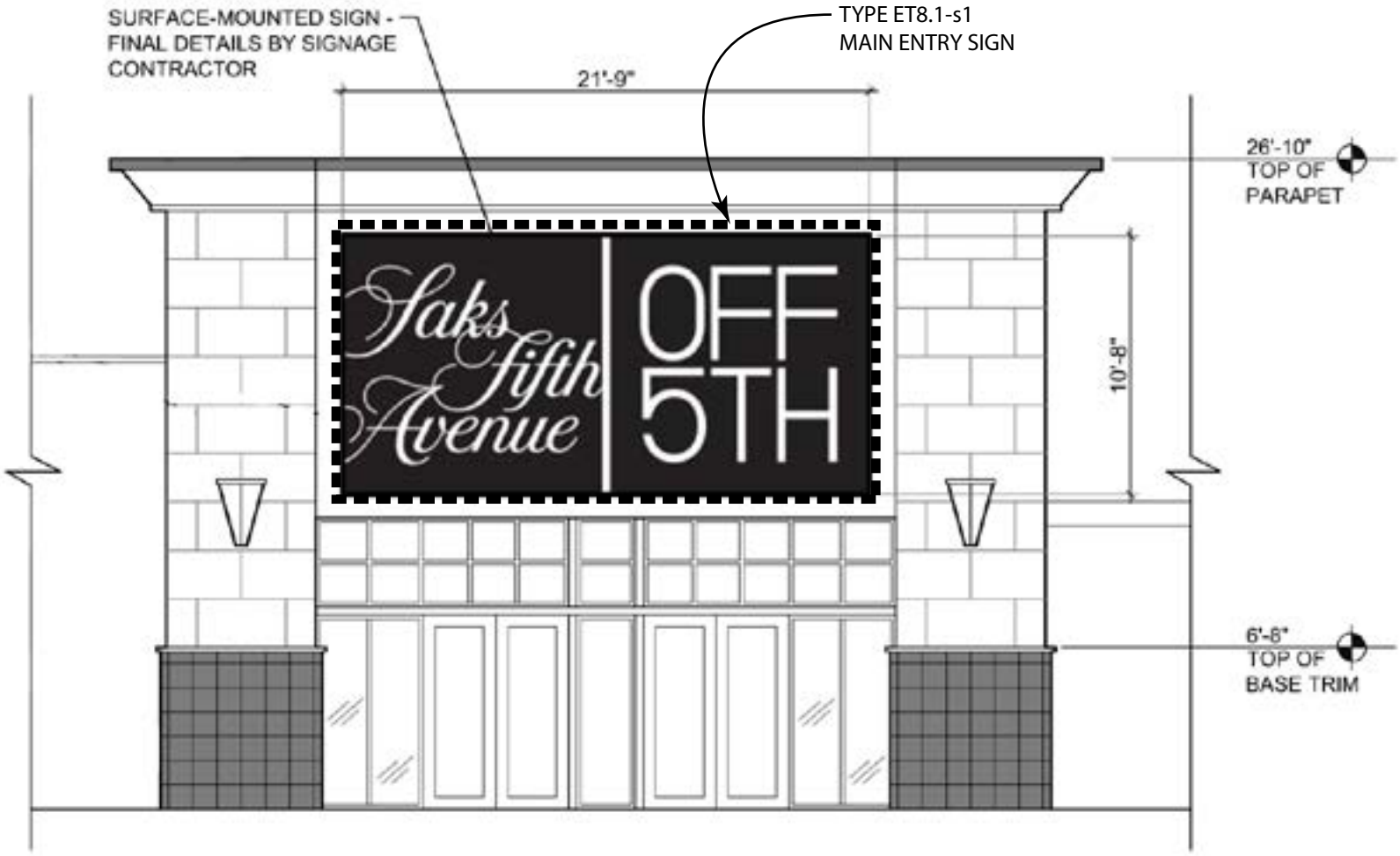
Status: Existing to Remain



Sign Type ET8

Off Fifth Saks Fifth Avenue Entry Sign

Status: Existing to Remain



1 STOREFRONT ELEVATION

Sign Type ET8

Off Fifth Saks Fifth Avenue Trellis Sign

Status: Existing to Remain

Sign Type ET9

Corner Tenant Storefront Sign

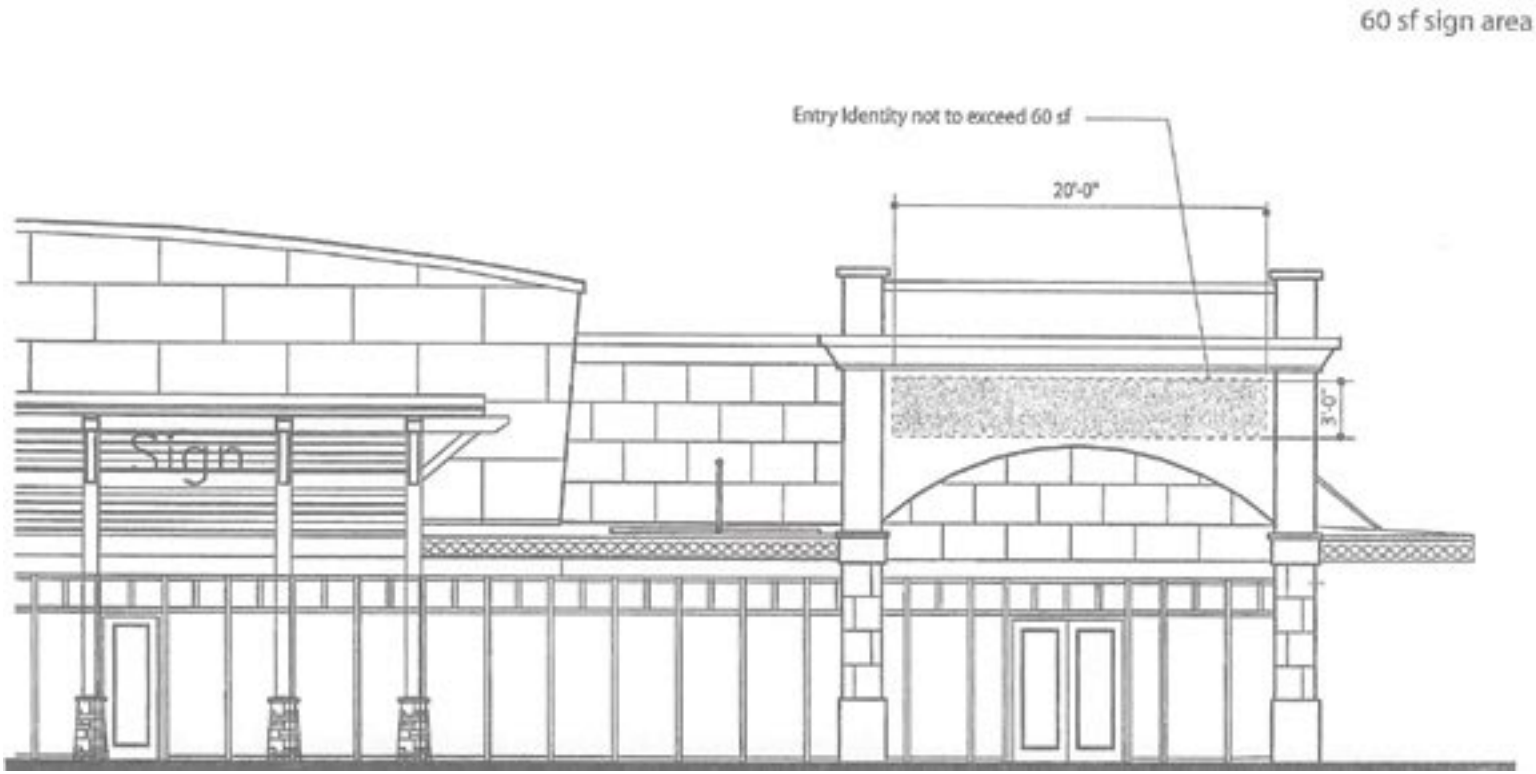
Status: Existing to Remain

Sign Type ET10

Surface Mounted Storefront Sign

Status: Existing to Remain

May be multi-tenant sign

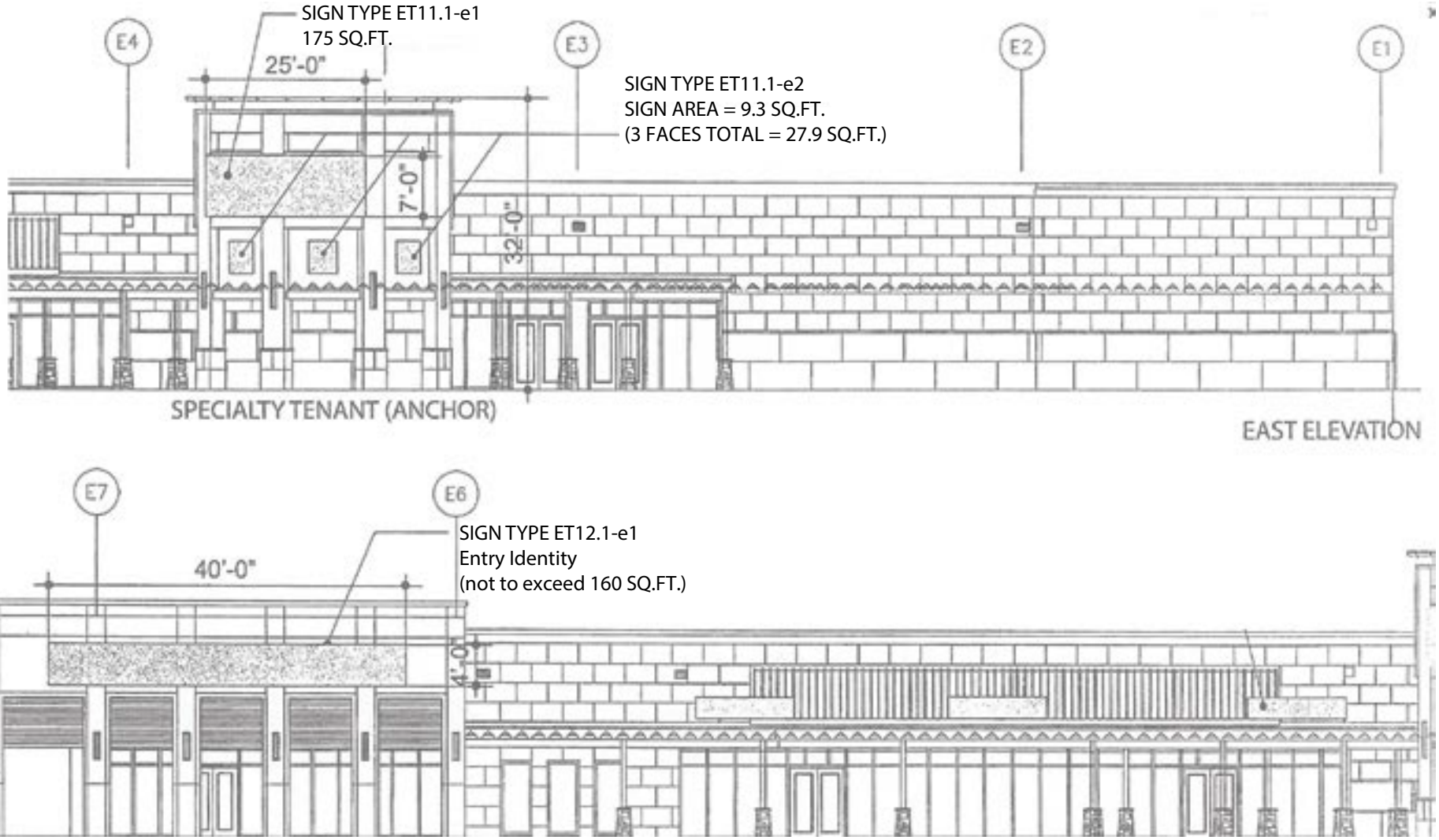


Sign Type ET11/ET12

Tenant Storefront Sign

Status: Existing to Remain

Sign types ET12.1-e1 and ET11.1-e1 may be multi-tenant signs

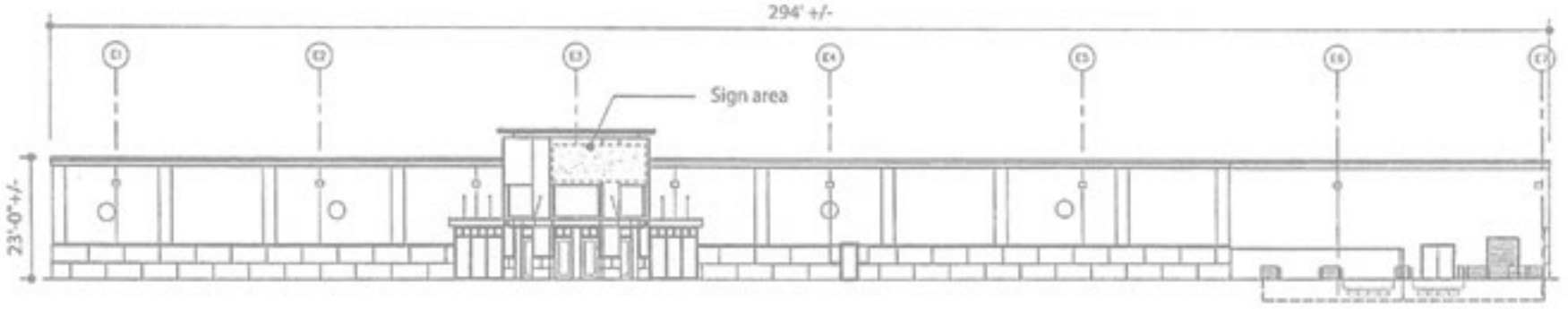


Sign Type ET13

Tenant Storefront Sign

Status: Existing to Remain

SPECIALTY TENANT (ANCHOR)
WEST ELEVATION (Partial Detail)

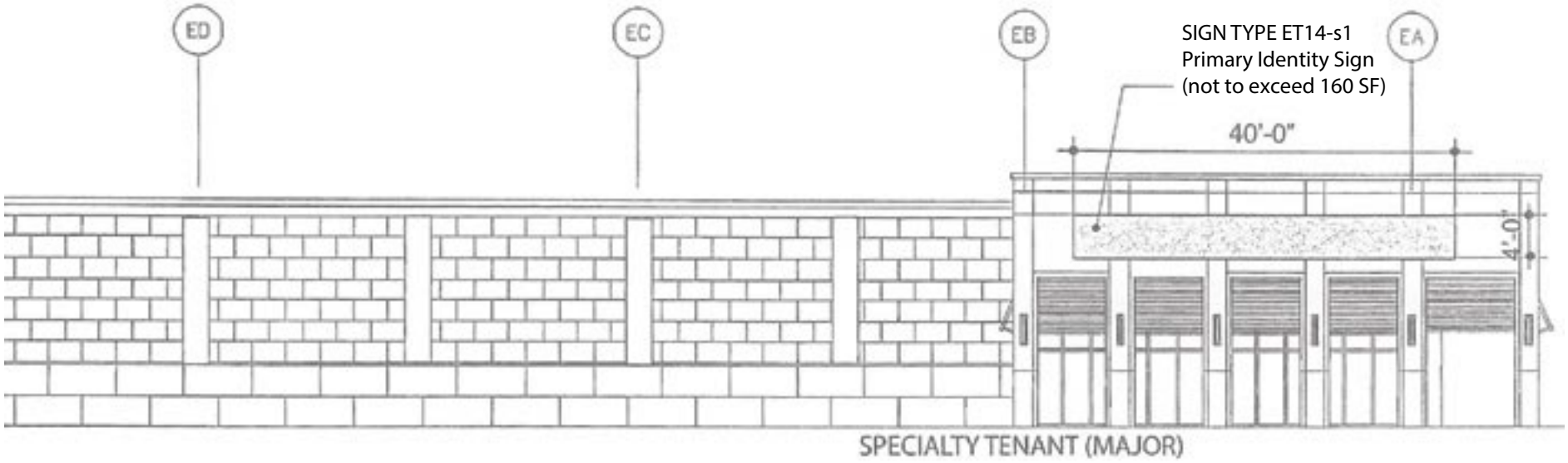


WEST ELEVATION

Sign Type ET14

Specialty Tenant Identity

Status: Existing to Remain



Sign Type ET15/ET16

Specialty Tenant

Status: Existing to Remain

ET15

Sign at 2 locations on tower
(130 sf main + 20 sf tagline)
150 sf total area each location
(300 sf total area)

EAST TOWER (Existing Photo)

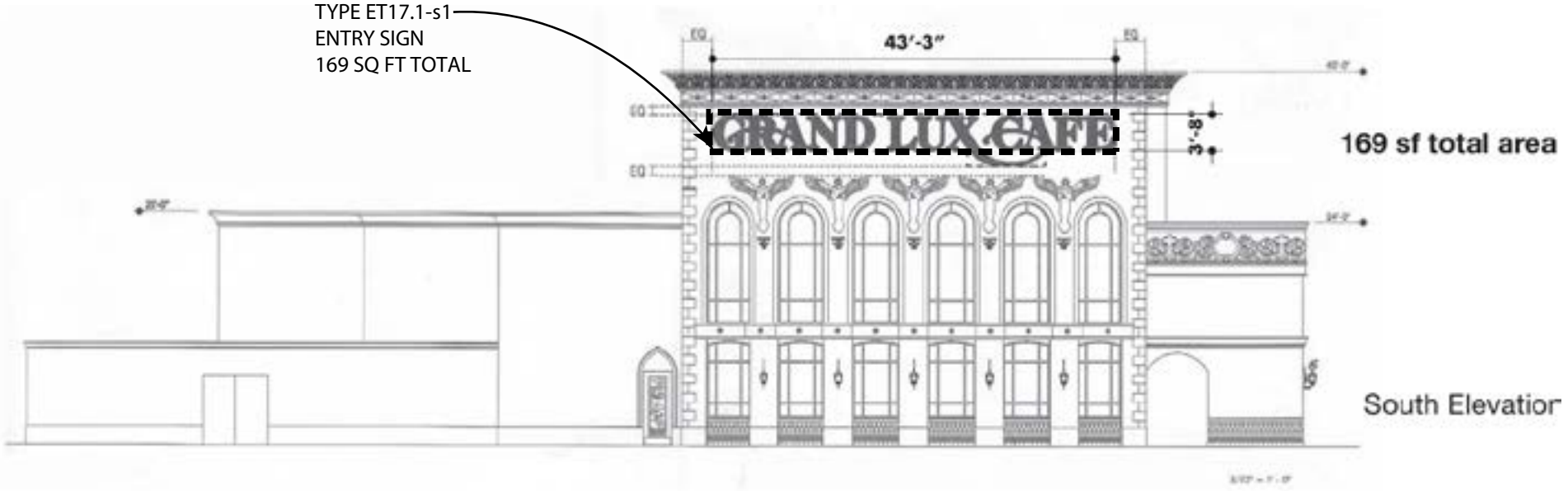
ET16
Sign at 2 locations on tower
(78 sf main + 20 sf tagline)
98 sf total area each location
(196 sf total area)

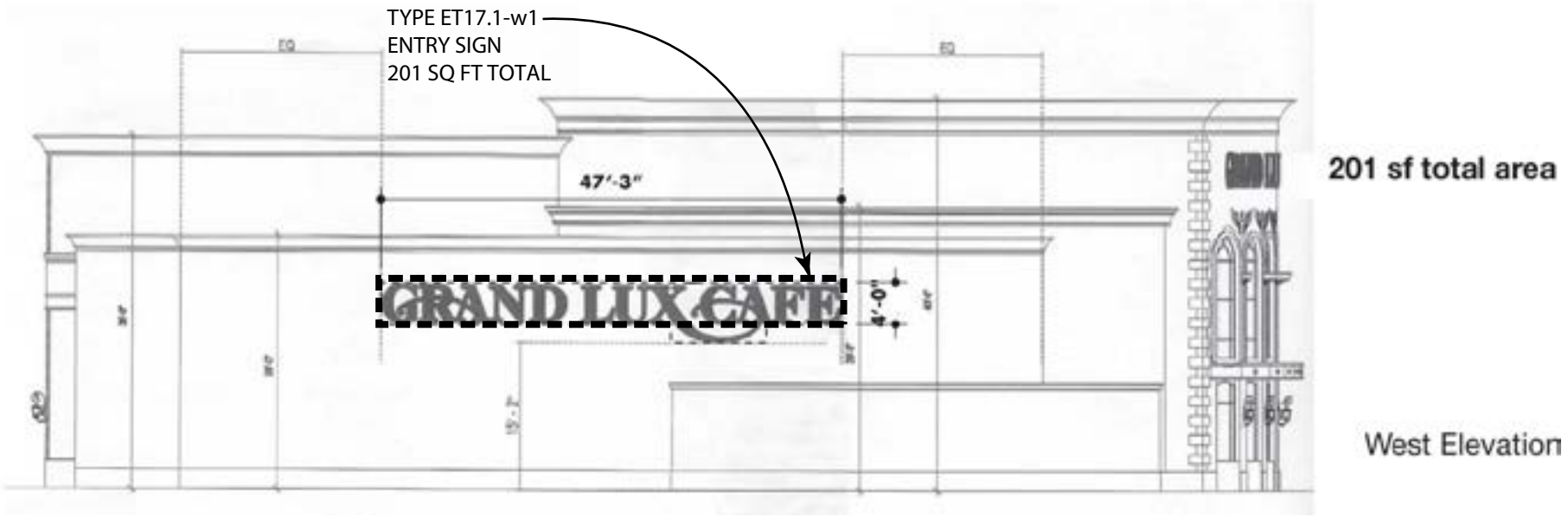
WEST TOWER ELEVATION (Partial Detail)

Sign Type ET17

Grand Lux Cafe

Status: Existing to Remain

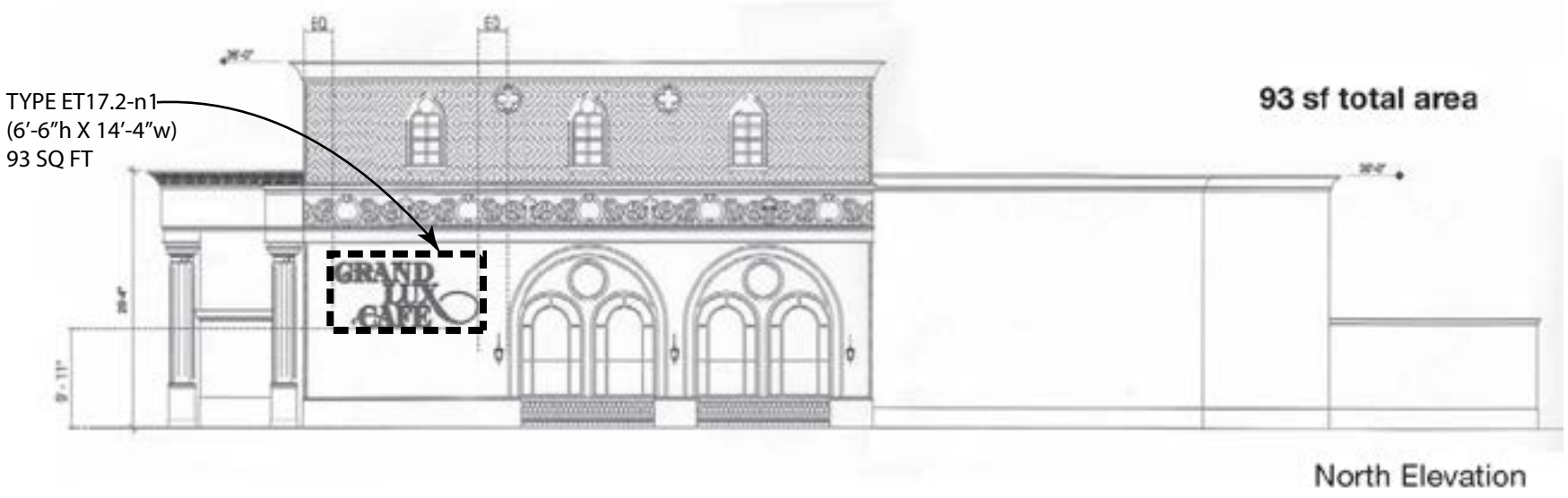




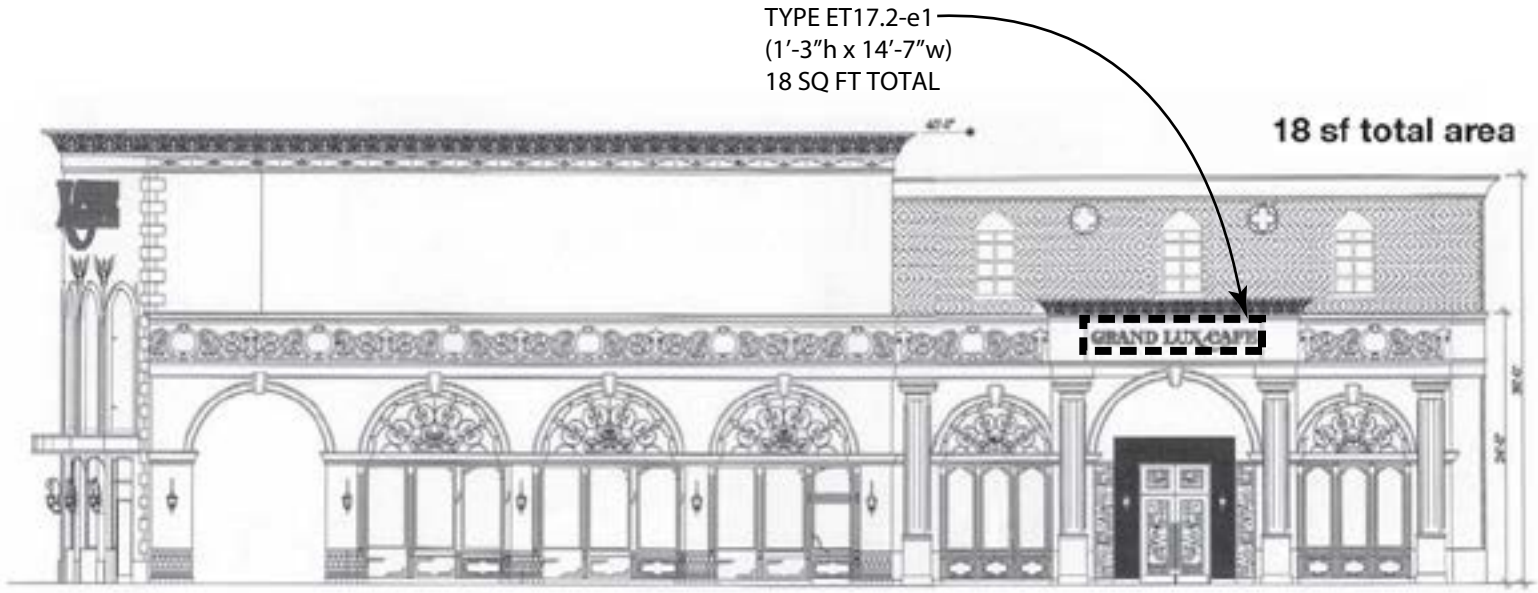
Sign Type ET17

Grand Lux Cafe

Status: Existing to Remain



North Elevation

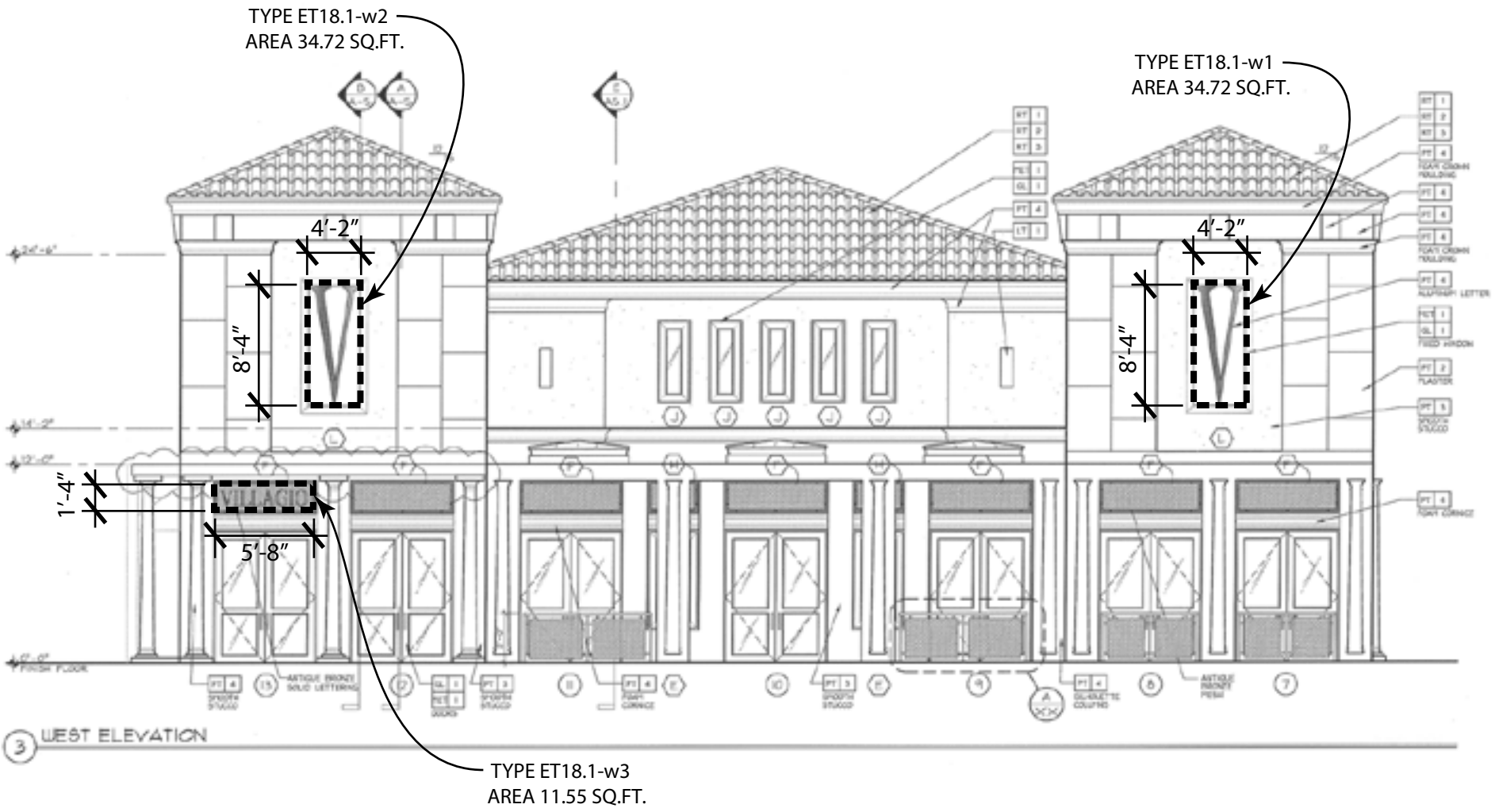


East Elevation

Sign Type ET18

Villagio

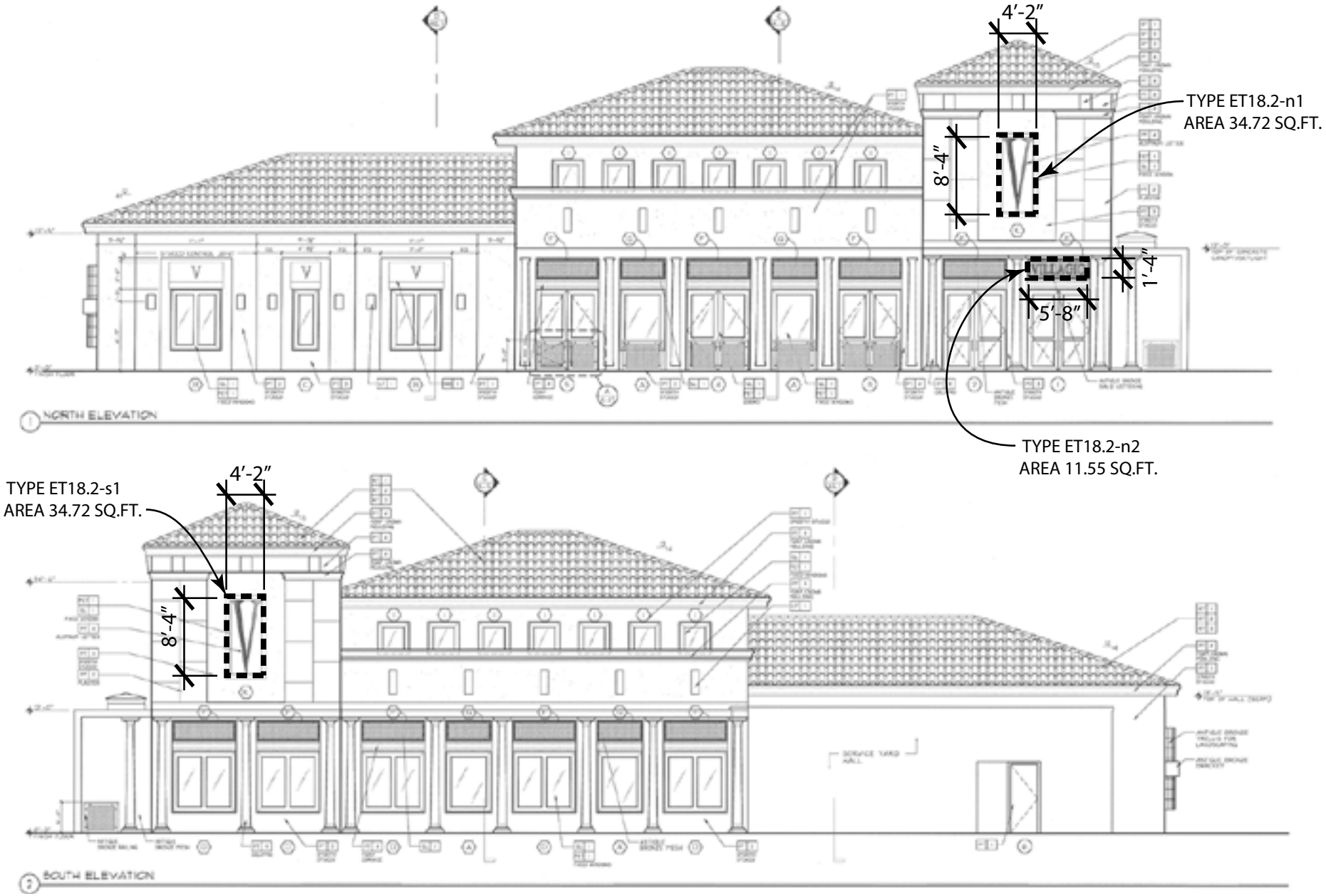
Status: Existing to Remain



Sign Type ET18

Villagio

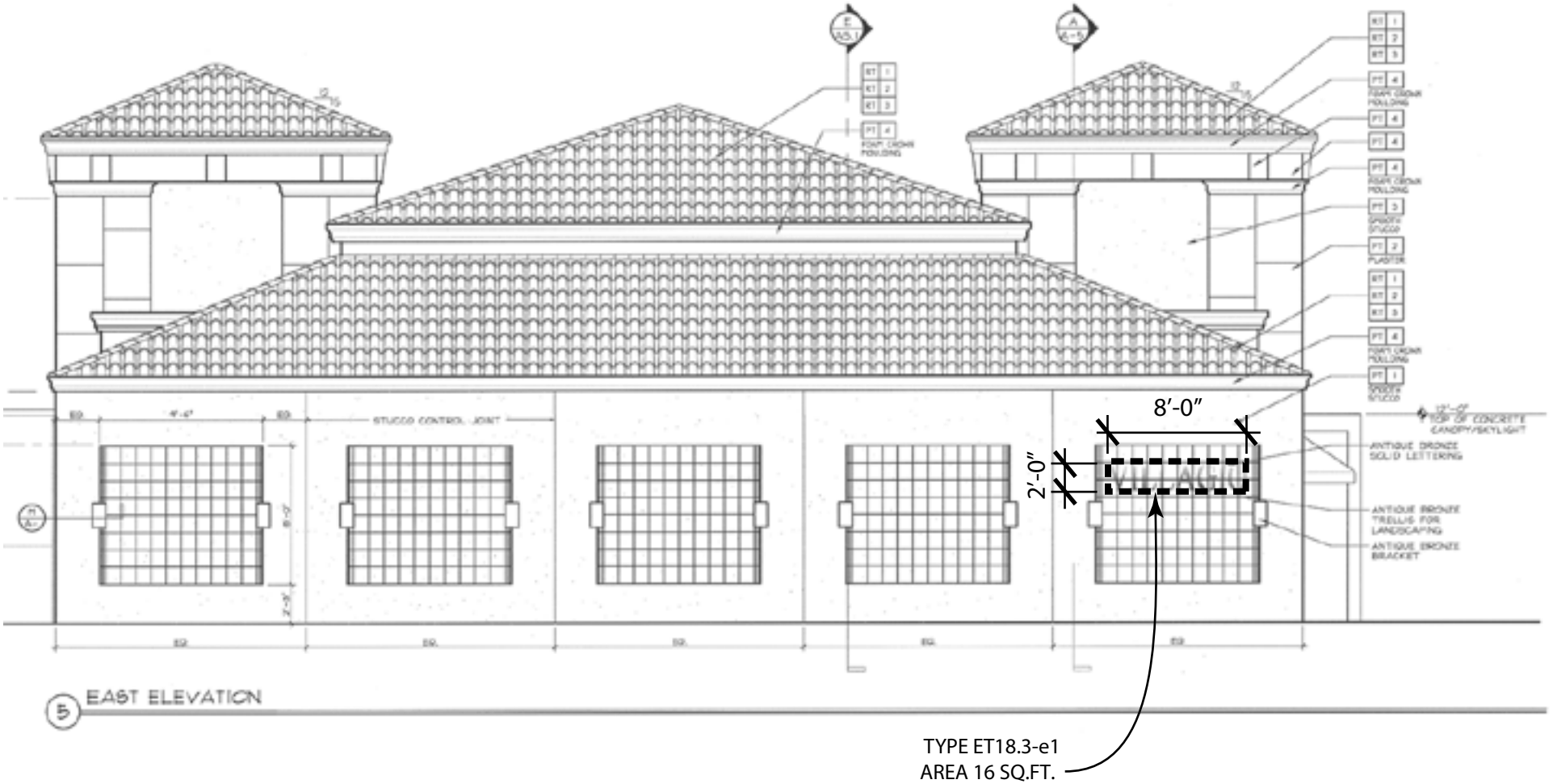
Status: Existing to Remain



Sign Type ET18

Villagio

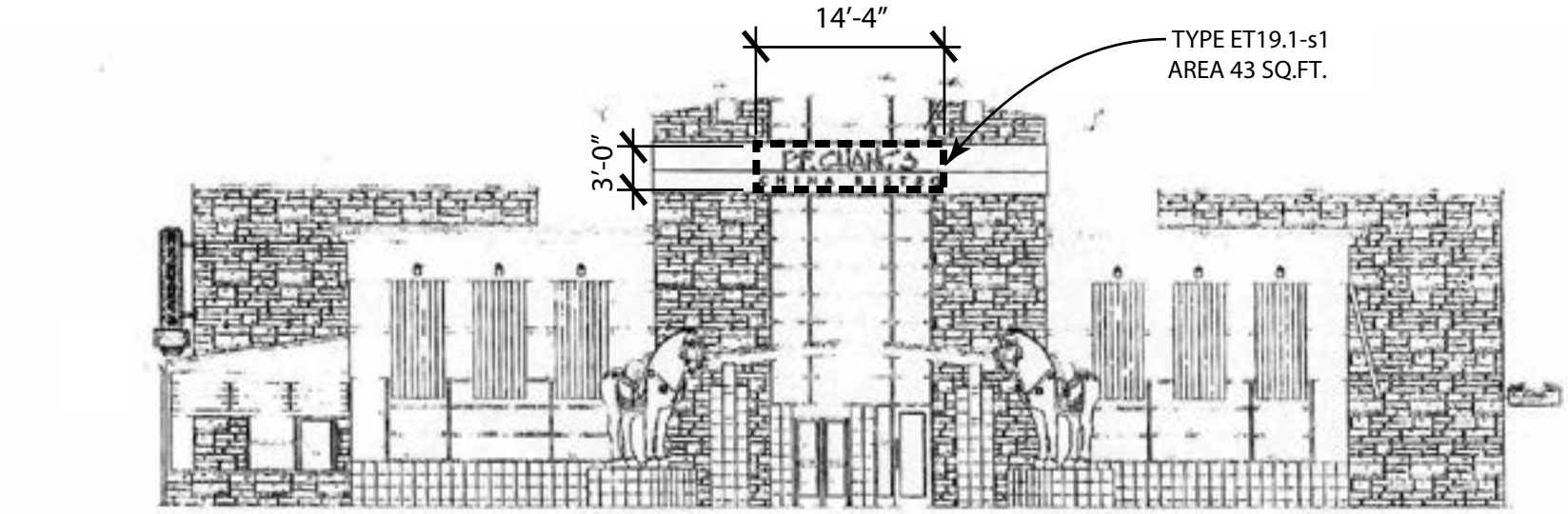
Status: Existing to Remain

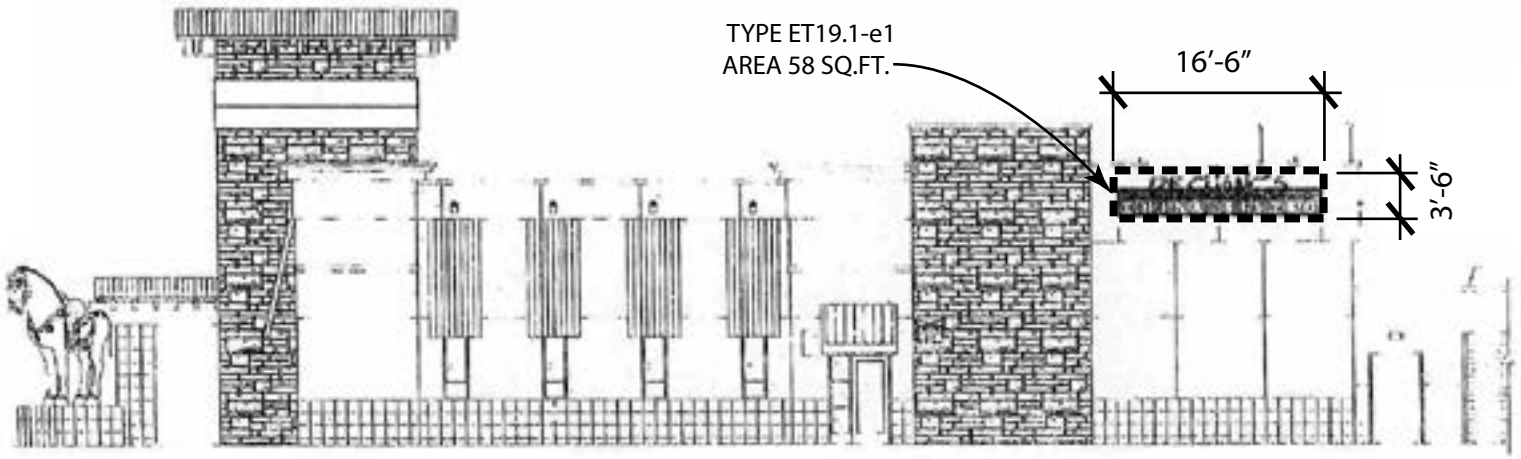


Sign Type ET19

PF Changs

Status: Existing to Remain

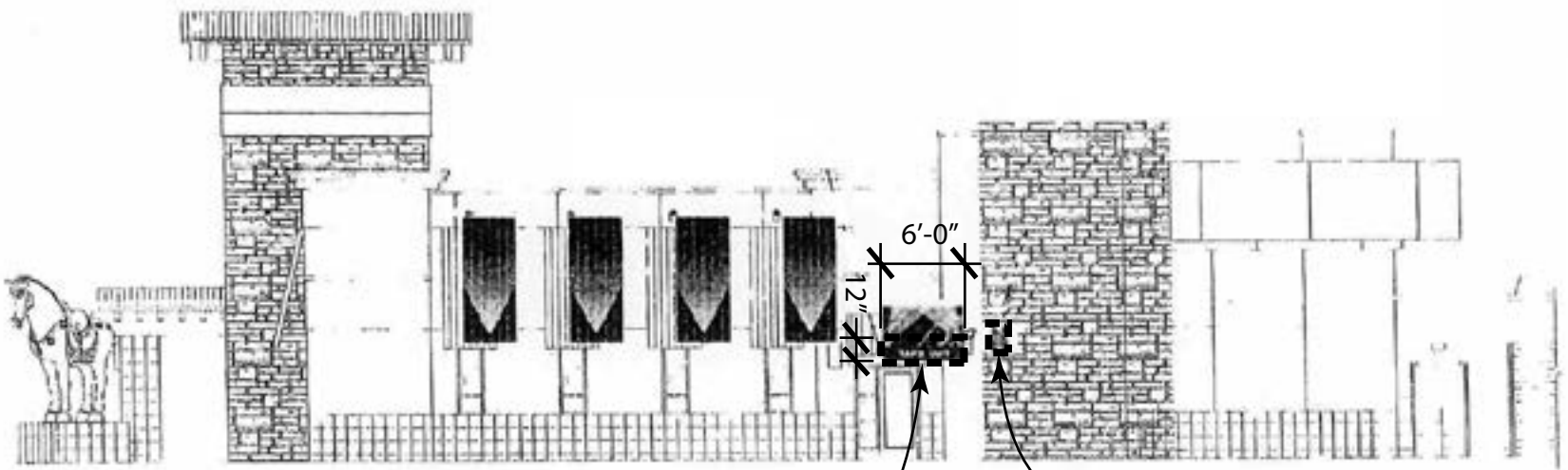




Sign Type ET19

PF Changs

Status: Existing to Remain

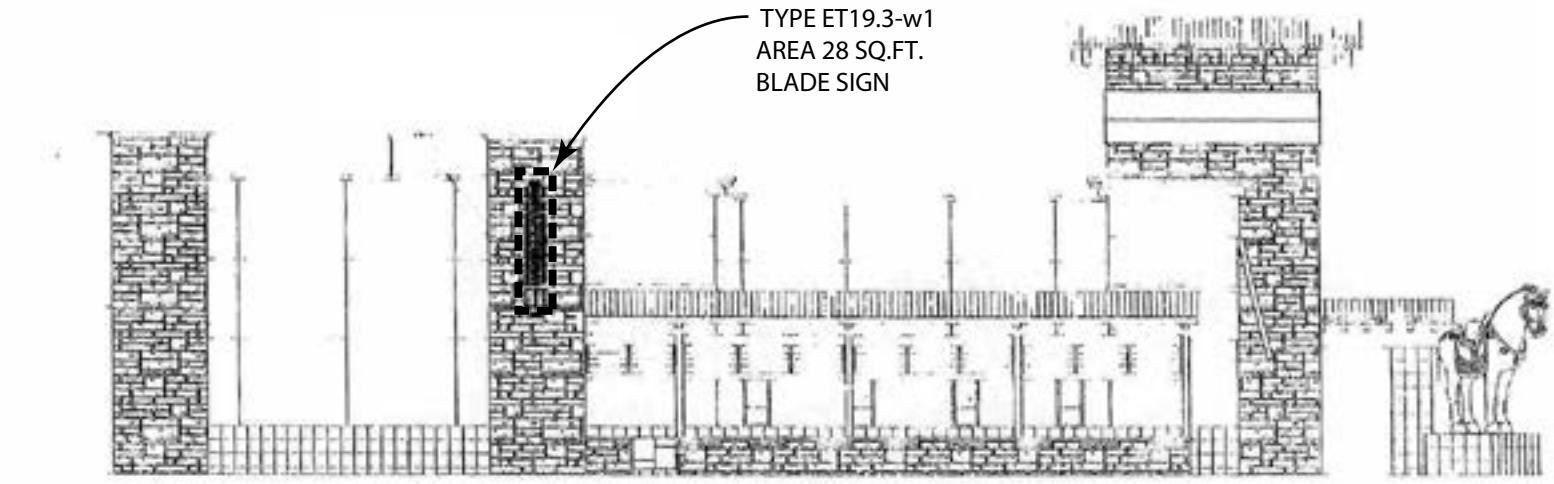


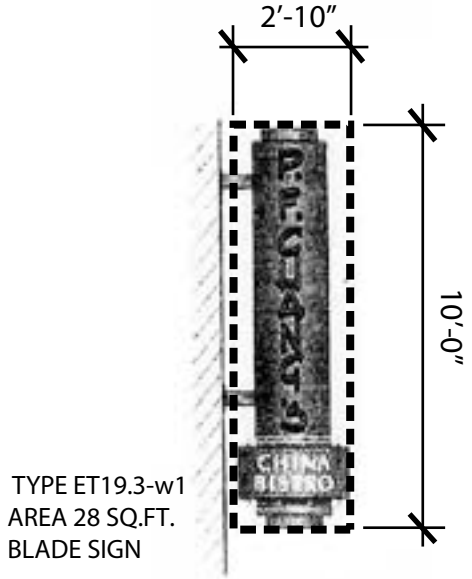
TYPE ET19.2-e3
AREA 16 SQ.FT.
BLADE SIGN

Sign Type ET19

PF Changs

Status: Existing to Remain

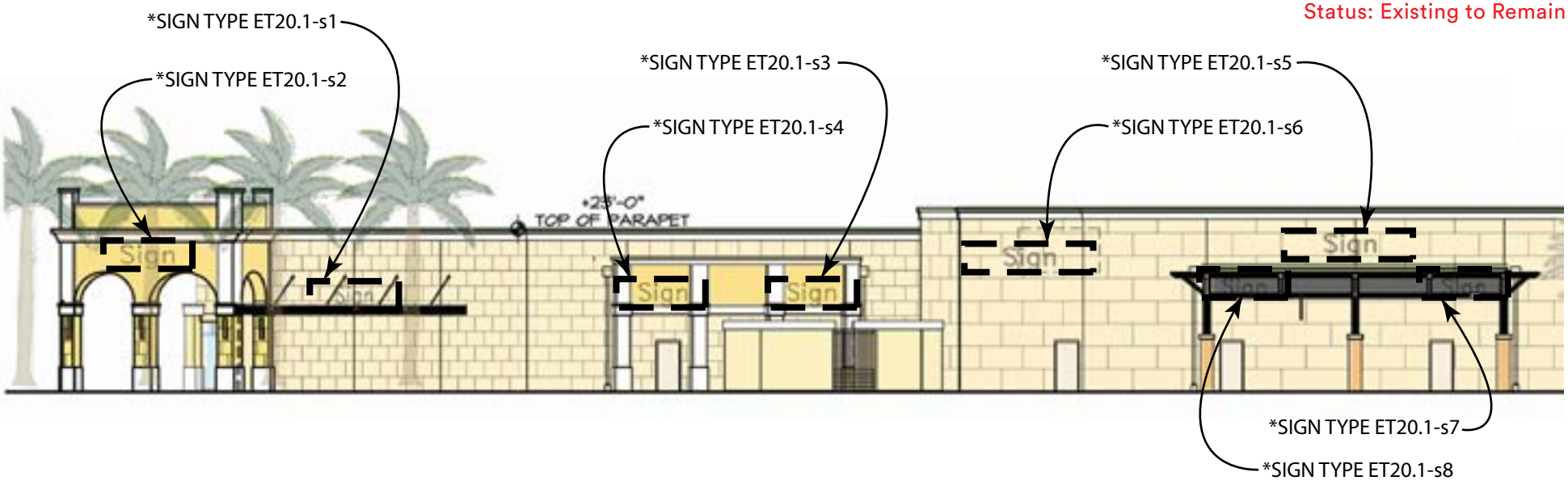


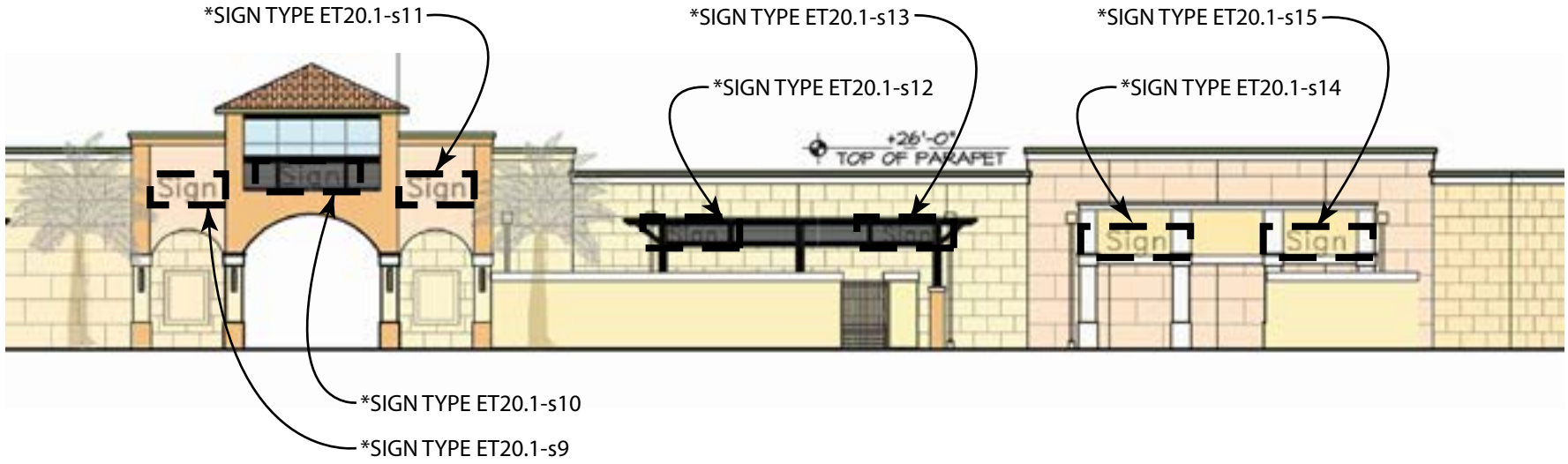


Sign Type ET20

Specialty Tenant Storefront Signs

Status: Existing to Remain



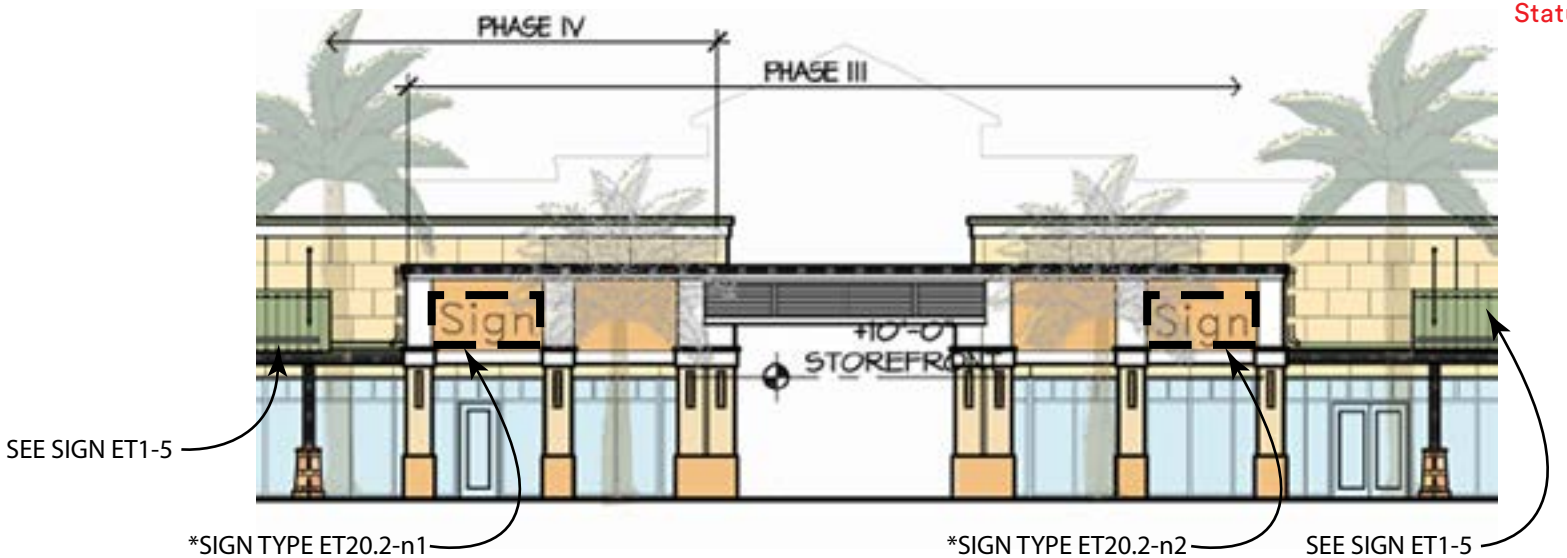


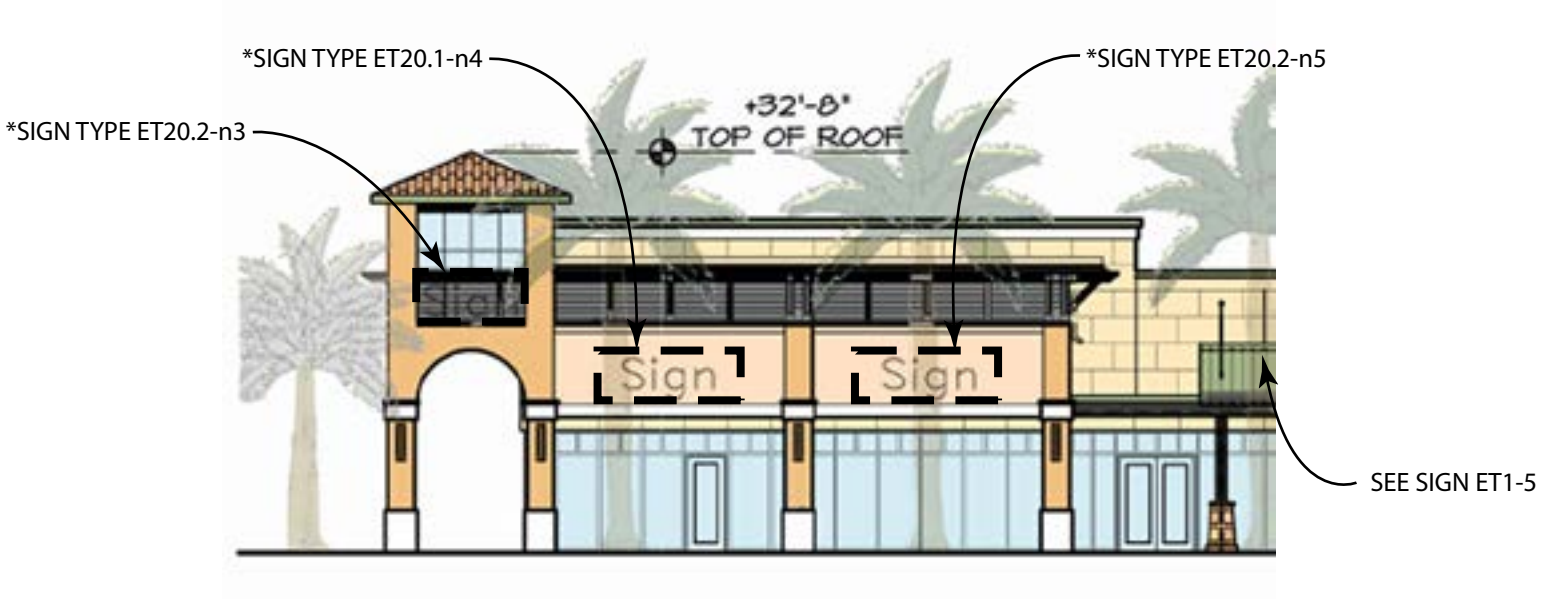
*NOTE: SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE.
THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN.

Sign Type ET20

Specialty Tenant Storefront Signs

Status: Existing to Remain



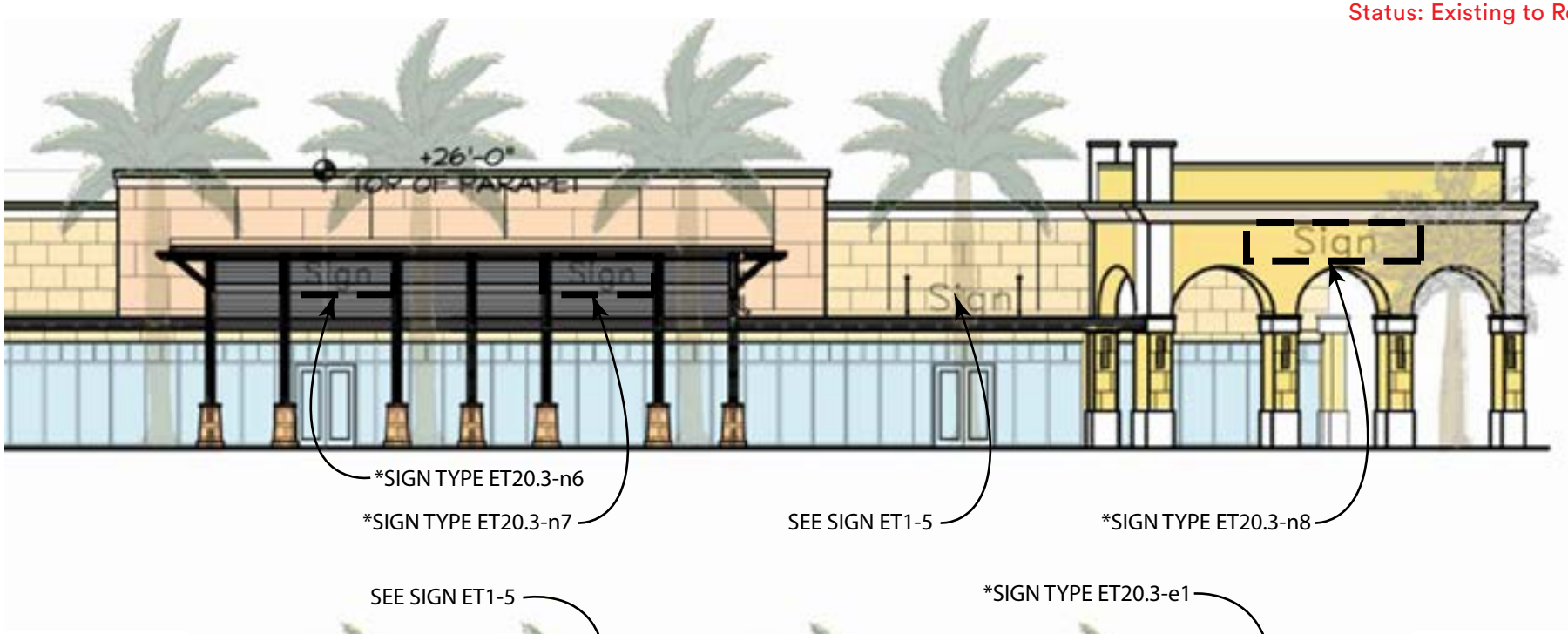


*NOTE: SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN.

Sign Type ET20

Specialty Tenant Storefront Signs

Status: Existing to Remain

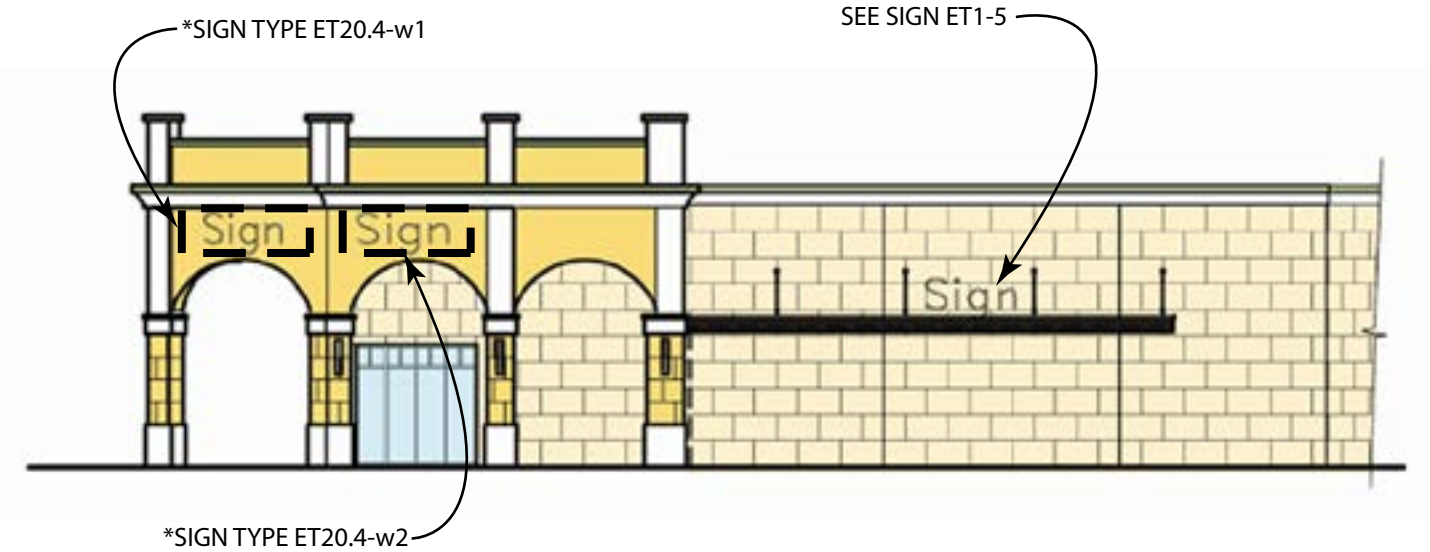


*NOTE: SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN.

Sign Type ET20

Specialty Tenant Storefront Signs

Status: Existing to Remain

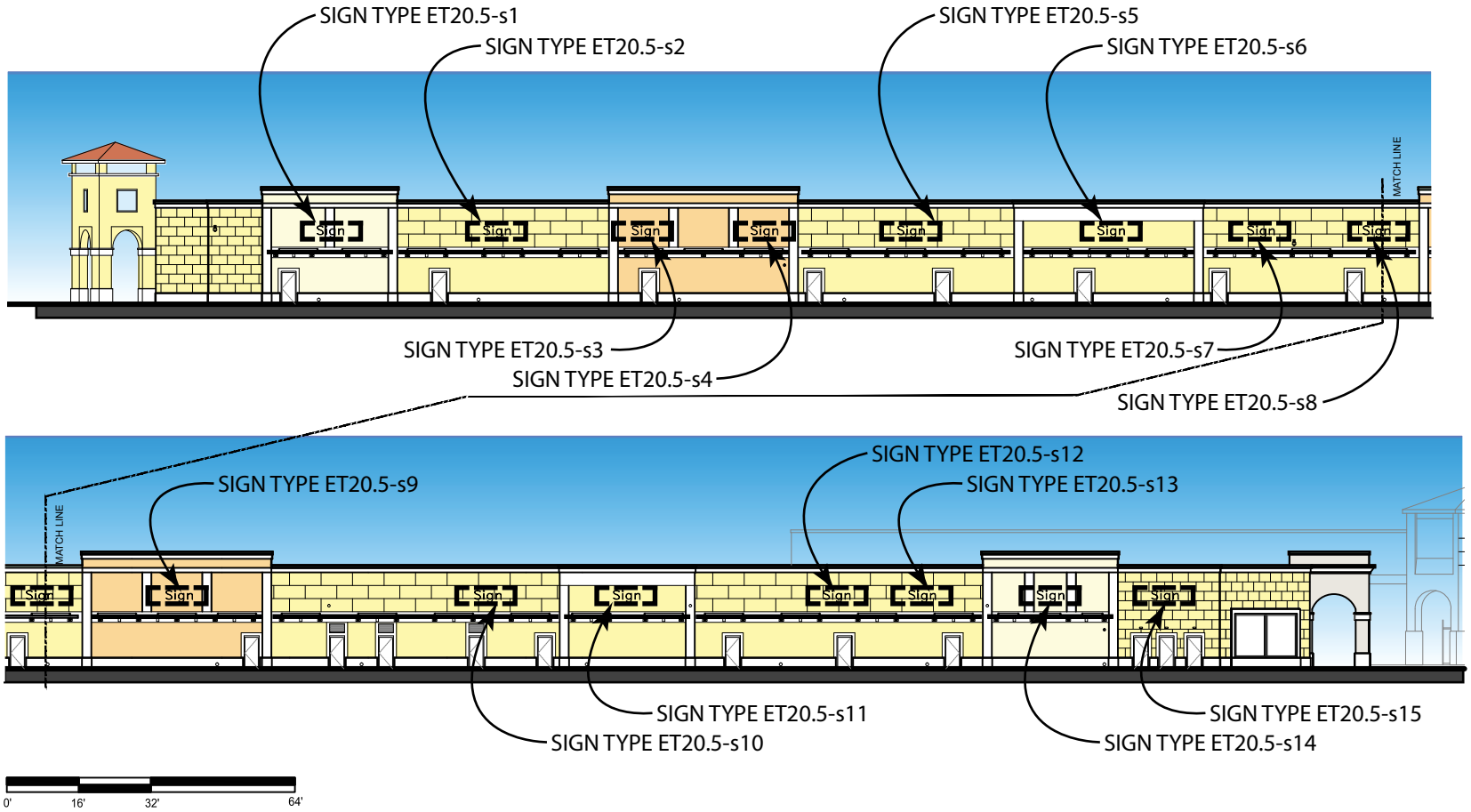


*NOTE: SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN.

Sign Type ET20

Specialty Tenant Storefront Signs

Status: Existing to Remain



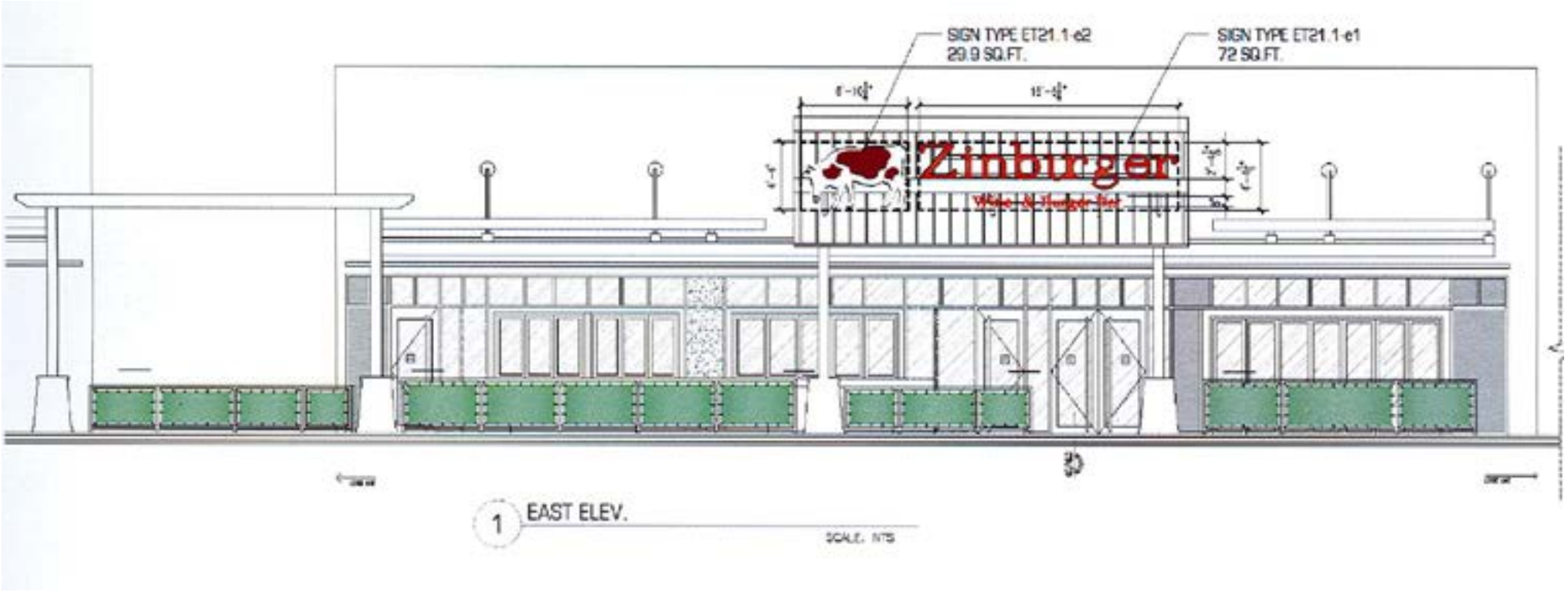
GRAPHIC SCALE

*NOTE: SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN.

Sign Type ET21

Zinburger Restaurant

Status: Existing to Remain



Sign Type ET22

Matchbox Signage

Status: Existing to Remain

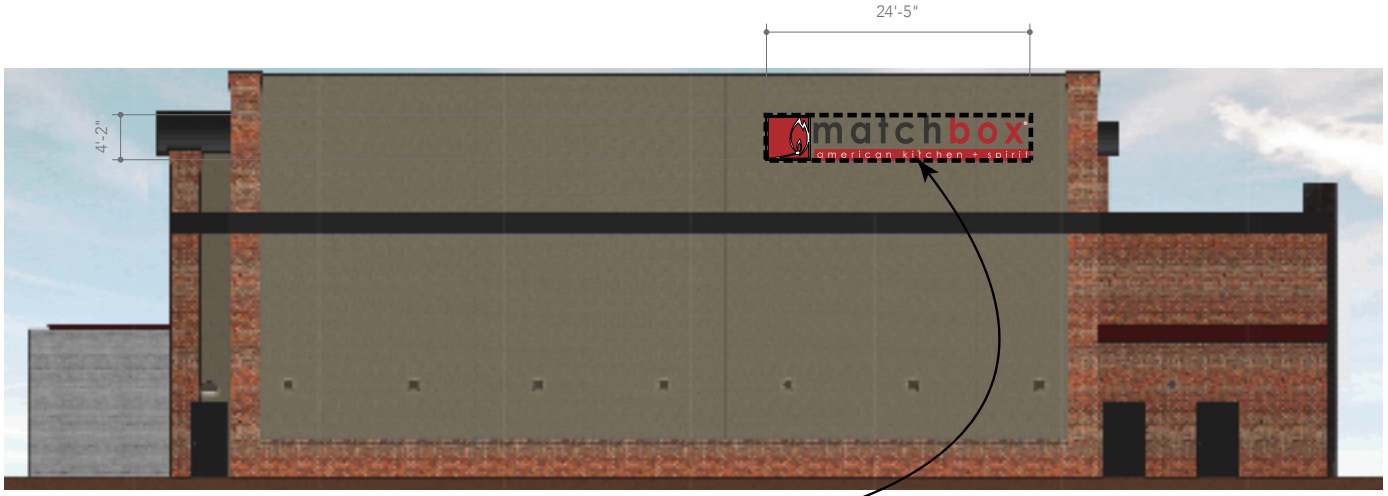
West Elevation

South Elevation

Sign Type ET22

Matchbox Signage

Status: Existing to Remain



East Elevation

SIGN TYPE ET22.6-e1
Area 102 SQ. FT.

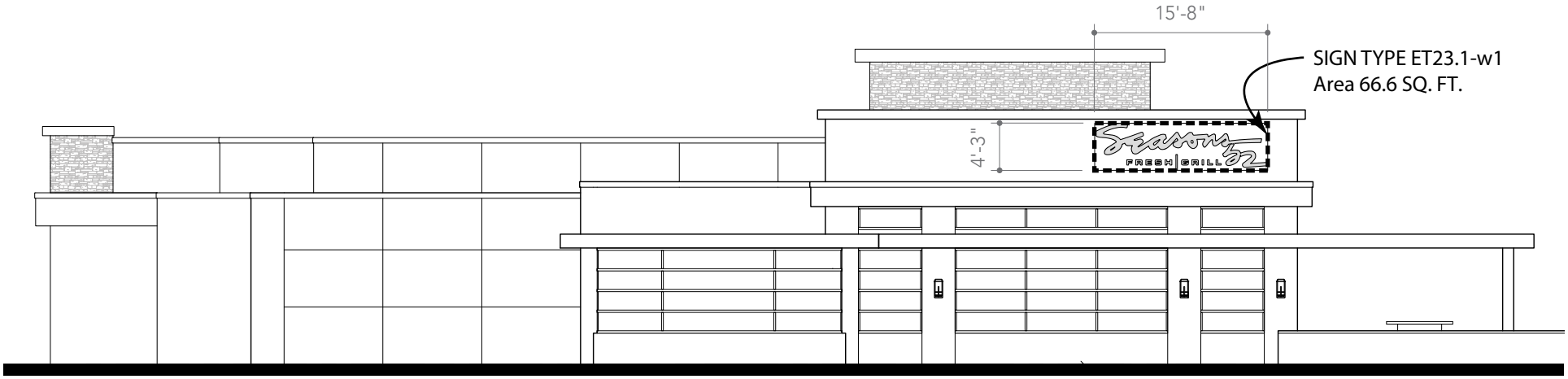
North Elevation

SIGN TYPE ET22.8-n2
Area 96.35 SQ. FT.

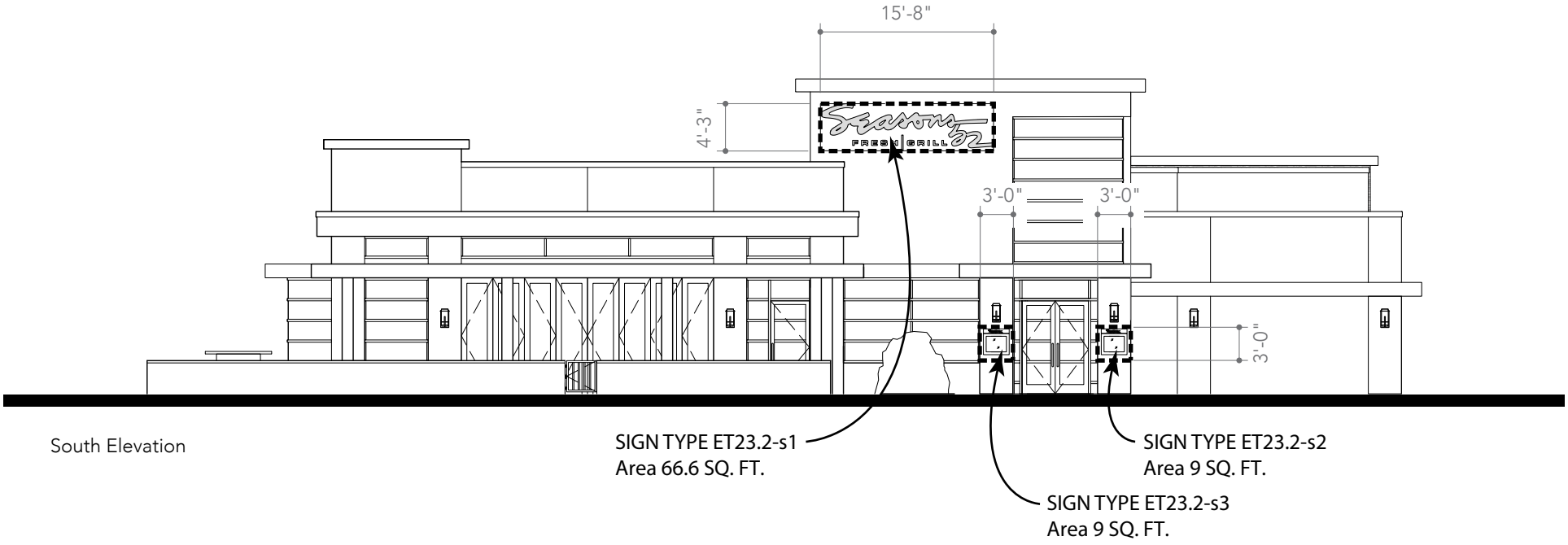
Sign Type ET23

Seasons 52 Signage

Status: Existing to Remain



West Elevation

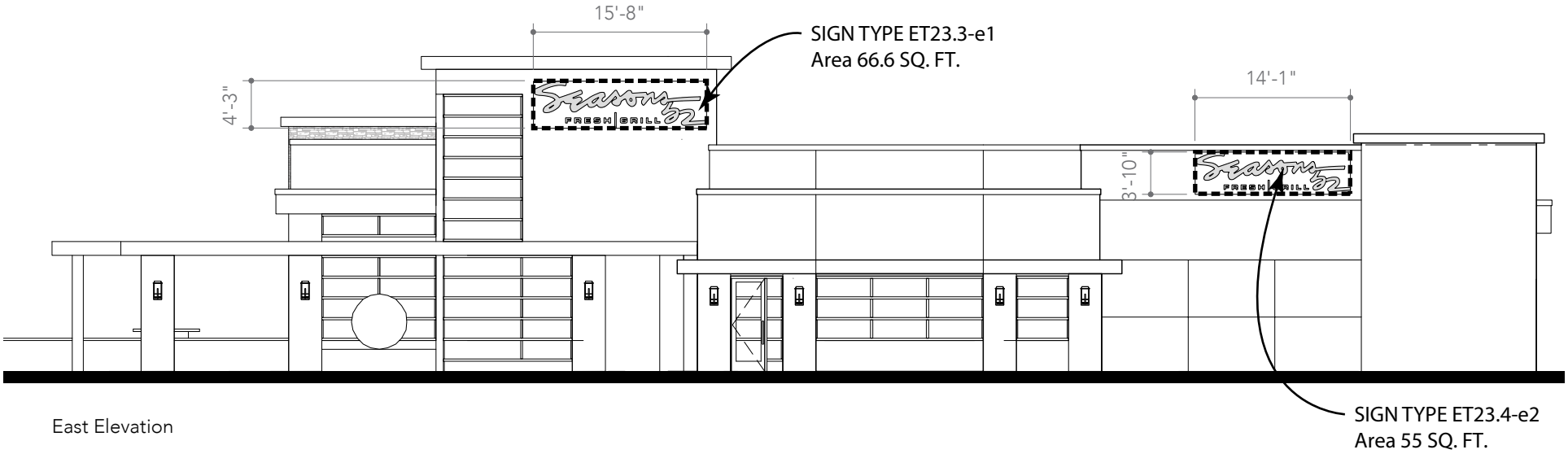


South Elevation

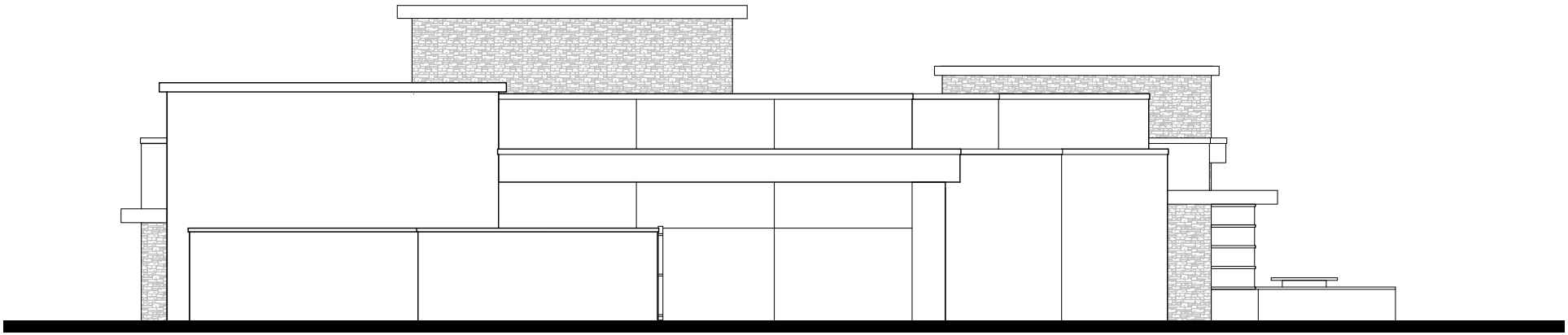
Sign Type ET23

Seasons 52 Signage

Status: Existing to Remain



East Elevation

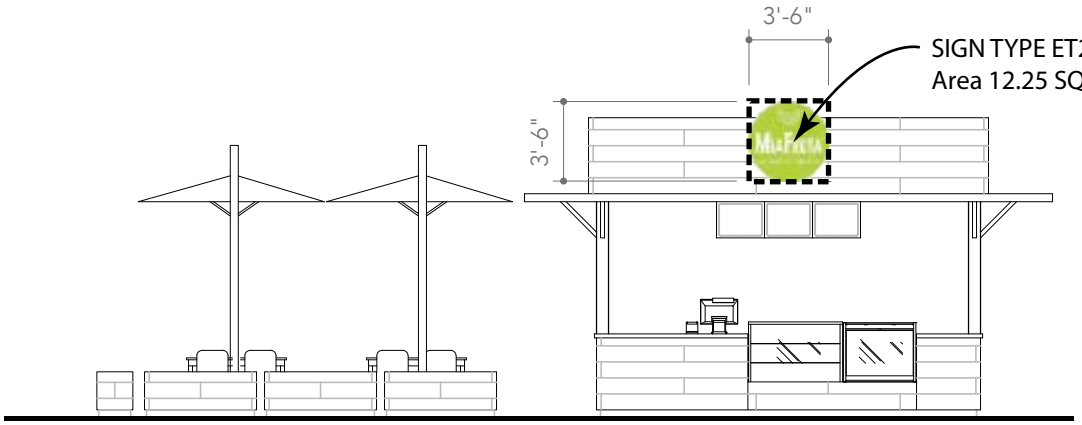


North Elevation

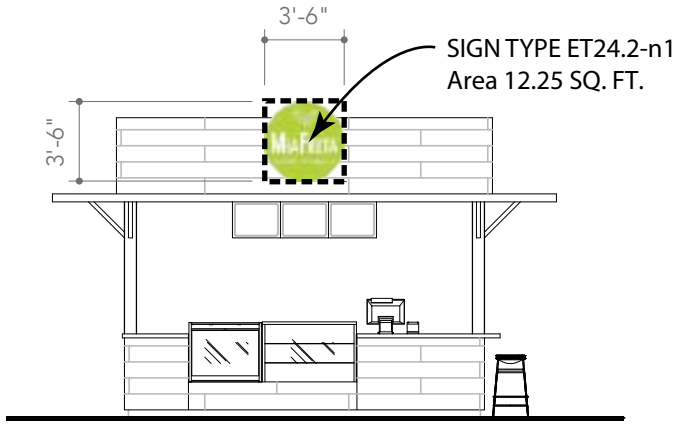
Sign Type ET24

Mia Fruta Signage

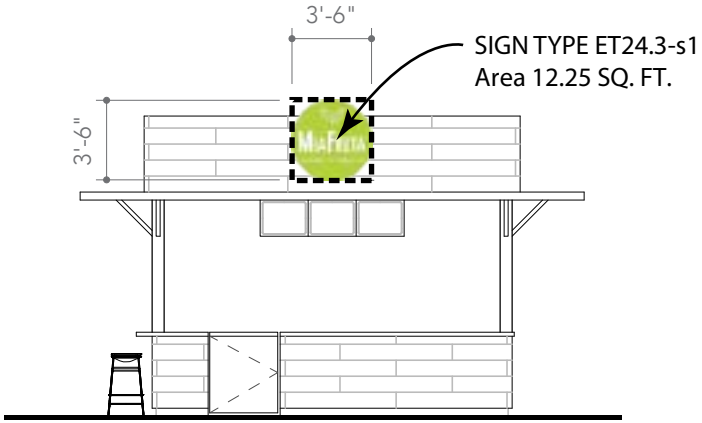
Status: Existing to Remain



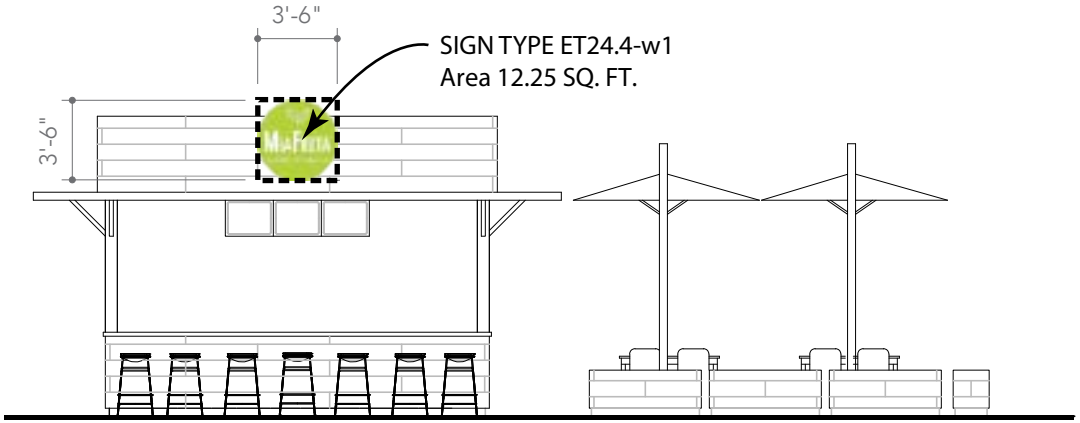
East Elevation



North Elevation



South Elevation

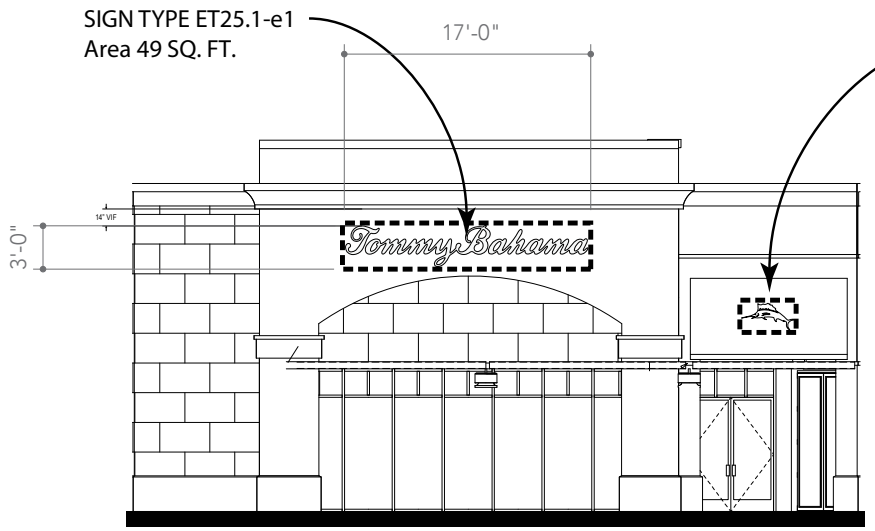


West Elevation

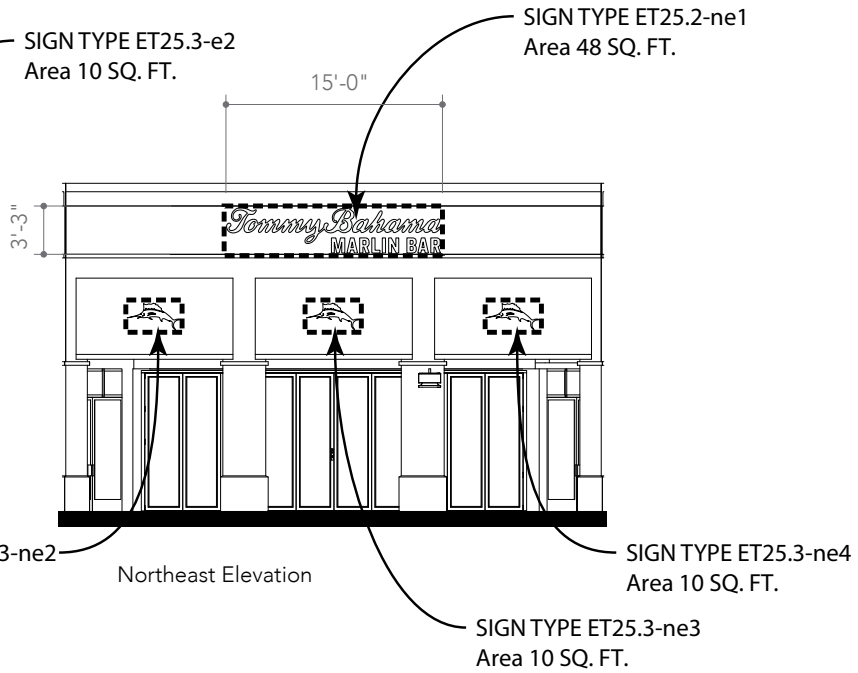
Sign Type ET25

Tommy Bahama Signage

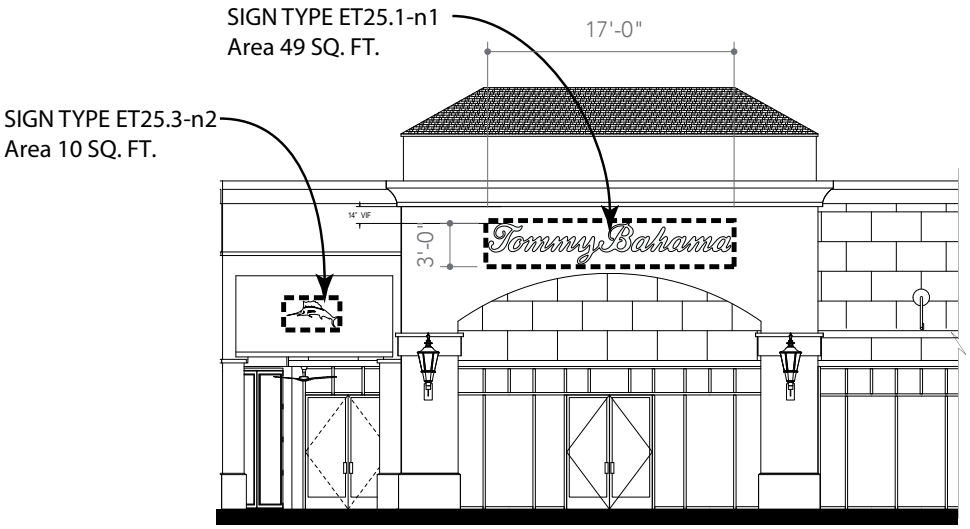
Status: New sign type and locations



East Elevation

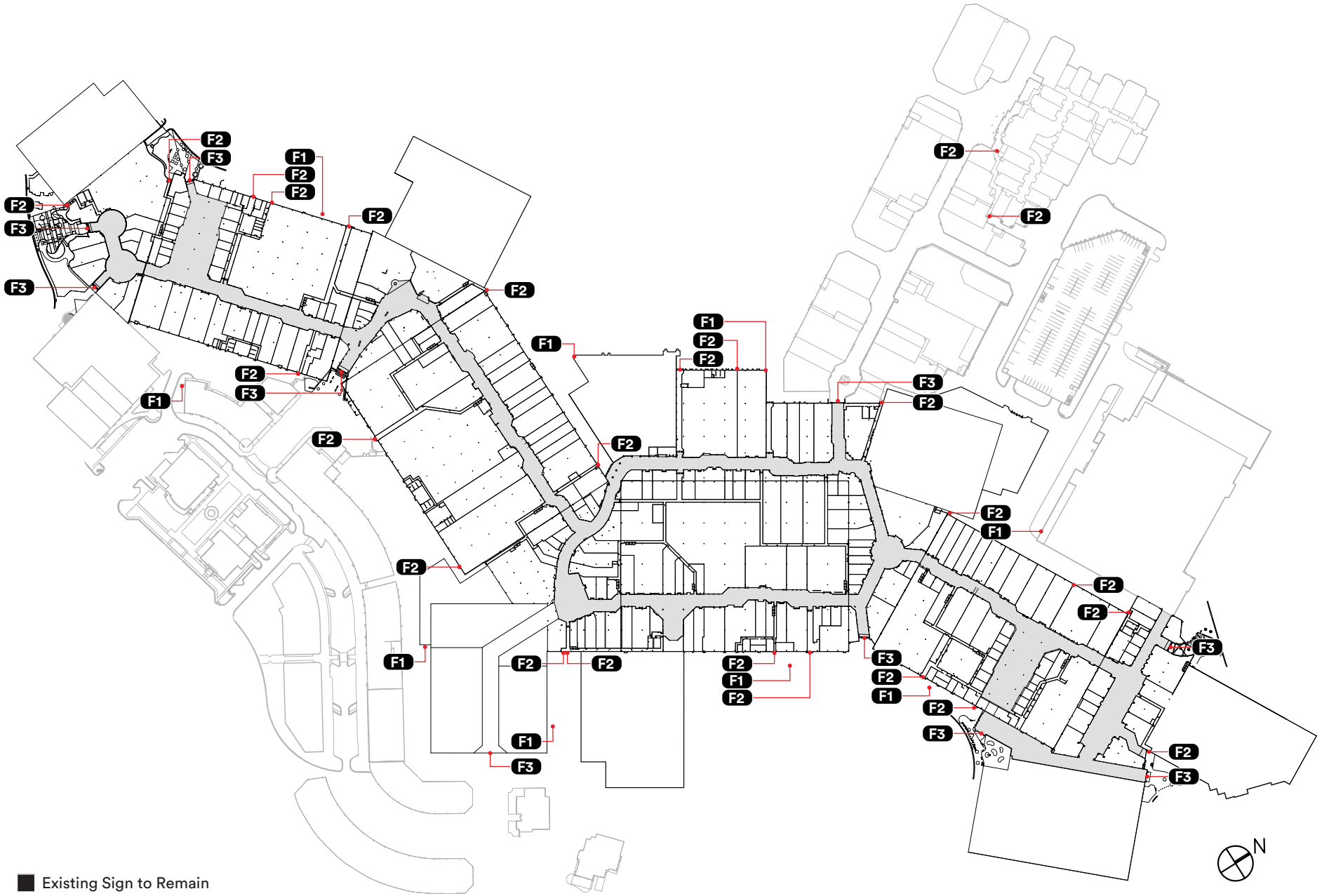


Northeast Elevation



North Elevation

Overall Site Signage Location Plan



Sign Type F1

Service Courts

Status: Existing to Remain

SINGLE SIDED SIGN

Total Area = 4 sq. ft.

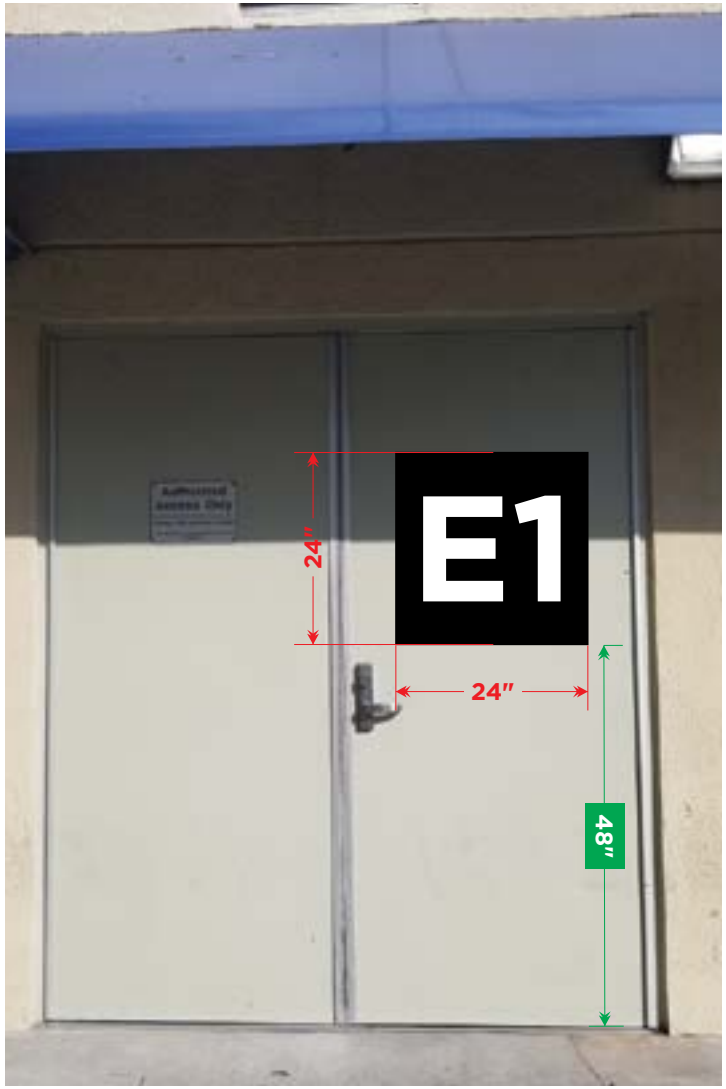
Sign Face Area = 4 sq. ft.

Copy Area = 4 sq. ft.

Sign Type F2

Exit Signs

Status: Existing to Remain



SINGLE SIDED SIGN

Total Area = 4 sq. ft.

Sign Face Area = 4 sq. ft.

Copy Area = 4 sq. ft.

Sign Type F3

Entry Number Decals

Status: Existing to Remain

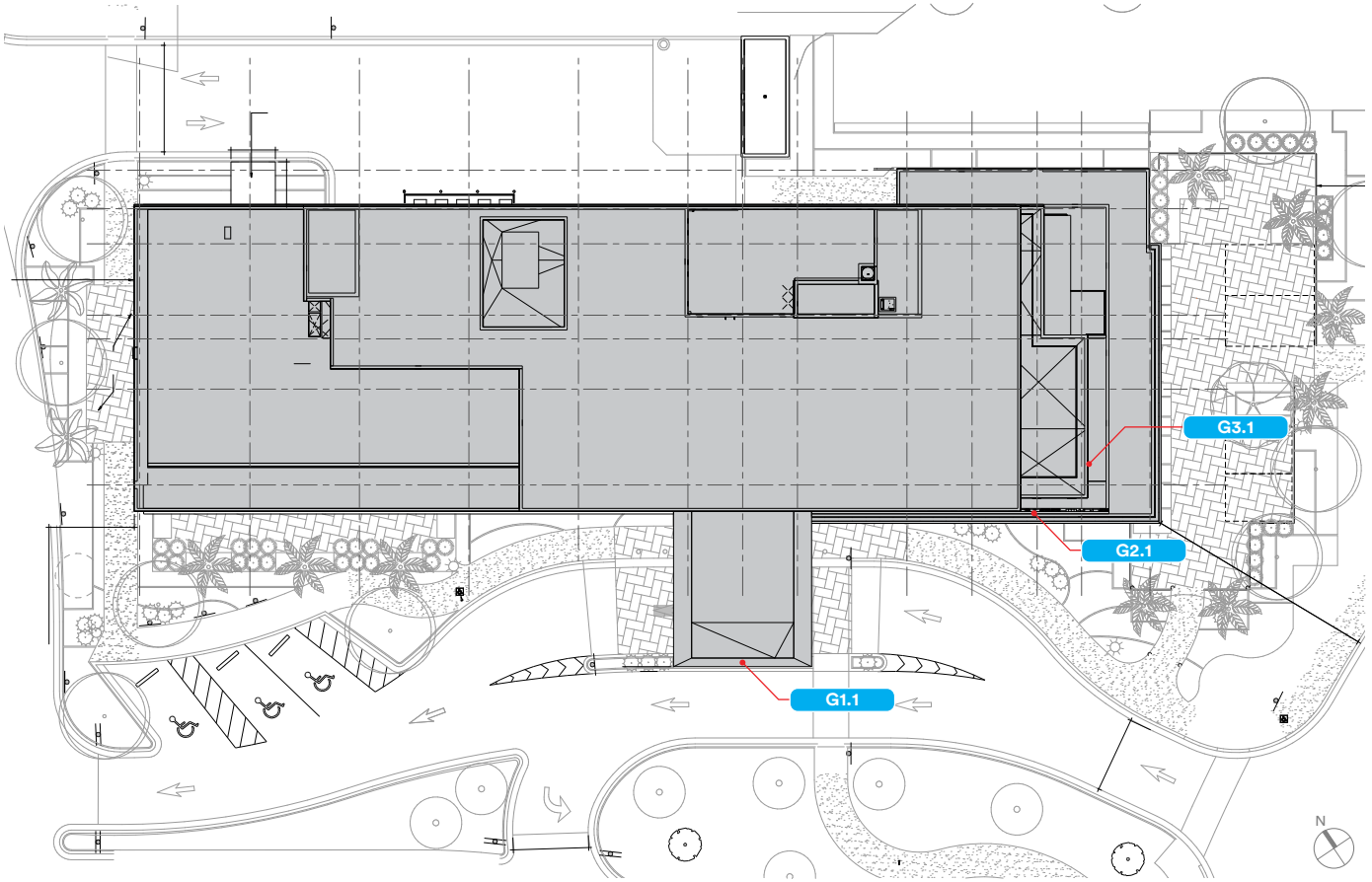
SINGLE SIDED SIGN

Total Area = 2 sq. ft.

Sign Face Area = 2 sq. ft.

Copy Area = 2 sq. ft.

Hotel Signage Location Plan

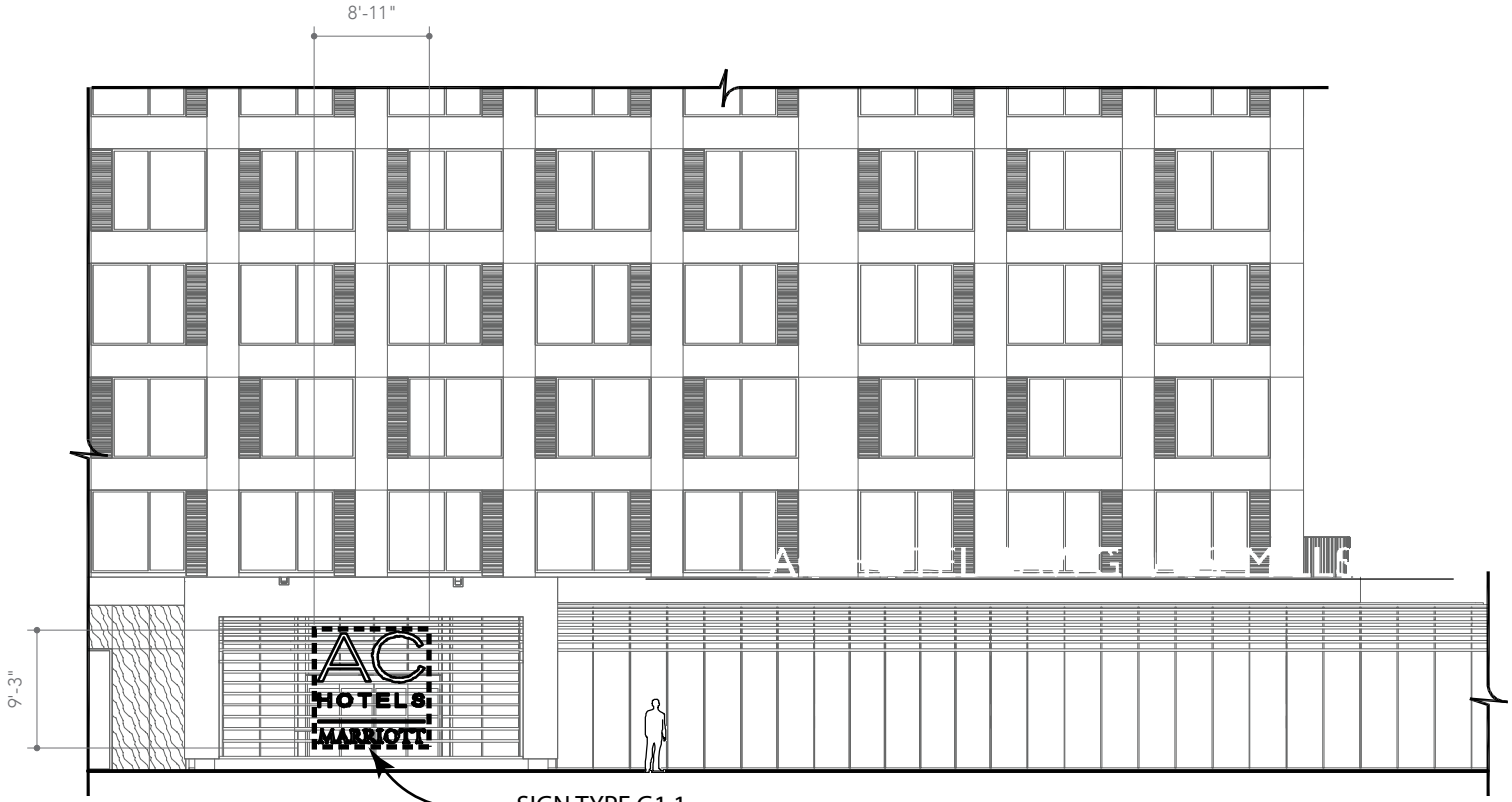


New Sign and Location

Sign Type G1

Hotel Entry Identity

Status: Existing to Remain

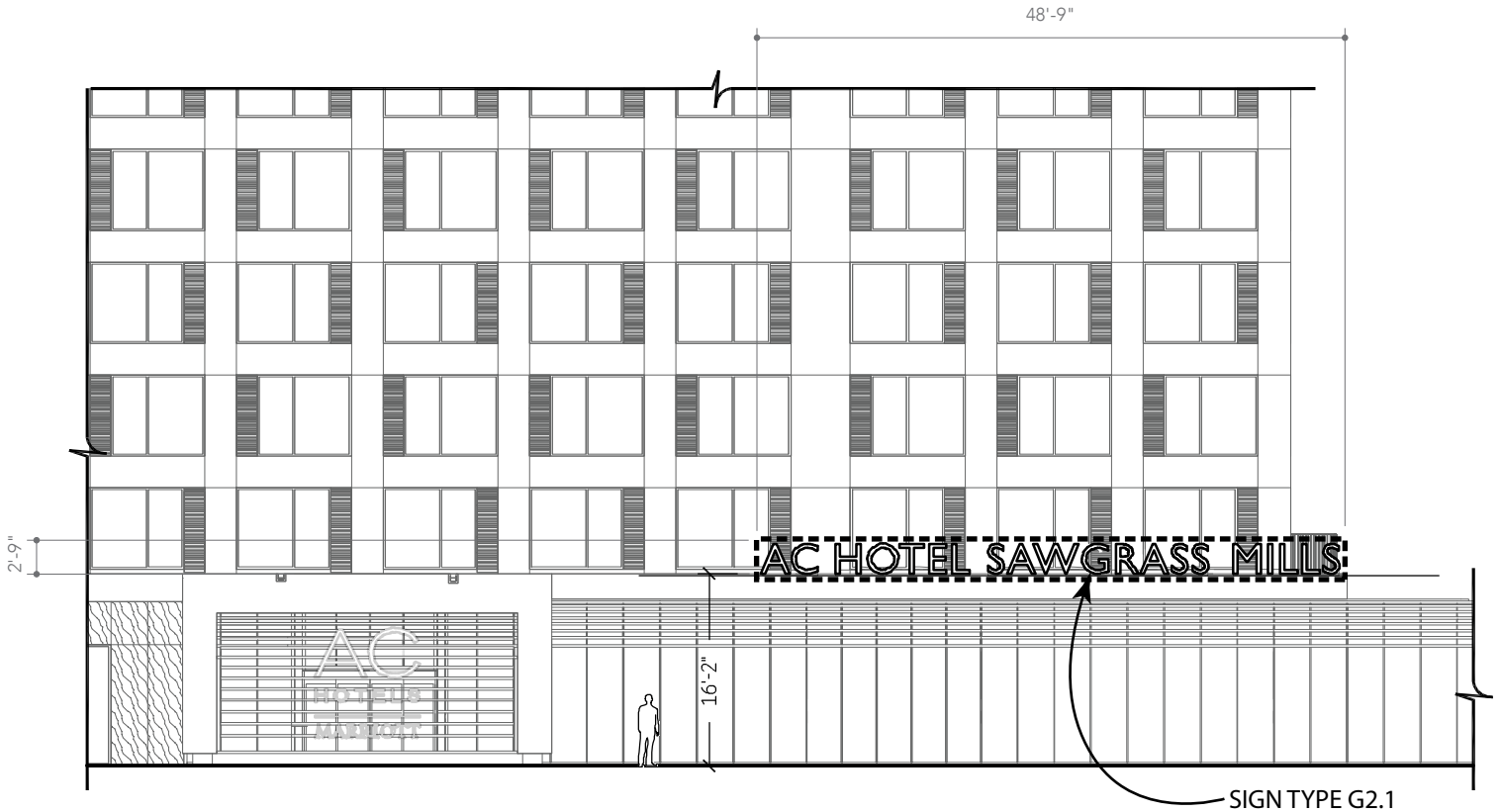


South Elevation

Sign Type G2

Hotel Canopy Identity

Status: Existing to Remain

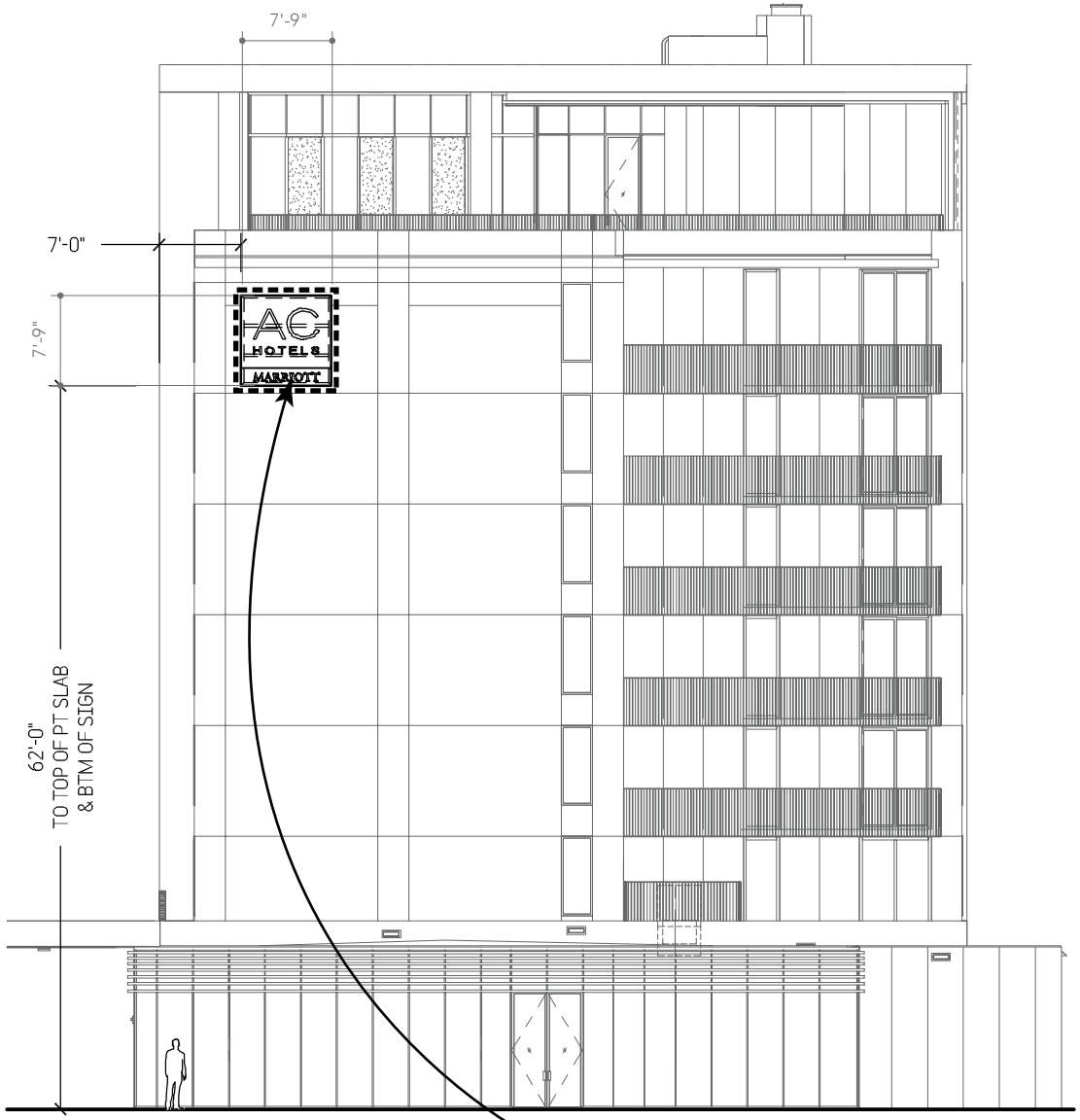


South Elevation

Sign Type G3

Hotel Wall Identity

Status: Existing to Remain



East Elevation

City of Sunrise
Community Development
MAY 13 2025
RECEIVED

SIMON℠

May 12, 2025 via email: sley@sunrisefl.gov

Shannon Ley, P.E.
Community Development Director
City of Sunrise, Community Development Department
1601 NW 136th Avenue, Building A, Suite 100
Sunrise, FL 33323

RE: Previously Submitted Sawgrass Mills Master Uniform Signage Plan (2024) – Proposed November 2024 Amendment
*****NEW TITLE: SAWGRASS MILLS MASTER UNIFORM SIGNAGE PLAN (2025) – PROPOSED MAY 2025 AMENDMENT*****

Ms. Ley:

Enclosed for your review and consideration please find a proposed amendment to the Sign Resolution for Sawgrass Mills, which was previously approved through resolution by the City Commission for the City of Sunrise, Florida ("Sawgrass Mills Master Uniform Signage Plan"). The purpose of this proposed amendment is to update said Master Uniform Signage Plan to add or modify certain tenant signage.

The proposed Master Uniform Signage Plan (now, given the passage of time since the prior submittal and comments, titled Sawgrass Mills Master Uniform Signage Plan (2025) – Proposed May 2025 Amendment) enclosed illustrates (i) existing signage at Sawgrass Mills, The Oasis at Sawgrass Mills, and The Colonnade Outlets at Sawgrass Mills, and (ii) new, revised, or replacement signage for which we are seeking your approval, namely the addition of signage for two (2) new tenants – Tommy Bahama (Sign Type ET25) and Ceviche (Sign Type DT25), and revisions to certain Primary Entry Identity Signage (Sign Type B4).

We respectfully request you recommend to the City Commission approval of (i) the proposed new or replacement signs noted herein, and (ii) the Master Uniform Signage Plan (May 2025), as attached, incorporating therein those signs approved under part (i) of this request. If you have any questions, please do not hesitate to contact me at (317) 795-9113, or email me at jgubler@simon.com.

Very Truly Yours,

\s\ Jocelyn K. Gubler
Vice President, Development

SUN-SENTINEL

Sold To:
City Of Sunrise - CU00112333
10770 W. Oakland Park Boulevard, 4th floor - City Clerk
Sunrise,FL 33351

Bill To:
City Of Sunrise - CU00112333
10770 W. Oakland Park Boulevard, 4th floor - City Clerk
Sunrise,FL 33351

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Sep 05, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: September 08, 2025.

LeAnne Rollins

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: LLawrence@sunrisefl.gov
7862545

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

September 15, 2025, at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on September 15, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C25178

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE" BY AMENDING ARTICLE V "DISTRICT REGULATIONS," SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO AUTHORIZE REQUESTS FOR REDUCED MINIMUM FLOOR AREA FOR CERTAIN AFFORDABLE HOUSING PROJECTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C25184

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25112

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING ORDINANCE NO. 715-X, AS AMENDED; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25169

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDMENT TO THE UNIFORM SIGNAGE PLAN FOR THE SAWGRASS MILLS MALL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.

gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the September 15, 2025 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.
9/5/2025 7862545

Order # - 7862545

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Amendment

Item Number: 10H **Meeting Date:** 9/15/2025

City Reference Number (C#): C25214

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending the Community Development Department "Building Division Fee Schedule" to adjust the percentage based permit fees for new construction, additions, and alterations; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25214
Exhibit A - Building Fee Schedule Study
Exhibit B - Building Division Fee Schedule

Background:

The City of Sunrise is responsible for enforcing the Florida Building Code, which is the set of regulations adopted by the state that pertain to physical structures and the health, safety, and welfare for occupants of these structures.

A Schedule of Building Permit Fees has been adopted with the intent to recover costs associated with services provided to carry out the enforcement of the Florida Building Code for the Community Development Department, Building Division. Costs associated with providing building code services include staffing cost associated with plan review, inspections, and administrative time for processing of permits along with overhead costs and capital expenditures, such as vehicles. Florida State Statute Sections 553.80 and 166.222 provide that local governments may provide a schedule of reasonable fees to carry out the local government's responsibility in enforcing the Florida Building Code.

In 2020, the City of Sunrise hired a consultant, Matrix Consulting Group, to perform a Building Fee Schedule Study to evaluate the cost of enforcing the Florida Building Code, referred to as the cost to provide Building services to the community, and compliance with State law. The study categorized the building permits into two major groups: Single Discipline Permits and New Construction, Addition, and Alteration Permits. The results of the study were adopted by City Commission on September 27, 2022 via Ordinance Number 144-22-A and resulted in the revised Building Division Fee Schedule.

Single Discipline Permits are flat fee permits that generally require the review and inspection of a single discipline such as Structural, Mechanical, Electrical, or Plumbing. Examples of Single Discipline Permits include air condition replacements, fence, roof replacement, and water heaters. Single Discipline Permits were developed to provide a flat permit fee that is based upon the full recovery of costs to process, review, and inspect each single discipline building permit.

New Construction, Addition, and Alteration Permits are multidiscipline permits and historically comprise a majority of the permits issued by the Building Division. Since these types of permits vary in complexity, these permits were evaluated utilizing an industry standard formula that calculates the permit fee as a percentage of the project's construction valuation (cost). The formula for multidiscipline permit fee utilizes a three-year average of construction valuation and the cost to provide building services and should be recalculated annually. The three-year average normalizes the construction valuation to account for outliers, which will minimize future annual adjustments (up or down) of the fees.

The adopted Building Division Fee Schedule provides an automatic annual Consumer Price Index (CPI) adjustment for *Single Discipline Permits* (referred to as Flat Fee Permits on fee schedule) and other flat fee services. The Building Fee Schedule also provides for an annual review of the *New Construction, Addition, and Alteration Permit* fee percentage in accordance with the methodology in the Building Fee Schedule Study to determine if the actual cost to provide

services has changed (up or down) by more than 0.5%.

The current fee for N*ew Construction, Additions and Alteration Permits* is 4.4% of the total cost of construction which has not been adjusted since adoption in 2022. As recommended in the 2020 Building Fee Study, a rolling three-year average was calculated to determine the Building Permit fee percentage necessary to operate without a subsidy from the General Fund. This analysis resulted in a Building Permit fee percentage of 8.98% of the total cost of construction; however, a Building Fee percentage increase for *New Construction, Addition, and Alteration Permit* fee to 5.5% is recommended to commence October 1, 2025.

For more information on this item, including any of the attachments to this item or additional backup information, please contact the Community Development staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Meghan Kaufold Phone: 954-746-3292

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING THE COMMUNITY DEVELOPMENT DEPARTMENT "BUILDING DIVISION FEE SCHEDULE" TO ADJUST THE PERCENTAGE BASED PERMIT FEES FOR NEW CONSTRUCTION, ADDITIONS, AND ALTERATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise established a Building Division Fee Schedule to recover costs associated with services provided to carry out the enforcement of the Florida Building Code via Ordinance No. 144, as amended; and

WHEREAS, Sections 553.80 and 166.222, Florida Statutes, provide that local governments may provide a schedule of reasonable fees to carry out "the local government's responsibility in enforcing the Florida Building Code"; and

WHEREAS, after conducting the Building Fee Schedule Study attached hereto as Exhibit A, the City updated the Building Division Fee Schedule on September 27, 2022 via Ordinance No. 144-22-A (2022 Building Division Fee Schedule) in order to collect allowable costs associated with enforcing the Florida Building Code pursuant to Section 553.80(7)(a), Florida Statutes; and

WHEREAS, the Building Fee Schedule Study calls for an annual evaluation of percentage based permit fees for new construction, additions, and alterations; and

WHEREAS, the 2022 Building Division Fee Schedule provided for an annual review of the permit costs for percentage based permits for new construction, additions, and alterations permits, consistent with the methodology from the Building Fee Schedule Study, to determine if service costs are appropriately recovered; and

WHEREAS, in 2022, the City evaluated the percentage based permit fees for new construction, additions, and alterations in accordance with Ordinance No. 144-22-A and did not adjust the fees for such permits in the 2023 Building Division Fee Schedule; and

WHEREAS, pursuant to the Building Fee Study's annual evaluation method, the City has conducted its annual evaluation of the percentage based permit fees for new construction, additions, and alterations to determine the fee percentage necessary to operate without a subsidy from the General Fund. Based on the evaluation, the City has

determined that an adjustment to the percentage-based fees effective October 1, 2025 is warranted; and

WHEREAS, in compliance with Section 553.80(7)(b), Florida Statutes, the City posted its building permit and inspection utilization report on the City website, and updated its building permit and inspection report before proposing adjustments to the Building Division Fee Schedule.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. An amendment to the Community Development Department "Building Division Fee Schedule" is hereby approved and adopted effective October 1, 2025. A copy of the amended Building Division Fee Schedule is attached hereto and made part of this Ordinance as Exhibit B.

Section 3. The Percentage Based Permit Fees for new construction, addition, and alteration permits referenced in Exhibit B are excluded from the annual CPI adjustment and shall be reviewed annually, consistent with the methodology in the Building Fee Schedule Study attached as Exhibit A, to determine if updates to these building permit fees are necessary. Any adjustments to the Percentage Based Permit Fees for new construction, addition, and alteration permits identified in Exhibit B may be approved by Resolution of the City Commission after an advertised public hearing.

Section 4. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 6. Effective Date. This Ordinance shall become effective October 1, 2025.

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

matrix consulting group

August 9, 2022

REVIEW OF BUILDING FEE SCHEDULE STUDY

The City of Sunrise (City) contracted with the Matrix Consulting Group to conduct a Building Fee Schedule Study to evaluate the full cost of providing Building services to the community and comply with State law. As permitted by Florida Statutes §166.222, a municipality is authorized to "provide a schedule of reasonable inspection fees to defer the costs of inspection and enforcement of the provisions of its Building Code."

The City of Sunrise's current Building Fee Schedule methodology is based upon a fee study that was established in 1994. Although there have been several incremental changes to the Building Fee Schedule over the last few decades, a full study is necessary to establish a baseline for costs and services, as well as provide the City the ability to monitor and update fees in accordance with State law. The intent of this Building Fee Schedule Study is to determine if an adjustment is necessary to the Building Division - Building Fee Schedule so that the service fees collected sustain the operating costs for the building services provided. The building services analyzed through this study include those services necessary to carry out the enforcement of the Florida Building Code.

The Matrix Consulting Group worked with City staff to analyze the cost-of-service relationships that exist between the service fees for Building plan review and inspection activities, including the processing of permits related to Residential and Commercial New Construction, Residential and Commercial Alterations, Residential and Commercial Additions, and work associated with single discipline permits in the structural, electrical, plumbing, and mechanical disciplines. The following subsections outline the purpose and benefits of conducting a Building Fee Schedule Study, the legal framework surrounding studies of this nature, a fiscal analysis of the Building Division, review of the current fee schedule and its application, outline of methodologies used to develop new Building service fees, and options for establishing annual fee updates.

1 Purpose and Benefits of a Building Fee Schedule Study

The primary purpose of a Building Fee Schedule study is to outline fee-based services, determine the full cost associated with providing those services, and review compliance

with current State regulations. Key benefits resulting from this Building Fee Schedule Study are:

- **Streamlined Fee Structures:** Development of Building fee structures / schedules that reflect how services are provided in an implementable and user-friendly format.

- **Cost Documentation:** Detailed documentation regarding the direct and indirect costs associated with Building fee-based services and comparison of the respective fees to carry out those services.

- **Legal Compliance:** Ensures that all fees charged by the Building Division of the Community Development Department comply state laws and regulations.

- **Best Practices:** Provides a basis for setting fees, including developing formal policies regarding cost recovery, and annual fee adjustments.

- **Annual Review:** Establishes the methodology to annually review the service fees against the operating budget for Building services.

The results of this study provide decision makers with an understanding of current charges, total costs, and surpluses or deficits associated with Building services provided to the community.

2 Legal Framework

Florida Statutes §553.80 provides most of the State law for fee schedules associated with Building services. The bullets below summarize highlights of the state law:

- When providing a schedule of reasonable fees, the total estimated annual revenue derived from fees, and the fines and investment earnings related to the fees, may not exceed the total estimated annual costs of allowable activities. Any unexpended balances shall be carried forward to future years for allowable activities or shall be refunded at the discretion of the local government. A local government may not carry forward an amount exceeding the average of its operating budget[1] for enforcing the Florida Building Code for the previous four (4) fiscal years.

[1] For purposes of this subsection, the term "operating budget" does not include reserve amounts. Any amount exceeding this limit must be used as authorized in subparagraph 2.

- The basis for a fee structure for allowable activities shall relate to the level of service provided by the local government and shall include consideration for refunding fees due to reduced services based on services provided as prescribed by §553.791, but not provided by the local government.

- Fees associated with "enforcing the Florida Building Code" are defined by statute and include direct costs and reasonable indirect costs associated with review of building plans, building inspections, reinspections, and building permit processing; and building code enforcement. The phrase also includes training costs associated with enforcement of the Florida Building Code and unlicensed contractor activity to the extent not funded by other user fees.

It is commonly accepted that Building fees are established at a level that will recover up to, and not more than, the reasonable cost of providing Building services.

3 Fiscal Analysis

As noted in the previous section, Florida Statutes §553.80(7)(a) provides that a local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous four (4) years. In order to ensure that Building service fees for Sunrise comply with this statute, the previous four (4) fiscal years operating budget and service fees collected were analyzed.

	FY18	FY19	FY20	FY21
Operating Budget	$6,843,266	$6,945,116	$7,155,312	$7,327,122
Service Fees	$5,981,496	$6,832,348	$6,364,183	$5,209,797
Revenue Excess or (Deficiency)	**($861,770)**	**($112,768)**	**($791,129)**	**($2,117,325)**

The Community Development Department - Building Division is the entity that enforces the Florida Building Code and provides the associated services. Over the previous four (4) fiscal years the service fees collected by the Building Division have not offset the operating costs associated with enforcing the Florida Building Code. The annual deficiency has ranged from a low of $112,768 in FY19, to a high of $2,117,325 million in FY21. Over the previous four (4) years the Building Division has operated at an average deficit of approximately $1 million.

4 Review of Current Building Fee Schedule

The City's current Building Fee Schedule assesses fees as either a fee based on a project's valuation (known as cost of construction) or a flat fee. Historically most of the

permits issued by the Building Division are related to new construction, alteration, or addition projects, which are assessed based on project valuation.

For permits that are assessed based on project valuation, a separate fee is calculated for structural, electrical, plumbing, and mechanical disciplines. However, rather than the fees being based on the value of the applicable work being done for each discipline, all fees are calculated based on the total project valuation. This methodology is not easy for the customer to understand, and often causes confusion on how service fees are calculated.

Services provided for work not classified as new construction, alteration, or addition are typically less involved and assessed as a flat fee. Along with assessing fees for services relating to enforcing the Florida Building Code, the City charges a Technology Fee (5% of permit fee), and a Certification Maintenance Fee ($0.15 per $1,000 of project valuation). These fees are meant to offset costs associated with technological equipment necessary to perform Building service functions, and ensure staff are educated about the latest Florida Building codes and regulations. Finally, the City also collects surcharges as required by the State, and the Broward County Board of Rules and Appeals. These funds are collected by the City, and then remitted to the appropriate entity monthly or quarterly.

The Building Division's current process is to assess service fees at the time of permit issuance once all permit plan reviews are processed and approved. A review of the permit submittals in FY21 showed over 500 permit plans were submitted and reviewed, however, the applicant never completed the permit process, or a final permit was not issued. Therefore, the Building Division provided services for which fees were never assessed or collected. The City should consider revising its fee assessment process to collect fees at application submittal, in order to ensure payment for services provided. This process could include collecting all fees at application submittal, or a specified percentage (e.g., 50%) of fees at application, with the balance due at permit issuance.

5 Single Discipline Fee Methodology

The Building Division issues Single Discipline permits and assesses flat fees for services that generally require review and inspection by a single discipline (Structural, Electrical, Plumbing, and Mechanical). These permits include work such as deck, fence, or re-roofs, as well as AC changeouts, water heaters, and walk-in coolers. In order to determine the full cost associated with processing, reviewing, inspecting, and issuing these permits, the following steps were taken:

1 **Calculated Fully Burdened Hourly Rates:** Based on current budget and staffing information, fully burdened hourly rates were developed for Building Division staff:

- **Direct Costs:** This component accounts for salary and benefits associated with each position.

- **Indirect Costs - Division:** This component accounts for administrative and management support provided to line level staff, as well as operational services and supplies which are used in the execution of job duties.

- **Indirect Costs - Citywide:** This component accounts for citywide support such as Finance, Human Resources, and Fleet support provided by other City departments.

Once the cost components are identified, appropriate productive hourly calculations are determined to ensure that the fully burdened hourly rate reflects actual staff time available to provide permit services.

2 **Developed Time Estimates:** Data was collected over a 6-week period, with outliers excluded, and averaged to determine time estimates associated with processing, plan review, and inspection services for each Single Discipline permit type.

- Estimates were made regarding the number of review cycles and time to review, as well as average number of inspections, and time per inspection.

- Estimates were developed based on averages, excluding extremely difficult or abnormally simple projects.

Time estimate assumptions were reviewed for “reasonableness” and alignment with industry standard timeframes.

The full cost calculation process looks at the fully burdened rate for each position multiplied by the average amount of time spent on processing, reviewing, inspecting, and issuing single discipline permits. This method ensures that costs and processing times are specific to the City, and that resulting costs reflect those of the City to provide permit services. These resulting costs are reflected in the proposed single discipline fees attached in Exhibit A.

6 New Construction, Alterations and Additions Fee Methodology

Nearly two-thirds of the Building Division’s services relate to the plan review, inspection, and approval of residential and commercial permits related to new construction,

alterations, and additions. Due to the varied complexity of these projects, permit fees are calculated based on the project's valuation. In order to determine the full cost associated with processing, reviewing, inspecting, and issuing construction-based permits, the formula specified by the International Code Council (ICC) for determining a Permit Fee Multiplier is being utilized to determine the new permit fee rate and simplify the fees for the customer.

The ICC is a leading global source of model codes and standards relating to building safety through its codes, standards, and solutions, which are used to ensure safe, affordable, and sustainable buildings. The ICC has developed a methodology for calculating construction fees based on total construction project valuation and building service costs. This methodology was used for the new construction, alteration and addition projects. The following steps outline this methodology, and how it was utilized:

1. **Determine Total Building Valuation:** The total project valuation for all building permits within the City over the last three (3) fiscal years[2] was reviewed. FY19 had total project valuation of around $236 million, while FY20 and FY21 had total project valuations of around $109 million and $187 million. Due to the large swings in project valuation from year to year, it was determined that the three-year average of $177 million should be used.

2. **Estimate Proportion of Construction and Single Discipline Valuation:** The valuation data collected by the City accounts for both new construction, alteration, and addition projects and single discipline projects. In FY19, FY20, and FY21 Single Discipline projects had total valuations of $25 million, $42 million, and $72 million, resulting in a $46.6 million average. Over that same time period, Construction projects has total valuations of $210.5 million, $66.4 million, and $114.7 million, or a three (3) year average of $130.55. Based on project valuation, new construction, alteration, and addition projects accounted for 74% of total valuation, while single discipline projects accounted for 26%.

3. **Estimate Proportion of Construction Cost:** The City's Building Division budget for FY22 is approximately $7.8 million. Based on the project valuation calculation above, this would mean that 74% or $5.7 million of Building Division costs are related to new construction, alteration, and addition projects.

[2] FY 18/19, 19/20, and 20/21.

4. **Calculate Construction Fee:** The following details the Construction Fee Calculation for new construction, alteration, and addition projects (Construction Services).

$$\frac{\text{FY22 Budget for Construction Services Only } \$5{,}746{,}565}{\text{Total 3yr Average Construction Valuation } \$130{,}558{,}028} = \mathbf{4.40\%}$$

The estimated annual Construction Services costs ($5.7 million) are 4.40% of the total Construction project valuation ($131 million), resulting in a Construction fee of 4.40%.

In order for the City to fully recover its costs related to processing, plan review, inspection, and issuance of new construction, alteration, and addition permits it would need to apply a fee of **4.40%** to the total project value of any such project. This percentage is inclusive of all disciplines: structural, electrical, plumbing, and mechanical.

The use of a singular percentage to determine all new construction, alteration, and addition service fees allows for fee variation based on a project's total valuation. As construction projects are valued differently based on type (e.g., residential, commercial, etc.), the project valuation will vary based on the size and complexity of the project. The more complex the project, the higher the value of the project, therefore resulting in a higher fee. As an example, a new single-family home with a project value of $280,000 would pay a service fee of $12,320, while a new commercial alteration with a project value of $5,000,000 would pay a fee of $220,000. Alternatively, a small 500 square foot commercial project could be valued the same as a 660 square foot residential project, thereby paying the same fee. The valuation of a project, which is based on size, type, and complexity is the driving factor when determining fees to be paid.

7 Project Valuation Methodology for New Construction, Alterations, and Additions

In order to determine a project's valuation for new construction, alterations, and additions, the City has two options: (1) accept the valuation provided by the applicant; (2) calculate the value based on national standards and regional modifiers. The first option relies upon the applicant to provide an accurate valuation of the work to be done on the project. However, the second option provides the City with a standardized method to evaluate the validity of the valuation provided by the applicant. If the valuation is determined to be unreasonable by a building official, a new valuation may be calculated by the building official through one of the following methods:

- **RS Means Gordian with Regional Modifier:** RS Means is a nationally recognized company that tracks equipment, material, and labor costs by regions within the US, providing regional modifiers for cost assumptions and projections.

- **Standard Construction Valuation:** Twice a year the ICC issues a table providing a valuation per square foot of construction based on occupancy type (e.g., Assembly, Business, Mercantile, Residential, etc.) and construction type (e.g., IA, IB, IV, VA, V, etc.). The table reflects a national average of construction costs.

If an applicant's construction valuation is in question, the City can use the most recent RS Means Gordian or the ICC table to evaluate the reasonableness of the project valuation being submitted.

8 Building Fee Schedule Updates

Now that the City has documented information regarding the full cost of fee-based services, it should develop mechanisms and policies for updating building service fees. The following points provide an overview of mechanisms and policies the City should consider adopting:

- **Removal of Technology Fee and Certification of Maintenance Fee:** The costs associated with these services have been included in the fees calculated for both single discipline permits and new construction, alteration and addition permits, and therefore are no longer needed as separate fee line items.

- **Adopt an Annual Building Fee Schedule Update / Adjustment Mechanism for Single Discipline Permits:** Comprehensive fee updates should occur every 3-5 years, but in between these fee updates, the City could utilize published industry economic factors such as regional Consumer Price Index (CPI) or cost of living adjustments. For example: The U.S. Bureau of Labor Statistic – Consumer Price Index, Miami – Fort Lauderdale – West Palm Beach – August (12 Month period rate of change) could be used to adjust the Building Fee Schedule annually on October 1st.

- **Adjustment Mechanism for Construction Percentage for New Construction, Alterations, and Additions Methodology:** The Construction fee should be calculated annually, using the Construction Fee Methodology outlined in section 6 of this report. If the calculated percentage varies by more than 0.5%, the City

should update its Building service fees for new construction, alterations, and additions in order to ensure permit fees recover costs appropriately with minimal variation of actual expenditures.

Having documented the direct and indirect costs associated with providing Building services, as well as average times associated with plan review and inspection services, the City should adopt policies that allow it to maintain its full cost recovery goals on an annual basis.

9 Application and Collection of Building Service Fees

As noted earlier, the City's current process is to assess and collect building service fees once all associated plan review and inspection services have been provided. This policy results in several hundred permits (500 in FY21) annually where building services are provided, but no fees are assessed or collected. The process of not collecting any fees upon application submittal is extremely rare.

Standard practice for collecting service fees related to Building plan review and inspection is to collect a fee at application submittal and then another after plan approval. The fees paid at application submittal are meant to account for application intake and review, as well as plan reviews as needed. The fees paid after plan approval are meant to account for inspection services provided during the construction phase, including final sign off and certificate of occupancy.

In order for the City to ensure payment for services provided are collected in an appropriate and timely manner, the City should split its building service fees to account for application and inspection services. An application fee should be collected at the time of permit submittal, while a permit fee should be collected once plans have been approved. Given that Building service fees are either calculated based on project cost or a flat fee, the City should consider charging up to 50% of the total fee calculated as an application fee up front with application submittal, and the remaining amount upon plan approval prior to inspection. For example, if the fee for a new single-family home is calculated at $12,000, the City should collect up to $6,000 at time of application and plan submittal, and the remaining $6,000 after plans have been approved. The city should determine an appropriate percentage split (i.e., 50/50, 25/75, etc.), and once the new process has been implemented, re-evaluate the percentage split annually. This process change will ensure that the City collects fees for services provided in a timely manner, and reduce the number of open permits.

Exhibit A
Single Discipline Fee Calculations

	Structural Permits	Proposed Fee	Proposed Fee Increments
1	Canvas / Fabric Awning	$ 195.00	for up to 3 awnings; $15 for each additional awning
2	Concrete	$ 290.00	
3	Deck (wood)	$ 290.00	
4	Demolition	$ 195.00	
5	Dock	$ 290.00	
6	Fence	$ 195.00	for up to 200 LF of fence; $30 for each additional 50 LF or fraction thereof
7	Garage / Overhead Door	$ 195.00	each
8	Masonry / Precast Wall	$ 485.00	for up to 150 LF of wall; $60 for each additional 50 LF
9	Miscellaneous	$ 195.00	includes one (1) inspection; $95 for each additional inspection or fraction thereof
10	Monument Sign	$ 390.00	
11	Monument Sign w/ Electric	$ 680.00	includes electrical permit
12	Pool / Spa / Fountain	$ 1,360.00	includes electrical and plumbing permits
13	Pool Resurface (commercial / multifamily)	$ 195.00	
14	Roof / Reroof	$ 390.00	for the first 3,000 SF; $95 for each 1,000 SF or fraction thereof
15	Screen Enclosure	$ 290.00	
16	Shed	$ 290.00	
17	Shutters	$ 290.00	for up to 3 openings; $15 for each additional opening
18	Trailer	$ 290.00	each
19	Wall Sign	$ 290.00	each
20	Wall Sign w/ Electric	$ 580.00	each; includes electrical permit
21	Window / Door	$ 290.00	for up to 3 openings; $15 for each additional opening
	Electrical Permits	**Proposed Fee**	**Proposed Fee Increments**
22	30 Day Temporary / Test Power	$ 195.00	
23	Burglar Alarm (Alarm Label)	$ 40.00	unlimited devices
24	Cell Equipment (existing tower / structure)	$ 295.00	each
25	Demolition	$ 195.00	
26	Disconnect (100 amps or less)	$ 195.00	each
27	Disconnect (over 100 amps)	$ 290.00	each
28	Generator	$ 390.00	each
29	Lighting Replacement / Retrofit	$ 290.00	for up to 10 light fixtures; $15 for each additional fixture
30	Lightning Protection	$ 290.00	per structure
31	Low Voltage Permits (per system)	$ 290.00	includes up to 10 devices; $15 for each additional device
32	Meter Release / Re-energize	$ 195.00	each
33	Miscellaneous	$ 195.00	includes one (1) inspection, $95 for each additional inspection
34	Outlets / Appliances / Motors	$ 290.00	
35	Panel New / Replace	$ 290.00	
36	Site Lighting	$ 390.00	for up to 10 light poles. $15 for each additional light pole
37	Solar Photovoltaic	$ 390.00	
38	Special Event Equipment	$ 195.00	
39	Temporary Pole / Service Connection	$ 290.00	

	Mechanical Permits	Proposed Fee	Proposed Fee Increments
40	A/C Replacement (no duct detector)	$ 195.00	each
41	A/C Replacement (duct detector)	$ 345.00	each
42	Commercial Hood System	$ 485.00	
43	Cooling Tower / Chiller	$ 495.00	
44	Demolition	$ 195.00	
45	Duct Detector Test (per duct detector)	$ 260.00	for one duct detector; $45 for each additional duct detector
46	Fire Suppression System	$ 395.00	
47	Mechanical Equipment Stands	$ 195.00	for one stand; $30 for each additional stand
48	Miscellaneous	$ 195.00	includes one (1) inspection; $95 for each additional inspection
49	Process Piping	$ 290.00	
50	Reroof - Condensate Lines	$ 195.00	
51	Walk-in Cooler	$ 315.00	
	Plumbing Permits	**Proposed Fee**	**Proposed Fee Increments**
52	Backflow (per building)	$ 195.00	for one backflow; $30 for each additional backflow
53	Demolition	$ 195.00	
54	Fixture Replacement / New	$ 195.00	for up to 3 fixtures; $30 for each additional fixture
55	Gas / Grease Vent	$ 195.00	
56	Grease Trap / Solids Interceptor	$ 195.00	
57	Irrigation System	$ 290.00	for up to 4 zones; $30 for each additional zone
58	Miscellaneous	$ 195.00	includes one (1) inspection; $95 for each additional inspection
59	Sewer Cap	$ 195.00	
60	Sewer Piping - Repair / Replacement / Lining	$ 290.00	
61	Solar Heating System	$ 290.00	
62	Storm Collection System	$ 290.00	for up to 4 structures; $15 each additional structure
63	Water Heater	$ 195.00	
64	Water Piping	$ 290.00	

Exhibit B

CITY OF SUNRISE FLORIDA

Building Division Fee Schedule

Effective ~~10/01/2024~~ 10/01/2025

Percentage Based Permits[5,7]	Application Fee	Remaining Permit Fee	Permit Fee
New Construction / Addition / Alteration			
Structural	25% of permit fee	75% of permit fee	~~4.40%~~ 5.50% of structural construction valuation[1]
Mechanical	25% of permit fee	75% of permit fee	~~4.40%~~ 5.50% of mechanical construction valuation[1]
Electrical	25% of permit fee	75% of permit fee	~~4.40%~~ 5.50% of electrical construction valuation[1]
Plumbing	25% of permit fee	75% of permit fee	~~4.40%~~ 5.50% of plumbing construction valuation[1]

Note: Any sub permit being issued whose construction value is included within the total construction value of the primary permit shall only be charged the administrative fee for issuance of each sub permit.

Flat Fee Permits[2,5]	Total Permit Fee		
	Application Fee	Remaining Permit Fee	
30 Day Temp for Test	$ 55.61	$ 166.83	each
A/C Replacement		$ -	
Commercial	$ 98.39	$ 295.16	each
Residential	$ 55.61	$ 166.83	each
Backflow Installation	$ 55.61	$ 166.83	plus $34.22 for each additional backflow
Burglar Alarm (Alarm Label)		$ 40.00	unlimited devices per label
Canvas / Fabric Awning	$ 55.61	$ 166.83	plus $17.11 for each additional awning over 3 awnings
Cell Equipment (existing tower/structure)	$ 84.13	$ 252.39	
Commercial Hood System	$ 138.31	$ 414.94	
Concrete (flat work)	$ 82.70	$ 248.11	
Cooling Tower / Chiller	$ 141.16	$ 423.49	
Deck (wood / composite)	$ 82.70	$ 248.11	
Demolition			
Structural	$ 55.61	$ 166.83	
Mechanical	$ 55.61	$ 166.83	
Electrical	$ 55.61	$ 166.83	
Plumbing	$ 55.61	$ 166.83	

Disconnect			
100 amps or less	$ 55.61	$ 166.83	
over 100 amps	$ 82.70	$ 248.11	
Dock	$ 82.70	$ 248.11	
Duct Detector Test	$ 74.15	$ 222.45	plus $51.33 for each additional duct detector
Fence	$ 55.61	$ 166.83	plus $34.22 for each additional 50 LF or fraction thereof over 200 LF
Fire Suppression System	$ 112.64	$ 337.93	
Garage / Overhead Door - Residential	$ 55.61	$ 166.83	each door
Gas / Grease Vent	$ 55.61	$ 166.83	
Generator - Residential	$ 111.22	$ 333.66	
Grease Trap / Solids Interceptor	$ 55.61	$ 166.83	
Irrigation System	$ 82.70	$ 248.11	plus $34.22 for each additional zone over 4 zones
Lighting Replacement / Retrofit	$ 82.70	$ 248.11	plus $17.11 each additional fixture over 10 fixtures
Lightning Protection	$ 82.70	$ 248.11	
Low Voltage	$ 82.70	$ 248.11	plus $17.11 each additional device over 10 devices
Masonry / Precast Wall	$ 138.31	$ 414.94	plus $68.44 for each additional 50 LF or fraction therefore over 150 LF
Mechanical Equipment Stands	$ 55.61	$ 166.83	plus $34.22 for each additional stand
Meter Release / Re-energize	$ 55.61	$ 166.83	
Miscellaneous			
Structural	$ 55.61	$ 166.83	Includes one (1) inspection, $108.38 for each additional inspection
Mechanical	$ 55.61	$ 166.83	Includes one (1) inspection, $108.38 for each additional inspection
Electrical	$ 55.61	$ 166.83	Includes one (1) inspection, $108.38 for each additional inspection
Plumbing	$ 55.61	$ 166.83	Includes one (1) inspection, $108.38 for each additional inspection
Monument Sign			
Structural	$ 111.22	$ 333.66	
Electrical	$ 82.70	$ 248.11	
Outlets / Appliances / Motors	$ 82.70	$ 248.11	
Panel New / Replace	$ 82.70	$ 248.11	
Plumbing Fixture Replacement / New	$ 55.61	$ 166.83	plus $34.22 for each additional fixture over 3 fixtures

Pool / Spa / Fountain			
Structural	$ 82.70	$ 248.11	
Electrical	$ 193.92	$ 581.76	
Plumbing	$ 111.22	$ 333.66	
Pool Resurface (commercial / multifamily)	$ 55.61	$ 166.83	
Process Piping	$ 82.70	$ 248.11	
Roof / Reroof	$ 111.22	$ 333.66	plus $108.38 for each 1,000 SF or fraction thereof over 3,000 SF
Reroof Mechanical - Condensate Lines	$ 55.61	$ 166.83	
Screen Enclosure	$ 82.70	$ 248.11	
Service Upgrade / Repair	$ 82.70	$ 248.11	
Sewer Cap	$ 55.61	$ 166.83	
Sewer Piping	$ 82.70	$ 248.11	
Shed	$ 82.70	$ 248.11	
Shutters	$ 82.70	$ 248.11	plus $17.11 for each additional opening over 3 openings
Site Lighting	$ 111.22	$ 333.66	plus $17.11 for each additional light pole over 10 lights poles
Solar - Residential	$ 111.22	$ 333.66	
Solar - Commercial			
Structural	$ 55.61	$ 166.83	
Mechanical	$ 82.70	$ 248.11	
Electrical	$ 139.74	$ 419.21	
Plumbing	$ 82.70	$ 248.11	
Special Event	$ 55.61	$ 166.83	
Storm Collection System	$ 82.70	$ 248.11	plus $51.33 each additional structure over 2 structures
Temp Pole / Service Connection	$ 82.70	$ 248.11	
Trailer (Temporary Construction Office)	$ 82.70	$ 248.11	each
Walk-in Cooler	$ 89.83	$ 269.49	
Wall Sign			
Structural	$ 82.70	$ 248.11	each sign
Electrical	$ 82.70	$ 248.11	each sign
Water Heater	$ 55.61	$ 166.83	
Water Piping	$ 82.70	$ 248.11	
Window / Door - Residential	$ 82.70	$ 248.11	plus $17.11 for each additional opening over 3 openings

Other Building Fees[2,5]	Fee	
Administrative Fee[3]	$ 85.56	
Building Safety Inspection Program Report Review	$ 444.88	per building
Certificate of Completion	$ 171.11	per CC issued
Certificate of Occupancy	$ 370.74	per CO issued
Change of Contractor	$ 114.07	per discipline
Early Start Request	$ 365.03	
Expired Permit Renewal	$ 171.11	
Inspection / Reinspection Fee	$ 108.37	each per discipline
Minimum Permit Fee, All Disciplines	$ 222.44	includes one (1) inspection, $108.38 for each additional inspection
Open Permit Search	$ 68.44	per property
Overtime Inspections (two hour minimum)	Actual Cost[4]	
Permit Card Replacement	$ 28.52	
Plan Revision	$ 222.44	each revision per discipline
Request to Stock	$ 547.54	
Request to Use	$ 547.54	
Shop Drawing Review (after permit issuance)	$ 222.44	per shop drawing
Temporary/Partial Certificate of Occupancy	$ 849.84	per TCO/PCO Issued
Work Without Permits (work commenced prior to permit issuance)	Double Permit Fee	

Outside Agencies' Surcharges[5]	Fee[5]
Broward County Board of Rules and Appeals (BRA)	fees pursuant to Broward County Administrative Code §43.1
Building Code Administrators & Inspectors Fund (BCAIB)	fees pursuant to Florida Statutes §468.631
Florida Building Commission (FBC)	fees pursuant to Florida Statutes §553.721

Notes:

1. If costs provided are deemed unreasonable a current construction estimating reference guide will be utilized to determine a fair and reasonable construction value.

Notes Continued:

2. Beginning on October 1, 2023, and on each October 1 thereafter, the Flat Fee Permits[2] and Other Building Fees[2] shall be adjusted to reflect the cost of doing business, as measured by fluctuation in the Consumer Price Index (CPI) (All Urban Consumers, Miami-Ft. Lauderdale-West Palm Beach, Florida) as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency based on the percentage change in the CPI from the previous June to June of the year in which the increase is effected. The Building Fee Schedule for these permits shall be adjusted annually, unless otherwise amended by an action of the City Commission. It shall not be necessary to amend this Ordinance, nor to cause publication or conduct a public hearing prior to the annual CPI adjustment of the Flat Fee Permits[2] and Other Builidng Fees[2]pursuant to this section. The annual adjustment for the Flat Fee Permits[2] and Other Builidng Fees[2] shall be effective for new building permit applications and other building services applied for on October 1 of the year. A copy of the updated Building Fee Schedule shall be kept on file in the City Clerk's office.

3. Any sub permit issued whose construction value is included within the total construction value of the master permit for new construction, addition, and alteration permits shall only be charged the administrative fee for issuance of each sub permit.

4. Eligible Overtime Inspection is defined as mandatory, sequential inspection of permitted construction, pursuant to the applicable Building Code, performed at times outside the employee's regular work schedule. An Eligible Overtime Inspection shall include, but not be limited to, final inspections necessary to issue certificates of occupancy for scheduled property closings, de-energization of power of life safety systems for power sourcing or testing, smoke evacuation system testing, or critical stages of construction that may jeopardize building integrity and passive fire protection. Eligibility and availability for Overtime Inspections shall be determined by the Building Official/Director. Eligible Overtime Inspections shall be prepaid, the deposit held in escrow. The actual cost will be deducted from the balance when the inspection has been completed. Actual cost id defined as one and one-half (1 and 1/2) times the employees rate of pay for a minimum of two (2) hours of pay plus related fringe benefits for the inspector, as well as the standard mileage rate as defined by the Internal Revenue Service for business miles driven. Any remaining balance shall be refunded to the contractor upon the issuance of a Certificate of Occupancy or close-out of the building permit.

5. Outside agency surcharges will be applied to City permit fees and other building fees as applicable, may be amended from time to time by the governing agency, and will be updated accordingly on this fee schedule.

* *Broward County Board of Rules and Appeals (BRA): $0.52 per $1,000 of total estimated cost, minimum of $2.00 per permit*
* *Building Code Administrators & Inspectors Fund (BCAIB) 1.5% of Building permit fees, minimum $2.00 per permit*
* *Florida Building Commission (FBC) 1.0% of Building permit fees, minimum $2.00 per permit*

6. If a private provider is performing plan review and inspection services for a building permit, the associated building permits will be assessed at 70 percent of the permit fee. If a private provider is performing inspection services only, the associated building permits will be assessed at 85 percent of the permit fee.

7. Commercial percentage based permits with a high valuation or unique scope may request a fee schedule exception pursuant to the Matrix Consulting Group's Study dated November 27, 2023 (Study). The City Manager and Director of Community Development are authorized to develop a policy consistent with the Study and are further authorized to implement fees in accordance with the policy developed to implement the Study.

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Amerifirst-Metropica DRI

Item Number: 10I **Meeting Date:** 9/15/2025

City Reference Number (C#): C25210

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, relating to the Amerifirst-Metropica Development of Regional Impact; approving a request for modification of the Amerifirst-Metropica Development of Regional Impact Development Order by amending Section 1.3 to increase the total of high rise dwelling units from 2,500 to 3,000 and increasing the amount of office gross square feet from 785,000 to 925,000; by amending Sections 2.5 and 2.6 to provide for approved statutory extensions in accordance with Section 252.363, Florida Statutes; by amending Section 3.7.1 to amend the requirements for the Commute Trip Reduction Plan; by deleting Section 3.7.4 regarding transportation modes; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:

N/A

ATTACHMENTS:

ATY Ordinance - C25210
Exhibit A - Legal Description
Exhibit B - Staff Report
Public Notice

Background:
This is an application to amend the Development Order for Amerifirst-Metropica Development of Regional Impact (DRI), which is generally located at the northeast corner of W. Sunrise Boulevard and NW 136 Avenue (Panther Parkway), north to approximately 500 feet north of Green Toad Road, primarily between NW 136 Avenue and Sawgrass Mills Circle as shown on the location map in the attached Staff Report. The proposed amendment will increase the total amount of high-rise dwelling units from 2,500 to 3,000 and increase the amount of office gross square feet from 785,000 to 925,000, amend the buildout, termination and deadline dates, parking regulations regarding High Occupancy Vehicles (HOV), and remove the transit station condition.

The DRI has Transit Oriented Development (TOD) and Commercial land use designations on the City's Future Land Use Map and is designated Planned Unit Development (PUD) District, General Business District (B-3) and Planned Development District (PDD) all within the Western Sunrise Area and the Western Sunrise Entertainment District on the Zoning District Map. City Commission action is required pursuant to Subsection 380.06, Florida Statutes and Section 16-38 of the City's Land Development Code.

Staff recommends approval of the amendment subject to the following condition:

- Approval of the proposed Fourth Amended and Restated Development Agreement.

For more information on this item, including any of the attachments to this item, please contact the Community Development Department staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:

Name: Jim Koeth Phone: 954-746-3279

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, RELATING TO THE AMERIFIRST-METROPICA DEVELOPMENT OF REGIONAL IMPACT; APPROVING A REQUEST FOR MODIFICATION OF THE AMERIFIRST-METROPICA DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER BY AMENDING SECTION 1.3 TO INCREASE THE TOTAL OF HIGH RISE DWELLING UNITS FROM 2,500 TO 3,000 AND INCREASING THE AMOUNT OF OFFICE GROSS SQUARE FEET FROM 785,000 TO 925,000; BY AMENDING SECTIONS 2.5 AND 2.6 TO PROVIDE FOR APPROVED STATUTORY EXTENSIONS IN ACCORDANCE WITH SECTION 252.363, FLORIDA STATUTES; BY AMENDING SECTION 3.7.1 TO AMEND THE REQUIREMENTS FOR THE COMMUTE TRIP REDUCTION PLAN; BY DELETING SECTION 3.7.4 REGARDING TRANSPORTATION MODES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Amerifirst-Metropica Development of Regional Impact (Metropica DRI) Development Order (Development Order) was approved by the City Commission on February 10, 2009, by the adoption of Ordinance No. 732-X-09-B; and

WHEREAS, the City Commission approved amendments to the Development Order by the adoption of Ordinance No. 732-X-13-A, Ordinance No. 732-X-15-A, and Ordinance No. 732-X-23-A; and

WHEREAS, Metropica Lands, LLC, one of the owners of the land described in Exhibit A – Legal Description, attached hereto and made a part hereof, has requested amendments to the conditions listed in Sections 1.3, 2.5, 2.6, 3.7.1, and 3.7.4 of the Development Order as outlined in the Community Development Department's Staff Report, a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the City of Sunrise Planning and Zoning Board considered the proposed amendments to the Development Order and recommended approval of the amendments at its September 4, 2025 meeting pursuant to section 16-49(b)(2) of the City's Land Development Code; and

WHEREAS, the City Commission held a public hearing pursuant to Section 380.06, Florida Statutes, to consider the proposed amendments to the Development Order.

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NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA, that:

Section 1. The foregoing Whereas clauses are true and correct and hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Findings of Fact. The City Commission makes the following findings of fact:

2.1 The proposed amendments to the Metropica DRI include revisions to the level of intensity of development previously approved but do not create a reasonable likelihood of additional regional impact, or any type of regional impact not previously reviewed by the City, the South Florida Regional Planning Council and the State Land Planning Agency.

2.2 The development is not located within an Area of Critical State Concern.

2.3 The Development Order is consistent with the State Comprehensive Plan, Chapter 187, Florida Statutes.

2.4 The Development Order is consistent with the Broward County Comprehensive Plan, the City's Comprehensive Plan, and the City's land development regulations.

2.5 All statutory and regulatory requirements or conditions for the adoption of this Ordinance have been met or fulfilled.

Section 3. Modifications to Development Order: The following sections of the Development Order, as adopted by Ordinance No. 732-X-09-B, and amended by Ordinance Nos. 732-X-13-A, 732-X-15-A, and 732-X-23-A, are hereby amended to read as follows:

* * *

1.3 Permitted Development: The Metropica DRI is approved for the following uses:

Residential	~~2,500~~ 3,000 high rise dwelling units*
	300 townhouse dwelling units
Commercial	545,240 gross square feet (including 60,240 sq. ft. previously constructed)
Office	~~785,000~~ 925,000 gross square feet

* "High rise" was defined as four (4) or more stories in the Application for Development Approval (ADA).

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a. The actual mix of building square footage (or dwelling units as applicable) among the Permitted Uses will be determined during the City's zoning and site plan review process consistent with the requirements of the City's Land Development Code so long as the total external P.M. Peak Hour vehicle trips do not exceed 3,848 gross P.M. Hour trips and 2,699 net P.M. Peak Hour external trips (per Tables 21-16 and 21-9), respectively, in the ADA) as calculated using the trip generation rates in Exhibit C.

b. As shown in the following flexibility matrix, the Developer proposes to have the flexibility to decrease residential units and increase or decrease commercial and general office use from the proposed development thresholds, subject to condition 1.3(a) above. The developer may substitute a maximum of 240 residential units with hotel rooms, at a ratio of two (2) hotel rooms to one (1) residential unit.

Flexibility Matrix – Minimum and Maximum Thresholds

	Proposed Minimum Thresholds	Proposed Maximum Thresholds	Proposed DRI Development
Residential	2,100 units	~~2,800~~ 3,000 units	~~2,800~~ 3,000 units
Commercial	410,000 s.f.	680,000 s.f.	545,240 s.f.
Office	590,000 s.f.	980,000 s.f.	~~785,000~~ 925,000 s.f.

2.5 Buildout and Termination Dates: In accordance with extensions requested under F.S. 252.363(1)(a). The new buildout and termination dates shall be ~~December 8, 2037~~ December 8, 2041, the date until which the City of Sunrise agrees that this DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction, unless it can demonstrate that substantial changes made by the Developer in the facts or circumstances underlying the approval of this Development Order have occurred, or that this DRI Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly essential to the public health, safety or welfare.

2.6 Three Year Requirement: In accordance with extensions requested under F.S. 252.363(1)(a), this Development Order shall be null and void if, by ~~January 21, 2031~~ January 21, 2035, the following are not completed: the securing of all permits from the Broward County Environmental Protection and Growth Management Department (EPGMD) to modify the previously permitted master drainage system which are required in order to proceed with the Metropica development. This requirement may be extended by the City of Sunrise, after review and approval by the City Commission at a public hearing.

* * *

3.7.1 Prior to commencement of any vertical construction in Area 2, the Developer shall prepare and execute a Commute Trip Reduction Plan with the City of Sunrise based on Transportation Demand Management (TDM) best practices, and receive approval from the City of Sunrise no later than approval of the Area 2 master development plan pursuant to City Code. The Commute Trip Reduction Plan shall be prepared in coordination with the FDOT Commuter Assistance Program. This plan shall include at a minimum:

(a) Guidelines for locations of kiosks that enable the posting of TDM program information in locations within the development which are readily visible to employees, commuters and residents.

(b) ~~Identification of reserved High Occupancy Vehicle (HOV) (e.g., carpools and van pools) parking spaces with identifiable signage. At a minimum, two percent of the total number of parking spaces for office or retail use should be reserved for HOV parking. The preferred location for these parking spaces is near building entrances, and may also consist of covered or sheltered parking spaces.~~ Identification of rideshare drop-off and pick-up locations for Uber, Lyft and other rideshare service providers, including Freebee or any other on demand shuttle or rideshare service offered by the City. Parking spaces with EV charging stations will be strategically placed where they will be the most beneficial to the project.

(c) Formal designation of an individual as the Employee Transportation Coordinator (ETC) for the purpose of developing, implementing, and administering a TDM (Commute Trip Reduction) program at the development.

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(d) A commitment by the Developer to a protocol to introduce new owners or property management to the Commute Trip Reduction Plan and the Commuter Assistance Program upon sale or lease of properties within the development.

(e) Specific milestones for implementation of the components of the Commute Trip Reduction Plan and for development of all transit-related improvements shown the plats.

(f) The first bus stop shown on the Area 2 master development plan approved pursuant to City Code for the development shall have the associated bus shelter and improvements completed no later than the time that the Developer obtains a Certificate of Occupancy for a new principal structure within Area 2. The subsequent bus stop (2nd bus stop) shown on the Area 2 master development plan shall have the associated bus shelter and improvements completed no later than the time that the Developer obtains a Certificate of Occupancy for the third new principal structure, excluding a dedicated parking structure. Each subsequent bus stop shall have the associated bus shelter and improvements completed no later than the time Developer obtains a Certificate of Occupancy for a new principal structure located within one-quarter (1/4) mile of said bus stop as shown on the Area 2 master development plan. Each bus shelter and improvements shall be constructed in accordance with the City's bus shelter prototype design standards.

(g) Other transit amenities as required herein.

(h) Procedures for monitoring and implementing of the Commute Trip Reduction Plan.

3.7.4 ~~Within two (2) years after the issuance of a Certificate of Occupancy for the third new Area 2 principal structure, the Developer shall construct a covered, lighted transit station with a covered waiting area for patrons, architecturally compatible with the development, on the north and south sides of Green Toad Road or another suitable location subject to approval by the City and Broward County. The transit station shall be of a size that can accommodate two (2) articulated buses at the same time on each side~~

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~~of Green Toad Road, or, within the same sized area, some other combination of buses of various sizes as designed in consultation with the City and the County. The transit station shall include either within the transit station, or in a nearby structure, restrooms, seating, schedule information, fare information, leaning rails, trash receptacles storage, security, showers and bicycle racks. The transit stations shall also include a drop-off and pick-up area to be utilized by the general public, taxi service, or other forms of vehicular transportation serving transit riders.~~ Reserved.

* * *

Section 4. Sections Remaining in Effect. Any sections contained in Ordinance Nos. 732-X-09-B, 732-X-13-A, 732-X-15-A, and 732-X-23-A not specifically amended herein shall remain in full force and effect as set forth within.

Section 5. Recordation. Within thirty (30) days of the effective date of this Amendment to the Metropica DRI Development Order, the developer shall record this Ordinance in the Public Records of Broward County, Florida and shall provide copies of the recorded ordinance to the City, the South Florida Regional Planning Council and the Department of Economic Opportunity ("DEO").

Section 6. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 8. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

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Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

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EXHIBIT A

MISKEL BACKMAN LLP

BONNIE MISKEL • SCOTT BACKMAN • ERIC COFFMAN • HOPE CALHOUN
DWAYNE DICKERSON • ELE ZACHARIADES • CHRISTINA BILENKI
DAVID MILLEDGE • SARA THOMPSON • JEFFREY SCHNEIDER

Amerifirst Metropica DRI Area
Legal Description

AREA 1:
Parcel "D", "METROPICA PLAT", according to the plat thereof, recorded in Plat Book 179, pages 70 thru 76, of the Public Records of Broward County, Florida

TOGETHER WITH:
Parcel "Lake-2", "METROPICA PLAT", according to the plat thereof recorded in Plat Book 179, Pages 70 thru 76, of the Public Records of Broward County, Florida.

AREA 2:
Parcel "A", "METROPICA PLAT", according to the plat thereof, recorded in Plat Book 179, pages 70 thru 76, of the Public Records of Broward County, Florida

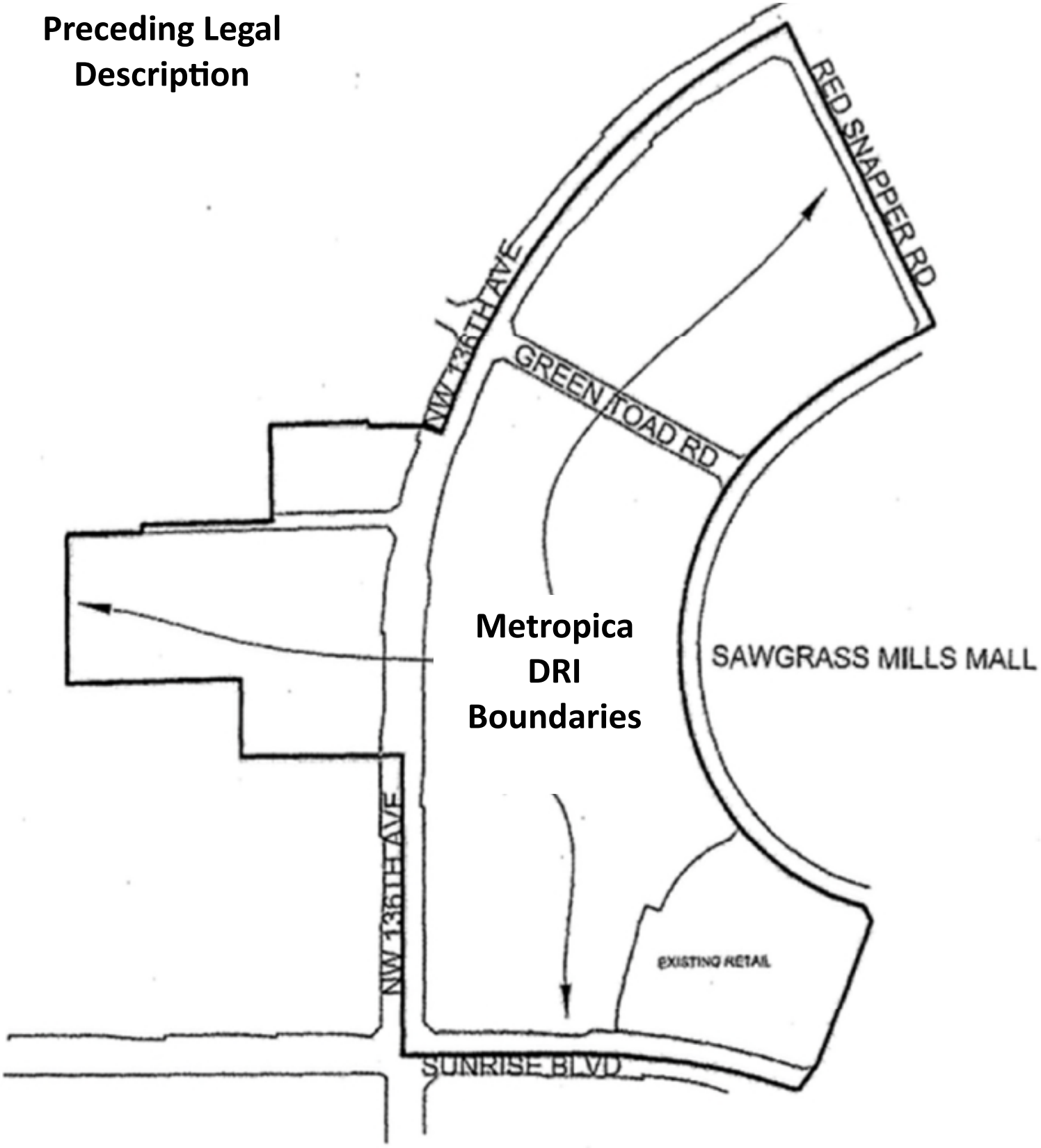
TOGETHER WITH:
Parcel "B", "METROPICA PLAT", according to the plat thereof, recorded in Plat Book 179, pages 70 thru 76, of the Public Records of Broward County, Florida

TOGETHER WITH:
Parcel "C", "METROPICA PLAT", according to the plat thereof recorded in Plat Book 179, Pages 70 thru 76, of the Public Records of Broward County, Florida.

EXISTING RETAIL:
A portion of Parcel A, SAVANNAH P.U.D. PLAT 6, according to the Plat thereof as recorded in Plat Book 145, Page 24 of the Public Records of Broward County, Florida, more particularly described as follows:

Beginning at the southeast corner of said Parcel A, on the northerly right-of-way line of Sunrise Boulevard as shown on said PLAT OF SAVANNAH P.U.D. PLAT 6, being a point on the arc of a curve concave to the southwest, having a radius of 2351.83 feet (a radial line to said point bears North 18° 02' 38" East) thence along said right-of-way line and the arc of said curve, through a central angle of 04° 59' 03", an arc distance of 204.59 feet, thence continuing along said right-of-way line, North 72° 03' 14" West, 110.67 feet to a point on the arc of a non-tangent curve concave to the southwest, having a radius of 2363.83 feet (a radial line to said point bears North 10° 23' 10" East): thence continuing along said right-of-way northwesterly along the arc of said curve, through a central angle of 07° 40' 04", an arc distance of 316.35 feet: thence North 03° 55' 49" East, 100.00 feet: thence North 15° 20' 42"-East, 268.86 feet; thence North 20° 25' 46" East, 65.52 feet: thence South 69° 07' 10" East, 51.70 feet to a point on the arc of a non-tangent curve concave to the southeast, having a radius of 399.19 feet (a radial line to said point bears North 69° 07' 10" West): thence northeasterly along the arc of said curve, through a central angle of 48° 26' 28", an axc distance of 337.50 feet: thence North 40° 05' 06" East, 52.94 feet to a point on the east line of said Parcel A, being a point on the arc of a non-tangent curve concave to the northeast, having a radius of 805.00 feet (a radial line to said point bears South 49° 25' 23" West): thence southeasterly along said east line, along the arc of said curve, through a central angle of 35° 29' 08", an arc distance of 498.57 feet: thence continuing along said east line of Parcel A the following five (5) courses: (1) South 27° 48' 59" East, 52.22 feet: (2) South 20° 25' 49" West, 263.73 feet: (3) South 27° 13' 59" West, 42.21 feet: (4) South 20° 25' 49" West, 200.11 feet: (5) South 69° 10' 26" West, 63.74 feet to the Point of Beginning.

Reflective of Preceding Legal Description



STAFF REPORT

AMERIFIRST - METROPICA DEVELOPMENT OF REGIONAL IMPACT (DRI) - AMENDMENT TO DEVELOPMENT ORDER

Summary

This is an application to amend the Development Order for Amerifirst – Metropica Development of Regional Impact (DRI), which is generally located at the northeast corner of W. Sunrise Boulevard, and NW 136 Avenue (Panther Parkway), north to approximately 500 feet north of Green Toad Road, primarily between NW 136 Avenue and Sawgrass Mills Circle as shown on the location map. The proposed amendment will amend the development's density and intensity, expiration dates, parking regulations regarding High Occupancy Vehicles (HOV), and remove the transit station condition. The DRI has Transit Oriented Development and Commercial land use designations on the City's Future Land Use Map, and is designated Planned Unit Development (PUD) District, General Business District (B-3) and Planned Development District (PDD) all within the Western Sunrise Area and the Western Sunrise Entertainment District on the Zoning District Map. City Commission action is required pursuant to Section 16-38 of the Land Development Code.

Project Description

The Amerifirst – Metropica DRI is approximately 103 acres and includes parcels with different ownerships. The area includes the existing Sawgrass Commons commercial development and associated outparcels, 417 high rise Portico residential development in Area 1, and 263 high rise residential Metropica Tower 1 in Area 2.

Approved DRI Development Order

The City Commission approved the Amerifirst – Metropica DRI Development Order (DO) on February 10, 2009 by Ordinance No. 732-X-09-B.

The City Commission approved the 1st Amendment to the Amerifirst – Metropica DRI DO on May 14, 2013 by Ordinance No. 732-X-13-A. The amendment defined "Area 1" and "Area 2"; assigned existing conditions to Area 1 and/or Area 2 as appropriate; enabled development on either Area 1 or Area 2 to proceed first; and extended the build out date by five (5) years to May 22, 2029.

The City Commission approved the 2nd Amendment to the Amerifirst -Metropica DRI DO on June 23, 2015 by Ordinance No. 732-X-15-A. The amendment allowed for hotel use, amended timing of the shuttle service and defined high rise units.

On March 23, 2023, the City of Sunrise City Commission, via Ordinance No. 732-X-23-A, approved the 3rd Amendment to the Amerifirst – Metropica DRI DO generally modifying the expiration dates, the timing requirements for bus shelters, timing of the required shuttle service, and timing of the transit station.

Proposed 4TH Amendment

The Applicant has submitted a request for a 4th Amendment to the Amerifirst – Metropica DRI DO to modify the development's density and intensity, expiration dates, parking regulations regarding High Occupancy Vehicles (HOV), and remove the transit station condition. Specifically:

A. Density and Intensity

Section 1.3 of the DO provides the density and intensity of the Metropica mixed-use development. On January 14, 2025, via Ordinance No. 712, the City of Sunrise City Commission adopted a text amendment to the Future Land Use Element of the City's Comprehensive Plan by amending the Transit Oriented Development (TOD) land use designation increasing the permitted high-rise units from 2,500 units to 3,000 units and increasing the permitted office uses from 785,000 square feet to 925,000 square feet. In order to maintain consistency with the underlying land use of TOD, Section 1.3 of the Amerifirst – Metropica DRI DO is to be amended.

B. Statutory Extensions

Sections 2.5 and 2.6 of the DO indicates buildout and termination dates. Pursuant to Section 252.363, Florida Statutes, tolling and extension of permits and other authorizations, the applicant has provided notice to the City in writing qualifying for the extension. Therefore, the DRI DO is being amended to a new buildout expiration date of December 8, 2041, as well as a null and void date of January 21, 2035 if the following are not completed: the securing of all permits from the Broward County Environmental Protection and Growth Management Department (EPGMD) to modify the previously permitted master drainage system which are required in order to proceed with the development.

C. Parking Spaces

Section 3.7.1 of the DO requires that the Commute Trip Reduction Plan includes, at a minimum, two-percent (2%) of the total number of parking spaces for High Occupancy Vehicles (HOV) (e.g. carpools and van pool) to be near building entrances used for office or retail use. Said parking spaces may consist of covered or sheltered parking and be marked with identifiable signage. The developer has proposed removing the aforementioned language regarding HOV parking and replacing it with language which

requires identifying drop-off and pick-up locations for rideshare service providers (i.e. Uber, Lyft, Freebee, etc.), on demand shuttle services, or ridershare services offered by the City. Additionally, strategically placed parking spaces with EV charging stations will also be provided within the project.

D. Transit Station

Section 3.7.4 of the DO requires that within two (2) years after the issuance of a Certificate of Occupancy for the third new Area 2 principal structure, the Developer shall construct a covered, lighted transit station with a covered waiting area for patrons, architecturally compatible with the development, on the north and south sides of Green Toad Road or another suitable location subject to approval by the City and Broward County. However, based upon Broward County's proposed transit station to be located immediately north of the Amerifirst – Metropica DRI, the City's implementation of a free on demand transportation service (AKA Freebee) in the City's Business and Entertainment area, and Metropica's proposed obligation, the transit station condition has been removed. In lieu of the transit station condition, Metropica has proposed to fund a portion of the Freebee on-demand shuttle, as outlined in the concurrently proposed Fourth Amended and Restated Development Agreement.

General Information

In accordance with Section 380.06 Florida Statues, the proposed amendment to the Development Order has been reviewed based on the Comprehensive Plan and the Land Development Code.

Staff Evaluation

Staff finds that the DRI DO proposed change is consistent with the Comprehensive Plan and the Land Development Code, pursuant to Section 380.06, Florida Statutes, subject to the following condition:

1. Approval of the proposed Fourth Amended and Restated Development Agreement.

Staff Recommendation to the Planning and Zoning Board, September 4, 2025

Staff recommends approval of the amendment to the condition listed above.

Planning and Zoning Board Recommendation, September 4, 2025

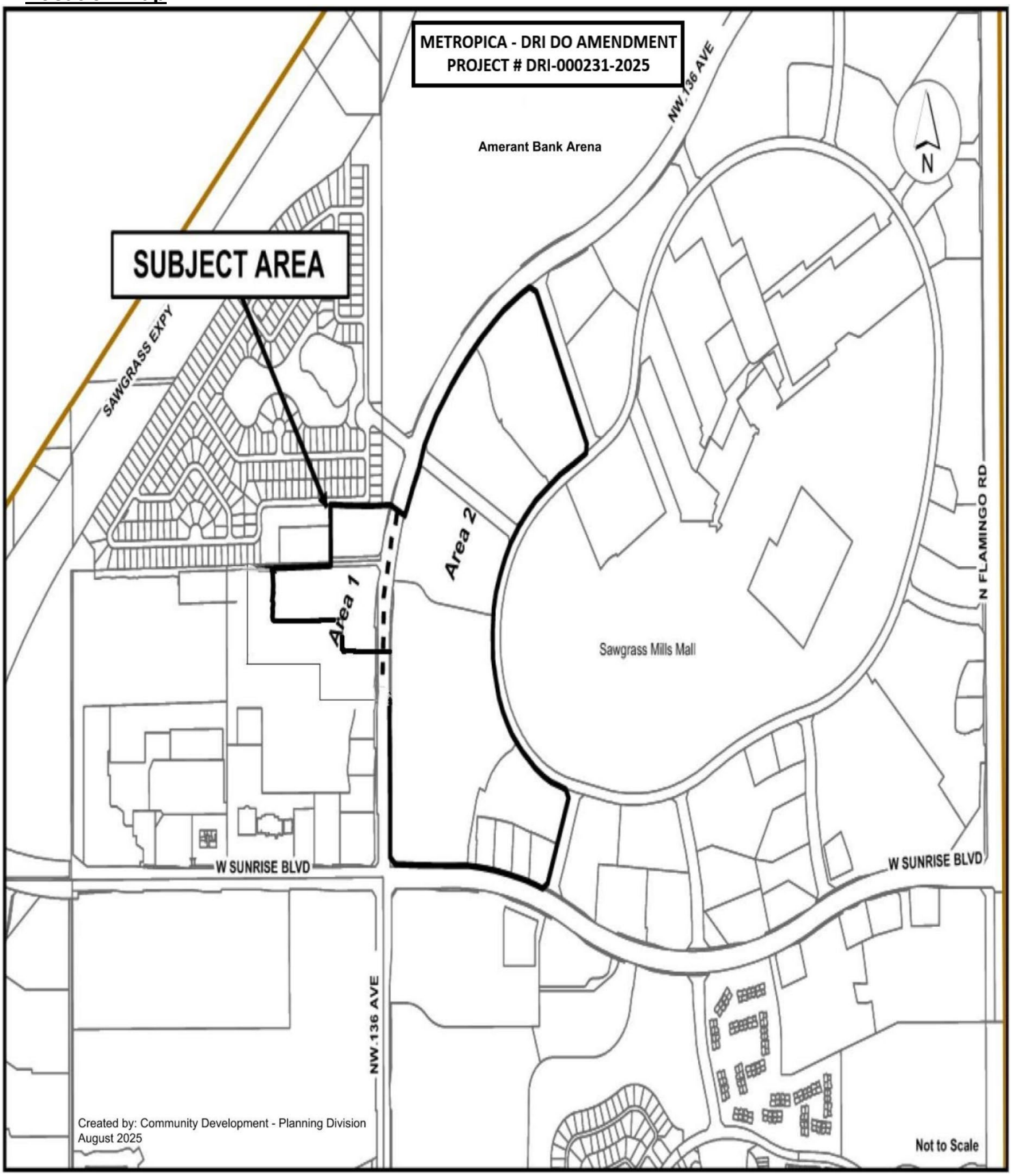
At its meeting on September 4, 2025, the Board approved Staff's recommendation subject to the condition listed above.

Final Staff Recommendation to the City Commission, September 15, 2025

Staff recommends the approval of this application subject to the condition listed above.

Planner: Jim Koeth
Planning File No.: DRI-000231-2025 (15:65)

Location Map



NOTICE OF PUBLIC HEARING

Metropica Lands, LLC has applied to the City to adopt by ordinance a **modification to the Development Order for the AmeriFirst-Metropica Development of Regional Impact** for approximately 103 acres of land generally located at northeast corner of W. Sunrise Boulevard and NW 136th Avenue, north to approximately 500 feet north of Green Toad Road, primarily between NW 136th Avenue and Sawgrass Mills Circle, Sunrise, Florida as shown on the attached map. You are receiving this notice because you own property within 500 feet of this location. The title of the proposed ordinance is as follows:

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, RELATING TO THE AMERIFIRST-METROPICA DEVELOPMENT OF REGIONAL IMPACT; APPROVING A REQUEST FOR MODIFICATION OF THE AMERIFIRST-METROPICA DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER BY AMENDING SECTION 1.3 TO INCREASE THE TOTAL OF HIGH RISE DWELLING UNITS FROM 2,500 TO 3,000 AND INCREASING THE AMOUNT OF OFFICE GROSS SQUARE FEET FROM 785,000 TO 925,000; BY AMENDING SECTIONS 2.5 AND 2.6 TO PROVIDE FOR APPROVED STATUTORY EXTENSIONS IN ACCORDANCE WITH SECTION 252.363, FLORIDA STATUTES; BY AMENDING SECTION 3.7.1 TO AMEND THE REQUIREMENTS FOR THE COMMUTE TRIP REDUCTION PLAN; BY DELETING SECTION 3.7.4 REGARDING TRANSPORTATION MODES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following hearings will occur in the Sunrise City Hall Commission Chambers located at 10770 W. Oakland Park Boulevard, 1st Floor, Sunrise, FL 33351:

City Commission Meeting	Monday, 09/15/25 at 5:00 p.m.	1st reading of ordinance at public hearing
City Commission Meeting	Tuesday, 09/23/25 at 5:00 p.m.	2nd reading of ordinance at public hearing

This application is on file in the Community Development Department of the City of Sunrise, 10770 W. Oakland Park Boulevard, 2nd Floor, Sunrise, FL, and may be viewed by any interested person Monday through Friday (excluding City holidays) between 9:00 a.m. and 4:30 p.m. or requested via AskZoning@sunrisefl.gov.

The City Commission will be meeting in-person; however, the public may attend and participate in the meetings in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to comment during public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. See section 286.0105, Florida Statutes.

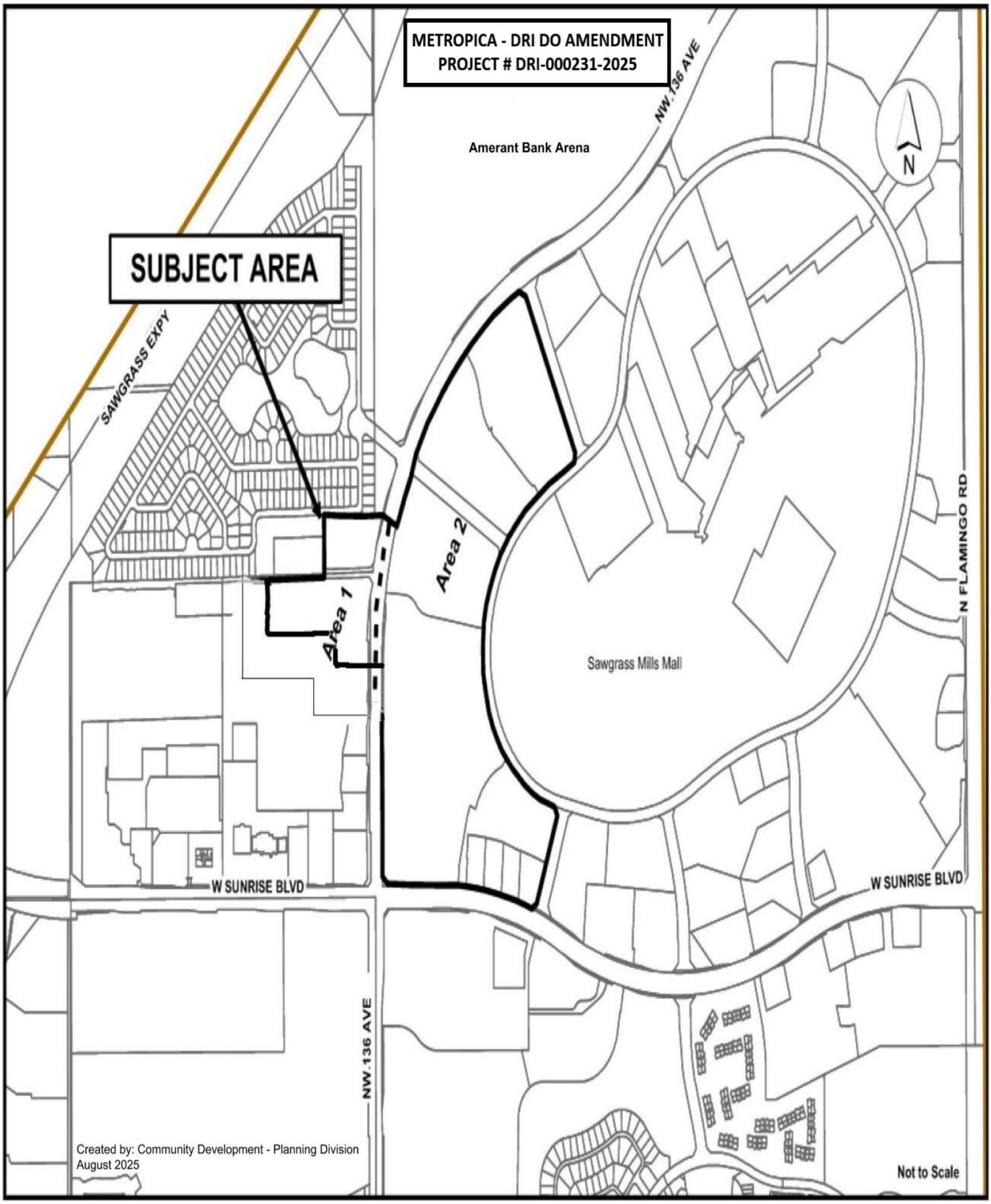
The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and Fla. Stat. § 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

If you have any questions about this notice, then please contact City staff in the Planning Division at (954) 746-3281 or e-mail AskZoning@sunrisefl.gov.

Notification Date: August 29, 2025

LOCATION MAP



CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Uniform Signage Plan

Item Number: 10J **Meeting Date:** 9/15/2025

City Reference Number (C#): C25219

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, approving an amendment to the Uniform Signage Plan for the Amerant Bank Arena; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25219

Uniform Signage Plan
Letter of Intent
Ordinance 572 1-14-2014 - Last Approved USP

Background:
This is an application for a revision to the Amerant Bank Arena Uniform Signage Plan. Section 16-264 of the Land Development Code allows "uniform signage plans for certain developments and geographical areas in the City which, due to their nature, make it desirable to create a uniform signage plan governing special features, design characteristics, size, location and number of signs."

The proposed major revisions to the Uniform Signage Plan are outlined below:

- To increase the overall screen signage area on the marquee sign fronting NW 136th Avenue and the marquee sign fronting the Sawgrass Expressway by approximately 332 sq ft, 398 sq ft respectively as shown on pages 15, 18.
- To include upgrades to the marquee sign fronting NW 136th Avenue and the marquee sign fronting the Sawgrass Expressway. The upgrades include brick facades on the base of the marquee sign and two-tiered landscaping around the base as shown on pages 13, 16.
- To incorporate an an existing wall sign on the north side of the building, facing Sawgrass Expressway as shown on page 6.
- To add window graphics and seasonal banners on the entrance facades to the building on pages 43-44 and 46-48.
- To update signage on the arena to reflect the recent name change to Amerant Bank Arena.

The signs included in the proposed plan require separate building permits.

Staff completed an open building permit and code violation search. There is one City code violation and multiple open building permits.

Staff find this application meets all applicable Land Development Code requirements for approval of the Uniform Signage Plan. Therefore, staff recommend approval of this application.

For more information on this item, including any of the attachments or additional backup information, please contact the Community Development Department Staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:

Name: Sylvia Miller Phone: 954-236-2118

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN AMENDMENT TO THE UNIFORM SIGNAGE PLAN FOR THE AMERANT BANK ARENA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The Amerant Bank Arena has submitted a proposed amendment to the Uniform Signage Plan to add and revise signage for the Amerant Bank Arena, located at 1 Panther Parkway; and

WHEREAS, the City Commission approved a Uniform Signage Plan for the Amerant Bank Arena by Ordinance No. 514 on June 8, 2010, which was subsequently amended by Ordinance No. 572 on January 14, 2014; and

WHEREAS, the City Commission finds and determines that the amendment to the Uniform Signage Plan for Amerant Bank Arena will increase the overall screen signage area, provide upgrades to the marquee signs fronting the Sawgrass Expressway and NW 136th Avenue, add a new wall sign on the north side of the building facing Sawgrass Expressway, add window graphics and seasonal banners on the entrance facades to the building, and update signage on the building to reflect the name change to Amerant Bank Arena; and

WHEREAS, pursuant to Section 16-264 of the City Code, an amendment to a uniform signage plan must be approved by Ordinance .

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. An amendment to the Uniform Signage Plan for the Amerant Bank Arena is hereby approved and adopted. A copy of the amended Uniform Signage Plan is attached hereto and made a part of this Ordinance as Exhibit A.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this ____ DAY OF____, 2025.

PASSED AND ADOPTED upon this second reading this ____ DAY OF ____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
As to Form and Legal Sufficiency.

_____
Thomas P. Moss

FLORIDA PANTHERS HOCKEY CLUB, LTD.

Uniform Exterior Signage Plan for Amerant Bank Arena

AMERANT BANK ARENA

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CONTRACTOR
JOB NAME AND ADDRESS **Uniform Exterior Signage Plan for Amerant Bank Arena** ONE PANTHER PARKWAY SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
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AMERANT BANK ARENA

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
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AMERANT BANK ARENA

FLORIDA PANTHERS HOCKEY CLUB, LTD.

Amerant Bank Arena LED Sign

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

130'-0"

8'-6"

AMERANT BANK ARENA

Total Sign Area 1,105 Sqft

North East Elevation

AMERANT BANK ARENA

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

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AMERANT BANK ARENA

Site Plan

N

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JOB NAME AND ADDRESS **Uniform Exterior Signage Plan for Amerant Bank Arena** ONE PANTHER PARKWAY SUNRISE, FL 33323	
DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:
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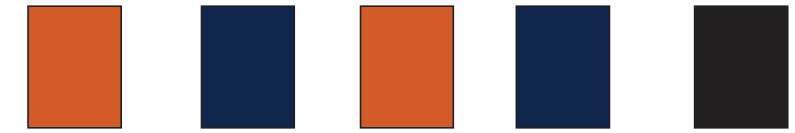
AMERANT BANK ARENA

AMERANT BANK ARENA

Total Sign Area 1,105 Sqft



Gold fish Orange #361 Translucent Vinyl

Twilight Blue #691 Translucent Vinyl

Return PTM: #691 Translucent Vinyl

Return PTM: #691 Translucent Vinyl

Trim Cap Black

Sign Details:
(1) Set of Illuminated front lit letters
.080 Aluminum Backs
.063 Aluminum Returns
Returns Painted to match: Goldfish Orange#361 Vinyl
Twilight Blue #691
.177 High Impact Modify Acrylic
Translucent vinyl overlay:
Amerant Bank: AveryUC900 Goldfish Orange #361
Arena:Avery Uc900 Twilight Blue#691
Trim cap:2” Black
White Led Illumination
Flush Mount to the wall

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

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DISCLAIMER

AMERANT BANK ARENA

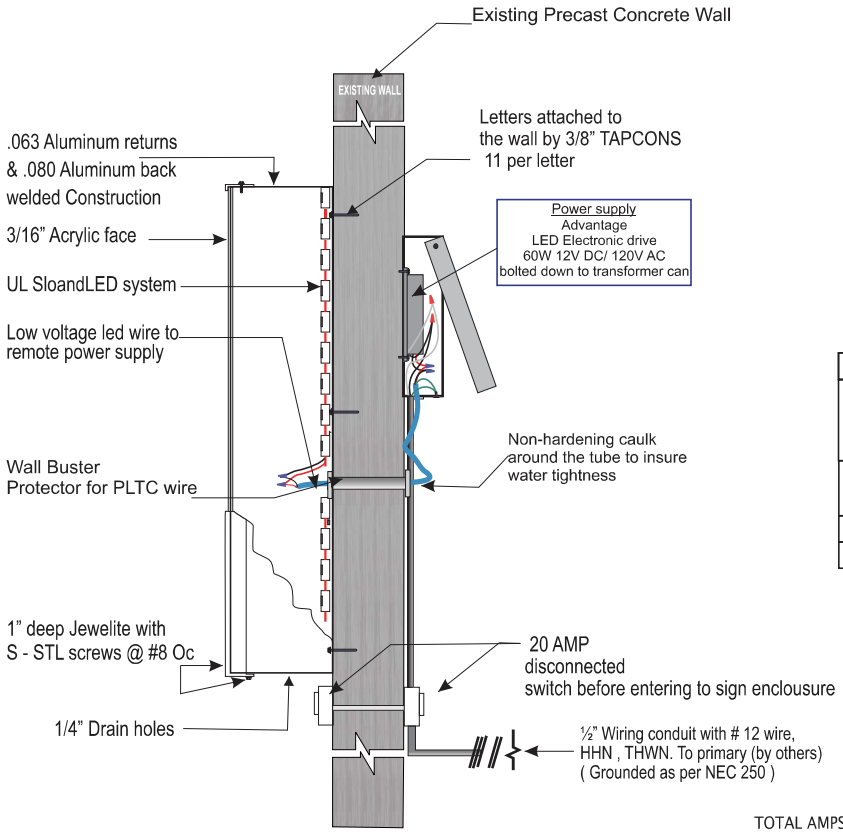
AMERANT BANK ARENA

130'-0"

8'-6"

AMERANT BANK ARENA

AMERANT BANK ARENA



ANCHOR SCHEDULE ALL FASTENERS SHALL BE SPACE EVENLY

MATERIAL WALL	ANCHOR TYPE	QTY or SPACING
CONCRETE (3ksi) or HOLLOW MASONRY	3/8" THREADED RODS WITH MIN 2.5" EMBED IN ADHESIVE	NOT APPLICABLE
	3/8" TAPCONS (OR EQUIV) WITH 3.5" EMBED	MIN (11) PER LETTER
	3/8" EXPANSION ANCHORS WITH 3.5" EMBED	MIN (9) PER LETTER
1/2" PLYWOOD (NO ACCESS BEHIND)	3/8" TAGGLE BOLTS	MIN (31) PER LETTER
	1/4" WOOD SCREWS, FULL EMBED	MIN (49) PER LETTER
METAL STUDS OR METAL PANELS	#14 METAL SCREWS TO MIN 18ga STEEL OR 0.090 ALUM	MIN (36) PER LETTER
HOLLOW WALL (BLOCKING BEHIND)	3/8" THRUBOLTS OR LAGS TO SOLID BLOCKING BEHIND	MIN (19) PER LETTER

If the existing site conditions do not allow to install the disconnect switch as mentioned in this drawing. The lockable disconnect switch could be on the circuit panel with a lock and will remain in place installed in accordance with 110.25.

TOTAL AMPS 8
2 - 20 AMP CIRCUIT REQUIRED
TIME CLOCK REQUIRED FOR EACH CIRCUIT PER F.B.C.

General Notes
This sign is to be installed in accordance with the requirements of Article 600 of the National Electric Code
1) Grounded and bonded per NEC 600.7/NEC 250
2)Existing branch circuit n compliance with NEC 600.5 not to exceesd 20 amps
3)UL listed secondary wiring as per NEC 600.31
4)Sign to be UL listed per NEC 600.3
5)Ul disconnect switch per NEC 600.6.

Branch Circuit:
A. All branch circuits for signs must be **totally dedicated to signs** (including **dedicated ground** and **dedicated neutral per circuit**)
B. Sign circuits **must not** be shared with other loads such as lighting, air conditioning, and other equipment.
C. Property sized ground wire that can be trace back to the breaker panel must be provided.
D. Number and size of circuits for each sign to meet Federal Sign's requirements.

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

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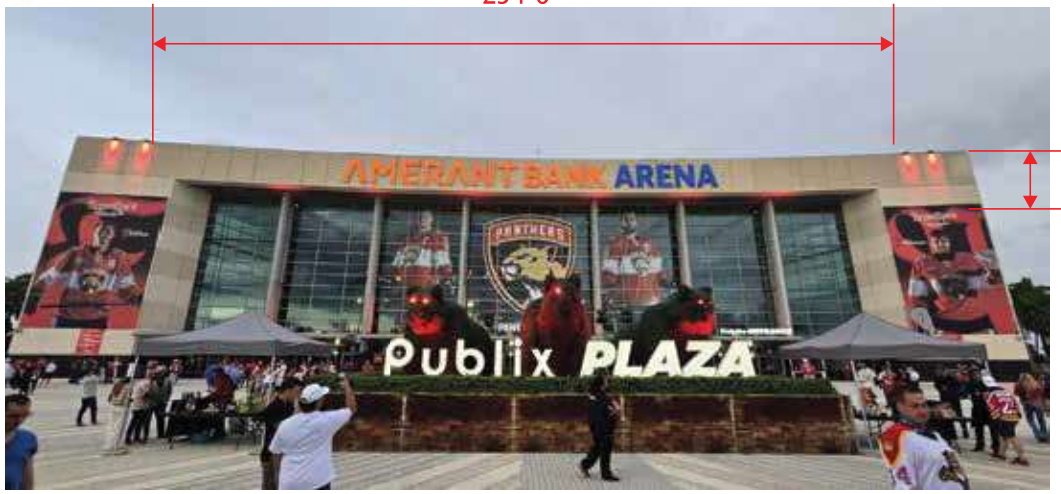
AMERANT BANK ARENA

East Elevation LED sign

PLASTIC FACE CHANNEL LETTER
ILLUMINATED BY L.E.D. LIGHTS



TOTAL SIGN
1,376 SQ.FT.

EAST ELEVATION

COLOR CHART
Pantone 166 C
Pantone 282 C

AMERANT BANK ARENA

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
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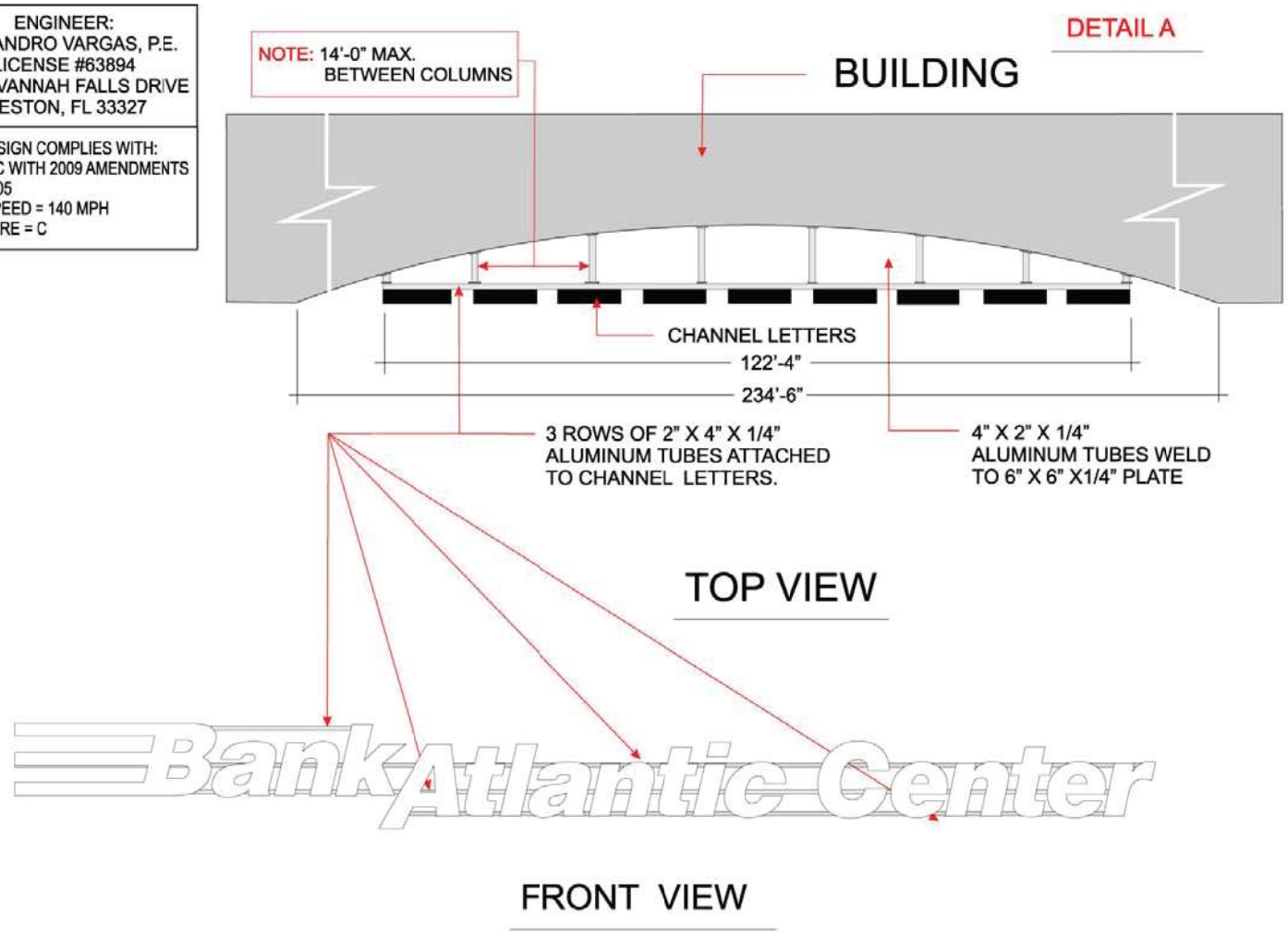
East Elevation LED sign

ENGINEER:
ALEJANDRO VARGAS, P.E.
LICENSE #63894
927 SAVANNAH FALLS DRIVE
WESTON, FL 33327

THIS DESIGN COMPLIES WITH:
2007 FBC WITH 2009 AMENDMENTS
ASCE 7-05
WIND SPEED = 140 MPH
EXPOSURE = C



COLOR CHART
Pantone 166 C
Pantone 282 C

AMERANT BANK ARENA

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SIGNS AND WRAPS

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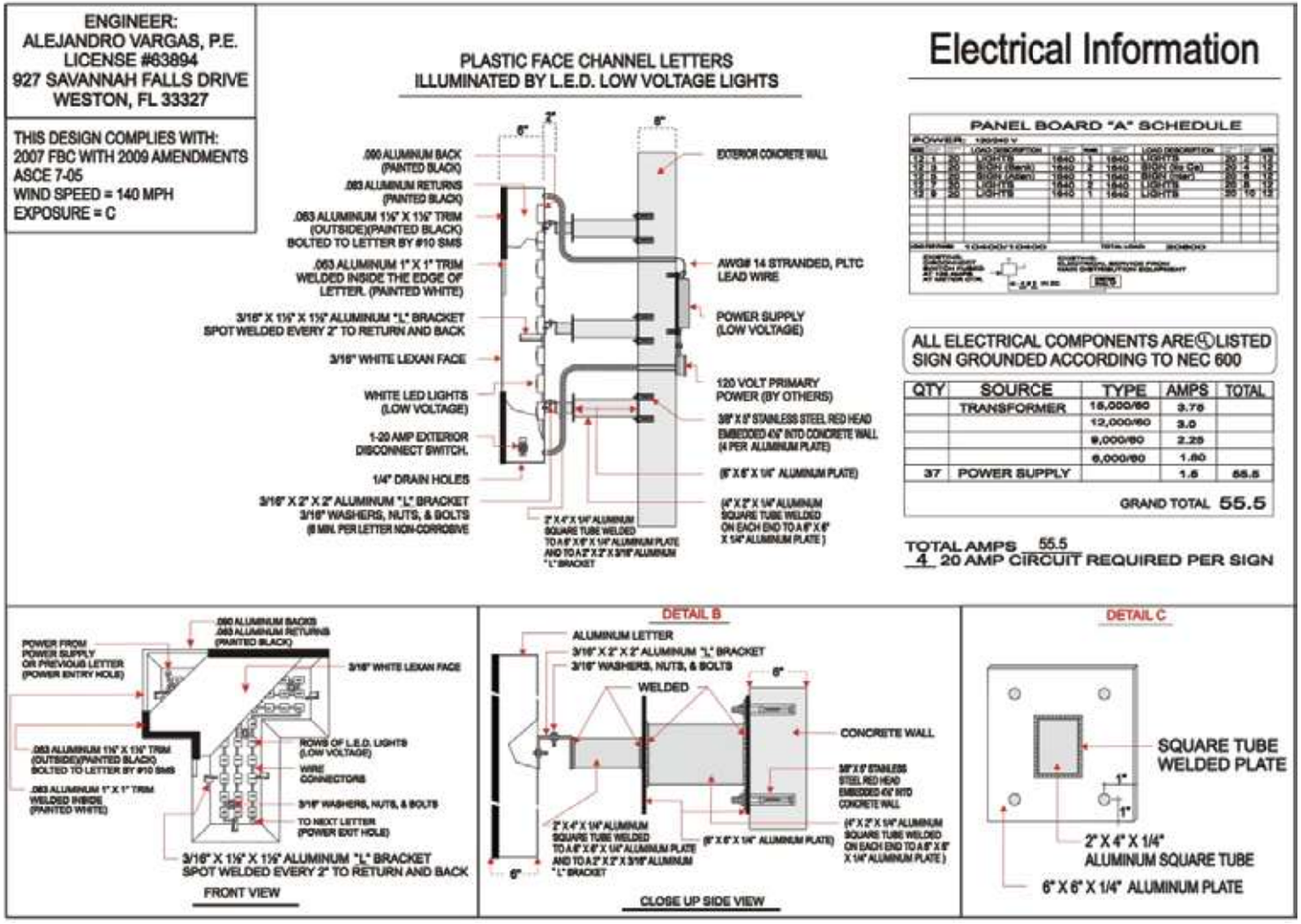
East Elevation LED sign



COLOR CHART
Pantone 166 C
Pantone 282 C

AMERANT BANK ARENA

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

LED DISPLAY MARQUEE 136th

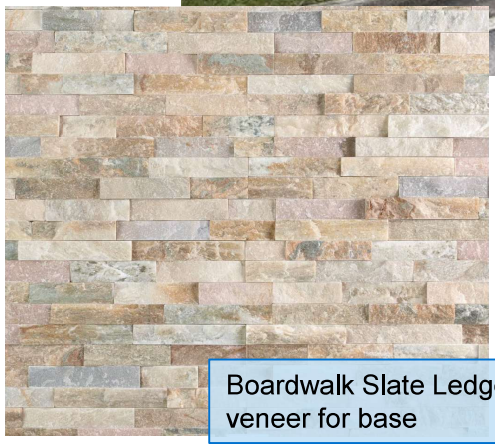
Panthers Stadium – new marquee rendering 136th

City requests – to add stone veneer to the base and install plants that will cover at least half of the base. Base is 9' therefore the back hedge (Clusia) planted height will be a minimum of 5' tall.

Back Clusia hedge to meet the 5' minimum requirement around the base

Red Copperleaf as lower-level front hedge

BrightView



Boardwalk Slate Ledger Panel – veneer for base

AMERANT BANK ARENA

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

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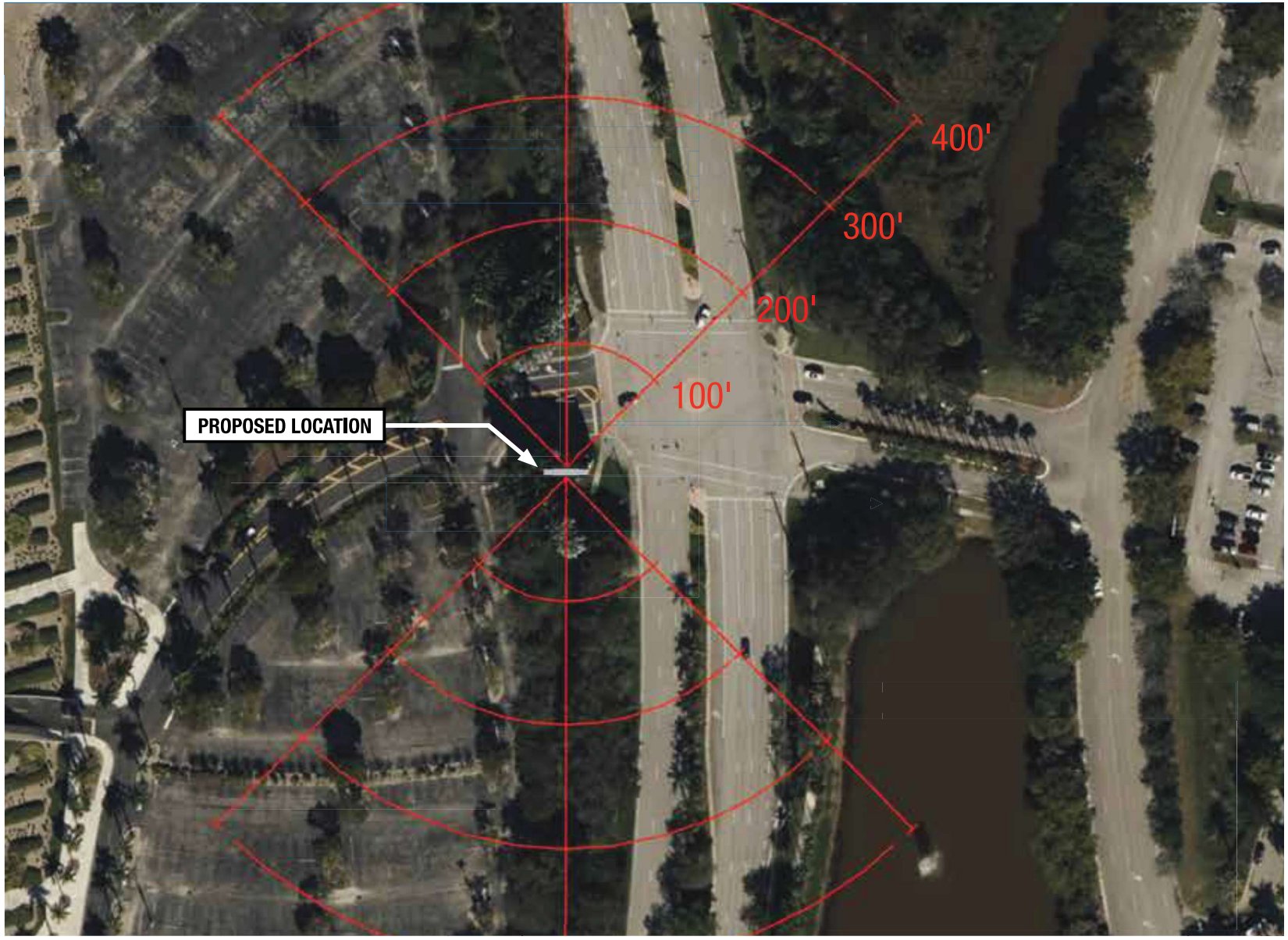
LED DISPLAY MARQUEE 136th



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Uniform Exterior Signage Plan for Amerant Bank Arena

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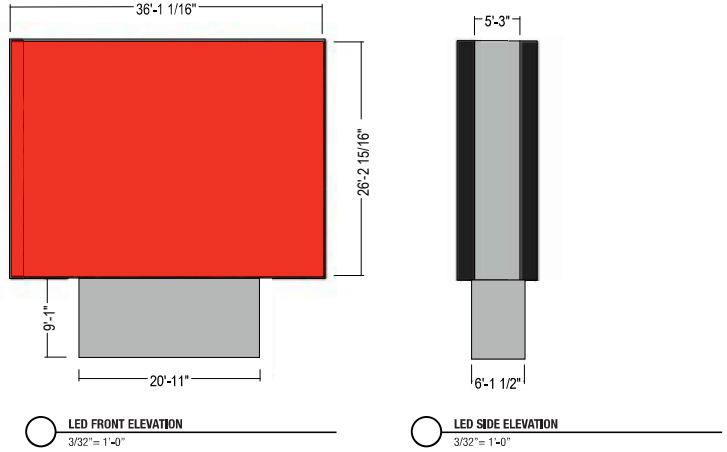
LED DISPLAY MARQUEE 136th

*REFER TO STRUCTURAL DRAWING SUBMISSION



LED DISPLAY MARQUEE FREEWAY

PROOFSHEET

MUST BE FIELD VERIFIED*

ANTHONY JAMES PARTNERS

3900 WESTERRE PARKWAY, SUITE 300 804.727.0070
RICHMOND, VIRGINIA 23233 www.anthonyjamespartners.com

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FLORIDA PANTHERS, AMERANT BANK ARENA

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

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AMERANT BANK ARENA

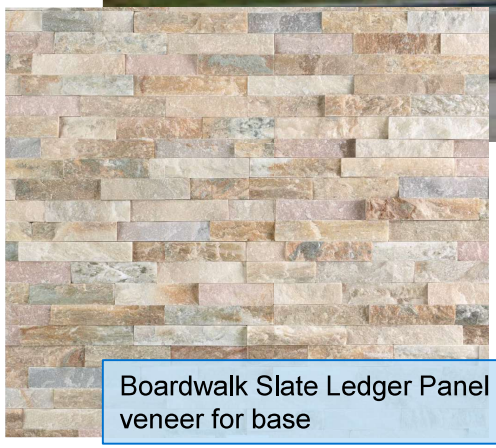
LED DISPLAY MARQUEE FREEWAY

Panthers Stadium – new marquee rendering
City requests – to add stone veneer to the base and install plants that will cover at least half of the base. Base is 17'2" therefore the back hedge (Clusia) planted height will be a minimum of 10' tall.

Back Clusia hedge to meet the 10' minimum requirement around the base

Red Copperleaf as lower-level front hedge

BrightView



Boardwalk Slate Ledger Panel – veneer for base

AMERANT BANK ARENA

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

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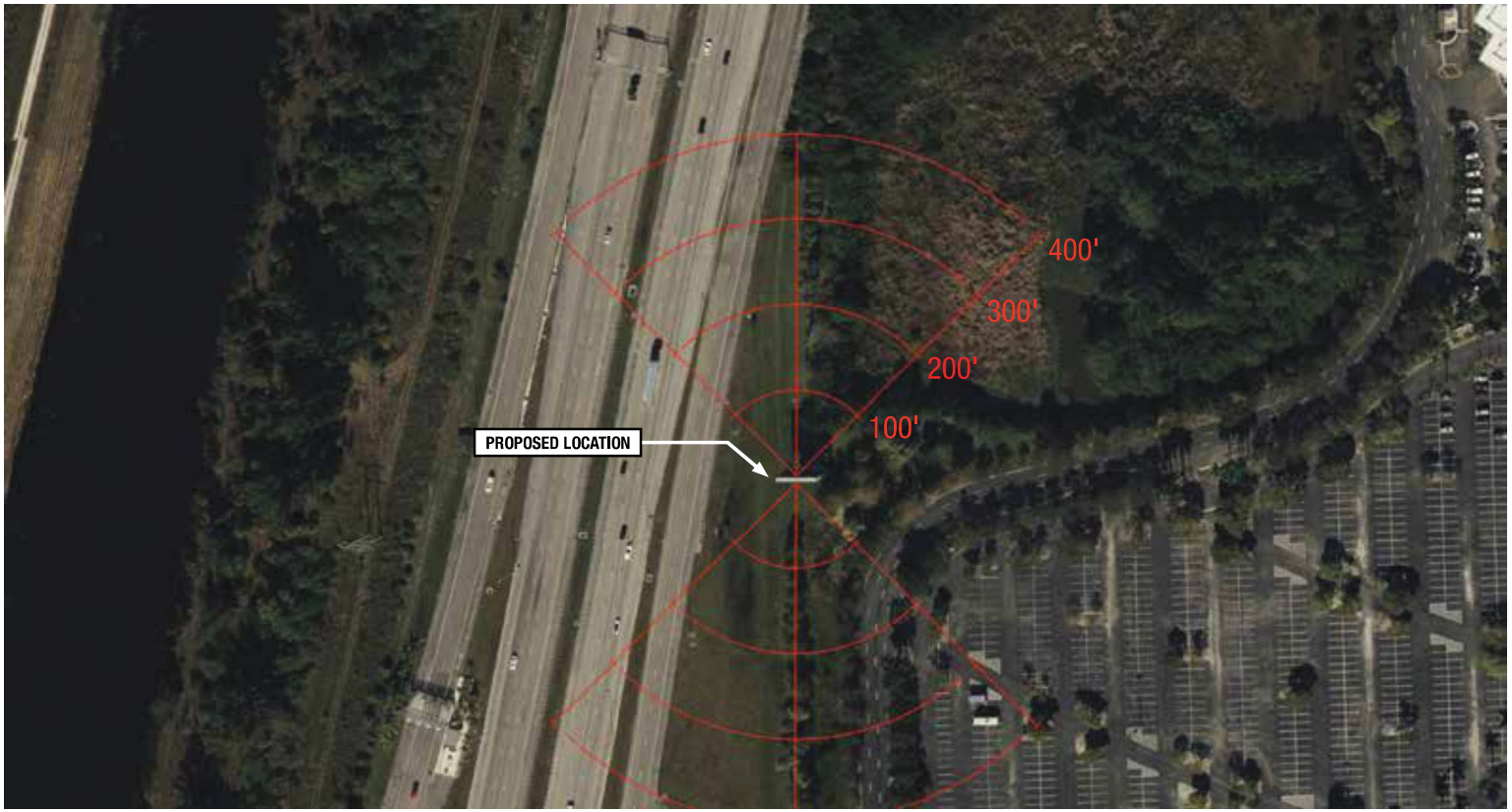
LED DISPLAY MARQUEE FREEWAY



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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

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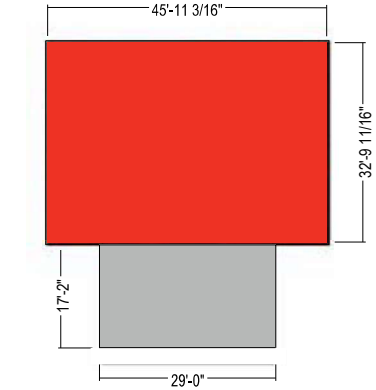
AMERANT BANK ARENA

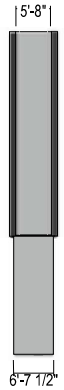
AMERANT BANK ARENA

LED DISPLAY MARQUEE FREEWAY

*REFER TO STRUCTURAL DRAWING SUBMISSION



LED FRONT ELEVATION
1/16" = 1'-0" (1:192)



LED SIDE ELEVATION
1/16" = 1'-0" (1:192)

LED DISPLAY MARQUEE FREEWAY

PROOFSHEET

MUST BE FIELD VERIFIED*

ANTHONY JAMES PARTNERS
3900 WESTERRE PARKWAY, SUITE 300
RICHMOND, VIRGINIA 23233
804.727.0070
www.anthonyjamespartners.com

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FLORIDA PANTHERS HOCKEY CLUB, LTD.

Directional Signs for Amerant Bank Arena

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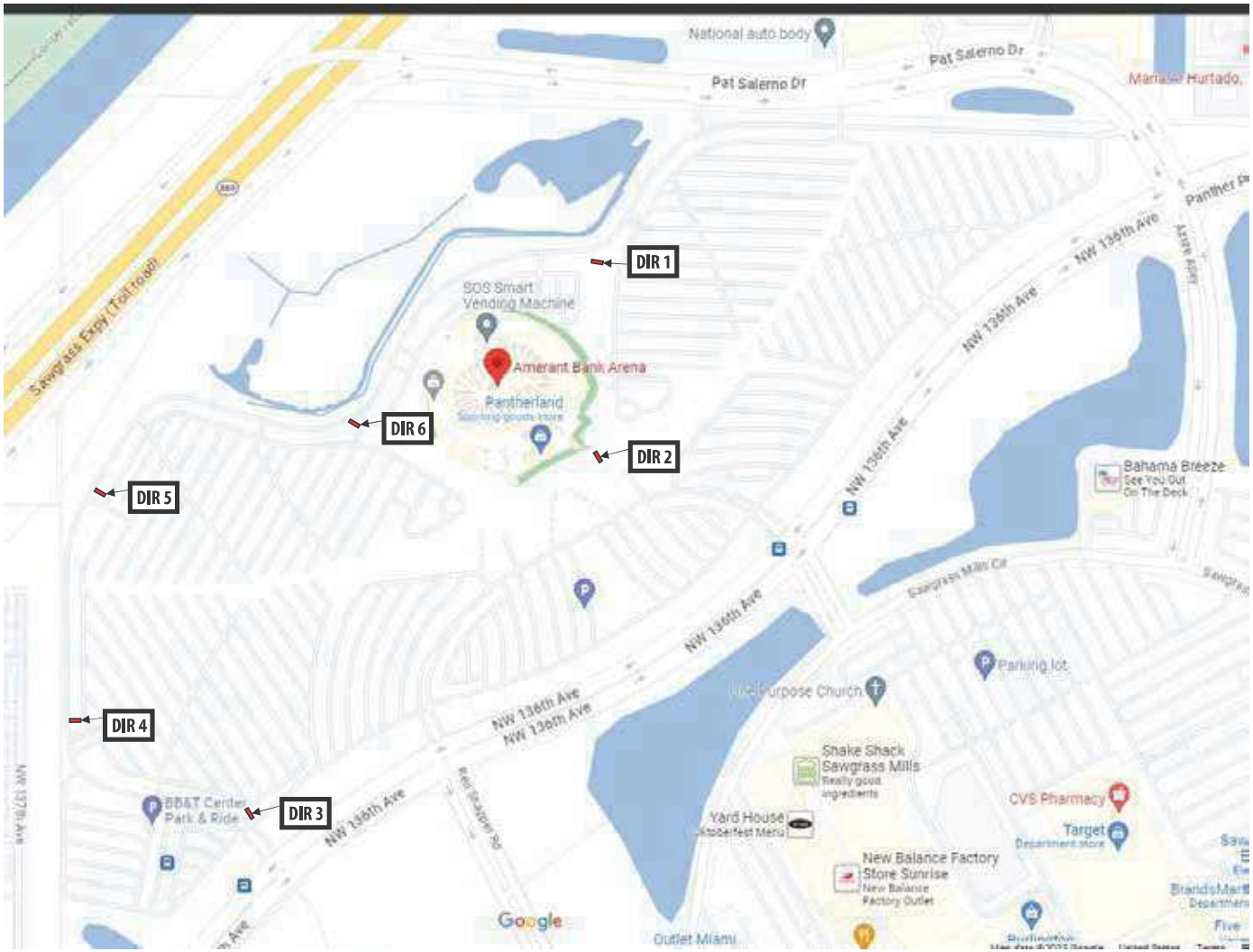
AMERANT BANK ARENA

AMERANT BANK ARENA



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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

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SCALE:	LIGHTING:

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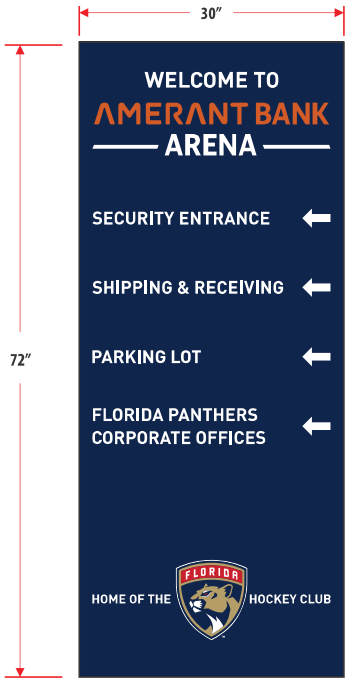
AMERANT BANK ARENA

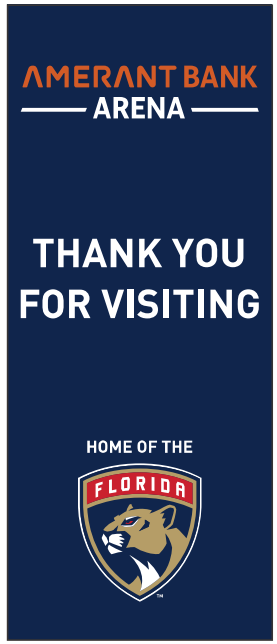
Directional signs



SIDE A

SIDE B

SIDE A



SIDE B

DIRECTIONAL 1 - BACK TUNNEL

SCALE: 1″=1′-0″

DIRECTIONAL 2 - FRONT TUNNEL

SCALE: 1″=1′-0″

COLOR CHART
Pantone 166 C
Pantone 282 C

AMERANT BANK ARENA

ADGRAPHICS.US
SIGNS AND WRAPS

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

Directional signs

SIDE A

SIDE B

DIRECTIONAL 3 - AT GATE 7

SCALE: 1″=1′-0″

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

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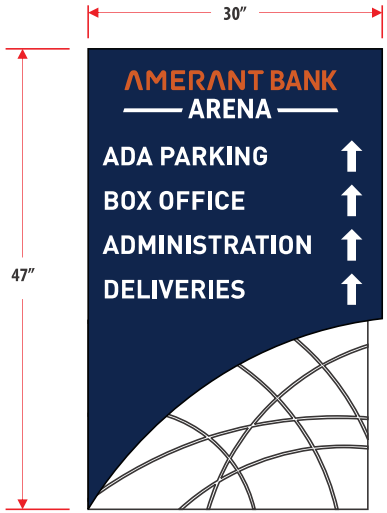
DISCLAIMER

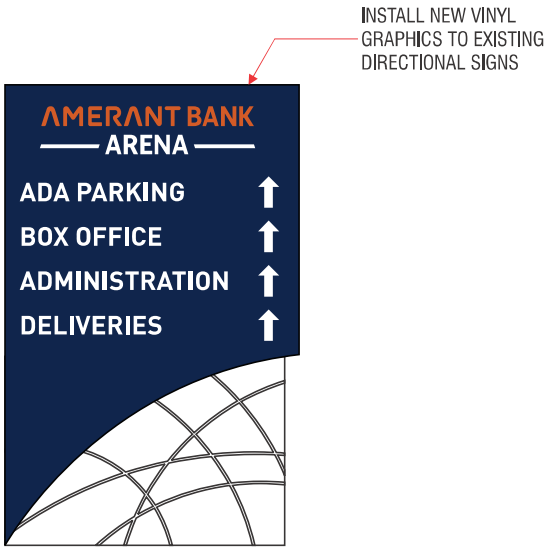
AMERANT BANK ARENA

AMERANT BANK ARENA

Directional signs



DIRECTIONAL 4 - AT GATE 7
SCALE: 1"=1'-0"



DIRECTIONAL 5 - AT GATE 7
SCALE: 1"=1'-0"

DIRECTIONAL 6 - AT GATE 7
SCALE: 1"=1'-0"

AMERANT BANK ARENA

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
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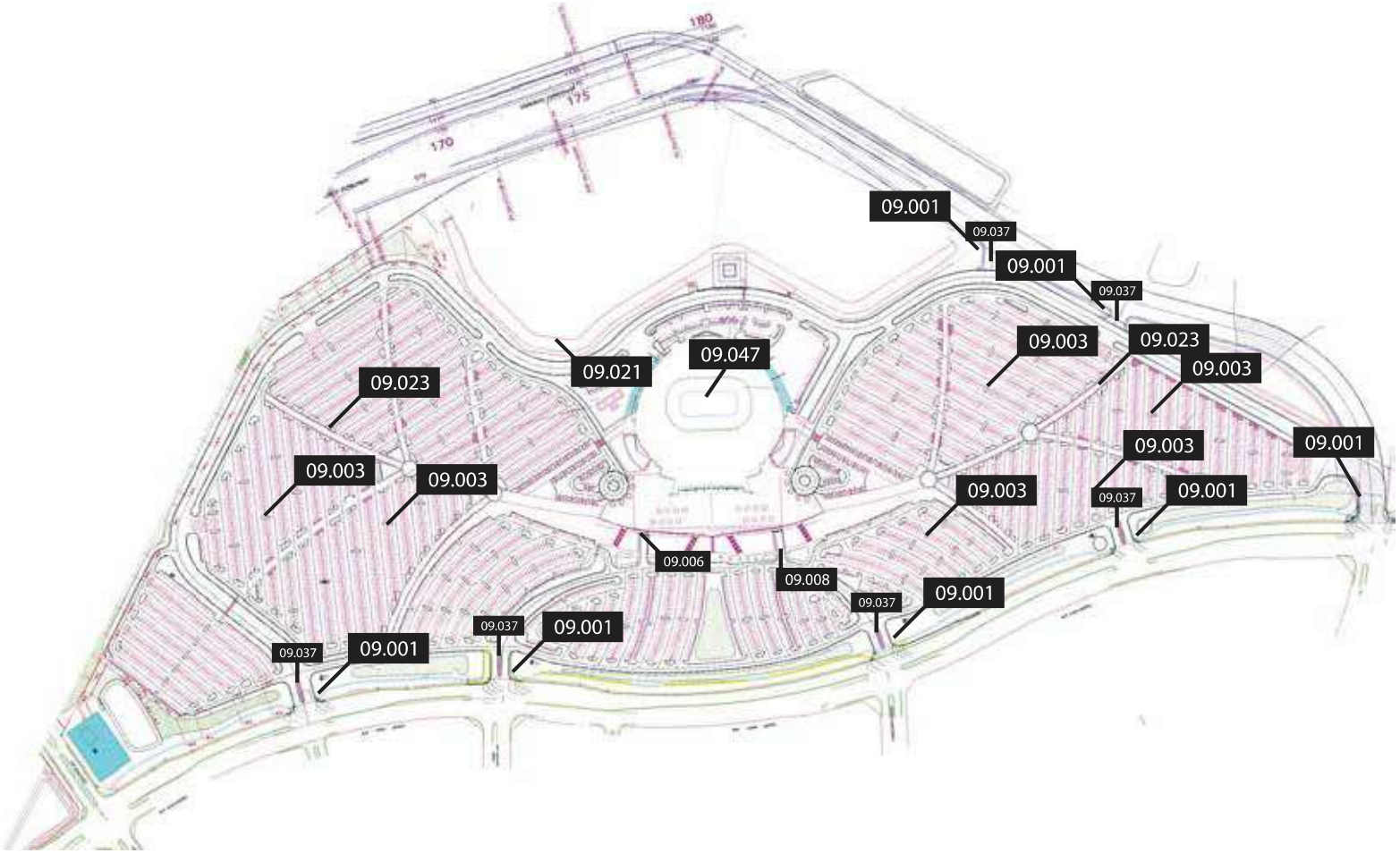
AMERANT BANK ARENA

Map 1



AMERANT BANK ARENA

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SIGNS AND WRAPS

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

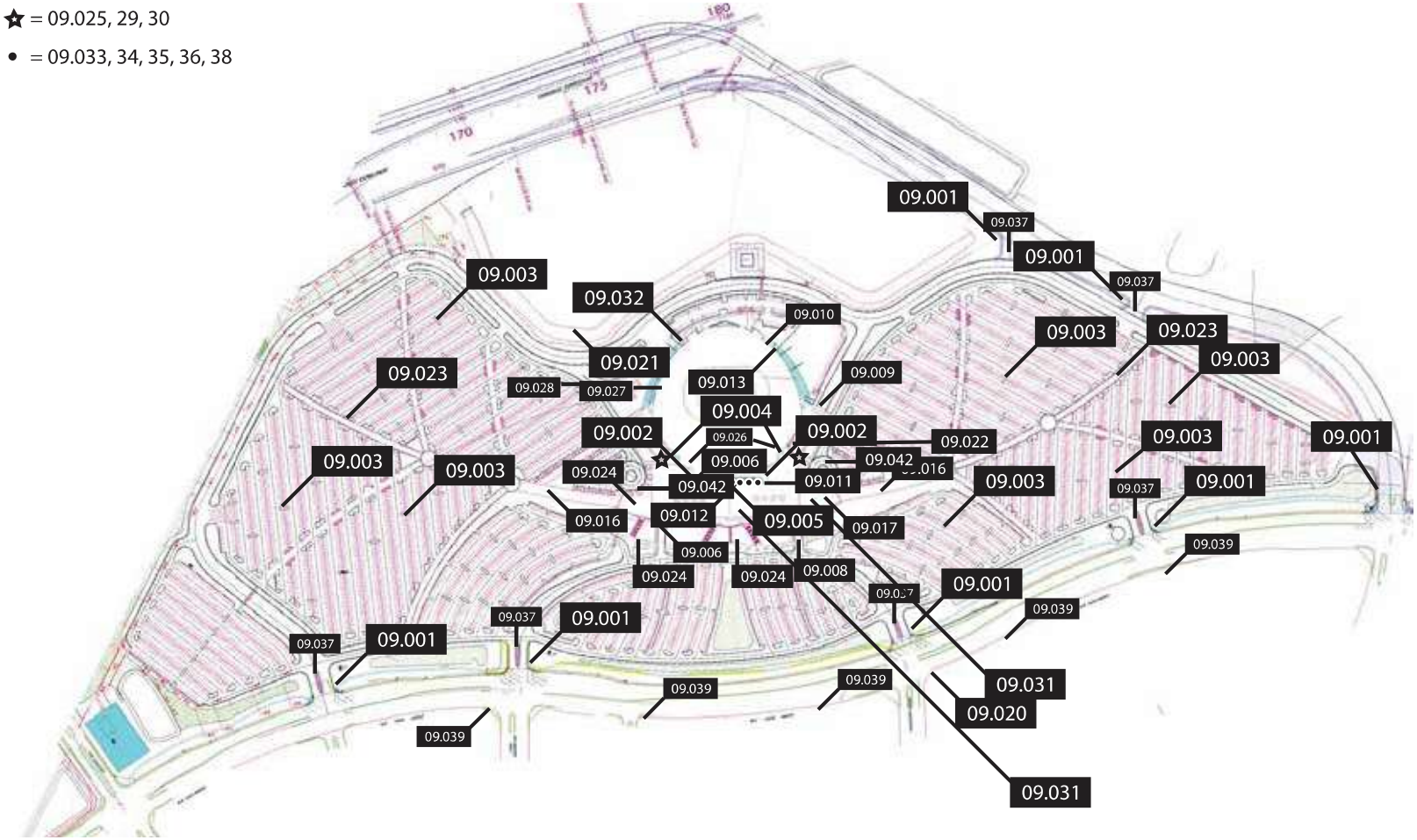
AMERANT BANK ARENA

Sign Location Plan

Map 2

★ = 09.025, 29, 30

• = 09.033, 34, 35, 36, 38



AMERANT BANK ARENA

ADGRAPHICS.US
SIGNS AND WRAPS

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Uniform Exterior Signage Plan for Amerant Bank Arena

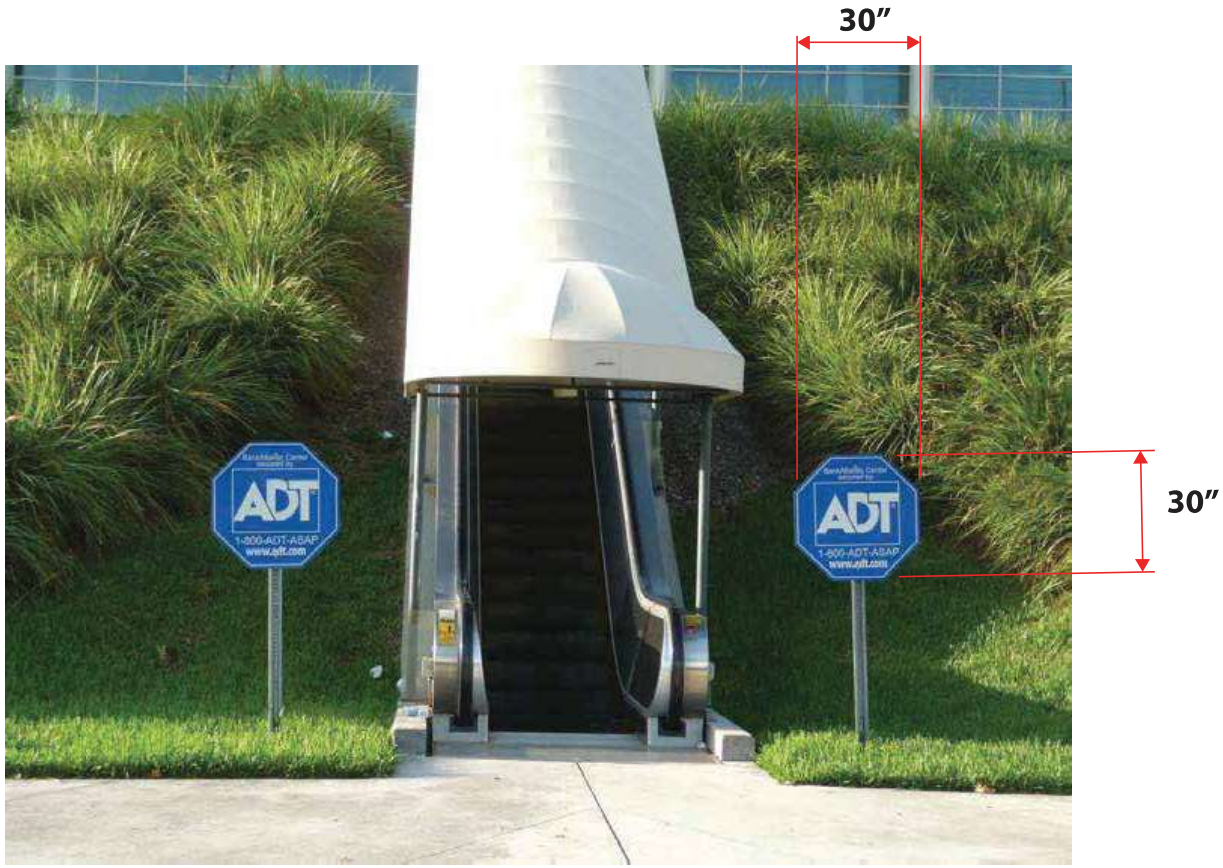
ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

ALUMINUM OCTAGON STOP SIGN SHAPE - ADT SIGN



MATERIALS: .080 Aluminum Octagon Shaped Sign

DIMENSIONS: 30” W x 30” H

Location 09.004

TOTAL: (14)

ADGRAPHICS.US
SIGNS AND WRAPS

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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

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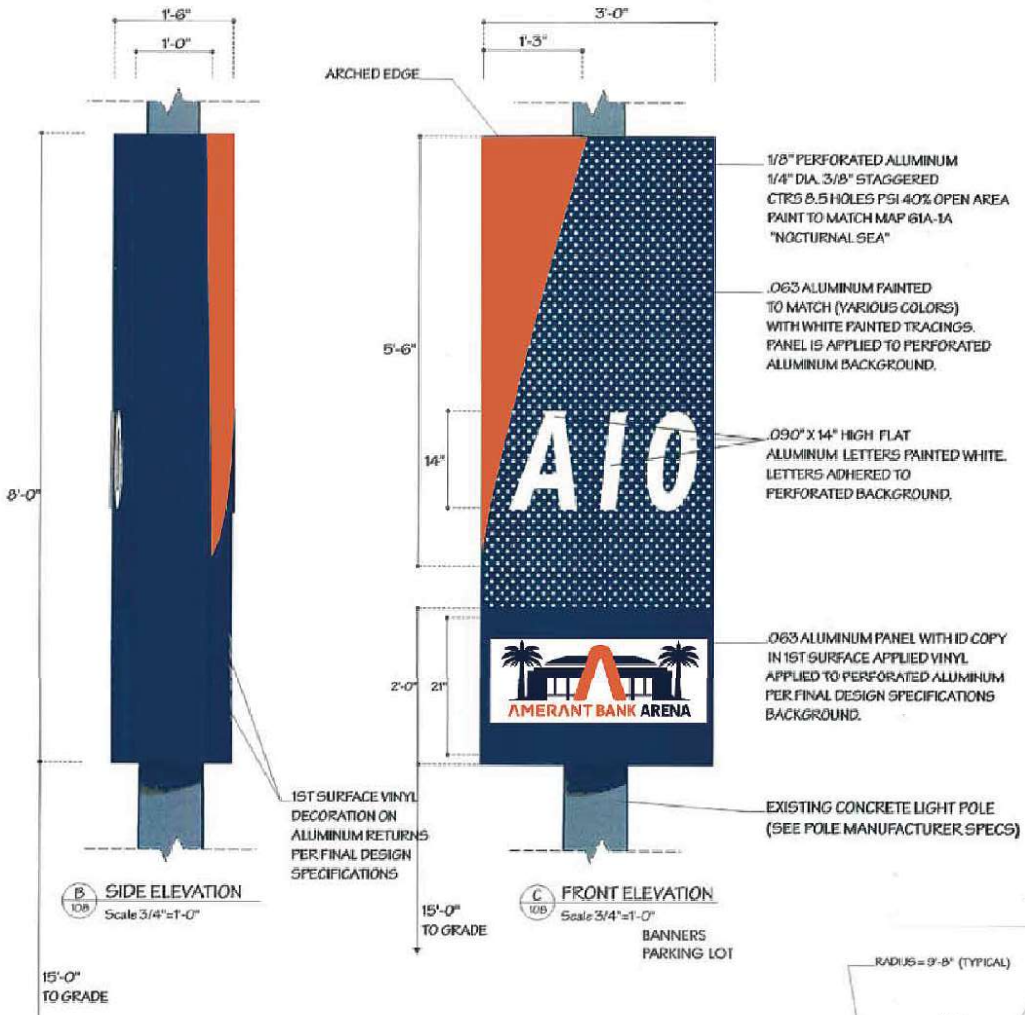
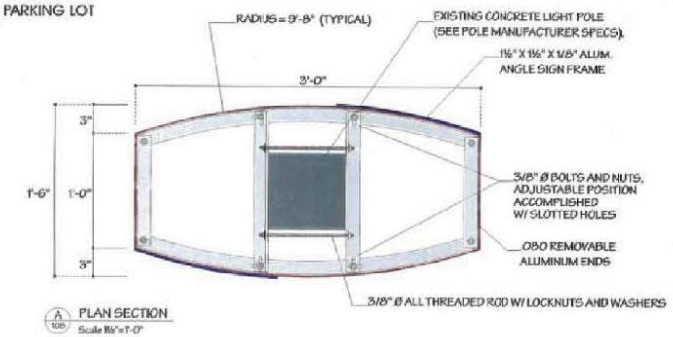
Banners Parking Lot



Location 09.003



COLOR CHART
Pantone 166 C
Pantone 282 C

AMERANT BANK ARENA

ADGRAPHICS.US
SIGNS AND WRAPS

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
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DISCLAIMER

AMERANT BANK ARENA

Welcome Thank You Sign

Location 09.003

TOTAL: (1)

30” w x 60” h
Aluminum Frame
Applied 3M Vinyl

COLOR CHART
Pantone 166 C
Pantone 282 C

ADGRAPHICS.US
SIGNS AND WRAPS

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ONE PANTHER PARKWAY
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AMERANT BANK ARENA

AMERANT BANK ARENA

Lightpost Inserts

9″ W x 39.75″ H
Back To Back Inserts

Location 09.017

TOTAL: (112)

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ONE PANTHER PARKWAY SUNRISE, FL 33323

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Letter's Lot Signs

Location 09.023

TOTAL: (20)

30" W X 48" H
REFLECTIVE 3M VINYL
MOUNTED TO: .080 ALUMINUM SHEET

COLOR CHART
Pantone 166 C
Pantone 282 C

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ONE PANTHER PARKWAY
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AMERANT BANK ARENA

FLORIDA PANTHERS HOCKEY CLUB, LTD.

Gate Signs for Amerant Bank Arena

AMERANT BANK ARENA

ADGRAPHICS.US SIGNS AND WRAPS
CONTRACTOR
JOB NAME AND ADDRESS **Uniform Exterior Signage Plan for Amerant Bank Arena** ONE PANTHER PARKWAY SUNRISE, FL 33323
DATE: 8/27/24 / DESIGNER:
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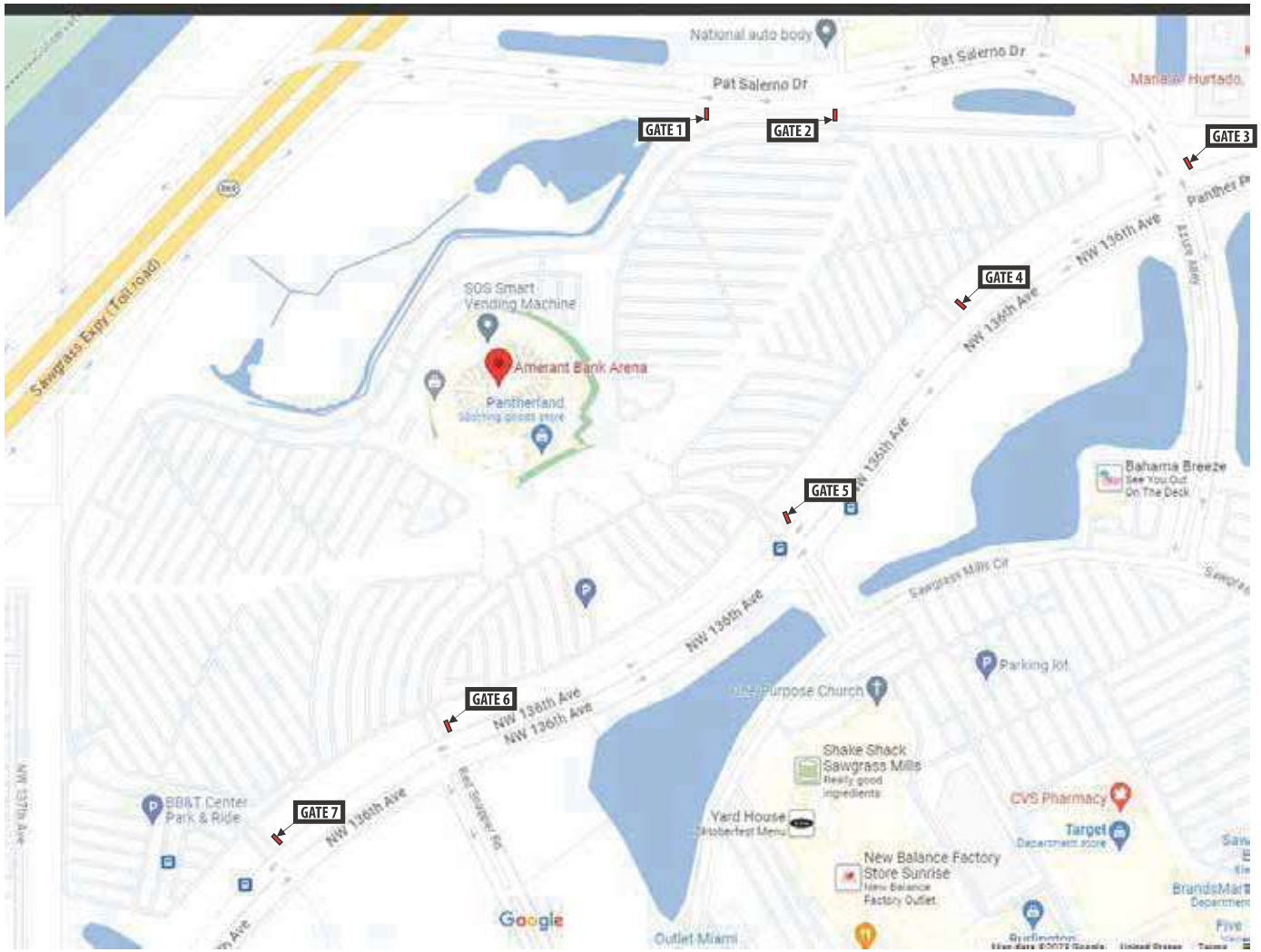

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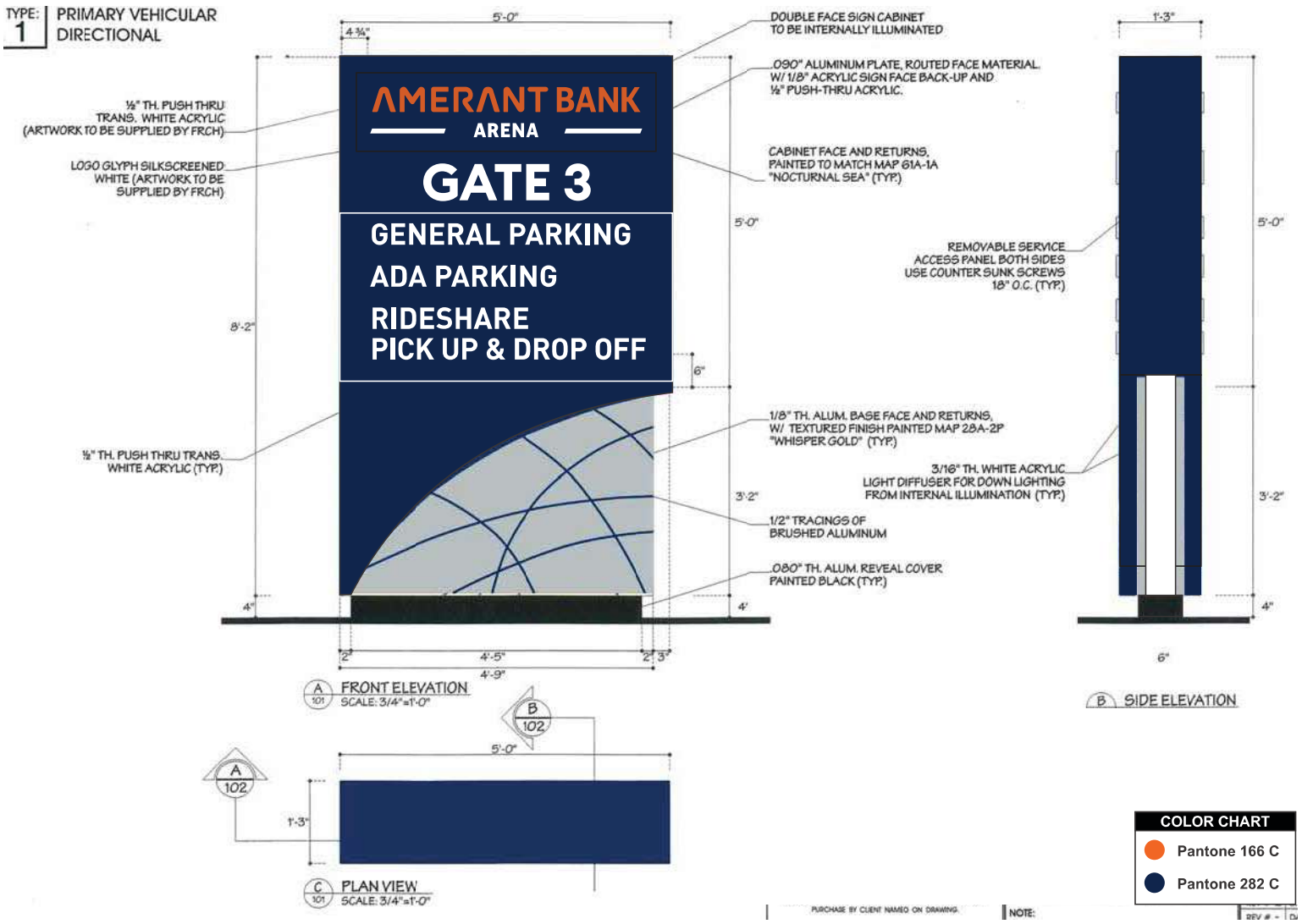
AMERANT BANK ARENA

AMERANT BANK ARENA

Gate Monument signs



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Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
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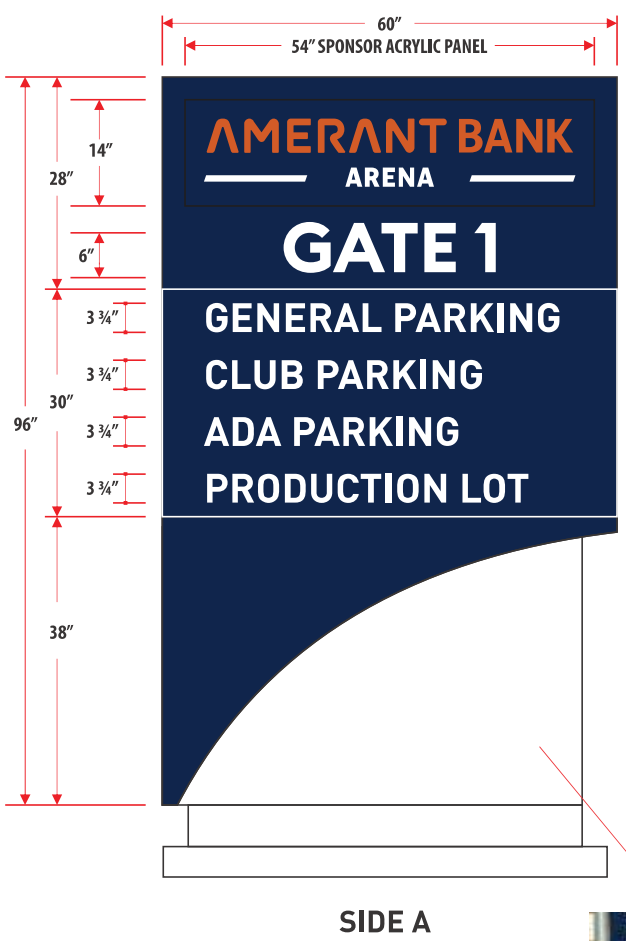
AMERANT BANK ARENA

Gate Monument sign



SIDE A

Concrete base
Paint white

SIDE B

SIDE C

SIDE D

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 1 - MONUMENT SIGN REFACE

SCALE ¾″: 1′ -0″ -

AMERANT BANK ARENA

ADGRAPHICS.US
SIGNS AND WRAPS

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
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Gate Monument sign

SIDE A

Concrete base
Paint white

SIDE B

SIDE C SIDE D

NOTE: THIS GATE SIGN IS NON-ILLUMINATED. WILL PAINT EXISTING PANELS AND APPLY REFLECTIVE VINYL TO FACES

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 2 - MONUMENT SIGN REFACE
SCALE: ¾″=1′-0″

AMERANT BANK ARENA

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ONE PANTHER PARKWAY
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AMERANT BANK ARENA

Gate Monument sign

Concrete base
Paint white

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 3 - MONUMENT SIGN REFACE
SCALE: ¾″=1′-0″

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AMERANT BANK ARENA

Gate Monument sign

Concrete base
Paint white

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 4 - MONUMENT SIGN REFACE
SCALE: ¾″=1′-0″

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SUNRISE, FL 33323

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Gate Monument sign

SIDE A

Concrete base
Paint white

SIDE B

SIDE C SIDE D

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 5 - MONUMENT SIGN REFACE
SCALE: ¾″=1′-0″

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Gate Monument sign

SIDE A

Concrete base
Paint white

SIDE B

SIDE C SIDE D

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 6 - MONUMENT SIGN REFACE
SCALE: ¾″=1′-0″

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ONE PANTHER PARKWAY
SUNRISE, FL 33323

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AMERANT BANK ARENA

Gate Monument sign

Concrete base
Paint white

COLOR CHART
Pantone 166 C
Pantone 282 C

GATE 7 - MONUMENT SIGN REFACE

SCALE: ¾″=1′-0″

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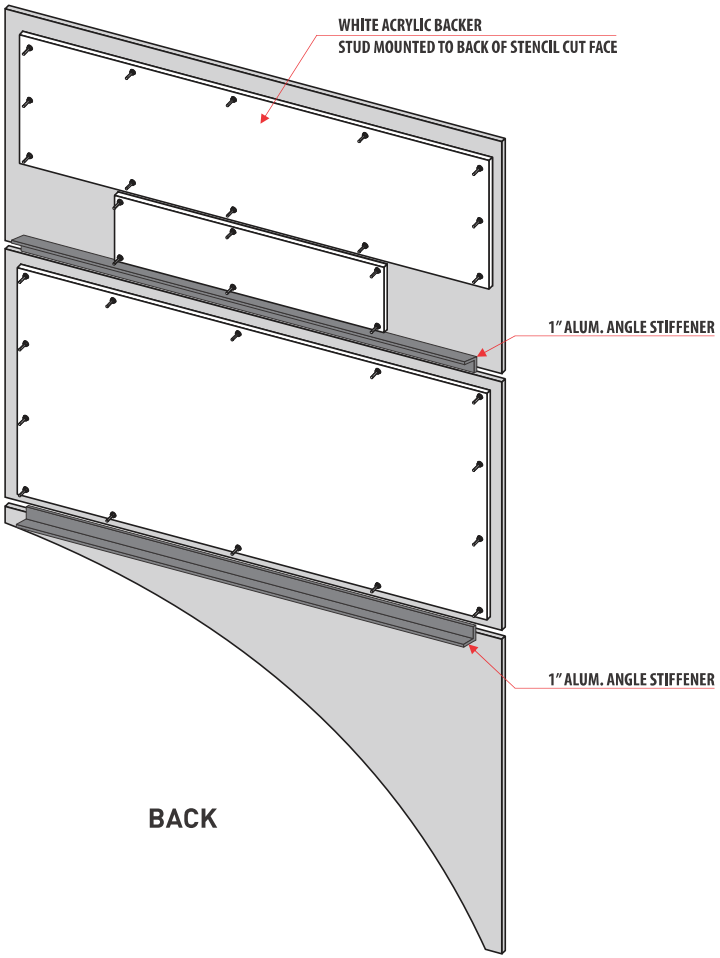
Gate Monument sign Reface

FRONT



BACK

TYPICAL FABRICATION DETAILS
SCALE: NTS

COLOR CHART
Pantone 166 C
Pantone 282 C

AMERANT BANK ARENA

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

FLORIDA PANTHERS HOCKEY CLUB, LTD.

Special Events / Seasonal Banners & Window Graphics

AD GRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Entrance Exterior Side Banners

Front View Right Side

Front view Left Side

ADGRAPHICS.us
SIGNS AND WRAPS

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JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Entrance Exterior Side Banners

Front View Right Side

Front view Left Side

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

Special Event Northwest Side Banners

Dimensions:
60′ W X 64′ H
Graphics on 3M Vinyl

ADGRAPHICS.US
SIGNS AND WRAPS

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JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Main Entrance 3M film Window Graphics

Graphics on
3M 60/40 Perforated vinyl
printed CMYK color

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

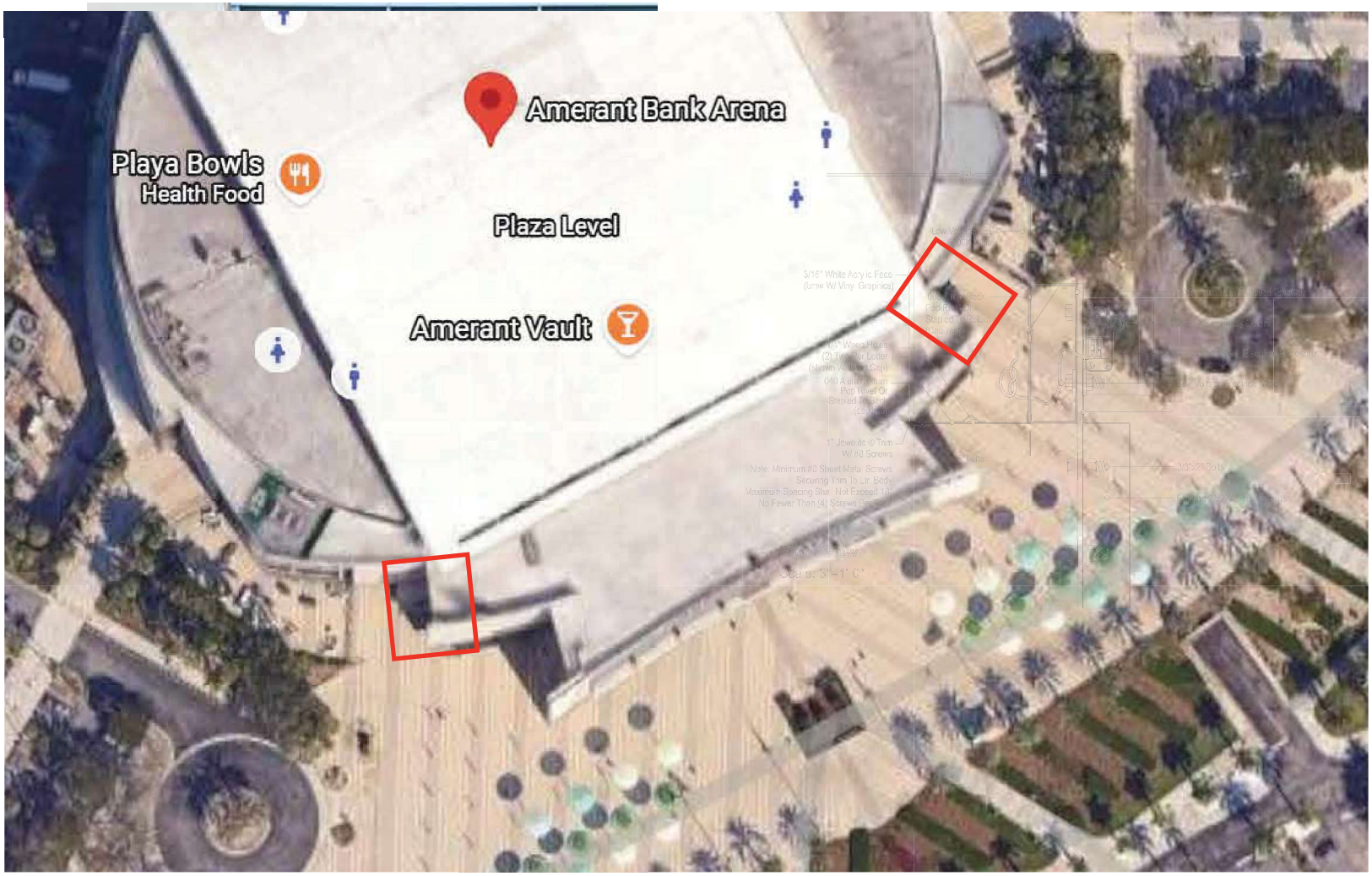
ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

SEATGEEK Top Window graphics



AMERANT BANK ARENA

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

SEATGEEK Top Window graphics

3M 60/40 Window graphics
Size: 31' FT x 9' FT

Qty: (2)

AMERANT BANK ARENA

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

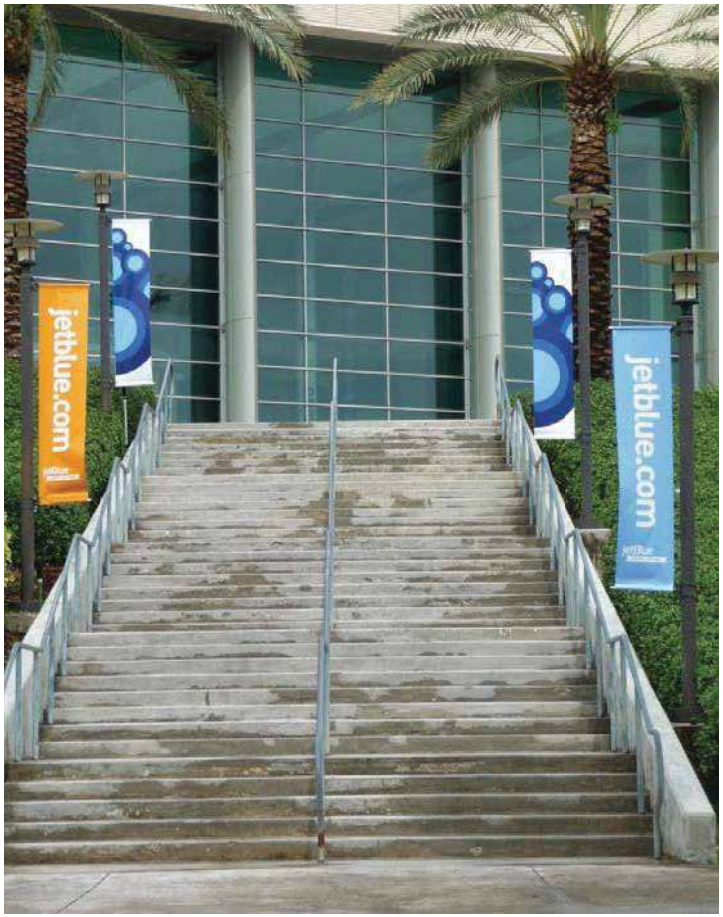
ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

Outdoor Double Sided Pole Banners (Staircase)



Size may vary
4 Staircases, 4 Banners Each

TOTAL: (16)

AMERANT BANK ARENA

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

Outdoor Double Sided Pole Banners

Size may vary

TOTAL: (44)

AMERANT BANK ARENA

AMERANT BANK ARENA

ADGRAPHICS.US
SIGNS AND WRAPS

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JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

Exterior Gobo Graphic Projection Sign

35’

Projectors will be on from 6pm-10pm on event days only.

Images Cycle Through Every Minute

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Proposed Double Sided Event Pole Banners

LOCATION:
Panther Parkway & 136th Street

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

FLORIDA PANTHERS HOCKEY CLUB, LTD.

Tunnel Signs

ADGRAPHICS.US SIGNS AND WRAPS
CONTRACTOR
JOB NAME AND ADDRESS **Uniform Exterior Signage Plan for Amerant Bank Arena** ONE PANTHER PARKWAY SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Tunnel Signs

AD GRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY SUNRISE, FL 33323

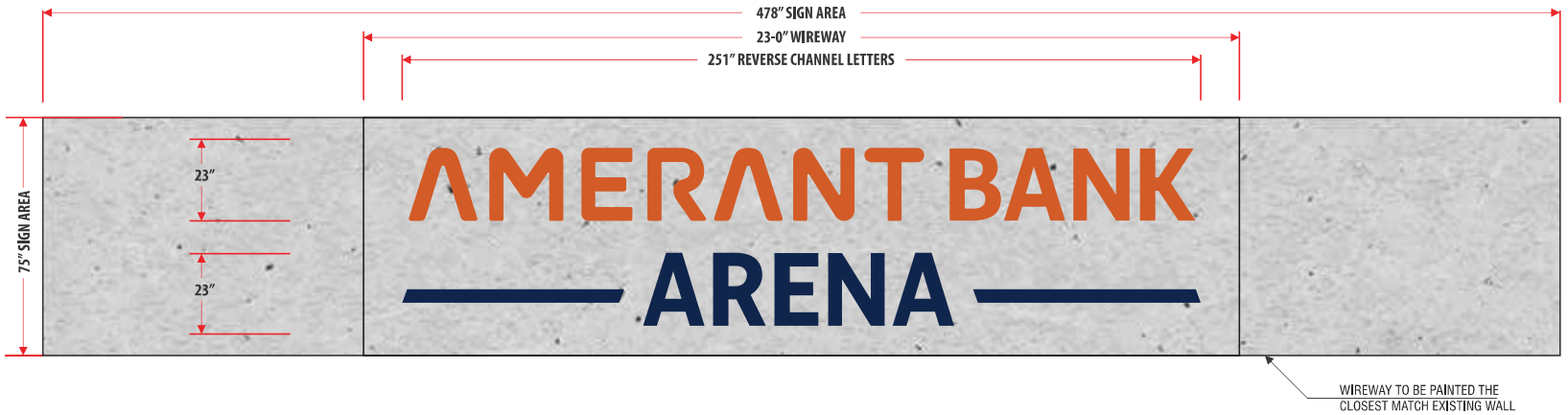
DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

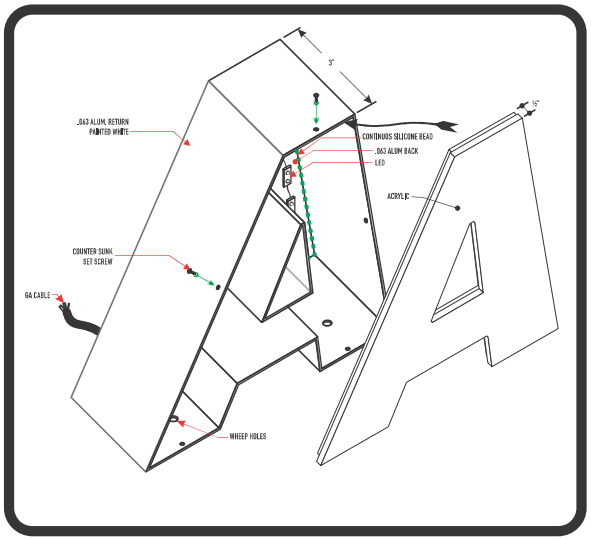
DISCLAIMER

AMERANT BANK ARENA

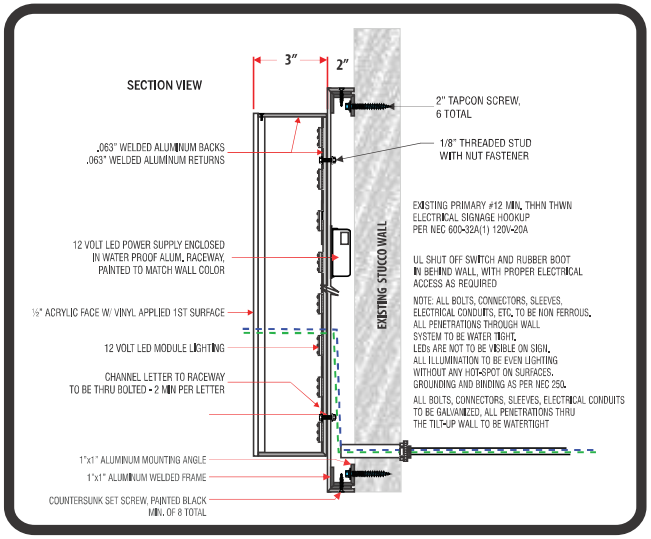
AMERANT BANK ARENA

Tunnel Sign 1





TRIMLESS CHANNEL LETTER DETAIL



FACE LIT, TRIMLESS CHANNEL LETTERS ATTACHED TO A FULL SIZE WIREWAY

COLOR CHART
Pantone 166 C
Pantone 282 C

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

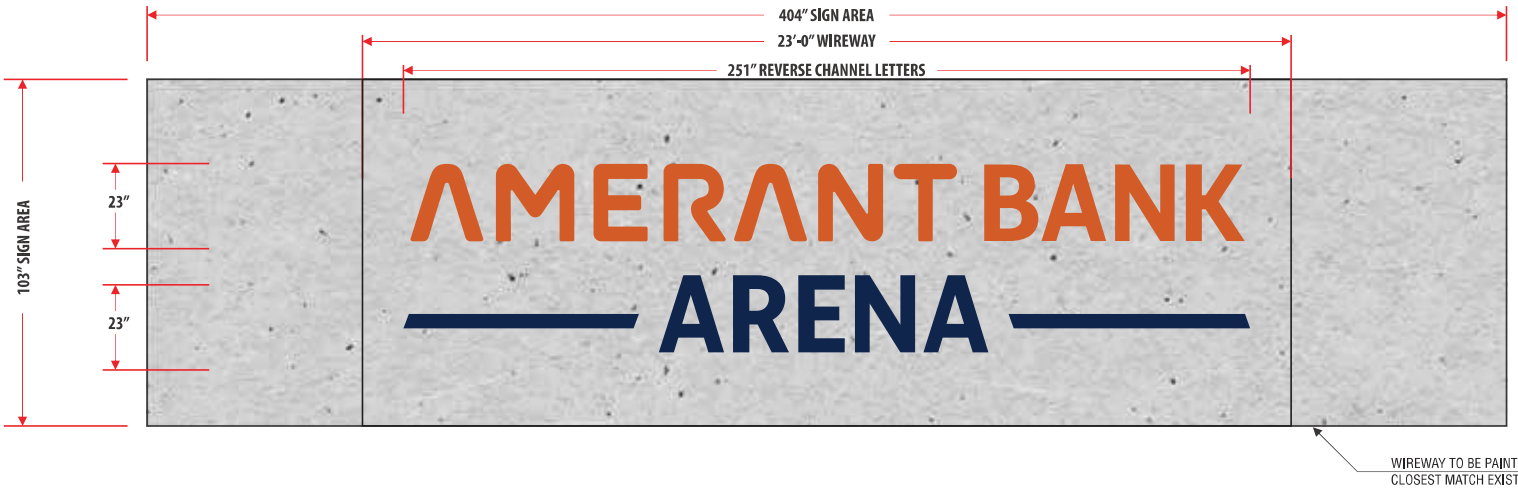
ONE PANTHER PARKWAY
SUNRISE, FL 33323

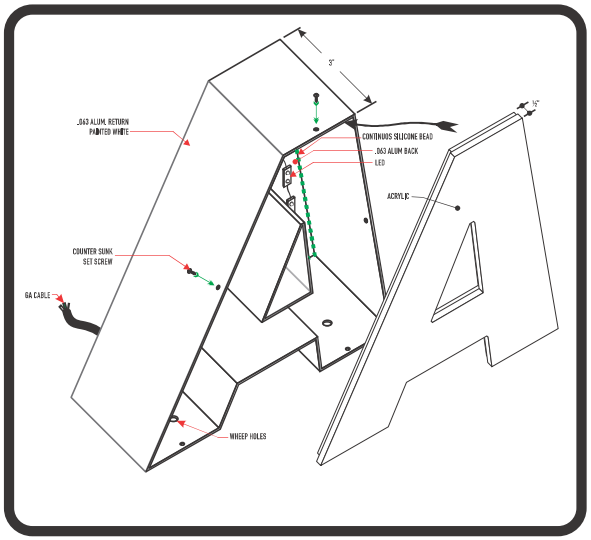
DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

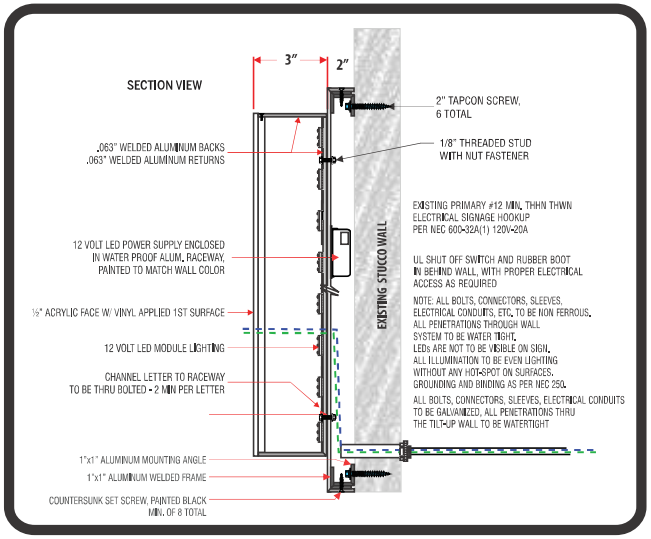
AMERANT BANK ARENA

Tunnel Sign 2





TRIMLESS CHANNEL LETTER DETAIL



FACE LIT, TRIMLESS CHANNEL LETTERS ATTACHED TO A FULL SIZE WIREWAY

COLOR CHART
Pantone 166 C
Pantone 282 C

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

FLORIDA PANTHERS HOCKEY CLUB, LTD.

Attached To Building Exterior Signage

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Pantherland

Front lit LED Channel Letters reading PANTHERLAND

Back will be .080 aluminum
Returns painted Red- 0.63 aluminum
Faces 3/16" white acrylic
Raceway 12" tall x 235"

AMERANT BANK ARENA

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

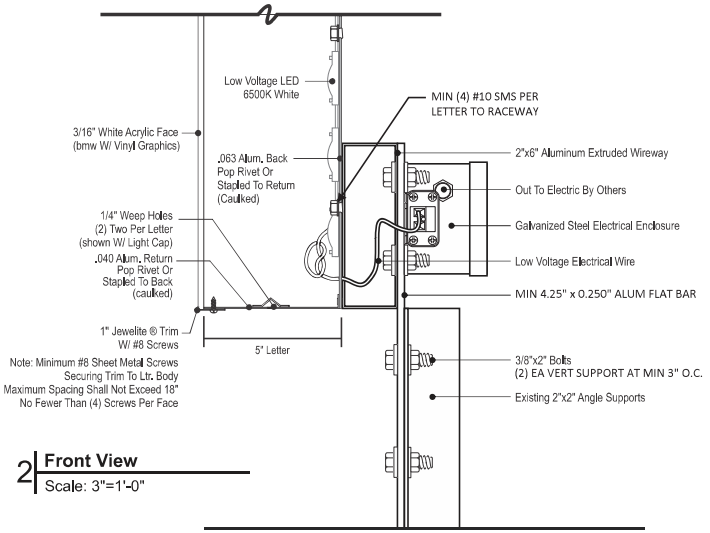
DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

Publix Entrance

Total Sq Ft 16'



2 Front View
Scale: 3"=1'-0"

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

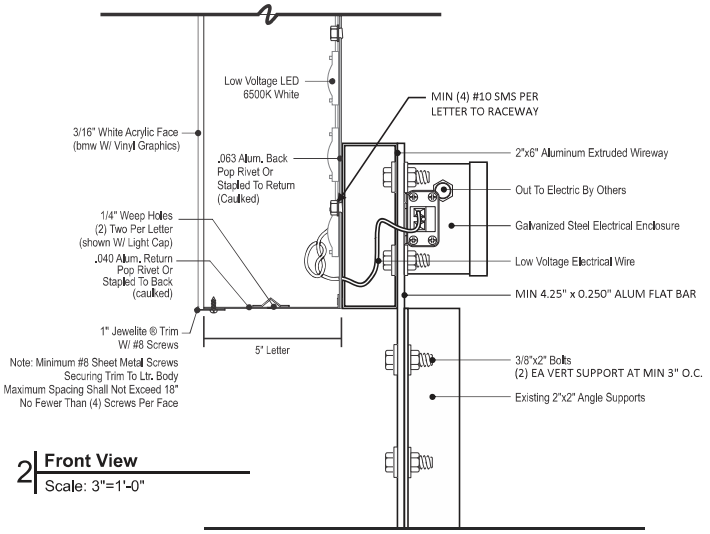
DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

SEATGEEK Entrance

Total Sq Ft 28'



2 Front View
Scale: 3"=1'-0"

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

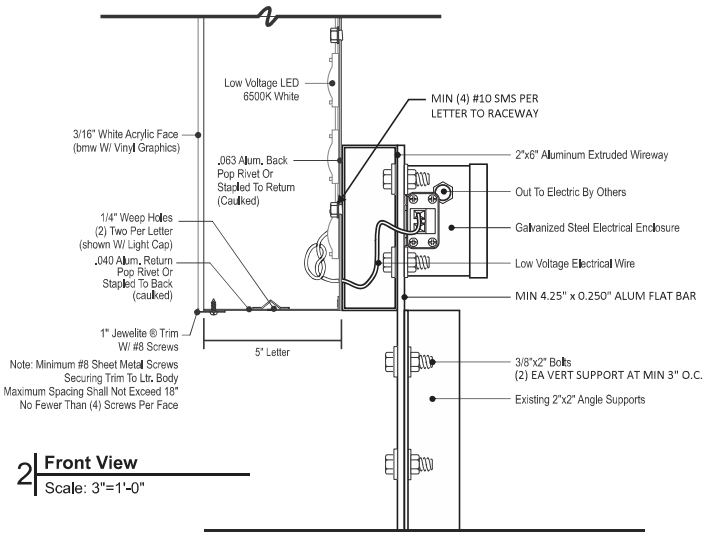
DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

SEATGEEK Will Call

Total Sq Ft 28'



2 Front View
Scale: 3"=1'-0"

AMERANT BANK ARENA

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

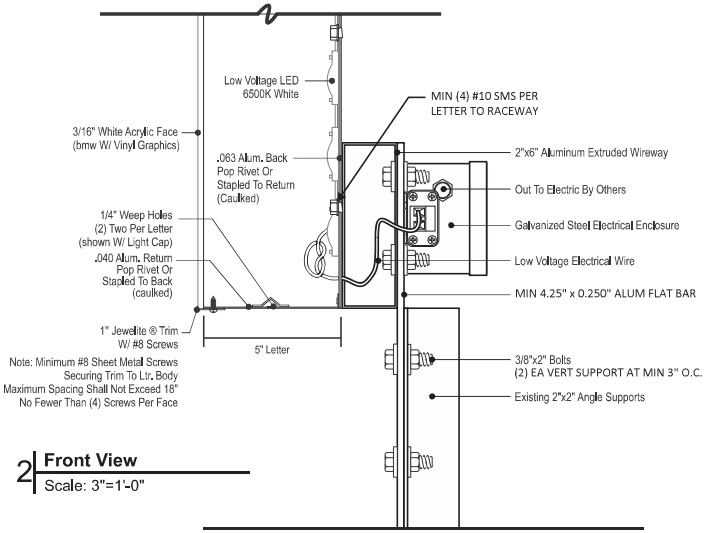
DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

SEATGEEK Box Office

Total Sq Ft 28'



2 **Front View**
Scale: 3"=1'-0"

AMERANT BANK ARENA

AD GRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

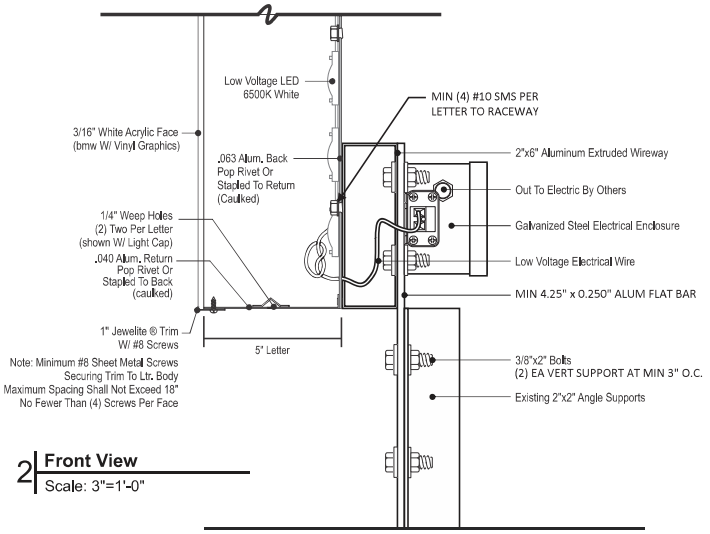
DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

BMW Entrance

Total Sq Ft 21′-4″



2 **Front View**
Scale: 3"=1'-0"

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

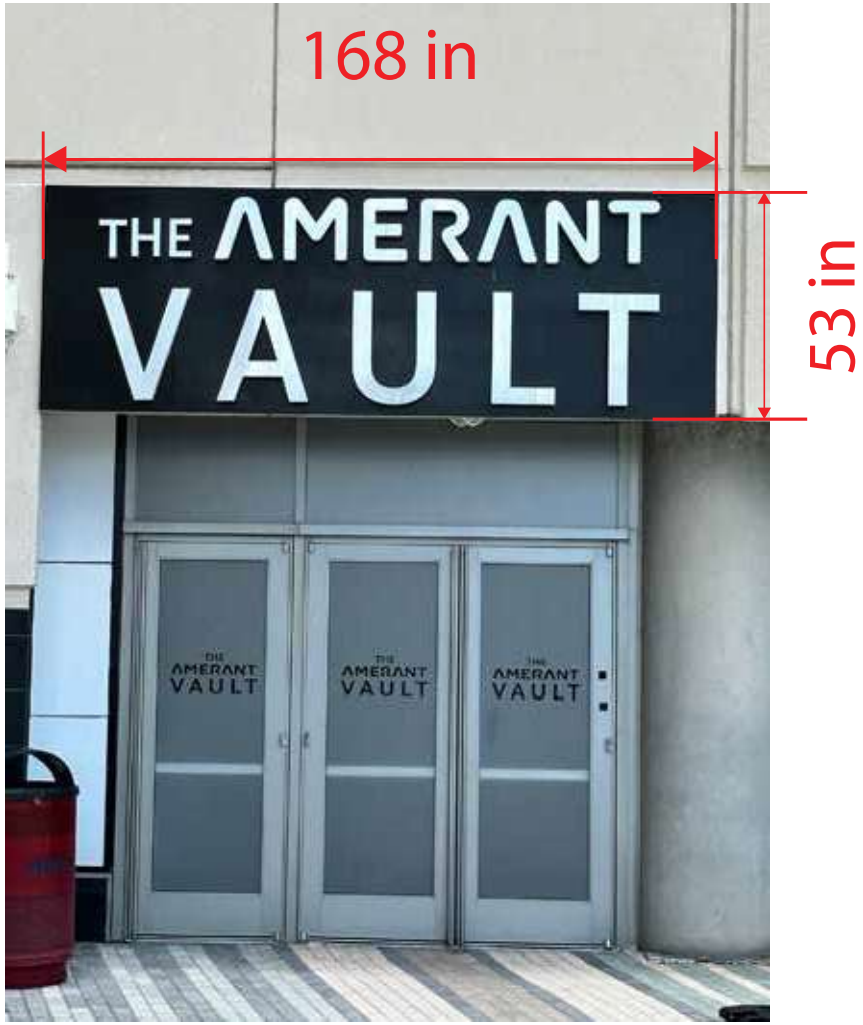
ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

The Amerant VAULT



Total sq Ft 61’-8”

AMERANT BANK ARENA

AdGraphics.us
SIGNS AND WRAPS

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JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

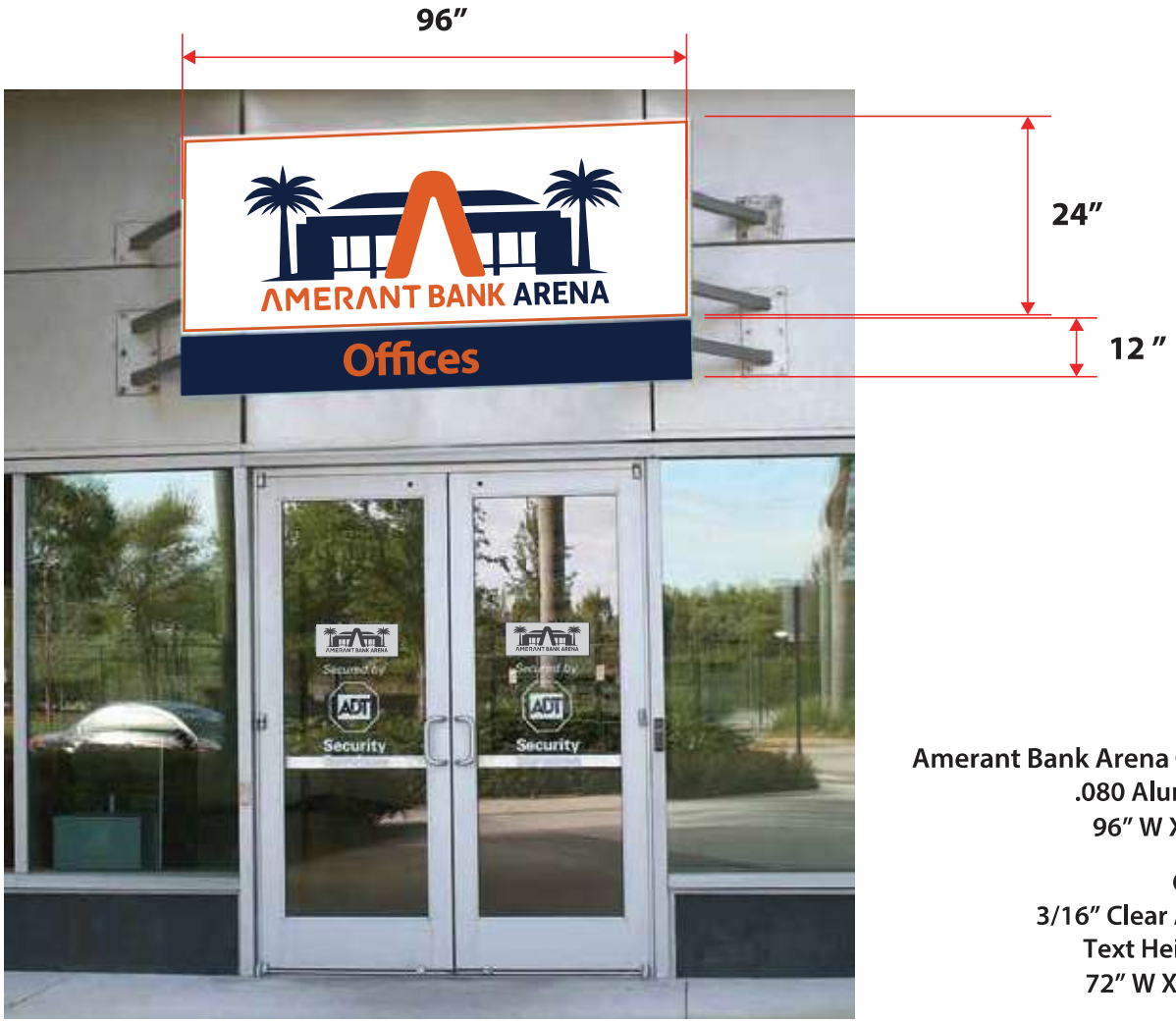
ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

Amerant Bank Arena Offices



Amerant Bank Arena Offices
.080 Aluminum
96” W X 24” H

Offices
3/16” Clear Acrylic
Text Height 9”
72” W X 12” H

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

SECURITY OFFICE Door Window Sign

Die-cut Vinyl Letters & Logos
20″ X 13″
White Cut Vinyl Top Of Doors
16″ X 16″

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

WHITE CUT VINYL - ALL DOORS AND ABOVE DOORS

White Cut Vinyl On Doors
20″ X 29″
White Cut Vinyl Top Of Doors
72″ X 36″

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

WINDOW FROSTED CRYSTAL VINYL LOGO
WHITE VINYL LOGO

LEXUS LOGO DIMENSIONS: 41″W X 6″H
ADT LOGO: 15″W X 3″H

TOTAL: (4)

AMERANT BANK ARENA

AMERANT BANK ARENA

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

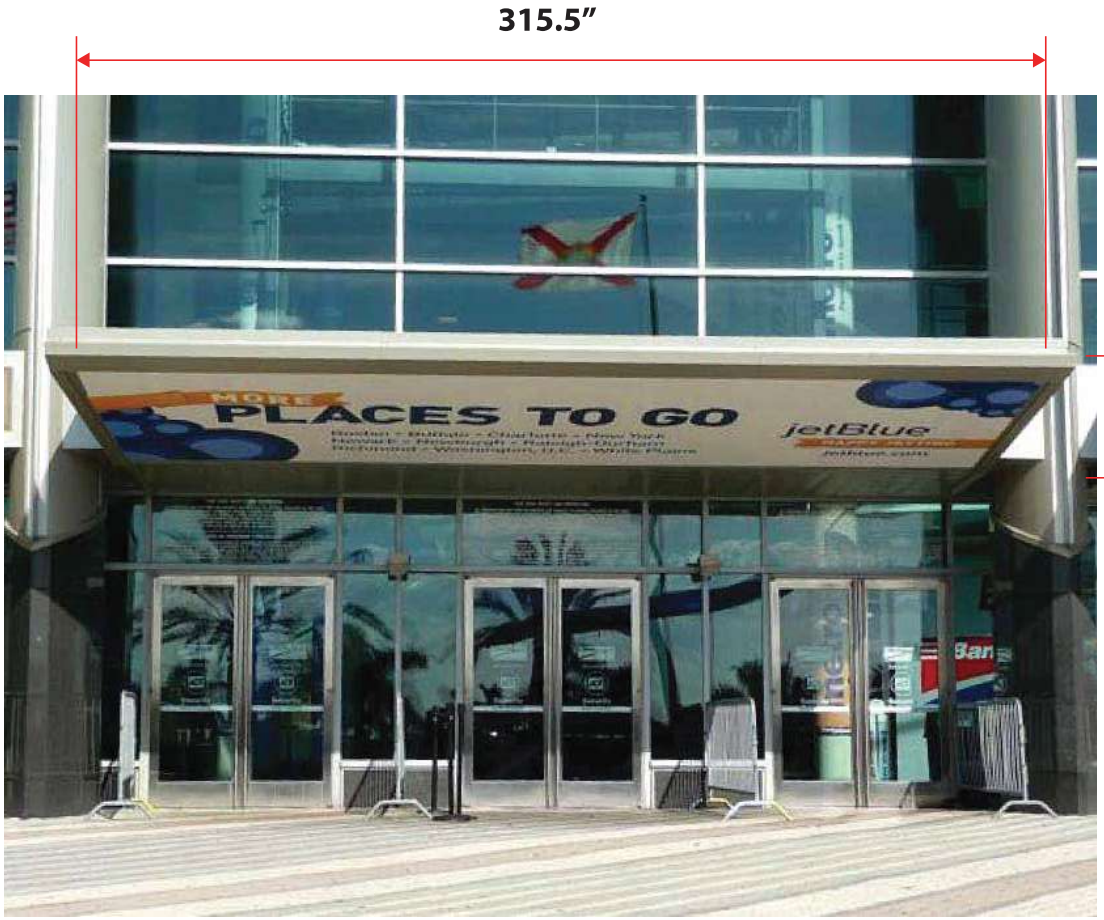
Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

Main Entrance Single Under Awning



315.5” W X 104.75”
3M Scotchprint Graphics
On 3M Vinyl

TOTAL: (6)

AMERANT BANK ARENA

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

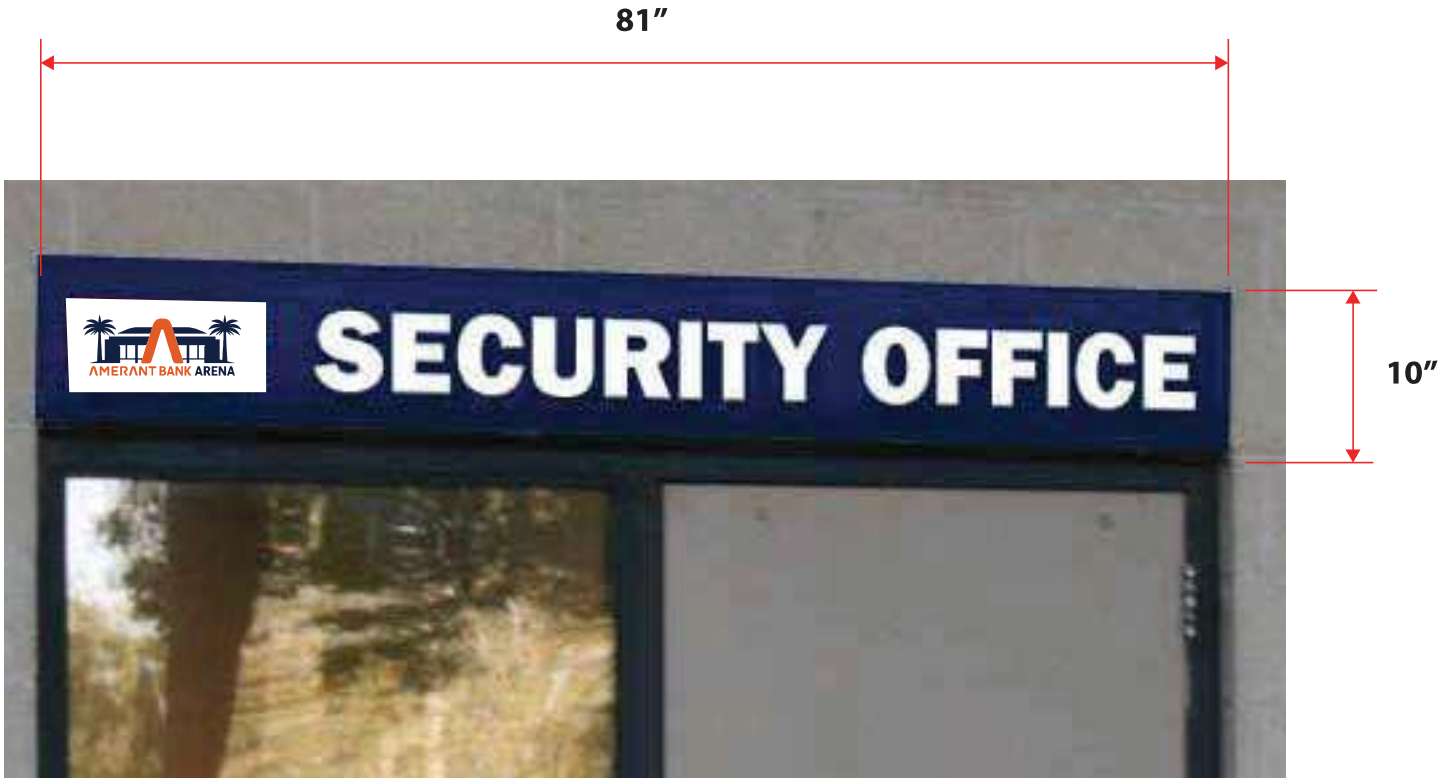
ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

Flat Aluminum Wall Sign - “SECURITY OFFICE”



Dimensions: 81” W X 10” H
.080 Aluminum
Mounted To Wall With Tapcons: 12” O.c.

TOTAL: (1)

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

PATRON PATIO

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Patron Patio Outdoor Signs

Channel Letters

TOTAL: (1) East

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

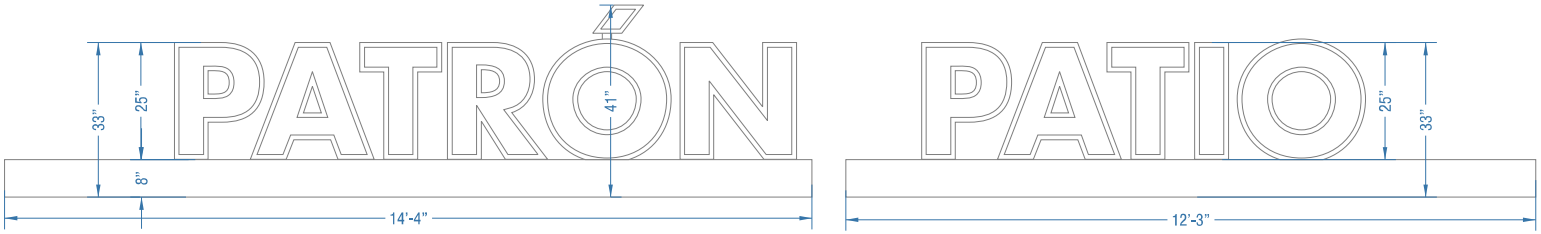
AMERANT BANK ARENA

PATRON PATIO
(East)

SIGN PROPOSED - ELEVATION
OPTION 2

PROPOSAL FOR GATE ENTRANCE SIGN
11/01/2022

INDIVIDUALLY ILLUMINATED **PLEX FACE** CHANNEL LETTERS ON A BOTTOM RACEWAY TO MATCH GATE COLOR



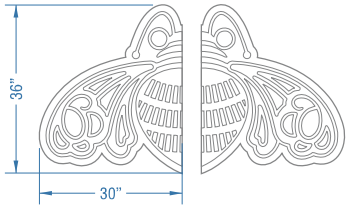
SCALE: 1/2" = 1'-0" SQUARE FOOTAGE: 46.22

WHITE ACRYLIC FACES

ANODIZED ALUMINUM RETAINERS RETURNS & LETTERS BACKS

DURANODIC BRONZE TO MATCH EXISTING GATE COLOR

NON ILLUMINATED .125" ROUTED OUT EMBLEM
TO BE SECURED TO EACH SIDE OF ENTRANCE GATES



ENTRANCE GATE ELEVATION
SCALE: 1/4" = 1'-0"

FLA LIVE ARENA 1 Panther Pkwy, Sunrise, FL 33323

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

PATRON PATIO

(East)

STRUCTURAL INFORMATION

PROPOSAL FOR EXTERIOR MAIN ID SIGN
04/08/2022

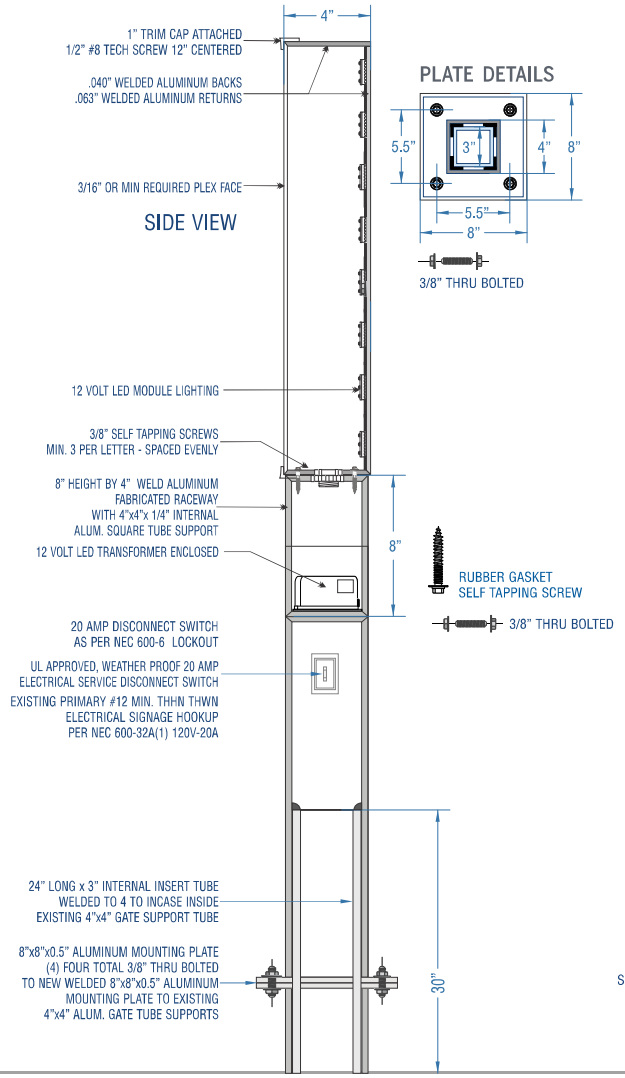
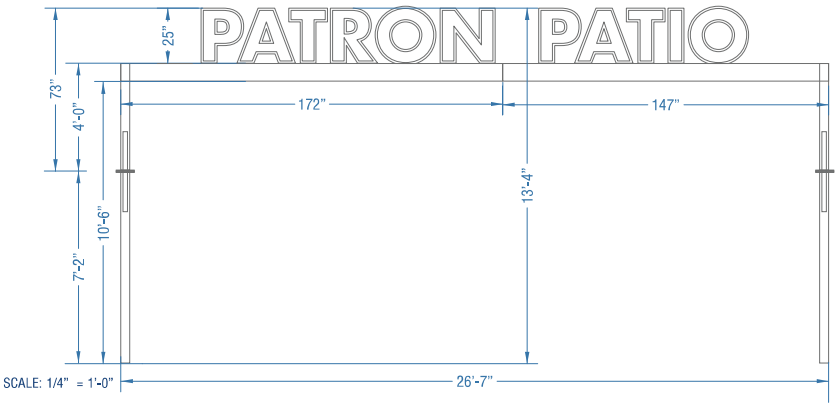


PLATE DETAILS



FLA LIVE ARENA 1 Panther Pkwy, Sunrise, FL 33323

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Patron Patio Outdoor Signs

3m Pritable vinyl
Size: 49' FT x 40 Inches

TOTAL:(4) East and Southwest

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

Patron Patio Outdoor Signs (2)

13 oz Baner material
attached to (2) 4x4 Post with heavy duty Zipties
Size: 52′ FT x 5′ FT

TOTAL:(6) East and Southwest

ADGRAPHICS.US
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

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DISCLAIMER

AMERANT BANK ARENA

AMERANT BANK ARENA

Flat Roof Arena

Approximate Less than 17,000 Sq Ft Painted

COLOR CHART
Pantone 166 C
Pantone 282 C

AMERANT BANK ARENA

AdGraphics.us
SIGNS AND WRAPS

CONTRACTOR

JOB NAME AND ADDRESS

Uniform Exterior Signage Plan for Amerant Bank Arena

ONE PANTHER PARKWAY
SUNRISE, FL 33323

DATE: 8/27/24	DESIGNER:
SCALE:	LIGHTING:

DISCLAIMER

AMERANT BANK ARENA

letter of Intent

1 Panther Parkway

Sunrise, Florida 33323

8/28/2025

City of Sunrise

To Whom It May Concern,

I am writing to formally inform you of recent developments regarding the naming rights of the arena located at **1 Panther Parkway, Sunrise, Florida**. Effective immediately, the arena will be renamed **"Amerant Bank Arena,"** and all references to the previous name will be updated accordingly.

As part of this transition, the following updates will take place:

- **A new illuminated letter sign** reading *"Amerant Bank Arena"* will be installed on the **north exterior wall**, as detailed in the attached plan.
- **Special event and seasonal banners**, along with **updated window graphic signage**, will be added to align with the new branding.
- The **lettered sign on the front façade**, as well as the **signs on both sides of the tunnel**, will be modified to reflect the new name.
- All **directional signage** throughout the facility will be **refaced** to incorporate the updated branding.
- The **marquee located at 136th and Sawgrass Expressway** will also be updated to display *"Amerant Bank Arena."*
- The **existing LED screens** will be replaced with **modern digital boards** while maintaining the current structural framework.

Please note that apart from these branding and signage changes, all other aspects of the arena's structure and operations will remain unchanged, ensuring uninterrupted service and continuity.

We appreciate your attention to this important update and thank you in advance for your cooperation throughout the implementation process. Should you have any questions or need further details, please do not hesitate to contact us.

Sincerely,
Arena Operating Company

Angel Garcia

CITY CLERK
CITY OF SUNRISE

14 JAN 17 PM 3:38

SUNRISE, FLORIDA

ORDINANCE NO. 572

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A UNIFORM SIGNAGE PLAN FOR THE BB&T CENTER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the BB&T Center has submitted a uniform signage package to the City for the existing industrial development generally located west of Pat Salerno Drive, north of NW 136th Avenue, east of the Sawgrass Expressway, and south of Pat Salerno Drive; and

WHEREAS, the City Commission finds and determines that the uniform signage plan for BB&T Center, as contained in the signage program submitted by the owners, will enhance the appearance of the site and surrounding areas; and

WHEREAS, pursuant to Section 16-264 of the City code, the City requires uniform signage plans to be adopted by Ordinance; and

WHEREAS, the City Commission wishes to provide for a uniform signage plan for the BB&T Center.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The uniform signage plan for the BB&T Center, which is attached hereto and made a part of this Ordinance as Exhibit "A," is hereby adopted.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 10TH DAY OF DECEMBER, 2013.

PASSED AND ADOPTED upon this second reading this 14TH DAY OF JANUARY, 2014.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

FIRST READING

MOTION:	ROSEN
SECOND:	SOFIELD
KERCH:	YEA
ROSEN:	YEA
SCUOTTO:	YEA
SOFIELD:	YEA
RYAN:	YEA

SECOND READING

MOTION:	SCUOTTO
SECOND:	SOFIELD
KERCH:	YEA
ROSEN:	ABSENT
SCUOTTO:	YEA
SOFIELD:	YEA
RYAN:	YEA

Approved by the City Attorney
As to Form and Legal Sufficiency.

Kimberly A. Kisslan

SUNRISE SPORTS & ENTERTAINMENT™

ACCOUNTABILITY•ACCESSIBILITY•WINNING CULTURE

Uniform Exterior Signage Plan for The BankAtlantic Center

Sunrise, FL. 2010

DRAFTED BY: AD GRAPHICS

BankAtlantic CENTER

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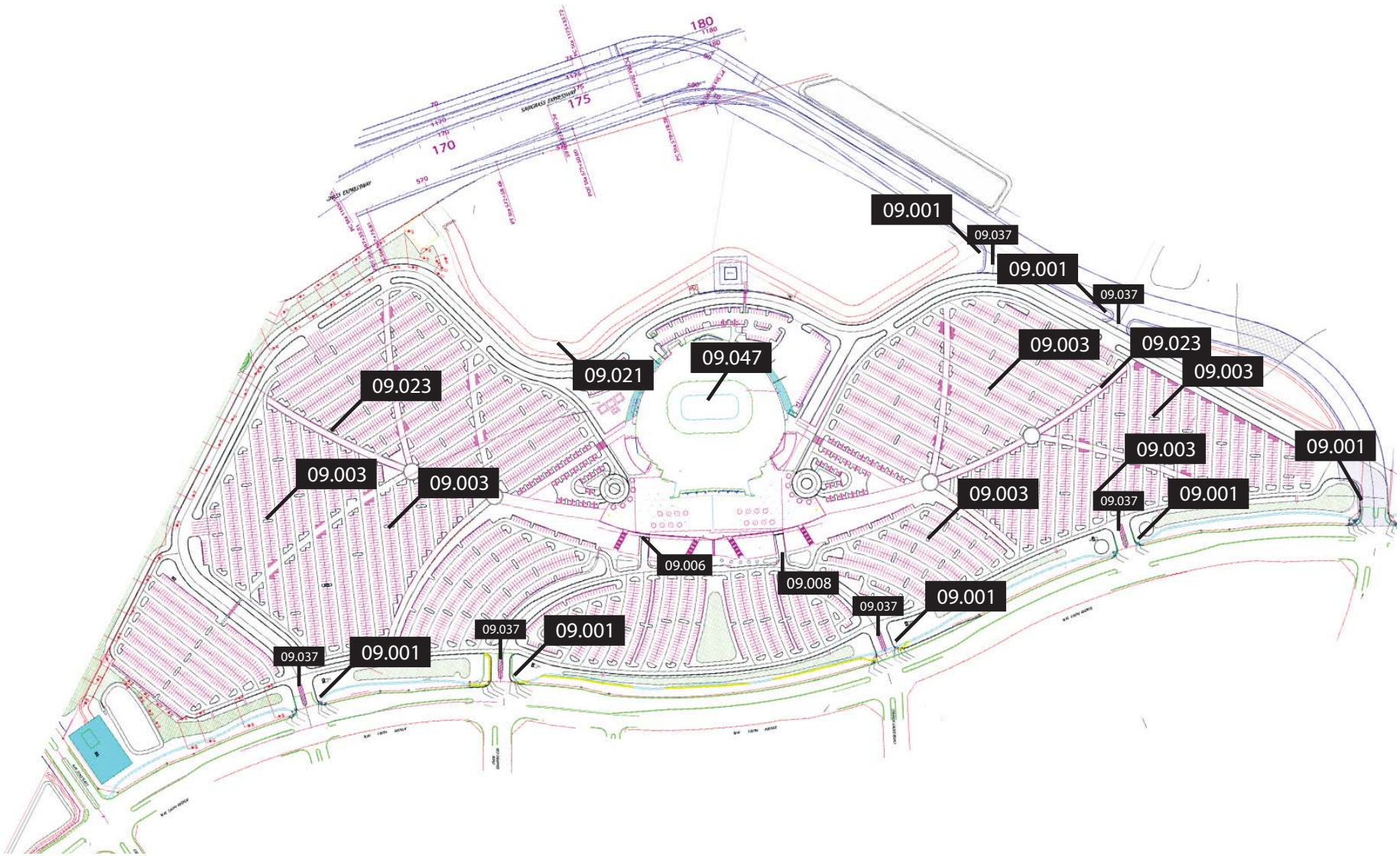
Map 1

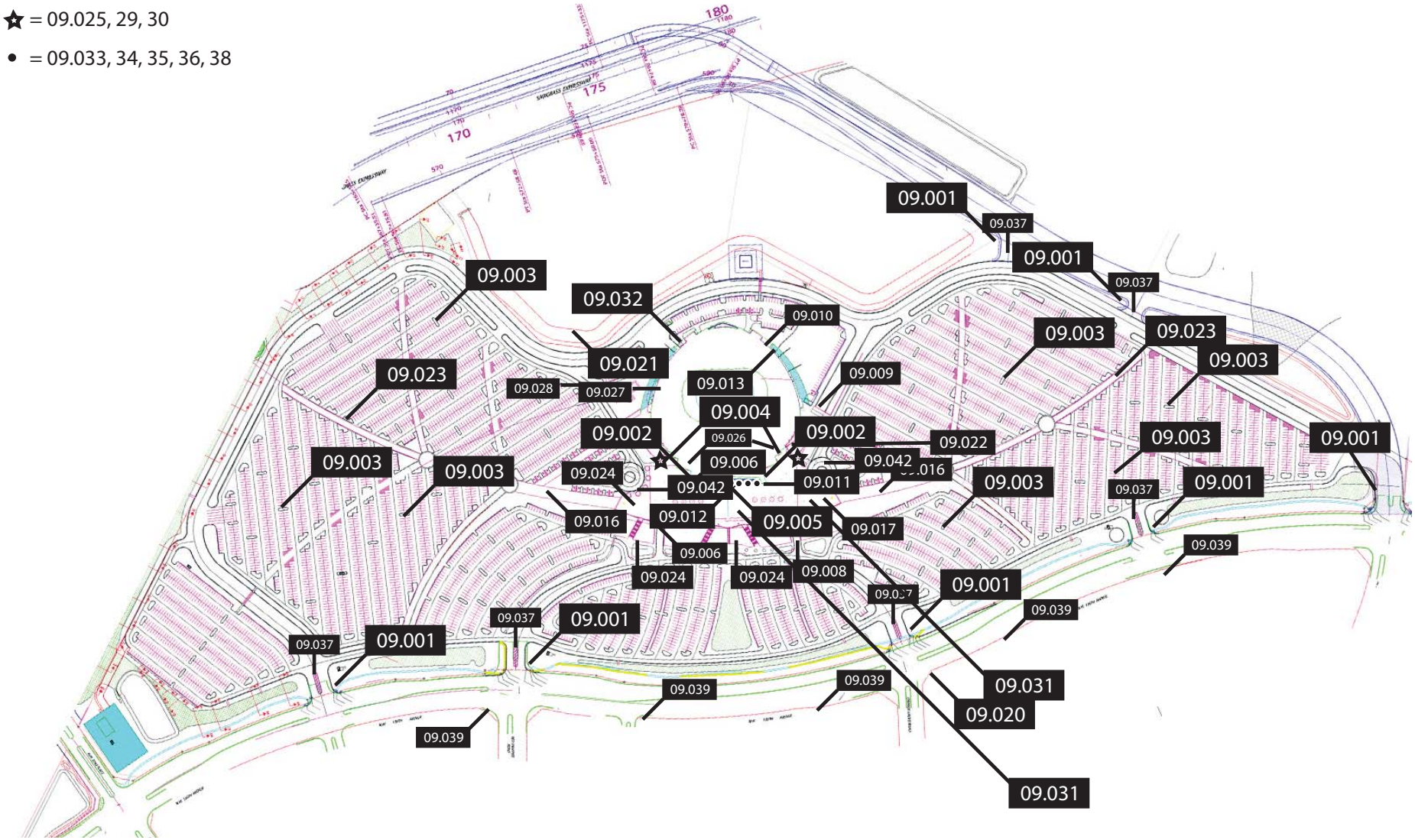

09.001
09.037
09.001
09.037
09.003
09.023
09.003
09.001
09.021
09.047
09.023
09.003
09.003
09.003
09.037
09.001
09.003
09.006
09.008
09.037
09.001
09.037
09.001
09.037
09.001

Sign Location Plan

Map 2

★ = 09.025, 29, 30

• = 09.033, 34, 35, 36, 38

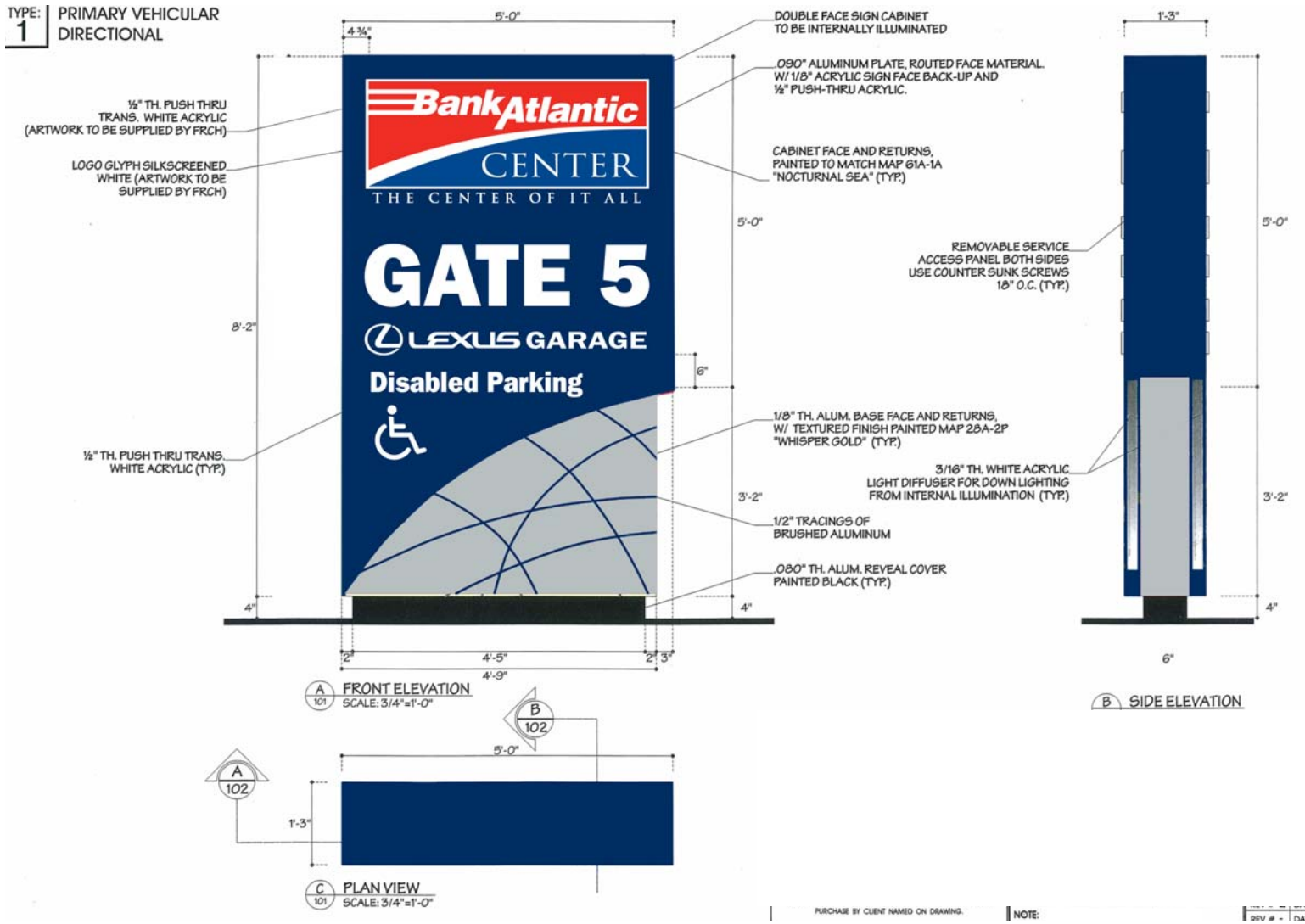


PARKING AND PERIMETER SIGNAGE

AD GRAPHICS

BankAtlantic CENTER

GATE MONUMENT SIGNS



AD GRAPHICS

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE CHAPTER 3108, ARTICLE 600 AND ANY AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE.
GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2" RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

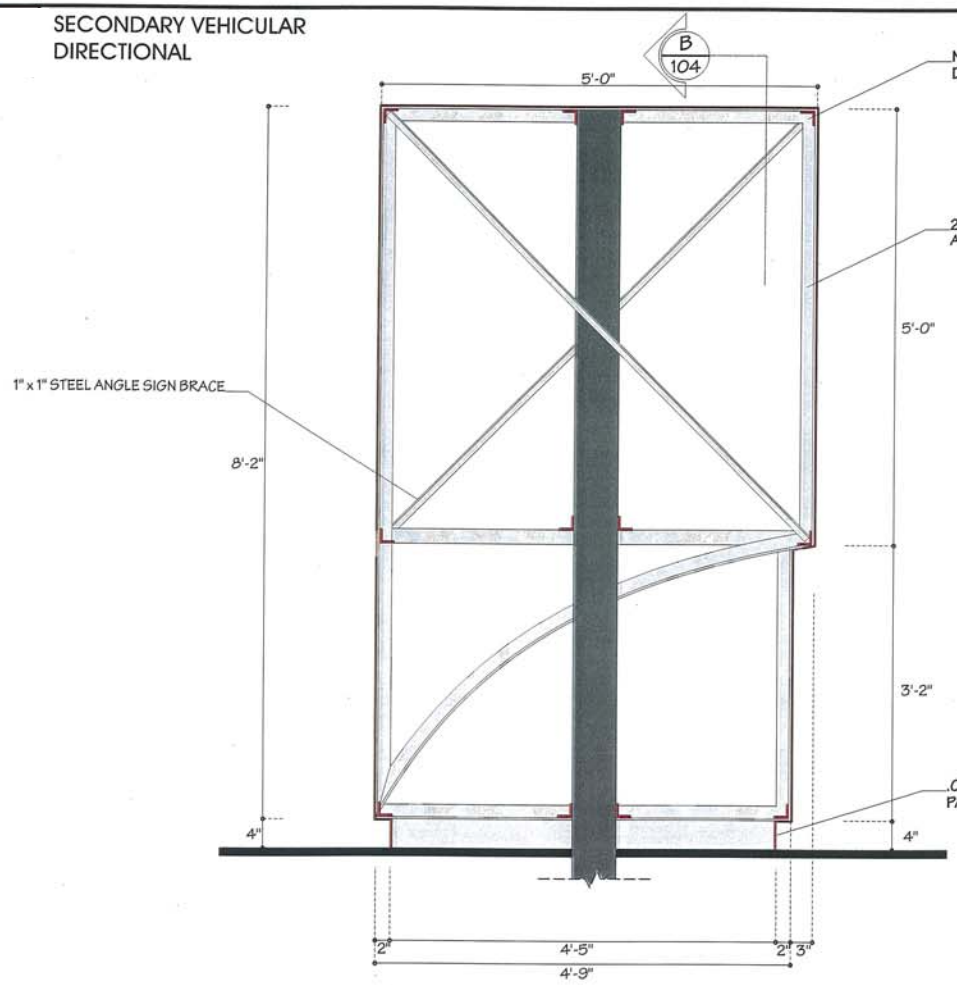
MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

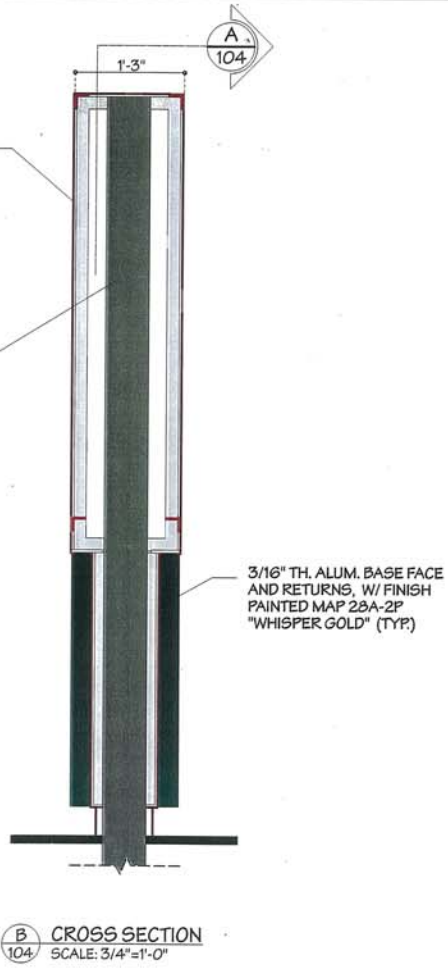
TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

SECONDARY VEHICULAR
DIRECTIONAL



A 104 CROSS SECTION
SCALE: 3/4"=1'-0"



B 104 CROSS SECTION
SCALE: 3/4"=1'-0"

SIGN TYPE: ID. 2	QUANTITY: 2	SECONDARY VEHICULAR DIRECTIONAL	- CROSS SECTIONS - DETAILS - SPECIFICATIONS
		CLIENT: BROWARD COUNTY CIVIC ARENA	DESIGNER: GIOVANNI LUNELLI
		ADDRESS: FLORIDA	SCALE: AS NOTED
		Account EXEC. : MIKE BINDER	NOTE: -
RT. 309 & BROAD STREET PO. BOX 788 LANSDALE PA. 19446-0632 (215) 822-0166 / (215) 646-7111 FAX(215) 822-0380		WORK ORDER NO.: 23192 DRAW NO.: 104	DATE: FEB-98
THIS DESIGN/ENGINEERING PROPOSAL IS TO REMAIN CAPITOL'S EXCLUSIVE PROPERTY UNTIL APPROVED AND ACCEPTED THRU PURCHASE BY CLIENT NAMED ON DRAWING.		REF.: DRAW. NO.: 103, 103-B PAGE __ OF __	REV # 1 DATE: 5/08/98 GL
		NOTE: (EX DRAW NO.: 1869 - DATE: 12/26/97)	REV # - DATE: --/--/-- --
			REV # - DATE: --/--/-- --

BankAtlantic CENTER

BANKATLANTIC CENTER - EXIT GATE SIGNS

3/16” - C-BOND ALUMINUM SIGN
96” W x 48” H
MOUNTED TO (2) 4X4 POST

TOTAL: (2) AT GATE 5
(2) AT GATE 6

AdGraphics

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

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GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2” RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

WELCOME THANK YOU SIGNS

60”

30”

30” w x 60” h
Aluminum Frame
Applied 3M Cut Vinyl Lettering

AdGraphics

CONTRACTOR

ONLY ELECTRIC CO,, INC.
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EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
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11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

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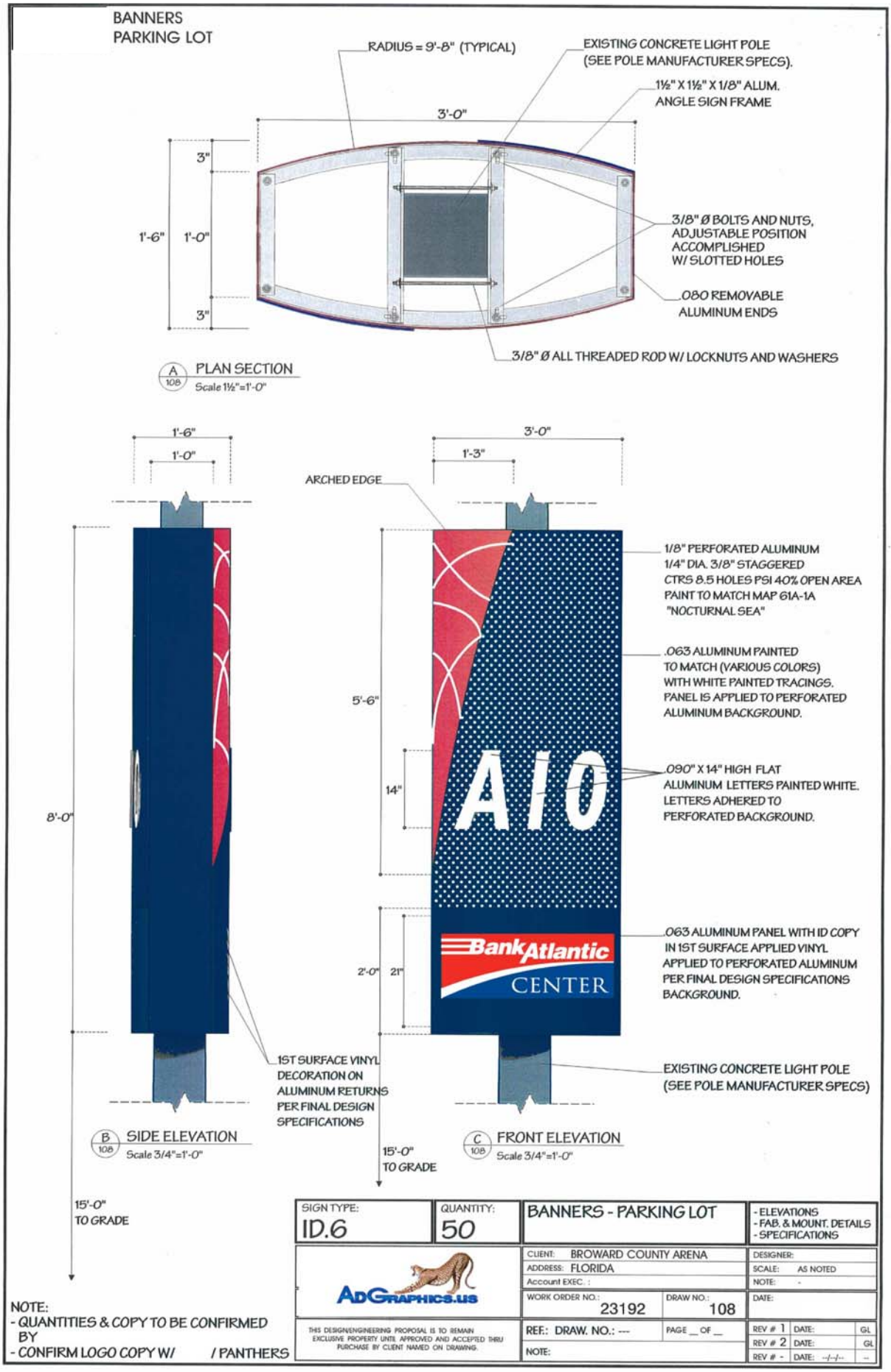
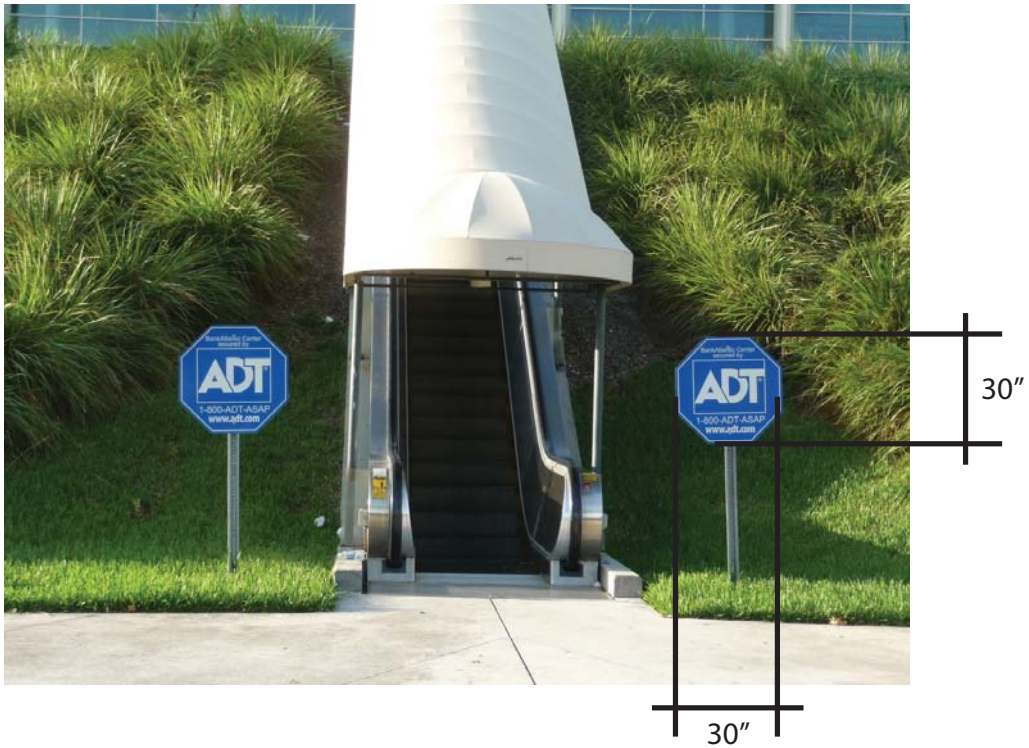
CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER


BANNERS
PARKING LOT
RADIUS = 9'-8" (TYPICAL)
EXISTING CONCRETE LIGHT POLE
(SEE POLE MANUFACTURER SPECS).
1½" X 1½" X 1/8" ALUM.
ANGLE SIGN FRAME
3'-0"
3"
1'-6"
1'-0"
3"
3/8" Ø BOLTS AND NUTS,
ADJUSTABLE POSITION
ACCOMPLISHED
W/ SLOTTED HOLES
.080 REMOVABLE
ALUMINUM ENDS
3/8" Ø ALL THREADED ROD W/ LOCKNUTS AND WASHERS
A 108 PLAN SECTION
Scale 1½"=1'-0"
1'-6"
1'-0"
3'-0"
1'-3"
ARCHED EDGE
1/8" PERFORATED ALUMINUM
1/4" DIA. 3/8" STAGGERED
CTRS 8.5 HOLES PSI 40% OPEN AREA
PAINT TO MATCH MAP 61A-1A
"NOCTURNAL SEA"
.063 ALUMINUM PAINTED
TO MATCH (VARIOUS COLORS)
WITH WHITE PAINTED TRACINGS.
PANEL IS APPLIED TO PERFORATED
ALUMINUM BACKGROUND.
5'-6"
A10
14"
.090" X 14" HIGH FLAT
ALUMINUM LETTERS PAINTED WHITE.
LETTERS ADHERED TO
PERFORATED BACKGROUND.
8'-0"
BankAtlantic
CENTER
2'-0"
21"
.063 ALUMINUM PANEL WITH ID COPY
IN 1ST SURFACE APPLIED VINYL
APPLIED TO PERFORATED ALUMINUM
PER FINAL DESIGN SPECIFICATIONS
BACKGROUND.
1ST SURFACE VINYL
DECORATION ON
ALUMINUM RETURNS
PER FINAL DESIGN
SPECIFICATIONS
EXISTING CONCRETE LIGHT POLE
(SEE POLE MANUFACTURER SPECS)
B 108 SIDE ELEVATION
Scale 3/4"=1'-0"
C 108 FRONT ELEVATION
Scale 3/4"=1'-0"
15'-0"
TO GRADE
15'-0"
TO GRADE
NOTE:
- QUANTITIES & COPY TO BE CONFIRMED
BY
- CONFIRM LOGO COPY W/ / PANTHERS
SIGN TYPE: ID.6
QUANTITY: 50
BANNERS - PARKING LOT
- ELEVATIONS
- FAB. & MOUNT. DETAILS
- SPECIFICATIONS
AdGraphics.us
CLIENT: BROWARD COUNTY ARENA
ADDRESS: FLORIDA
Account EXEC. :
DESIGNER:
SCALE: AS NOTED
NOTE: -
WORK ORDER NO.: 23192
DRAW NO.: 108
DATE:
THIS DESIGN/ENGINEERING PROPOSAL IS TO REMAIN EXCLUSIVE PROPERTY UNTIL APPROVED AND ACCEPTED THRU PURCHASE BY CLIENT NAMED ON DRAWING.
REF.: DRAW. NO.: ---
PAGE __ OF __
NOTE:
REV # 1 DATE: GL
REV # 2 DATE: GL
REV # - DATE: --/--/-- --

ALUMINUM OCTOGON STOP SIGN SHAPE - ADT SIGNS



DIMENSIONS: 30” W x 30” H
TOTAL: 14
MATERIALS: .080 Aluminum Octogon Shaped Sign

AdGraphics

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE CHAPTER 3108, ARTICLE 600 AND ANY AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE.
GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2” RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

LEXUS LOT SIGNS

SIGN DIMENSIONS: 30” W X 48” H

MATERIALS: REFLECTIVE 3M VINYL

MOUNTED TO: .080 ALUMINUM SHEET

TOTAL SIGNS: 20

AdGraphics

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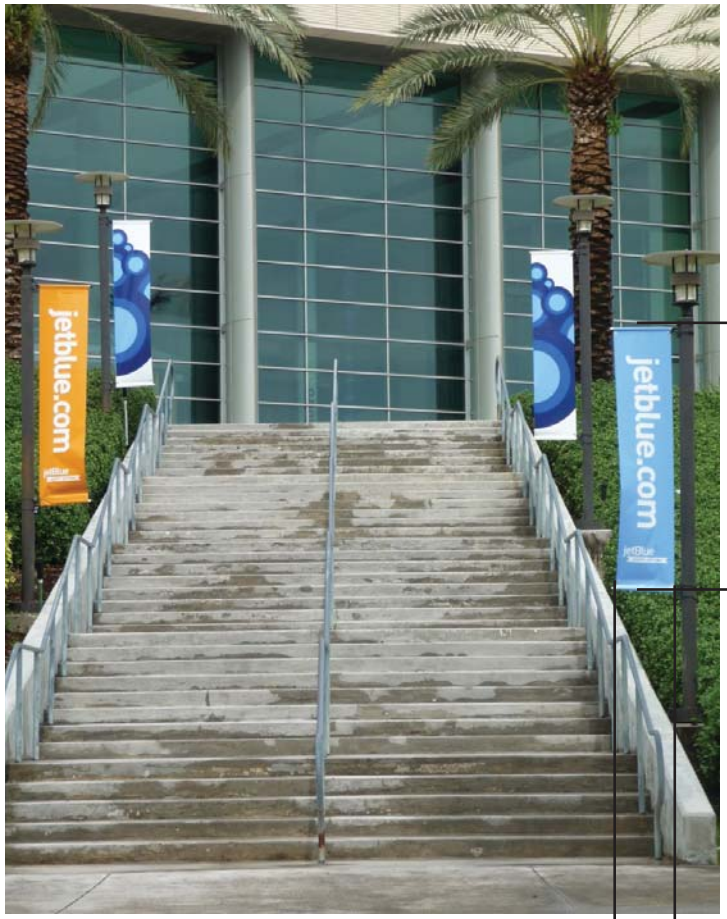
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

OUTDOOR DOUBLE SIDED POLE BANNERS (STAIRCASE)



TOTAL: 4 STAIRCASES, 4 BANNERS EACH
GRAND TOTAL : 16 BANNERS

AdGraphics

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EC13002313
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TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

OUTDOOR DOUBLE SIDED POLE BANNERS

LOCATION:
NORTH AND SOUTH
WALKWAYS

DOUBLE SIDED POLE BANNERS
17.5” W x 84” H
Total: 22 NORTH & 22 SOUTH = 44 DOUBLE SIDED BANNERS

AdGraphics

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UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

LIGHTPOST INSERTS

BACK TO BACK INSERTS
9” W x 39.75” H

Total: 112

AdGraphics

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SERVICE DISCONNECT AS PER NEC 600-2.
1/2” RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

MAIN ENTRANCE DOUBLE SIDED DIRECTIONAL SIGNS

Main Entrance Area Directory Signs

29” w x 84” h
Graphic Size
29” w x 60” h

Total 4

AD GRAPHICS

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE CHAPTER 3108, ARTICLE 600 AND ANY AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE.
GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2” RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

TEMPORARY JETBLUE DISPLAY

Tailfin will be pulled after each event

LOCATION: MAIN ENTRANCE PLAZA
STORED LOCATION: BACK PARKING LOT

AD GRAPHICS

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE CHAPTER 3108, ARTICLE 600 AND ANY AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE.
GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2” RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

Attached To Building
Exterior Signage

PLASTIC FACE CHANNEL LETTER
ILLUMINATED BY L.E.D. LIGHTS

EAST ELEVATION

TOTAL SIGN
1,376 SQ.FT.

AD GRAPHICS

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

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GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2" RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

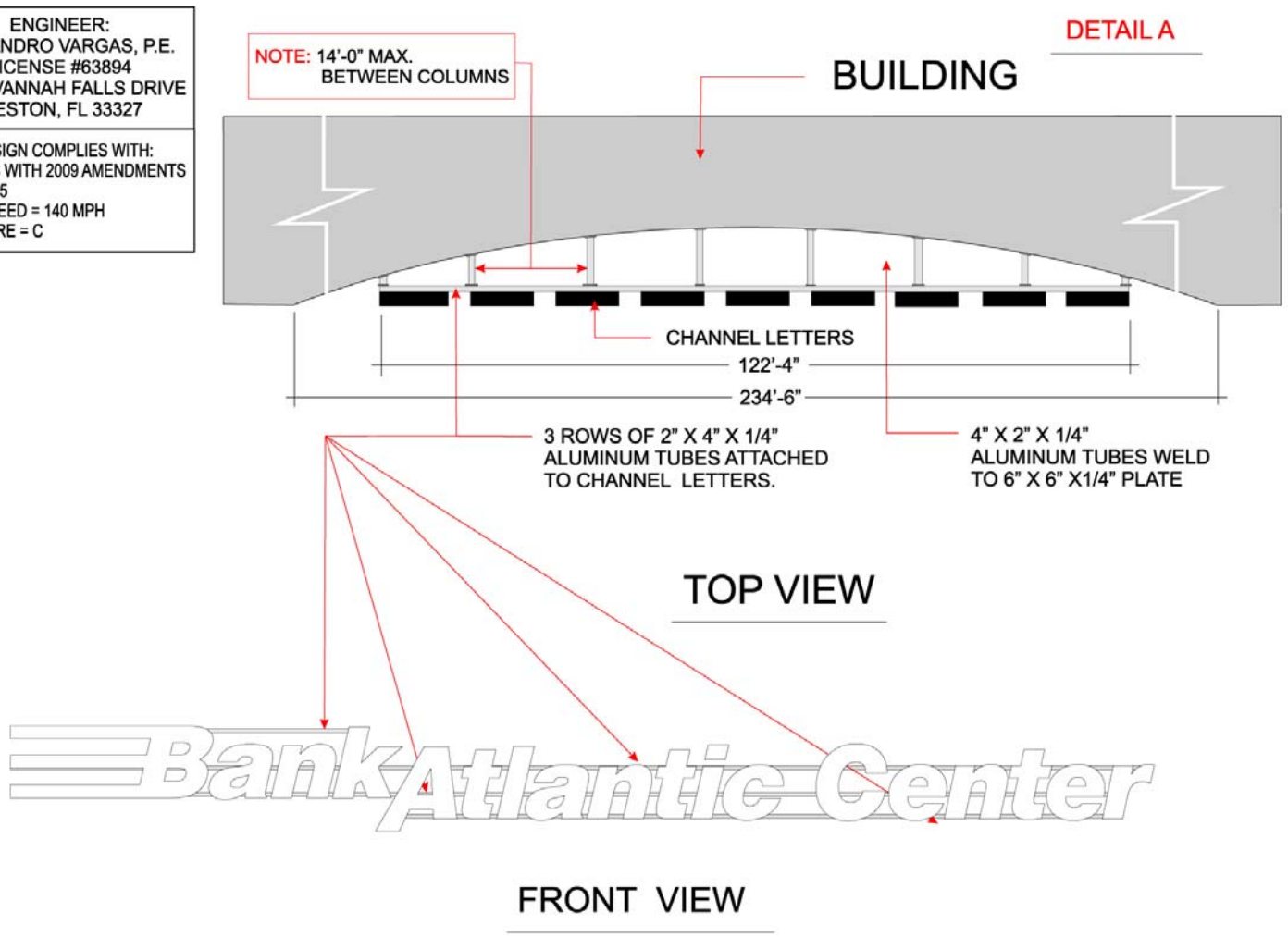
CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

ENGINEER:
ALEJANDRO VARGAS, P.E.
LICENSE #63894
927 SAVANNAH FALLS DRIVE
WESTON, FL 33327

THIS DESIGN COMPLIES WITH:
2007 FBC WITH 2009 AMENDMENTS
ASCE 7-05
WIND SPEED = 140 MPH
EXPOSURE = C



SIGNAGE WILL HAVE LED BACKLIGHTING

AD GRAPHICS

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE CHAPTER 3108, ARTICLE 600 AND ANY AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE.
GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2" RACEWAY WITH #12 WIRE (THHN,THWN)

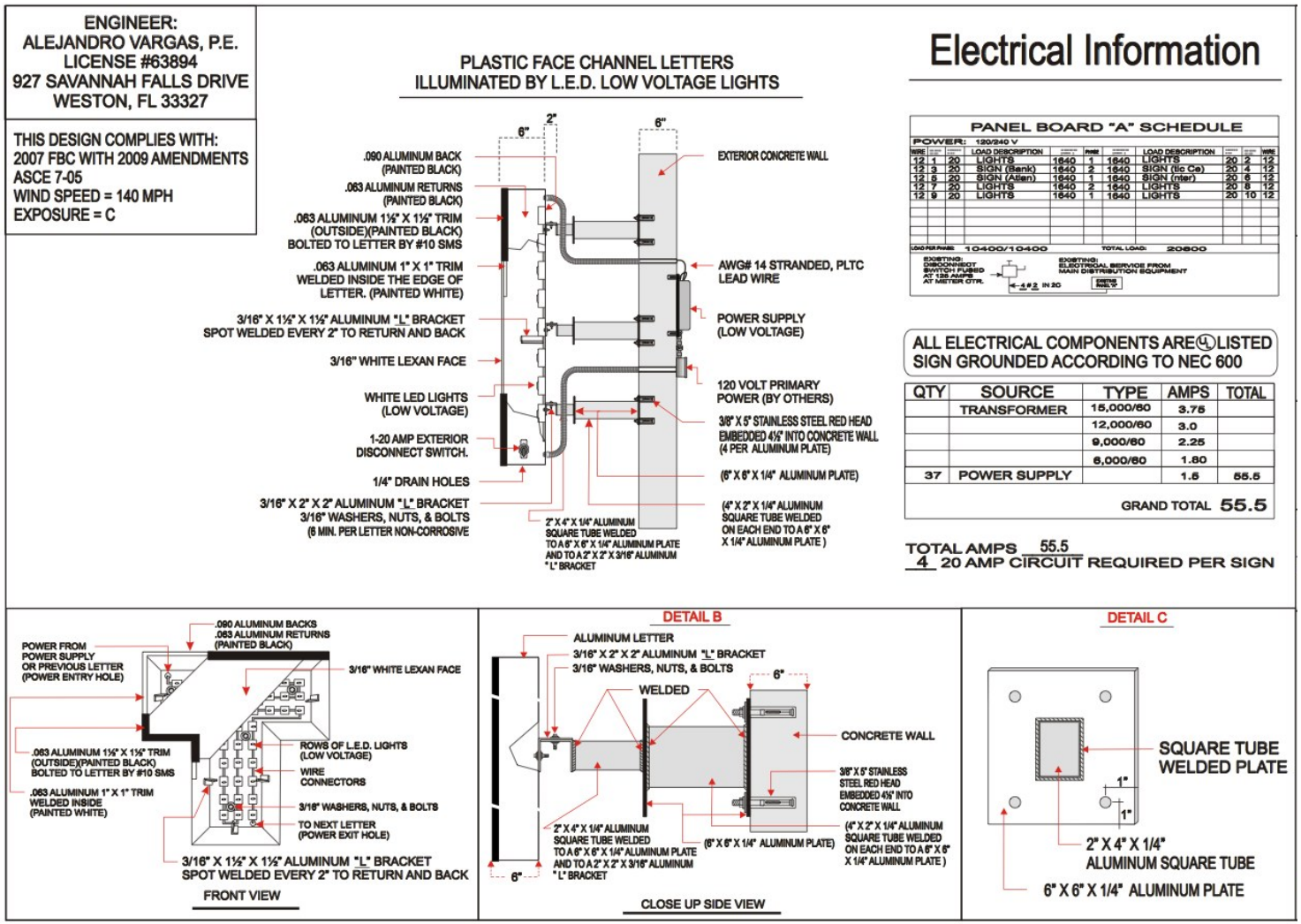
ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER



SIGNAGE WILL HAVE LED BACKLIGHTING

AD GRAPHICS

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE CHAPTER 3108, ARTICLE 600 AND ANY AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE.
GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2" RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

AD GRAPHICS

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE CHAPTER 3108, ARTICLE 600 AND ANY AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE.
GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2" RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

MAIN ENTRANCE DOUBLE UNDER AWNING & BANKATLANTIC CENTER SIGN

Double Under Awning

631” W X 104.75” H

TOTAL: 1

AdGraphics

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

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GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2” RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

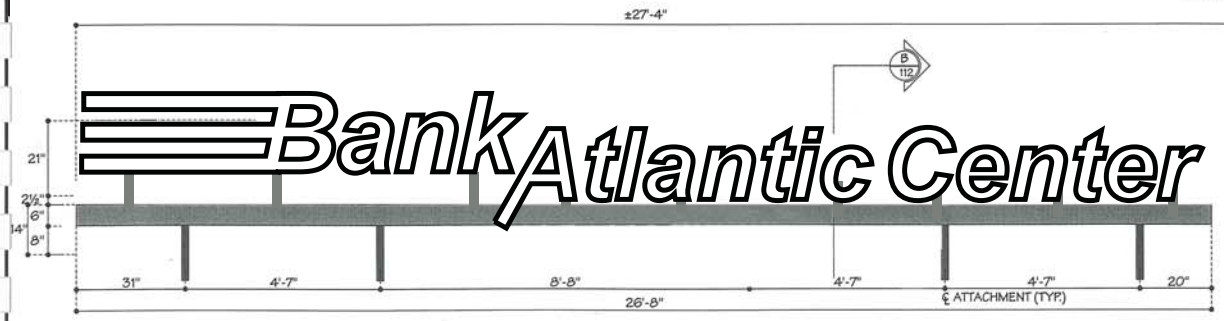
MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

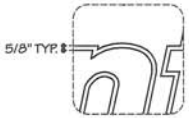
TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

BankAtlantic Center

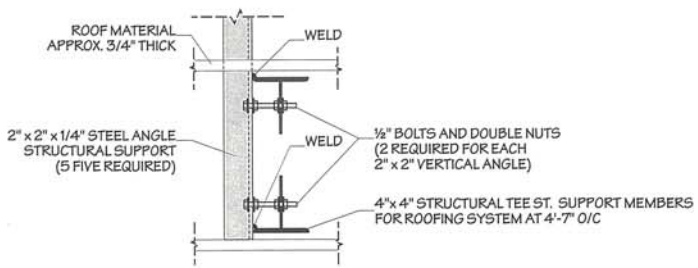


A 112 CHANNEL LETTERS OVER FRONT ENTRY (QUANTITY 1)
ELEVATION DETAIL
Scale 3/8" = 1'-0"

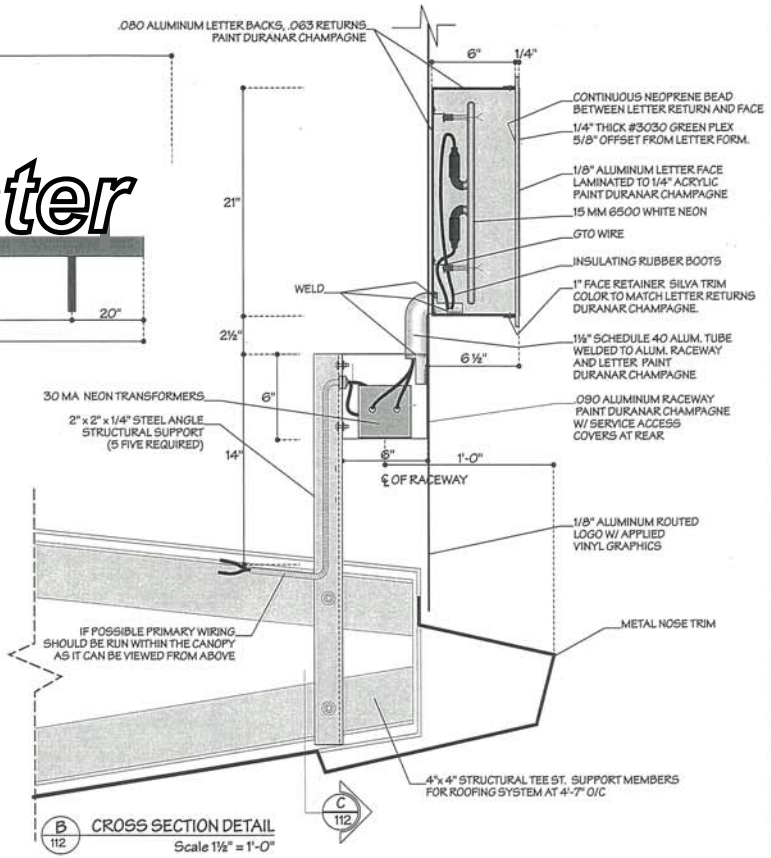


NOTES:
A. ELECTRICAL PRIMARY, SUPPLIED BY OTHERS.
TOTAL NUMBER OF CIRCUITS REQUIRED QTY:
1 (ONE) - 20 AMP/120 VOLTS,
TOTAL DRAW - 14.0 AMPS / 1400 WATTS.
B. PRIMARY GROUNDED AT THE GROUND LUG OF JUNCTION BOX.
C. SIGN TO DISPLAY MANUFACTURES AND UNDERWRITER'S LABORATORIES LABELS (KEEP ALL STICKERS OUT OF SIGHT FROM GENERAL PUBLIC).
D. CAPITOL SIGN SYSTEMS, UL LICENCE #E-7889.

21" CHANNEL LETTERS MOUNTED ON CONTINUOUS RACEWAY. LETTERS AND RACEWAY PAINTED TO MATCH PPG DURANAR CHAMPAGNE # 5 VM 2678 P, ROOF MOUNTED SUPPORTS FOR RACEWAY AND LETTERS BY OTHERS (CAPITOL SIGN TO COORDINATE)



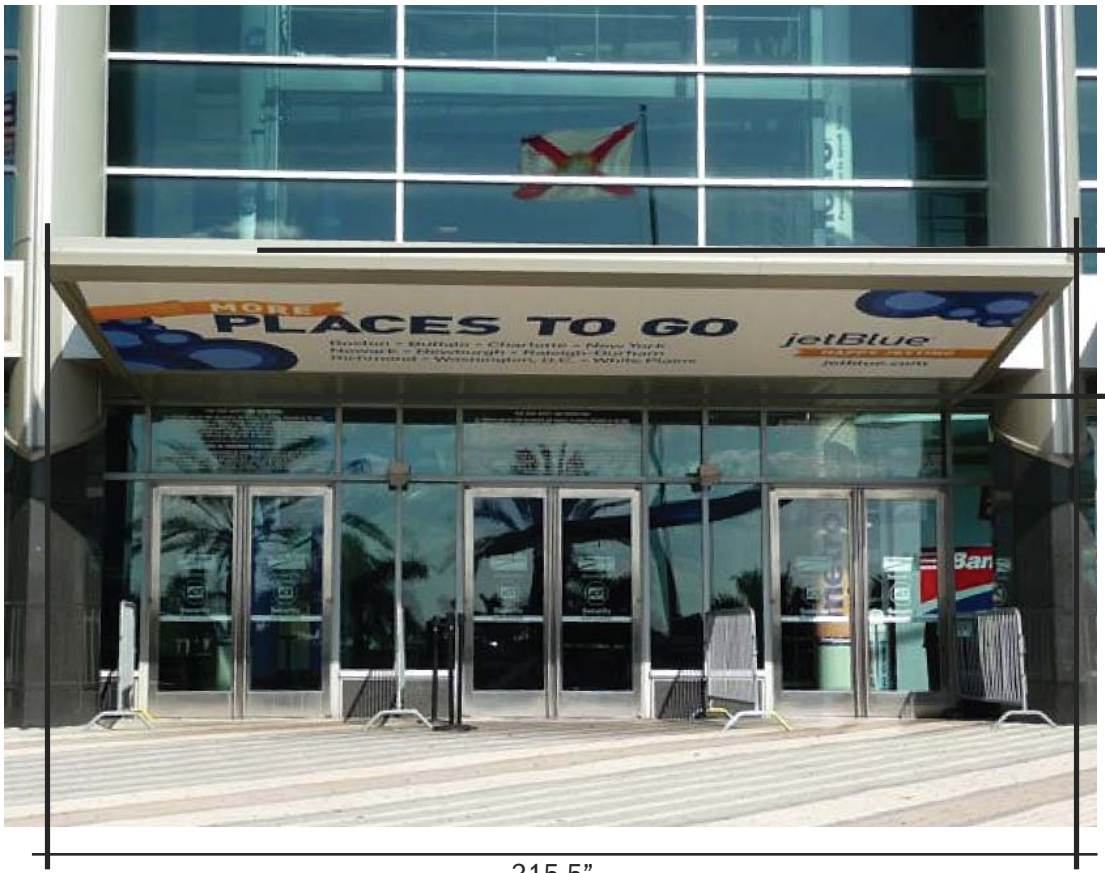
C 112 CROSS SECTION THRU ROOF SUPPORT
Scale 1½" = 1'-0"



SIGN TYPE: - -	QUANTITY: 1	CHANNEL LETTERS OVER FRONT ENTRY	- ELEVATIONS - CROSS SECTION - FAB. & MOUNT. DETAILS
		CLIENT: BROWARD COUNTY ARENA	DESIGNER: GIOVANNI LUNELLI
		ADDRESS: FLORIDA	SCALE: AS NOTED
		Account EXEC.: MIKE BINDER	NOTE: -
RT. 309 & BROAD STREET P.O. BOX 788 LANSDALE PA. 19446-0632 (215) 822-0166 / (215) 646-7111 FAX(215) 822-0380		WORK ORDER NO.: 23192 DRAW NO.: 112	DATE: JULY-98
THIS DESIGN/ENGINEERING PROPOSAL IS TO REMAIN CAPITOL'S EXCLUSIVE PROPERTY UNTIL APPROVED AND ACCEPTED THRU PURCHASE BY CLIENT NAMED ON DRAWING.		REF.: DRAW. NO.: MB 12904 PAGE __ OF __ NOTE:	REV # 1 DATE: 10/22/98 GL REV # - DATE: --/--/-- -- REV # - DATE: --/--/-- --

BankAtlantic CENTER

MAIN ENTRANCE SINGLE UNDER AWNING



315 1/2” W X 104.75”
3M Scotchprint Graphics
On 3M Vinyl

Total: 6

AD GRAPHICS

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE CHAPTER 3108, ARTICLE 600 AND ANY AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE.
GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2” RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

WHITE CUT VINYL - ALL DOORS AND ABOVE DOORS

White Cut Vinyl On Doors
20”w X 29” H
White Cut Vinyl Top Of Doors
72”w X 36” H

AD GRAPHICS

CONTRACTOR

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TEL: (954) 476-5617

JOB NAME & ADDRESS

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1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

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SERVICE DISCONNECT AS PER NEC 600-2.
1/2” RACEWAY WITH #12 WIRE (THHN,THWN)

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MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

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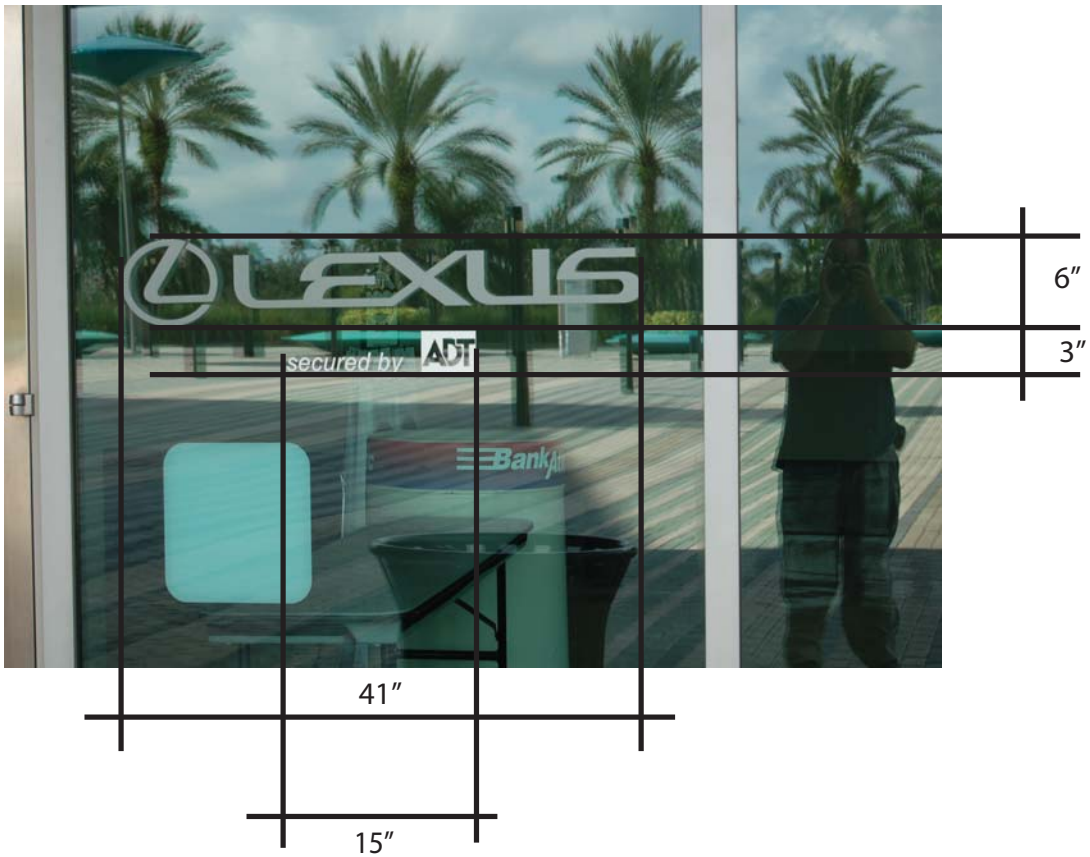
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

LEXUS WINDOW FROSTED CRYSTAL VINYL LOGO SECURED BY ADT WHITE VINYL LOGO



LEXUS LOGO DIMENSIONS: 41”W X 6”H
ADT LOGO: 15”W X 3”H
TOTAL: 4

AdGraphics

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

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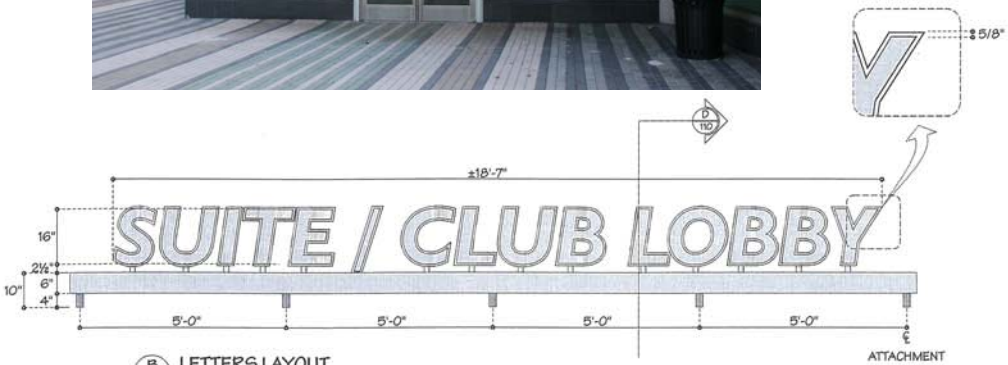
CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

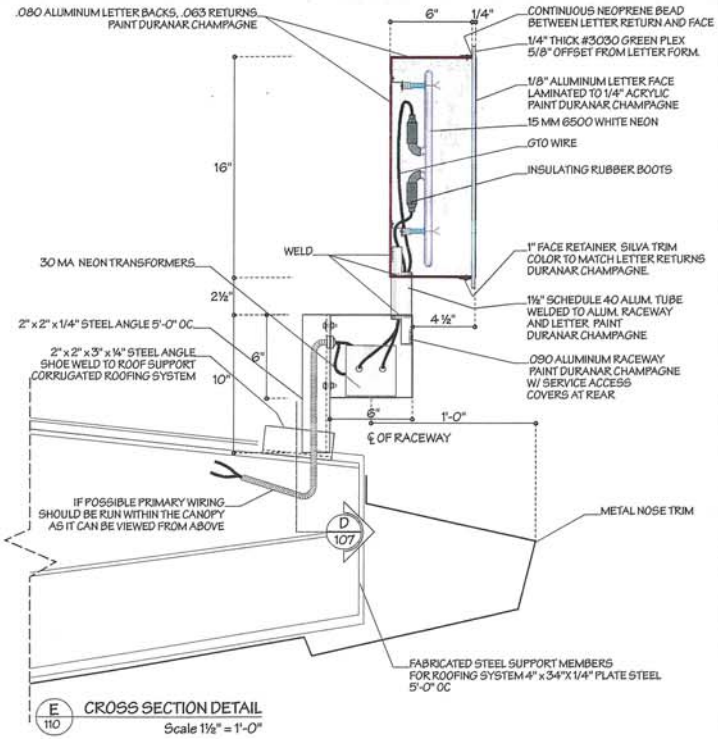
TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

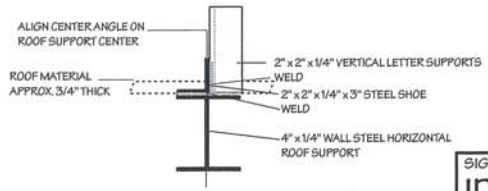
SUITE/CLUB LOBBY
ENTRY I.D.



B 110 LETTERS LAYOUT
Scale 3/8" = 1'-0"



E 110 CROSS SECTION DETAIL
Scale 1½" = 1'-0"



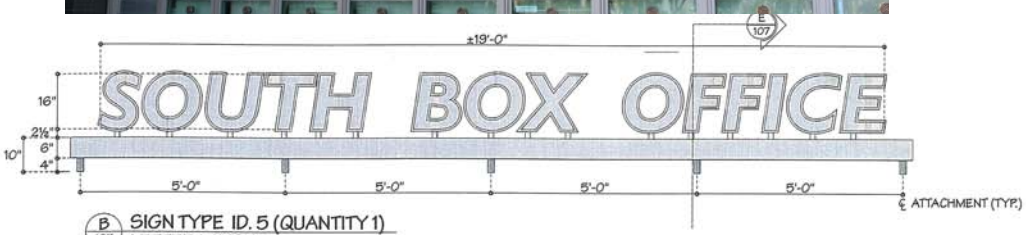
D 110 CROSS SECTION THRU ROOF SUPPORT
Scale 1½" = 1'-0"

16" CHANNEL LETTERS MOUNTED ON CONTINUOUS RACEWAY. LETTERS AND RACEWAY PAINTED TO MATCH PPG DURANAR CHAMPAGNE # 5 VM 2678 P. ROOF MOUNTED SUPPORTS FOR RACEWAY AND LETTERS BY OTHERS (CAPITOL SIGN TO COORDINATE)

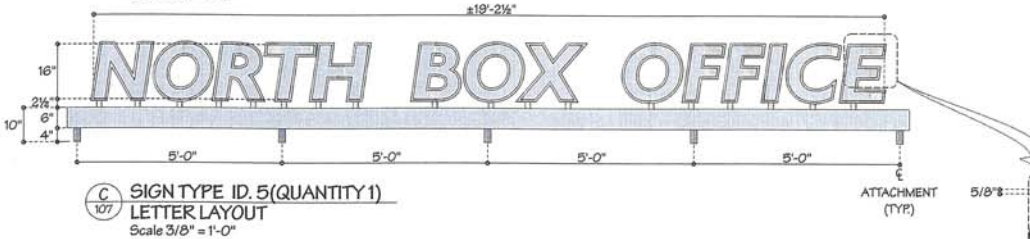
NOTES:
A. ELECTRICAL PRIMARY, SUPPLIED BY OTHERS.
TOTAL NUMBER OF CIRCUITS REQUIRED (EACH SIGN) QTY:
1 (ONE) - 20 AMP/120 VOLTS,
TOTAL DRAW - 10.0 AMPS / 1000 WATTS.
B. PRIMARY GROUNDED AT THE GROUND LUG OF JUNCTION BOX.
C. SIGN TO DISPLAY MANUFACTURES AND UNDERWRITER'S LABORATORIES LABELS (KEEP ALL STICKERS OUT OF SIGHT FROM GENERAL PUBLIC).
D. CAPITOL SIGN SYSTEMS, UL LICENCE #E-7889.

SIGN TYPE: ID.11	QUANTITY: 2	SUITE / CLUB LOBBY ENTRY ID.	- LOCATION - ELEVATIONS - FAB. & MOUNT. DETAILS
		CLIENT: BROWARD COUNTY ARENA	DESIGNER: GIOVANNI LUNELLI
		ADDRESS: FLORIDA	SCALE: AS NOTED
		Account EXEC. : MIKE BINDER	NOTE: -
RT. 309 & BROAD STREET P.O. BOX 788 LANSDALE PA. 19446-0632 (215) 822-0166 / (215) 646-7111 FAX(215) 822-0380		WORK ORDER NO.: 23192 DRAW NO.: 110	DATE: FEB-98
THIS DESIGN/ENGINEERING PROPOSAL IS TO REMAIN CAPITOLS EXCLUSIVE PROPERTY UNTIL APPROVED AND ACCEPTED THRU PURCHASE BY CLIENT NAMED ON DRAWING.		REF.: DRAW. NO.: --- PAGE __ OF __ NOTE: (EX DRAW NO.: 1741 - DATE: 11/20/97)	REV # 1 DATE: 5/08/98 GL; REV # - DATE: --/--/-- --; REV # - DATE: --/--/-- --

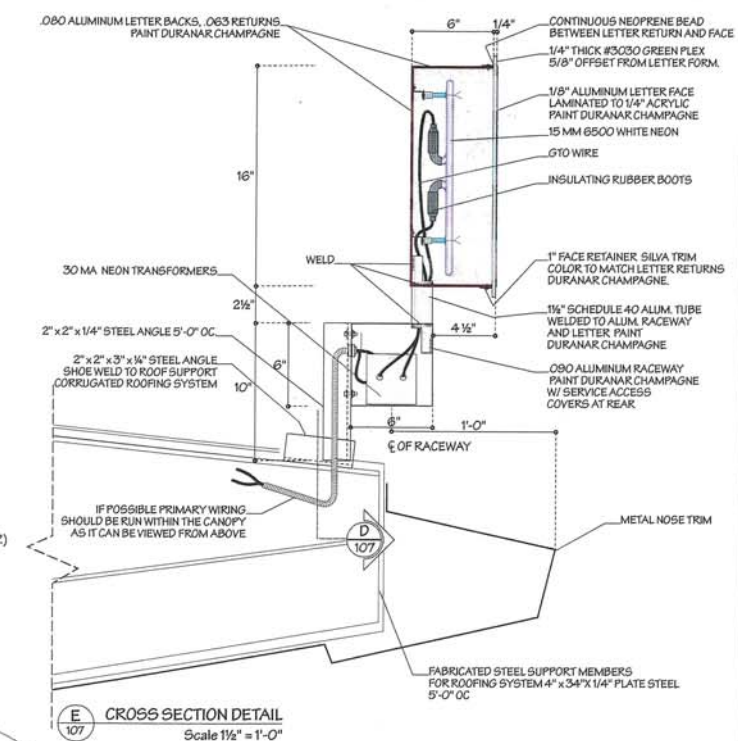
BOX OFFICE SIGN



B/107 SIGN TYPE ID. 5 (QUANTITY 1)
LETTER LAYOUT
Scale 3/8" = 1'-0"



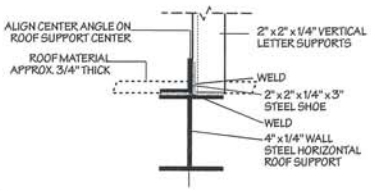
C/107 SIGN TYPE ID. 5(QUANTITY 1)
LETTER LAYOUT
Scale 3/8" = 1'-0"



E/107 CROSS SECTION DETAIL
Scale 1½" = 1'-0"

16" CHANNEL LETTERS MOUNTED ON CONTINUOUS RACEWAY. LETTERS AND RACEWAY PAINTED TO MATCH PPG DURANAR CHAMPAGNE # 5 VM 2678 P, ROOF MOUNTED SUPPORTS FOR RACEWAY AND LETTERS BY OTHERS (CAPITOL SIGN TO COORDINATE)

NOTES:
A. ELECTRICAL PRIMARY, SUPPLIED BY OTHERS.
-SIGN TYPE ID.5 (SOUTH): TOTAL NUMBER OF CIRCUITS REQUIRED QTY: 1 (ONE) - 20 AMP/120 VOLTS,
TOTAL DRAW - 10.0 AMPS / 1000 WATTS.
-SIGN TYPE ID.5 (NORTH): TOTAL NUMBER OF CIRCUITS REQUIRED QTY: 1 (ONE) - 20 AMP/120 VOLTS,
TOTAL DRAW - 10.0 AMPS / 1000 WATTS.
B. PRIMARY GROUNDED AT THE GROUND LUG OF JUNCTION BOX.
C. SIGN TO DISPLAY MANUFACTURES AND UNDERWRITER'S LABORATORIES LABELS (KEEP ALL STICKERS OUT OF SIGHT FROM GENERAL PUBLIC).
D. CAPITOL SIGN SYSTEMS, UL LICENCE #E-7889.

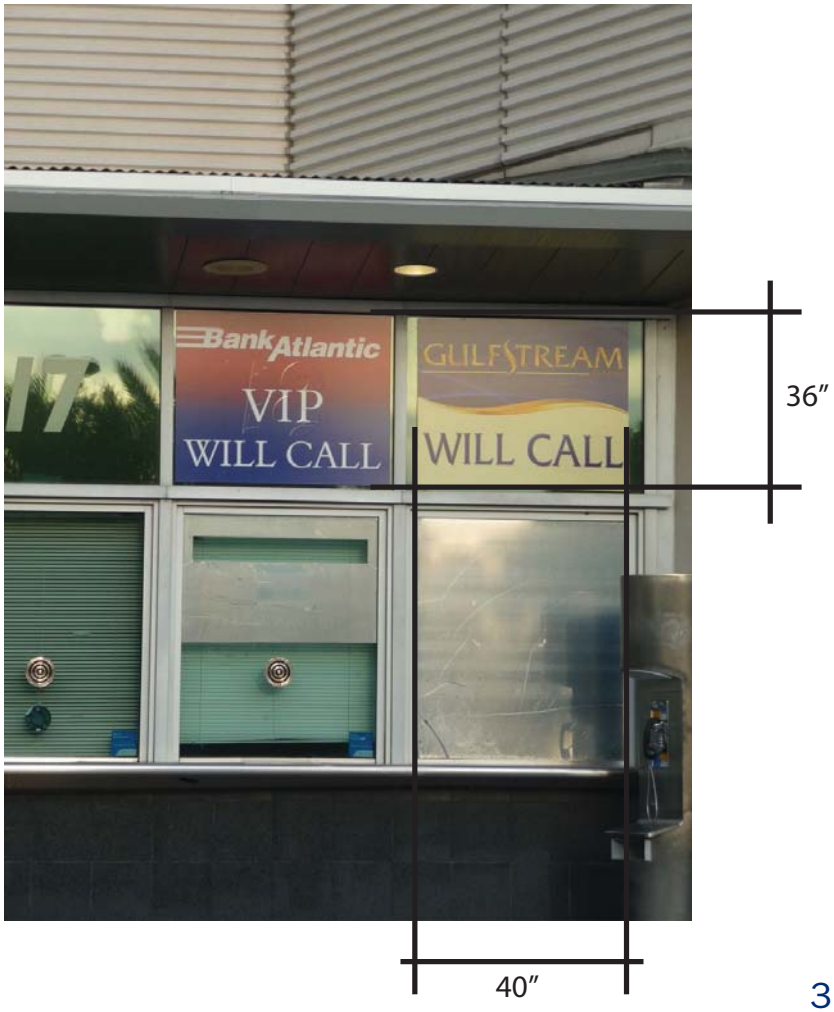


D/107 CROSS SECTION THRU ROOF SUPPORT
Scale 1½" = 1'-0"

SIGN TYPE: ID.5	QUANTITY: 2 (1+1)	BOX OFFICE SIGN	- LOCATION - ELEVATIONS - FAB. & MOUNT. DETAILS
		CLIENT: BROWARD COUNTY ARENA	DESIGNER: GIOVANNI LUNELLI
		ADDRESS: FLORIDA	SCALE: AS NOTED
		Account EXEC.: MIKE BINDER	NOTE: -
RT. 309 & BROAD STREET P.O. BOX 788 LANSDALE PA. 19446-0632 (215) 822-0166 / (215) 646-7111 FAX(215) 822-0380		WORK ORDER NO.: 23192 / DRAW NO.: 107	DATE: FEB-98
THIS DESIGN/ENGINEERING PROPOSAL IS TO REMAIN CAPITOL'S EXCLUSIVE PROPERTY UNTIL APPROVED AND ACCEPTED THRU PURCHASE BY CLIENT NAMED ON DRAWING.		REF.: DRAW. NO.: --- / PAGE __ OF __	REV # 1 DATE: 5/08/98 GL
		NOTE: (EX DRAW NO.: 1896 - DATE: 1/9/98)	REV # - DATE: --/--/-- --
			REV # - DATE: --/--/-- --

SIGNS WILL BE WHITE

3M SCOTCHPRINT OUTDOOR VINYL WINDOW GRAPHICS



BankAtlantic VIP Will Call
40” W x 36” H

GulfStream Will Call
40” W x 36” H

3M Scotchprint Graphics on 3M Vinyl

LOCATION: Southern VIP Box Office

AD GRAPHICS

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE CHAPTER 3108, ARTICLE 600 AND ANY AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE.
GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2” RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

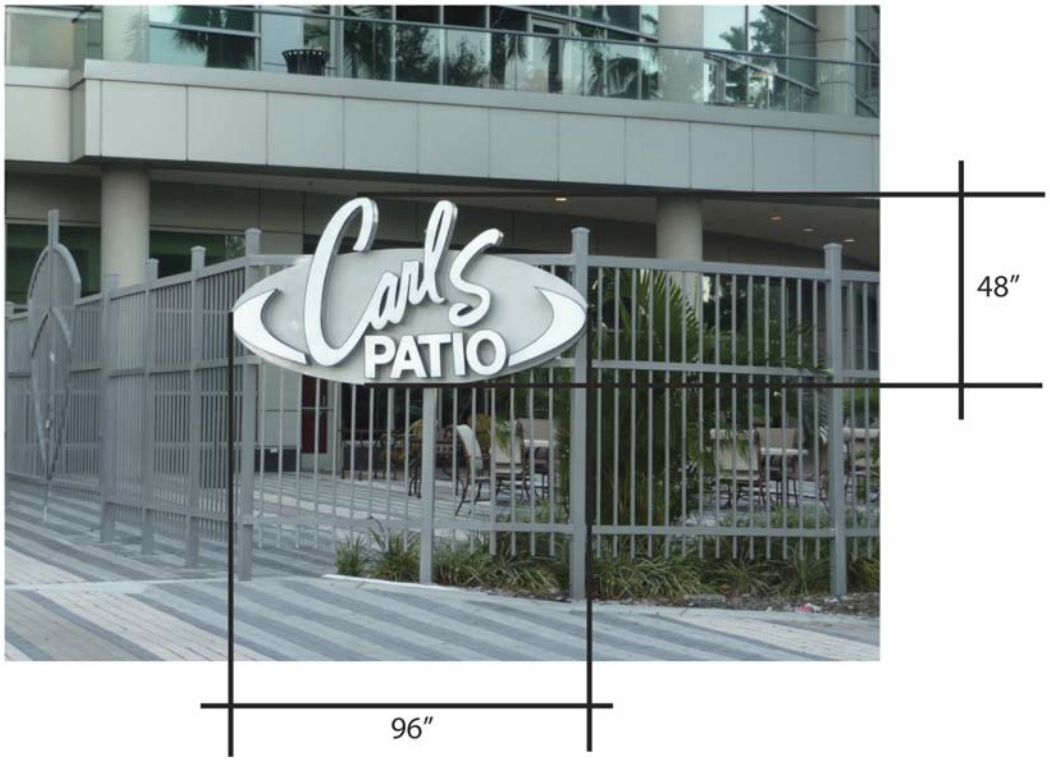
MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

CARL'S PATIO OUTDOOR SIGNS



Carls Patio Outdoor Signs

Dimensions: 96" W x 48"H

TOTAL: 2

AdGraphics

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

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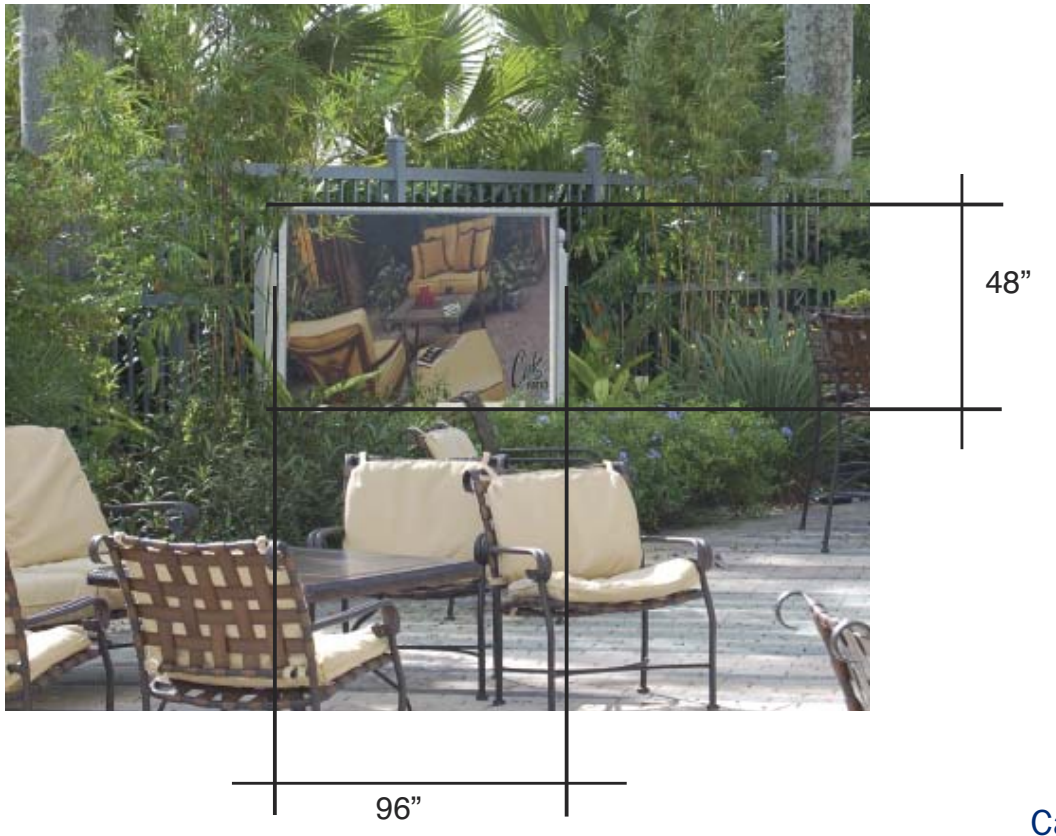
MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

CARL'S PATIO OUTDOOR SIGNS



Carls Patio Outdoor Signs

(8) 96” W x 48”H
mounted onto
3/16” C-Bond
attached to
(2) 4x4 Post 72”

AdGraphics

CONTRACTOR

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EC13002313
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PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

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SUNRISE, FL. 33323

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N.T.S	N/A

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MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

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UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

CARLS PATIO COLUMN LOGOS

CARLS PATIO COLUMN LOGO
DECALS

(6) 30” W X 20” H

OUTDOOR DIECUT
3M VINYL LETTERING

AD GRAPHICS

CONTRACTOR

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EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

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MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

ILLUMINATED CABINET SIGN

EAST ELEVATION

106.25 SQ. FT.

BAKATLANTIC CENTER/
LEXUS TUNNEL SIGN

(1) 14’-4”W X 7’-6”H

OUTDOOR ILLUMINATED
CABINET SIGN

AdGraphics

CONTRACTOR

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EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

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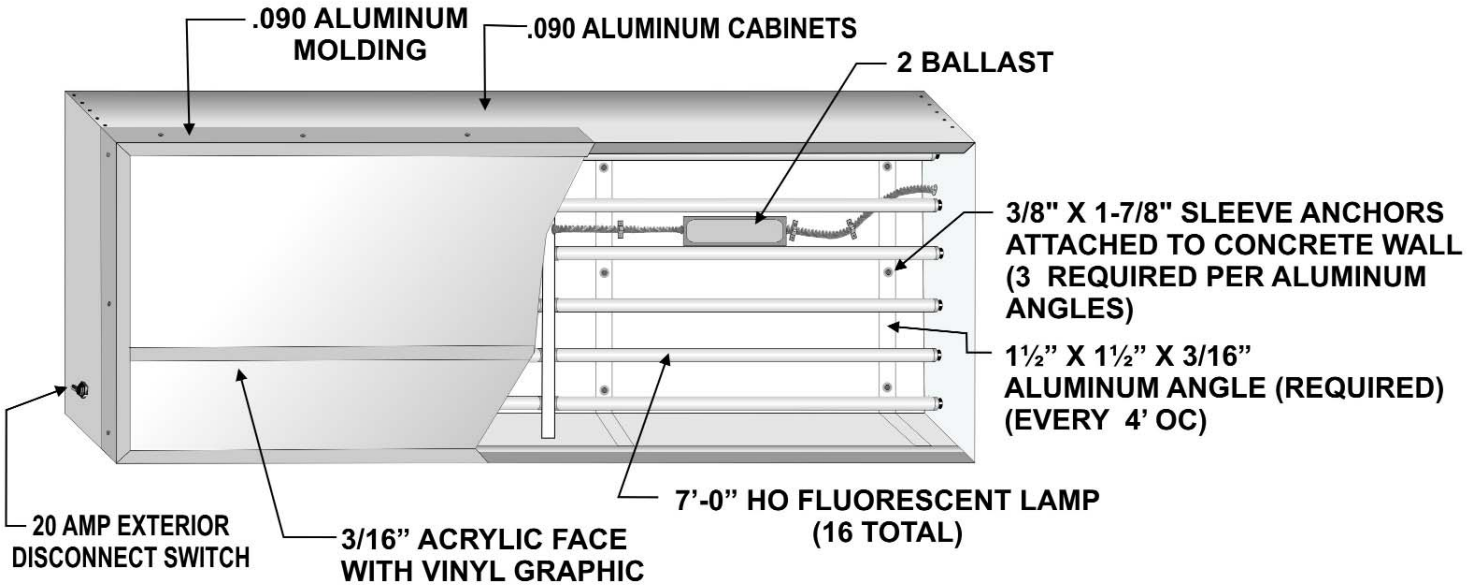
MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

CABINET WALL SIGN



Electrical Information

PANEL BOARD "A" SCHEDULE

POWER: 120/240 V

WIRE	CKT	BKR	LOAD DESCRIPTION	KVA	PHASE	KVA	LOAD DESCRIPTION	BKR	CKT	WIRE
12	1	20	LIGHTS	1640	1	1640	LIGHTS	20	2	12
12	3	20	LIGHTS	1640	2	1640	LIGHTS	20	4	12
12	5	20	LIGHTS	1640	1	1640	LIGHTS	20	6	12
12	7	20	LIGHTS	1640	2	1640	SIGN	20	8	12
12	9	20	LIGHTS	1640	1	1640	LIGHTS	20	10	12

LOAD PER PHASE: 10400/10400 TOTAL LOAD: 20800

EXISTING: DISCONNECT SWITCH FUSED AT 125 AMPS. AT METER CTR.

4 # 2 IN 2C

EXISTING: ELECTRICAL SERVICE FROM MAIN DISTRIBUTION EQUIPMENT

PANEL "A"

TOTAL AMPS 6.50
1- 20 AMP CIRCUIT REQUIRED PER SIGN

FLUORESCENT BALLAST APPLICATION DATA

Plastic Sign Ballasts - High Output 800 MA RS Lamps 120 Volts - 60 Hz

No. of Lamps	Lamp footage Min.	Max.	MODEL	Input Volts (60 Hz)	Max. Line Current Amps	Open Circuit Voltage
16	24	36	668D	120	3.25	1000

2 BALLAST TOTAL AMPS 6.50

ALL ELECTRICAL COMPONENTS ARE (UL) LISTED
SIGN GROUNDED ACCORDING TO NEC 600

AdGraphics

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

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GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2" RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

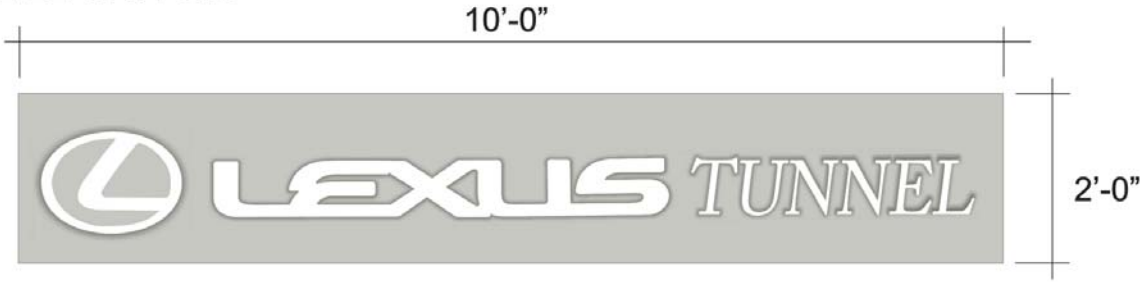
TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

ILLUMINATED CABINET SIGN

20 SQ.FT.

WEST ELEVATION



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11/09/09	SEAN SALIVA
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N.T.S	N/A

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UL LABEL APPLIED

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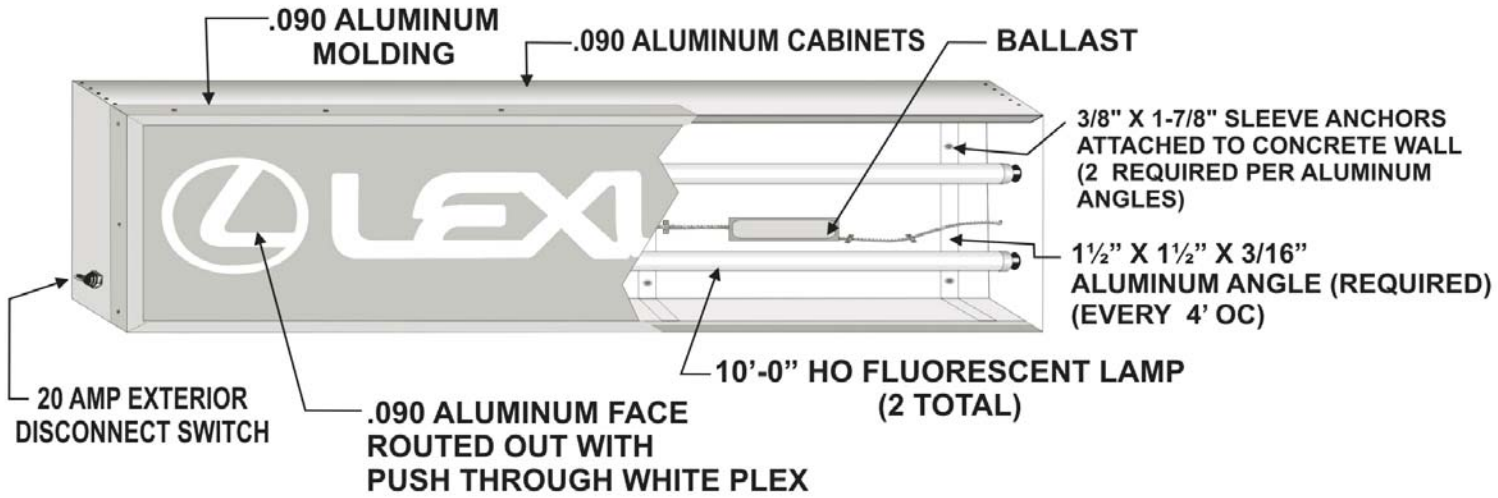
BankAtlantic CENTER

CABINET WALL SIGN



Electrical Information

PANEL BOARD "A" SCHEDULE

POWER: 120/240 V

WIRE			LOAD DESCRIPTION		PHASE		LOAD DESCRIPTION			WIRE
12	1	20	LIGHTS	1640	1	1640	LIGHTS	20	2	12
12	3	20	LIGHTS	1640	2	1640	LIGHTS	20	4	12
12	5	20	LIGHTS	1640	1	1640	LIGHTS	20	6	12
12	7	20	LIGHTS	1640	2	1640	SIGN	20	8	12
12	9	20	LIGHTS	1640	1	1640	LIGHTS	20	10	12

LOAD PER PHASE: 10400/10400 TOTAL LOAD: 20800

EXISTING: DISCONNECT SWITCH FUSED AT 125 AMPS AT METER CTRL — 4 # 2 IN 2C — EXISTING PANEL "A"

EXISTING: ELECTRICAL SERVICE FROM MAIN DISTRIBUTION EQUIPMENT

TOTAL AMPS 3.25
1- 20 AMP CIRCUIT REQUIRED PER SIGN

FLUORESCENT BALLAST APPLICATION DATA

Plastic Sign Ballasts - High Output 800 MA RS Lamps 120 Volts - 60 Hz

No. of Lamps	Lamp footage Min.	Max.	MODEL	Input Volts (60 Hz)	Max. Line Current Amps	Open Circuit Voltage
12	24	36	668D	120	3.25	1000

1 BALLAST TOTAL AMPS 3.25

ALL ELECTRICAL COMPONENTS ARE (UL) LISTED
SIGN GROUNDED ACCORDING TO NEC 600

AdGraphics

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE: N.T.S	LIGHTING: N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

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GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2" RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

FLAT ALUMINUM WALL SIGN - “SECURITY OFFICE”

DIMENSIONS: 81” W x 10” H
.080 Aluminum
MOUNTED TO WALL WITH TAPCONS: 12” O.C.
TOTAL: 1

AdGraphics

CONTRACTOR

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EC13002313
348 NW 102nd TERR
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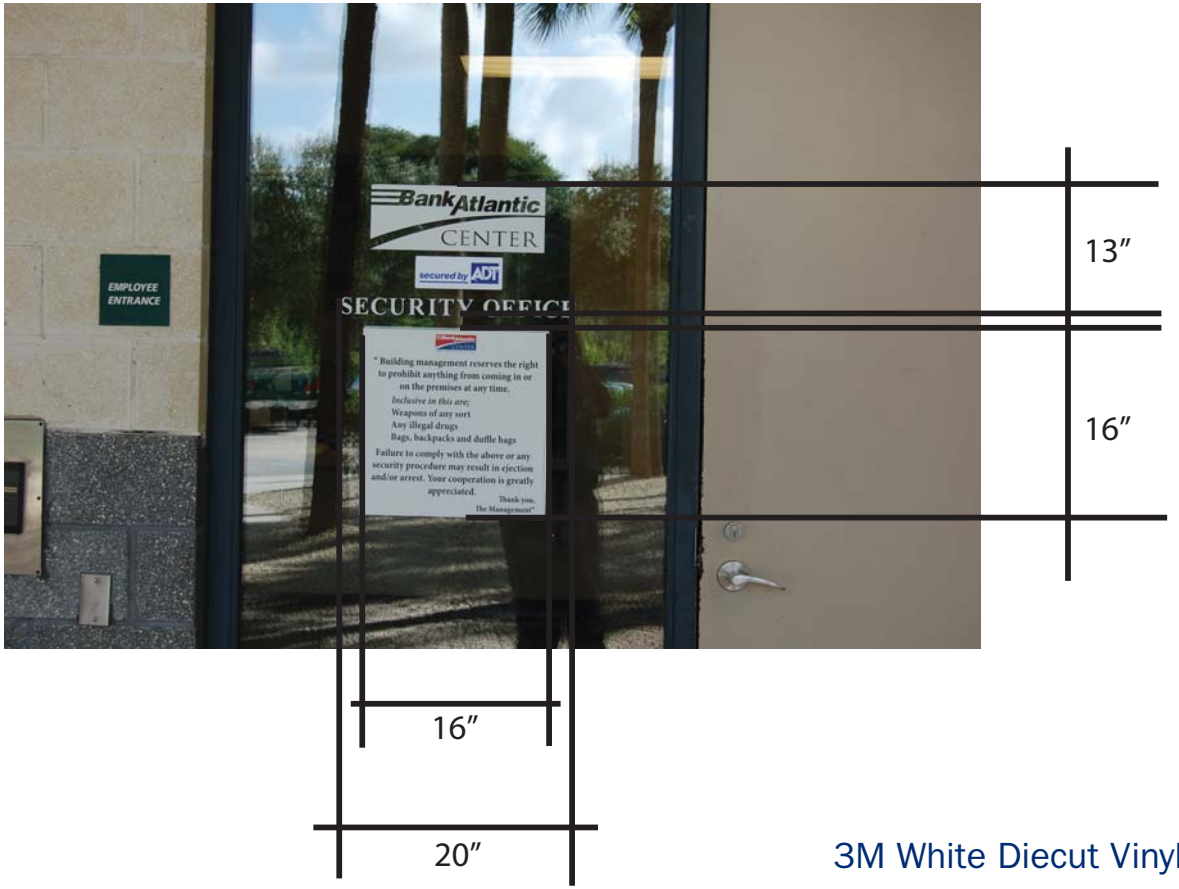
BankAtlantic CENTER

SECURITY OFFICE DOOR WINDOW SIGN



3M White Diecut Vinyl Letters & Logos
20”W x 13”H

3/16” Thick PVC w/ Vinyl Decal Applied
16”W x 16”H

AD GRAPHICS

CONTRACTOR

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BankAtlantic CENTER

BANKATLANTIC CENTER ADMINISTRATIVE OFFICES

Bankatlantic Center Sign

.080 Aluminum
96” W X 24” H

Administrative Offices

72”w X 12” H
3/16” Clear Acrylic
Text Hieght 9”

AD GRAPHICS

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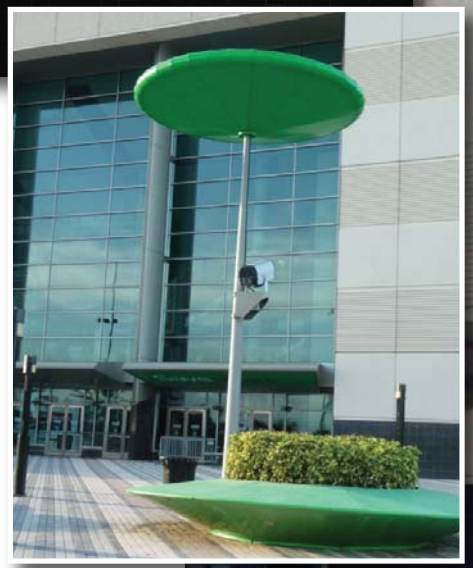
BankAtlantic CENTER

EXTERIOR GOBO GRAPHIC PROJECTION SIGN



Projectors will be on from 6pm-10pm on event days only.

Images Cycle Through Every Minute

AD GRAPHICS

CONTRACTOR

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UL LABEL APPLIED

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BankAtlantic CENTER

Special Events Section

PROPOSED DOUBLE SIDED EVENT POLE BANNERS

LOCATION:
PANTHER PARKWAY
&
136TH STREET

AD GRAPHICS

CONTRACTOR

ONLY ELECTRIC CO,, INC.
QUALIFIER: YOAV ADIKA
EC13002313
348 NW 102nd TERR
PLANTATION, FL. 33324
TEL: (954) 476-5617

JOB NAME & ADDRESS

BANKATLANTIC CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
11/09/09	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

ALL BREAKERS AND TIMING DEVICES SHALL BE IDENTIFIED AT TIME OF INSTALLATION

PRIMARY WIRING BY OTHERS PER NEC 600-21.

ALL ELECTRICAL WIRING AND INSTALLATION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE CHAPTER 3108, ARTICLE 600 AND ANY AND ALL ARTICLES OF THE CURRENT NATIONAL ELECTRIC CODE.
GROUNDING BONDING OF THE SIGN AS PER NEC 250
SERVICE DISCONNECT AS PER NEC 600-2.
1/2" RACEWAY WITH #12 WIRE (THHN,THWN)

ALL SIGN COMPONENTSARE U.L. LISTED & APPROVED

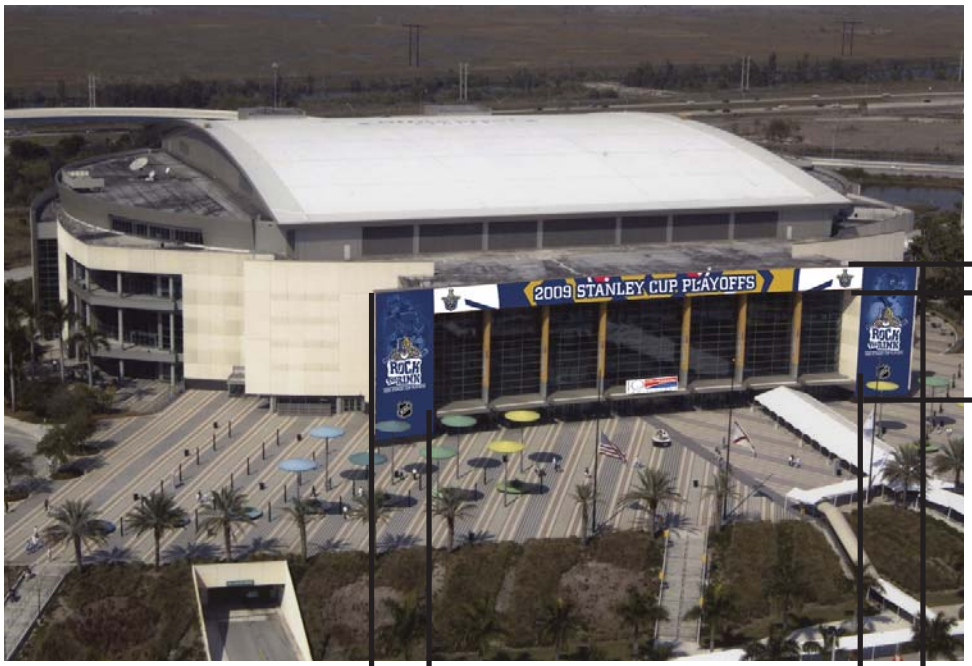
MANUFACTURER OF SECONDARY ELECTRICAL SOURCE IS LECIUP

CONFORMS TO U.L. 48 & U.L. 2161
UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

MAIN ENTRANCE FACADE SPECIAL EVENT BANNERS



Dimesions:
Facade: 235’ W X 10.5’ H
Sides: 29’ W X 64’ H
3m Scotchprint Graphics
On 3M Vinyl

AdGraphics

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TEL: (954) 476-5617

JOB NAME & ADDRESS

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SUNRISE, FL. 33323

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11/09/09	SEAN SALIVA
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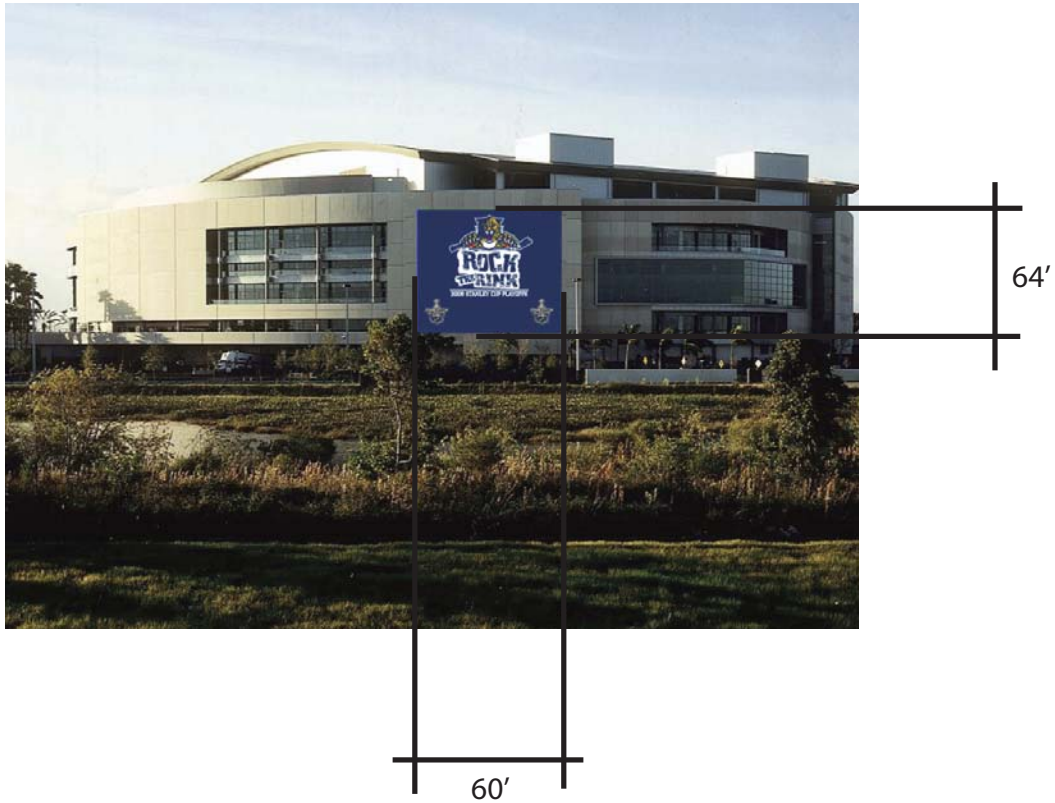
BankAtlantic CENTER

SPECIAL EVENT BANNER NORTHWEST SIDE OF BUILDIN



Dimesions:
60’ W X 64’H
3m Scotchprint Graphics
On 3M Vinyl

AdGraphics

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CONFORMS TO U.L. 48 & U.L. 2161
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TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

MAIN ENTRANCE 3M SCOTCHPRINT WINDOW GRAPHICS

632” W X 1,272”
3m Scotchprint Graphics
On 3M Vinyl

Total: 1

AD GRAPHICS

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UL LABEL APPLIED

TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BankAtlantic CENTER

Revised
Plans
12/10/2013

PARK AND RIDE COVERED BENCHES

AD GRAPHICS

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JOB NAME & ADDRESS

BB&T CENTER
1 PANTHER PARKWAY
SUNRISE, FL. 33323

DATE:	DESIGNER:
09/21/12	SEAN SALIVA
SCALE:	LIGHTING:
N.T.S	N/A

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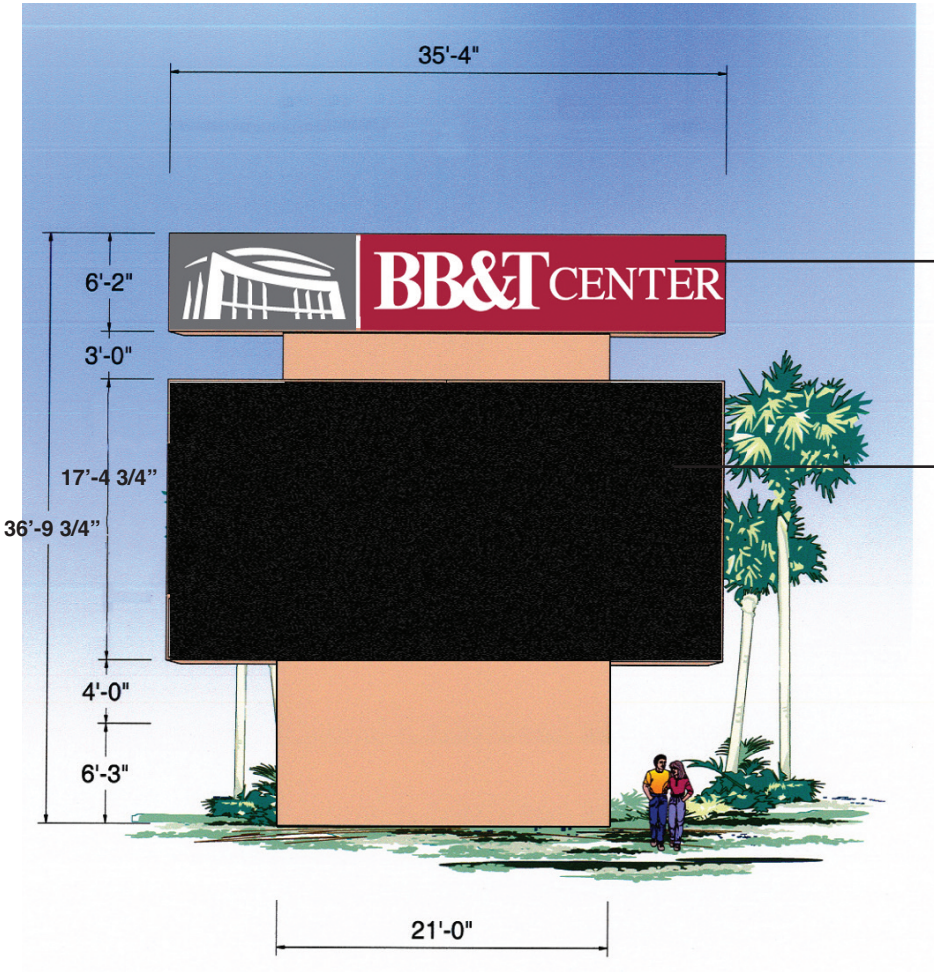
TIME CLOCK OR PHOTO CELL REQUIRED FOR EACH CIRCUIT P;ER FBC

BB&T CENTER
THE CENTER OF IT ALL

EAST MARQUEE



BACKLIT CABINET SIGN

LED DISPLAY

*LED displays shall automatically adjust its intensity of illumination based on natural light conditions.

136th Ave. Marquee

EXISTING

AD GRAPHICS

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BB&T CENTER
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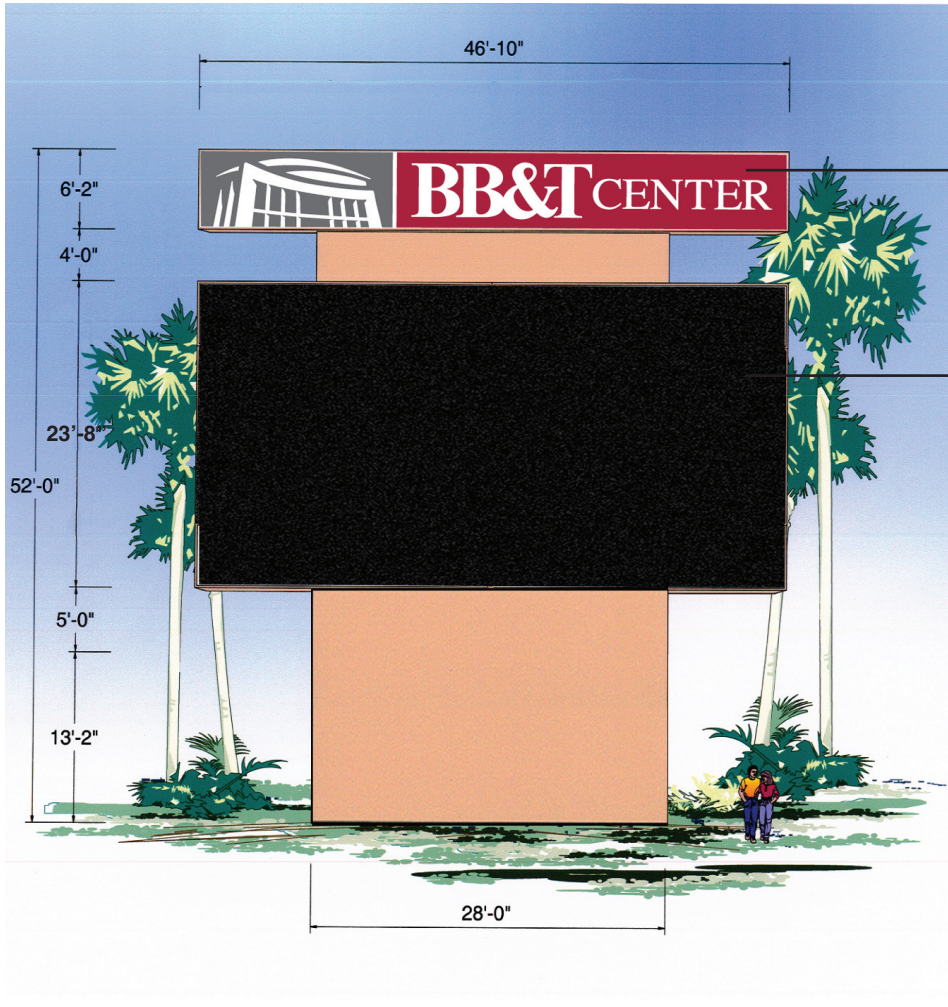
WEST MARQUEE



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EXISTING

BB&T CENTER
THE CENTER OF IT ALL

AGENDA ITEM REQUEST

Originating Department: City Attorney

Item Title: Amendment

Item Number: 10K **Meeting Date:** 9/15/2025

City Reference Number (C#): C25194

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Chapter 14 of the City code, "Traffic and Motor Vehicles," by creating article IV entitled "Speed Detection Systems in School Zones," authorizing the use of the school zone speed detection systems in accordance with state law; providing for a local hearing officer; establishing administrative costs; designating school zone locations constituting a heightened safety risk; providing for conflict; providing for severability; providing for inclusion in the City code; and providing for an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25194
School Zone Speed Safety Program
Florida Statute 316.1896
Florida Statute 316.008
Florida Statute 316.0776

Background:

In 2023, the Florida Legislature approved CS/CS/CS/SB 588, which authorized local governments to install and use automated speed detection systems to enforce school zone speed limit violations in excess of 10 miles per hour over the applicable speed limit. State law authorizes automated school zone speed enforcement beginning 30 minutes before the school day begins, during the entirety of the school day, and within 30 minutes after the school day ends.

Chapter 316, Florida Statutes, outlines the requirements and procedures that local governments must follow in order to implement an automated speed detection system program:

- The installation and use of speed detection systems in school zones must be authorized by ordinance. At the public hearing on such ordinance, the City Commission must consider traffic data or other evidence supporting the installation and operation of each proposed speed detection system, and must determine that the school zones where a speed detection system are to be placed constitute a heightened safety risk that warrants additional enforcement measures through the use of speed detection systems.
- Florida Department of Transportation (FDOT) regulates the placement and installation of school zone speed detection systems, including a requirement to post signage indicating that photo/video enforcement of school zone speed limits is in effect.
- A 30-day public awareness campaign must occur before enforcement may commence, and only warnings may be issued to violators during this period.
- Annual reports of the results of enforcement by the automated speed detection systems must be presented during a public hearing at a City Commission meeting.
- School zone speed detection systems may not be used for remote surveillance. Recorded video or photographs may be used for purposes of determining civil or criminal liability for incidents captured incidental to speed enforcement.
- To ensure accuracy, speed detection systems are required to be able to perform self-tests and maintain a log of results. Independent calibration tests are required annually.
- Once an alleged violation is recorded, it is reviewed by the Police Department. If a violation is confirmed, a notice of violation is issued to the registered owner of the vehicle.
- If payment is not received within 30 days after a notice of violation is issued, a uniform traffic citation is issued unless the registered owner requested a hearing or submitted an affidavit demonstrating that the motor vehicle was operated by another individual.
- No points are assessed against the owner's driving record for a violation captured by a school zone speed detection system.

The Sunrise Police Department conducted a school zone speed study at 12 public schools and has compiled the traffic data and other evidence resulting from the study. The speed study is attached to this agenda item. The Police Department reviewed the data and concluded that a heightened safety risk exists at each of the 12 schools that supports the installation and operation of school zone speed detection systems at the following locations:

Piper High School
8000 Block NW 44th Street Eastbound

Bair Middle School
9100 Block Sunset Strip Eastbound
9100 Block Sunset Strip Westbound

Westpine Middle School
5000 Block NW 94th Avenue Northbound
5000 Block NW 94th Avenue Southbound
9200 Block NW 50th Street Eastbound
9200 Block NW 50th Street Westbound

Horizon Elementary School
2100 Block N. Pine Island Road Northbound
2100 Block N. Pine Island Road Southbound

Sawgrass Elementary School
12600 Block NW 8th Street Eastbound
12600 Block NW 8th Street Westbound

Discovery Elementary School
8800 Block W. Commercial Boulevard Eastbound
5400 Block N. Pine Island Road Southbound

Challenger Elementary School
9400 Block W. Commercial Boulevard Eastbound

Banyan Elementary School
4900 Block N. Pine Island Road Southbound

Village Elementary School
6800 Block Sunset Strip Eastbound
6800 Block Sunset Strip Westbound

Nob Hill Elementary School
10400 Block Sunset Strip Eastbound
10400 Block Sunset Strip Westbound

Welleby Elementary School
3200 Block N. Nob Hill Road Northbound
3200 Block N. Nob Hill Road Southbound

Sandpiper Elementary School

3700 Block Hiatus Road Northbound
3700 Block Hiatus Road Southbound

The attached Ordinance authorizes the use of speed detection systems in school zones, provides for the use of a local hearing officer, establishes administrative costs for sustained violations, and designates each of the above-referenced school zone locations as a heightened safety risk that warrants additional enforcement measures.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Thomas P. Moss Phone: 954-746-3300

Department Head Name and Title:
Thomas P. Moss - City Attorney

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 14 OF THE CITY CODE, "TRAFFIC AND MOTOR VEHICLES," BY CREATING ARTICLE IV ENTITLED "SPEED DETECTION SYSTEMS IN SCHOOL ZONES"; AUTHORIZING THE USE OF SCHOOL ZONE SPEED DETECTION SYSTEMS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR A LOCAL HEARING OFFICER; ESTABLISHING ADMINISTRATIVE COSTS; DESIGNATING SCHOOL ZONE LOCATIONS CONSTITUTING A HEIGHTENED SAFETY RISK THAT WARRANTS ADDITIONAL ENFORCEMENT MEASURES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, school zones are designated portions of streets or roads located within a school area that are subject to a reduced speed limits at certain times of the day; and

WHEREAS, speeding in school zones presents a threat to the public health, safety, and welfare, especially the safety of children attending schools in the City; and

WHEREAS, Chapter 2023-174, Laws of Florida (the "Act"), created Section 316.1896, Florida Statutes, and authorized counties and municipalities to use speed detection systems to enforce school zone speed limits for violations in excess of ten (10) miles per hour over the applicable speed limit at certain times of the day; and

WHEREAS, in accordance with the Act, the City must enact an ordinance authorizing the installation of speed detection systems in school zones. As part of the public hearing on such ordinance, the City must consider traffic data or other evidence supporting the installation and operation of each proposed speed detection system, and must determine that the school zone where a speed detection system is to be placed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, consistent with the requirements of Section 316.008(9)(c), Florida Statutes, in consideration of implementing speed detection systems in school zones, the City held a public hearing at which the City Commission considered relevant traffic data and other evidence supporting the installation and operation of school zone speed detection systems; and

underscored text are additions

WHEREAS, the City Commission has determined, based upon the evidence considered, the locations of specific school zones in the City which constitute a heightened safety risk that warrants additional enforcement measures through the use of speed detection systems; and

WHEREAS, in consideration of the traffic data and evidence presented, which supports the installation and operation of each proposed school zone speed detection system due to heightened safety risks, the City Commission desires to implement an automated speed detection program in school zones in order to reduce speeding and benefit the public health, safety, and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That the Code of the City of Sunrise, Florida is hereby amended by creating Chapter 14, Article IV, entitled "Speed Detection Systems in School Zones," to read as follows:

CHAPTER 14 – TRAFFIC AND MOTOR VEHICLES

* * *

ARTICLE IV: - SPEED DETECTION SYSTEMS IN SCHOOL ZONES

Section 14-90. - Purpose and intent.

The purpose of this article is to protect the health, safety, and welfare of the residents and visitors of the City of Sunrise by authorizing the placement, installation, and use of speed detection systems on roadways within the jurisdiction of the city to promote compliance with speed limits in school zones, as authorized by and in accordance with F.S. Ch. 316, as may be amended from time to time. This article is intended to provide a supplemental means of enforcing speed limit violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with F.S. Ch. 316.

Section 14-91. - Use of speed detection systems.

In accordance with F.S. Ch. 316, the city exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the city's jurisdiction. Use of such

systems shall comply with F.S. Ch. 316, including but not limited to the requirements and procedures for the collection of evidence, public records and retention, enforcement powers and procedures, review of photographs or video images from the speed detection systems, notice of violation issuance, hearing procedures and appeals, defenses, and penalties. The city may utilize recorded video or photographs collected by speed detection systems for purposes of determining civil or criminal liability for incidents captured incidental to speed enforcement in accordance with F.S. Ch. 316.

Section 14-92. - Implementation of Florida law.

The Chief of Police is authorized to implement the provisions and requirements of the state law, including F.S. Ch. 316, as may be amended from time to time, and may take any action which is necessary for such purpose.

Section 14-93. - Use of local hearing officer.

The city shall utilize its special magistrate or other local hearing officer, as defined in F.S. § 316.003, as the local hearing officer designated to conduct hearings for violations detected by school zone speed detection systems.

Section 14-94. – Administrative costs.

In addition to the penalties assessed under F.S. § 316.1896(2), municipal costs in the amount of one hundred dollars ($100.00) shall be assessed for a violation which is upheld by the local hearing officer. The costs may be reduced to a minimum of fifty dollars ($50.00) at the discretion of the local hearing officer if the violation is no longer contested at the time of the hearing. A person may cancel his or her appearance before the local hearing officer by paying the penalty assessed under F.S. § 316.1896(2), plus administrative costs in the amount of fifty dollars ($50.00).

Section 14-95. - Designation of school zones constituting a heightened safety risk.

Speed detection systems are authorized for use at the school zone locations listed below, based upon the City Commission's finding that each location constitutes a heightened safety risk that warrants additional enforcement measures. The city may authorize the placement or installation of speed detection systems at additional school zone locations in accordance with applicable law.

SCHOOL	**LOCATION**
Piper High School	8000 Block NW 44 Street Eastbound
Bair Middle School	9100 Block Sunset Strip Eastbound

	9100 Block Sunset Strip Westbound
Westpine Middle School	5000 Block NW 94 Avenue Northbound 5000 Block NW 94 Avenue Southbound 9200 Block NW 50 Street Eastbound 9200 Block NW 50 Street Westbound
Horizon Elementary School	2100 Block N. Pine Island Road Northbound 2100 Block N. Pine Island Road Southbound
Sawgrass Elementary School	12600 Block NW 8 Street Eastbound 12600 Block NW 8 Street Westbound
Discovery Elementary School	8800 Block W. Commercial Blvd. Eastbound 5400 Block N. Pine Island Road Southbound
Challenger Elementary School	9400 Block W. Commercial Blvd. Eastbound
Banyan Elementary School	4900 Block N. Pine Island Road Southbound
Village Elementary School	6800 Block Sunset Strip Eastbound 6800 Block Sunset Strip Westbound
Nob Hill Elementary School	10400 Block Sunset Strip Eastbound 10400 Block Sunset Strip Westbound
Welleby Elementary School	3200 Block N. Nob Hill Road Northbound 3200 Block N. Nob Hill Road Southbound
Sandpiper Elementary School	3700 Block Hiatus Road Northbound 3700 Block Hiatus Road Southbound

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions

CITY OF SUNRISE

SCHOOL ZONE SPEED SAFETY PROGRAM

Protecting Our Most Vulnerable Population

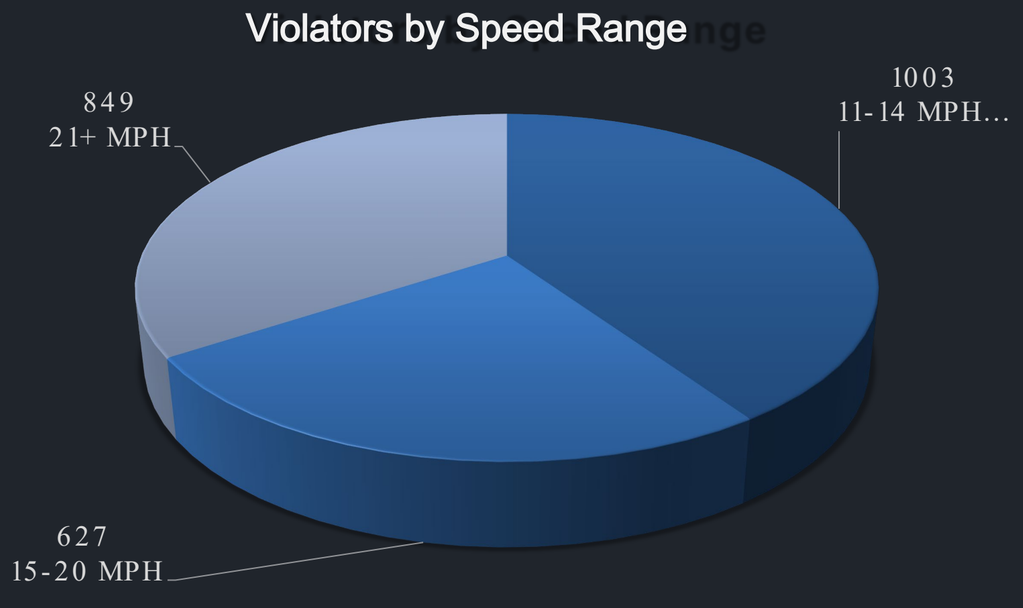
piper

High school

	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	165	39	23.6%	2019	251	12.4%	226	158	69.9%
8/12/2025	140	28	20.0%	2015	255	12.7%	195	109	55.9%
8/13/2025	168	41	24.4%	2202	251	11.4%	226	166	73.5%
8/14/2025	165	36	21.8%	2215	254	11.5%	293	278	94.9%
8/15/2025	175	53	30.3%	2220	225	10.1%	346	335	96.8%
TOTALS	813	197	24.2%	10,671	1236	12.0%	1286	1046	81.0%

NW 44th Street Jurisdictional Note:

- The eastbound lanes of NW 44th Street fall within the jurisdiction of the City of Sunrise.
- The westbound lanes are under the jurisdiction of the City of Lauderhill.

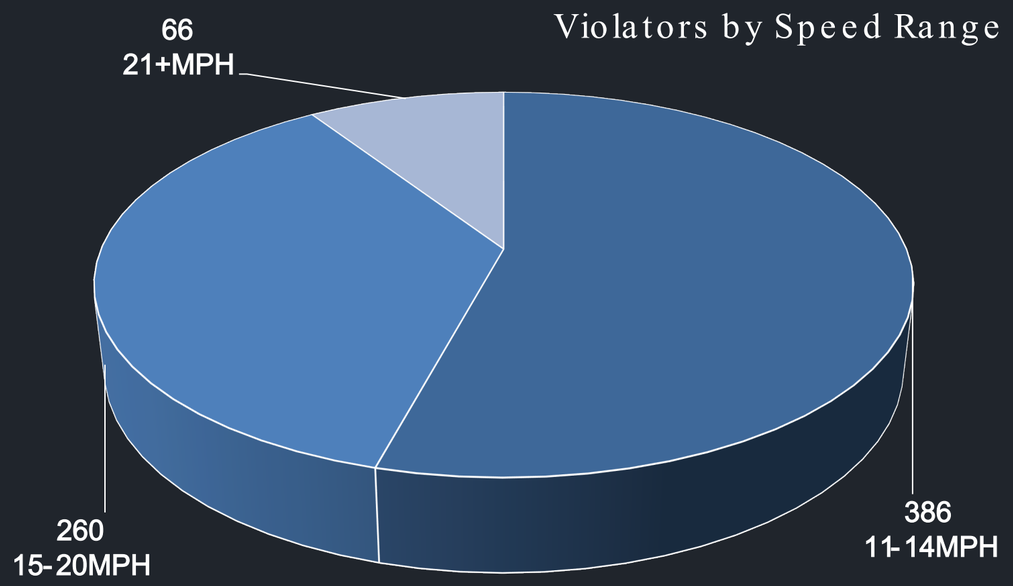


West Pine Middle School &
Banyan Elementary school

NW 94th Ave

	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	534	38	7.1%	1455	13	0.9%	317	86	27.1%
8/12/2025	636	35	5.5%	1391	9	0.6%	301	70	23.3%
8/13/2025	596	32	5.4%	1370	14	1.0%	318	108	34.0%
8/14/2025	575	44	7.7%	1440	17	1.2%	335	91	27.2%
8/15/2025	616	36	5.8%	1574	22	1.4%	317	97	30.6%
TOTALS	2957	185	6.3%	7,230	75	1.0%	1588	452	28.5%

Northbound and Southbound traffic on NW 94th Ave

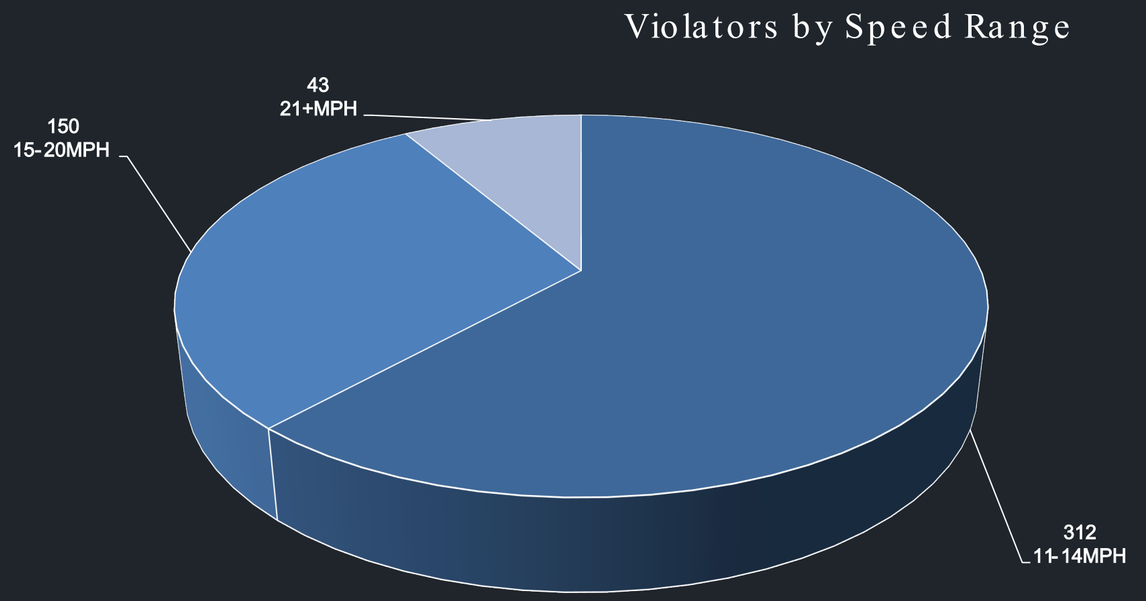


West Pine Middle School &
Banyan Elementary school

NW 50th St

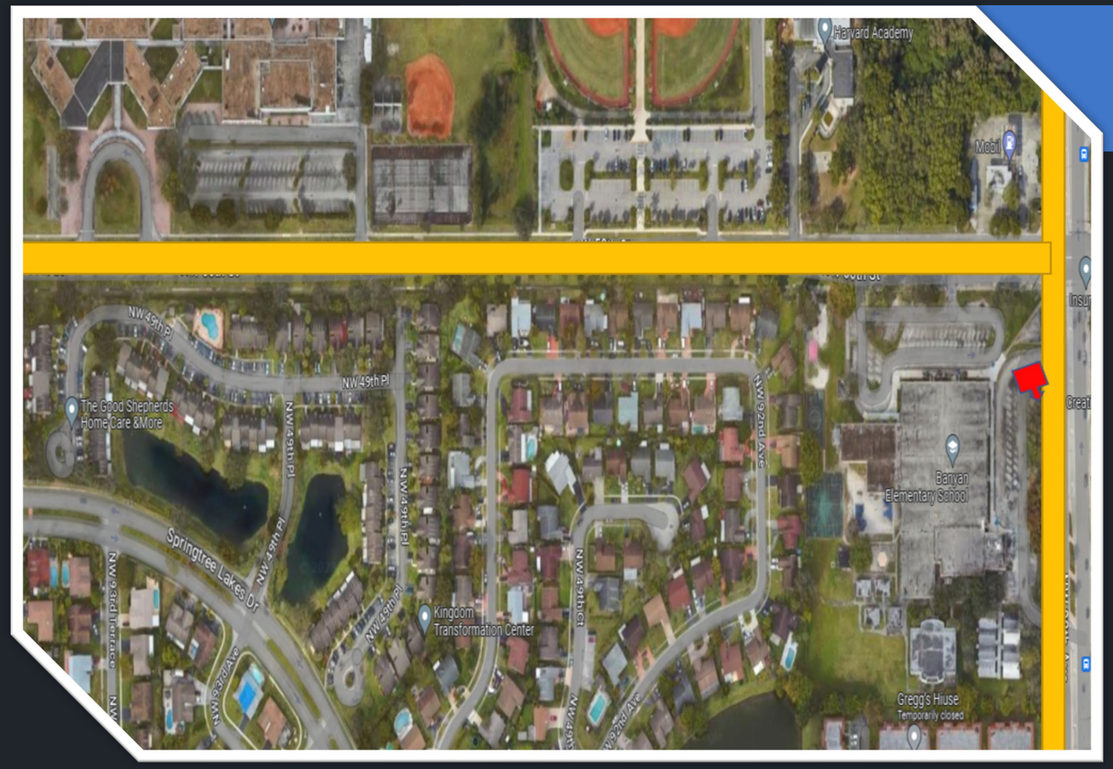
	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	270	16	5.9%	484	67	13.8%	48	12	25.0%
8/12/2025	278	30	10.8%	516	66	12.8%	96	28	29.2%
8/13/2025	330	24	7.3%	389	50	12.9%	70	18	25.7%
8/14/2025	305	22	7.2%	454	55	12.1%	79	17	21.5%
8/15/2025	303	29	9.6%	460	57	12.4%	104	14	13.5%
TOTALS	1486	121	8.1%	2,303	295	12.8%	397	89	22.4%

Eastbound and westbound traffic on NW 50th St.



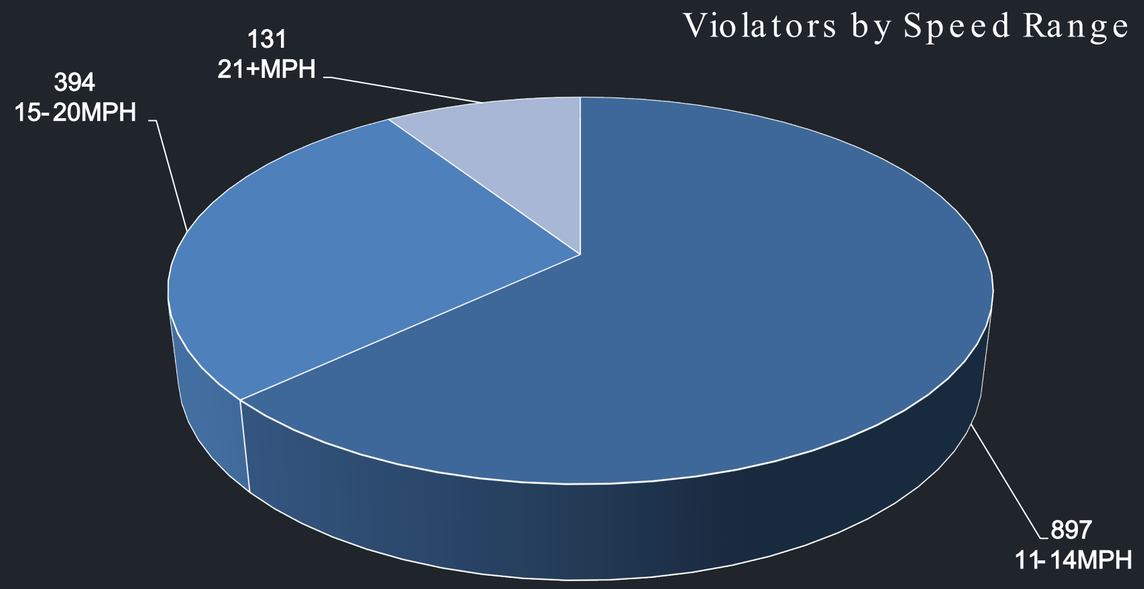
Banyan
Elementary School

	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	817	105	12.9%	4300	99	2.3%	503	141	28.0%
8/12/2025	767	68	8.9%	4316	86	2.0%	498	123	24.7%
8/13/2025	747	63	8.4%	4249	74	1.7%	443	101	22.8%
8/14/2025	737	88	11.9%	4487	101	2.3%	473	95	20.1%
8/15/2025	699	71	10.2%	4482	93	2.1%	488	114	23.4%
TOTALS	3767	395	10.5%	21,834	453	2.1%	2405	574	23.9%



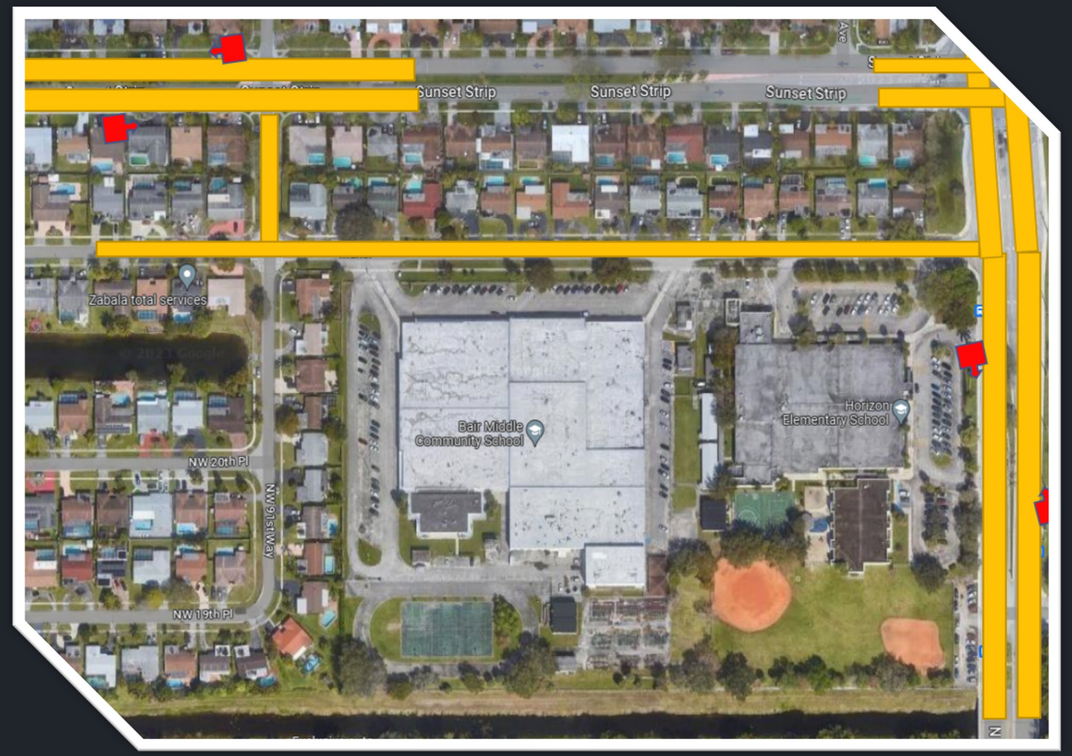
Southbound N. Pine Island Rd.

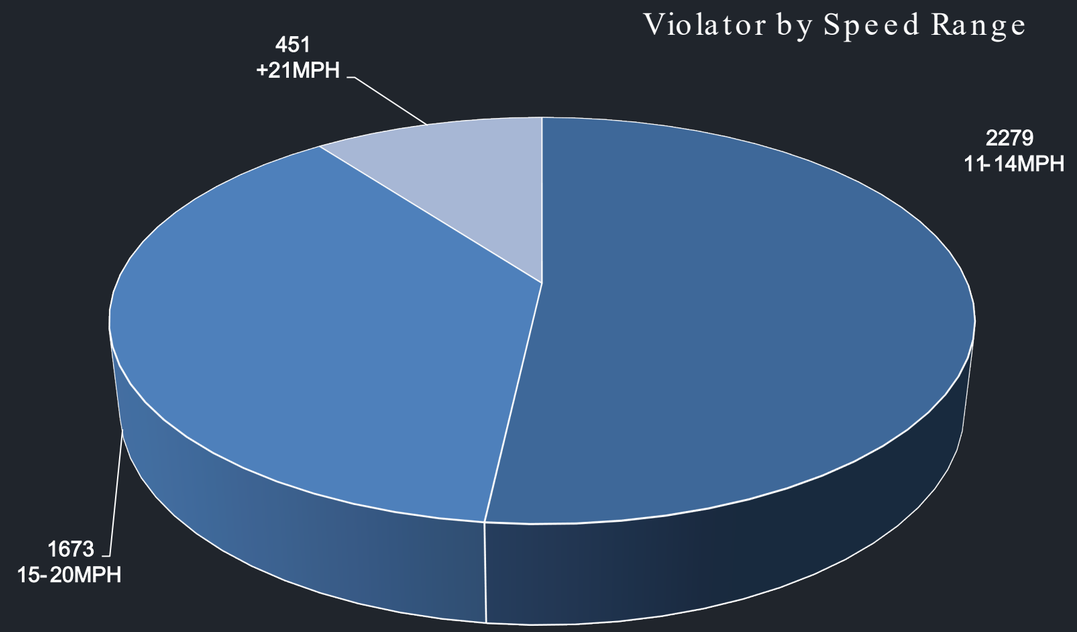
Northbound N. Pine Island Rd. is the City of Lauderhill.



Bair Middle School &
Horizon Elementary School

Sunset Strip									
	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	969	436	45.0%	2522	254	10.1%	339	146	43.1%
8/12/2025	1049	450	42.9%	2594	274	10.6%	421	180	42.8%
8/13/2025	1084	524	48.3%	2389	216	9.0%	326	132	40.5%
8/14/2025	1017	446	43.9%	2387	226	9.5%	432	185	42.8%
8/15/2025	1081	498	46.1%	2659	267	10.0%	411	169	41.1%
TOTALS	5200	2354	45.3%	12,551	1237	9.9%	1929	812	42.1%

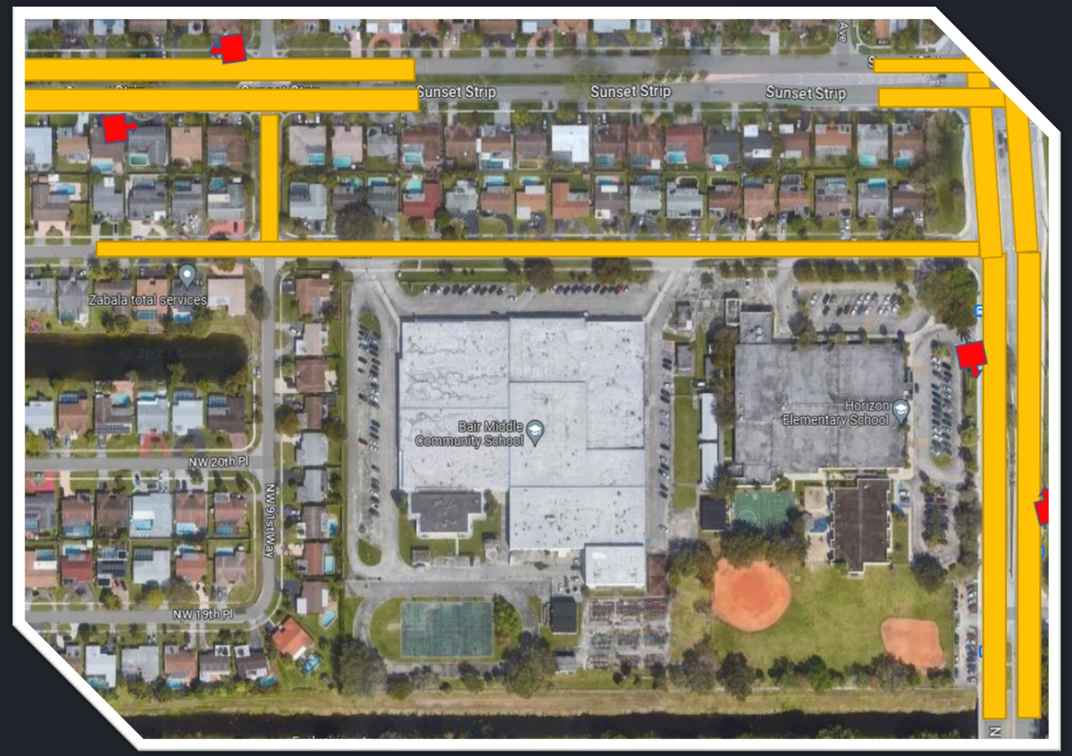


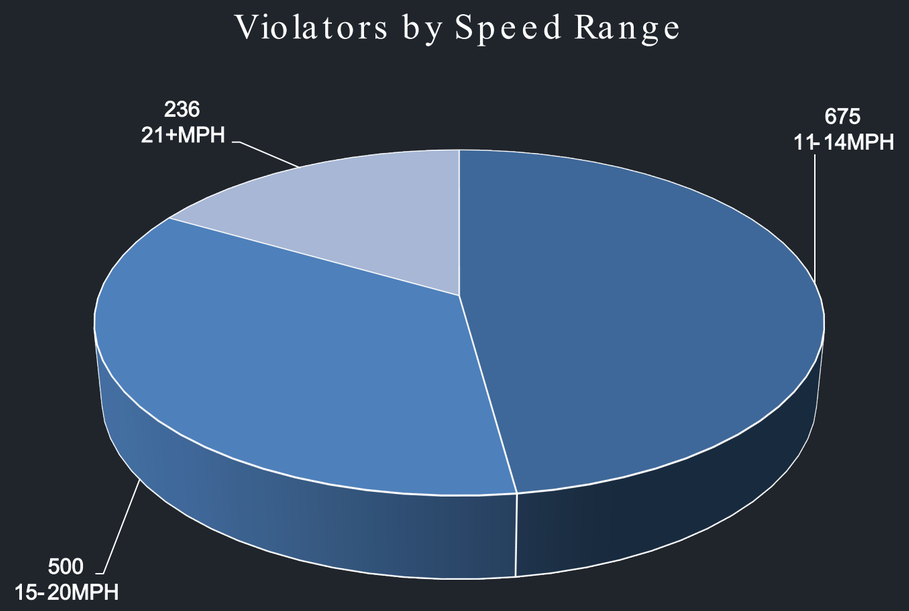


Bair Middle School &
Horizon Elementary School

N. Pine Island Rd

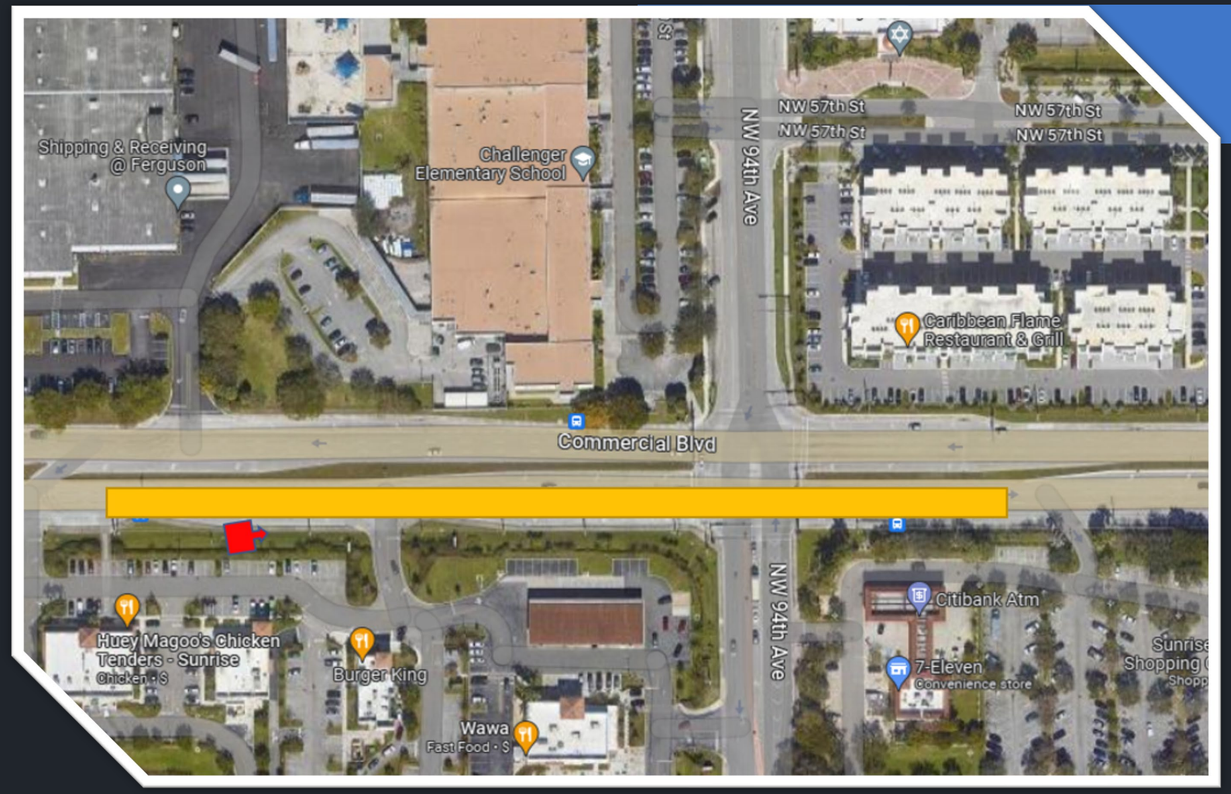
	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	1337	139	10.4%	8246	28	0.3%	540	96	17.8%
8/12/2025	1279	126	9.9%	8152	34	0.4%	589	118	20.0%
8/13/2025	1266	110	8.7%	7376	35	0.5%	505	103	20.4%
8/14/2025	1310	148	11.3%	8360	51	0.6%	652	124	19.0%
8/15/2025	1281	133	10.4%	8793	56	0.6%	579	110	19.0%
TOTALS	6473	656	10.1%	40,927	204	0.5%	2865	551	19.2%



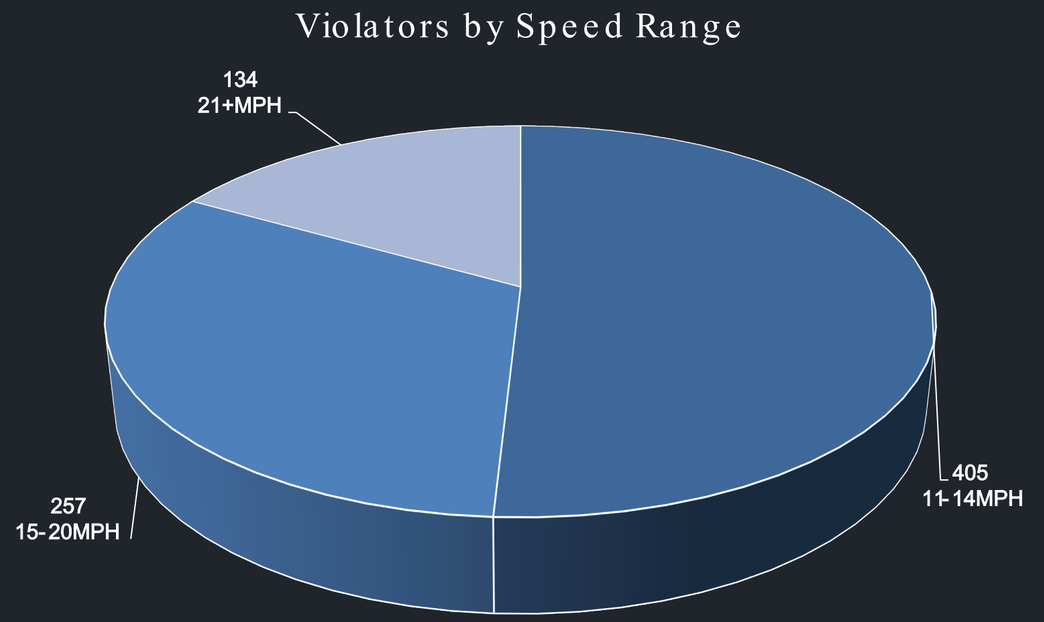


Challenger Elementary School &
Millenium Middle School - Tamarac

	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	806	59	7.3%	5015	30	0.6%	447	85	19.0%
8/12/2025	839	76	9.1%	5313	47	0.9%	414	48	11.6%
8/13/2025	761	45	5.9%	5183	39	0.8%	385	44	11.4%
8/14/2025	831	88	10.6%	5285	38	0.7%	415	45	10.8%
8/15/2025	813	56	6.9%	5402	36	0.7%	424	60	14.2%
TOTALS	4050	324	8.0%	26,198	190	0.7%	2085	282	13.5%



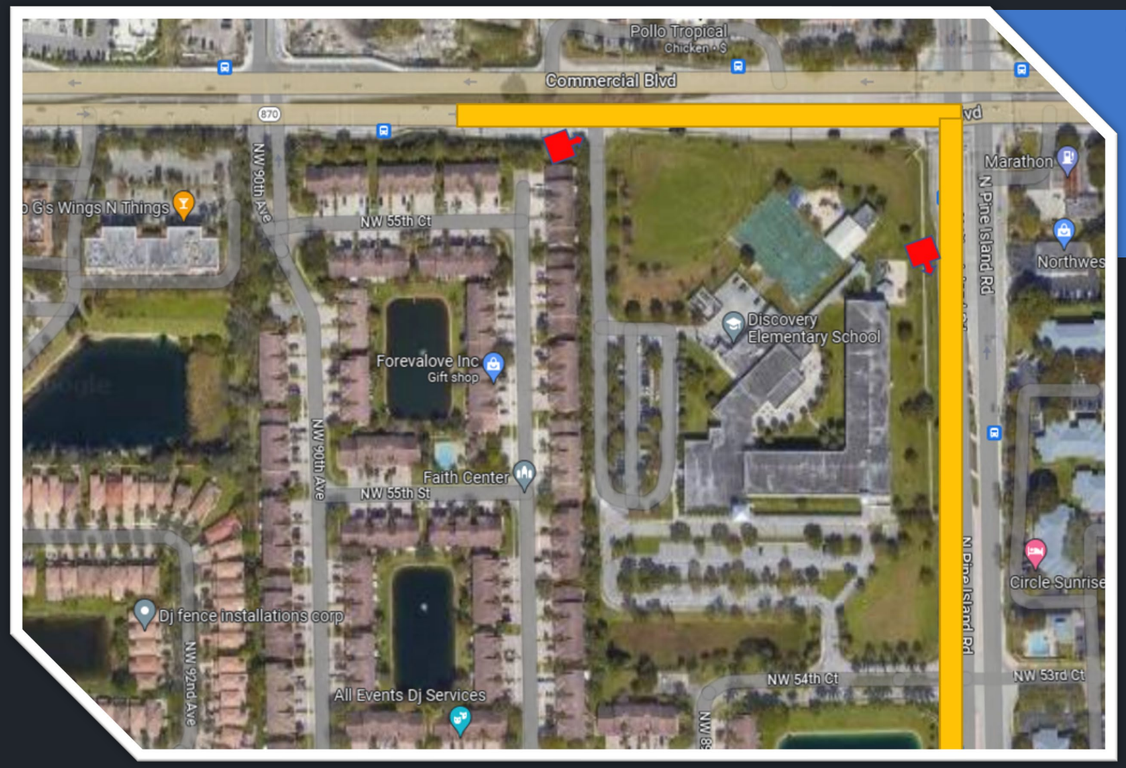
Challenger Elementary and Millenium Middle School are in the City of Tamarac; however, the Eastbound lanes of travel are in the City of Sunrise's jurisdiction.



Discovery
Elementary School

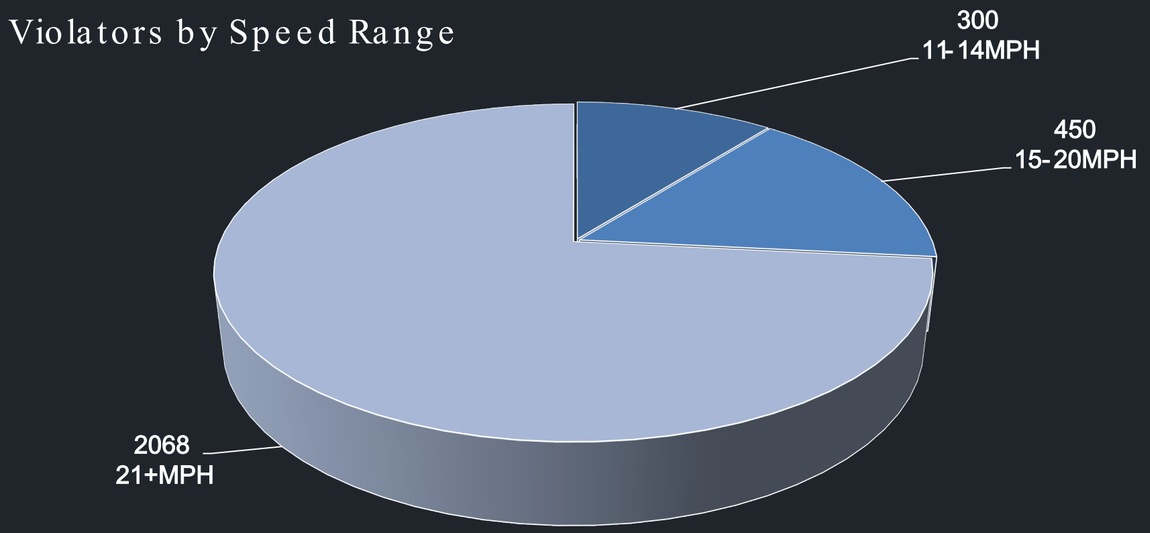
N Pine Island Rd

	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	380	141	37.1%	3048	25	0.8%	386	376	97.4%
8/12/2025	433	131	30.3%	3296	33	1.0%	403	390	96.8%
8/13/2025	456	146	32.0%	3342	14	0.4%	438	422	96.3%
8/14/2025	483	155	32.1%	3405	21	0.6%	446	420	94.2%
8/15/2025	544	123	22.6%	3471	20	0.6%	448	401	89.5%
TOTALS	2296	696	30.3%	16,562	113	0.7%	2121	2009	94.7%



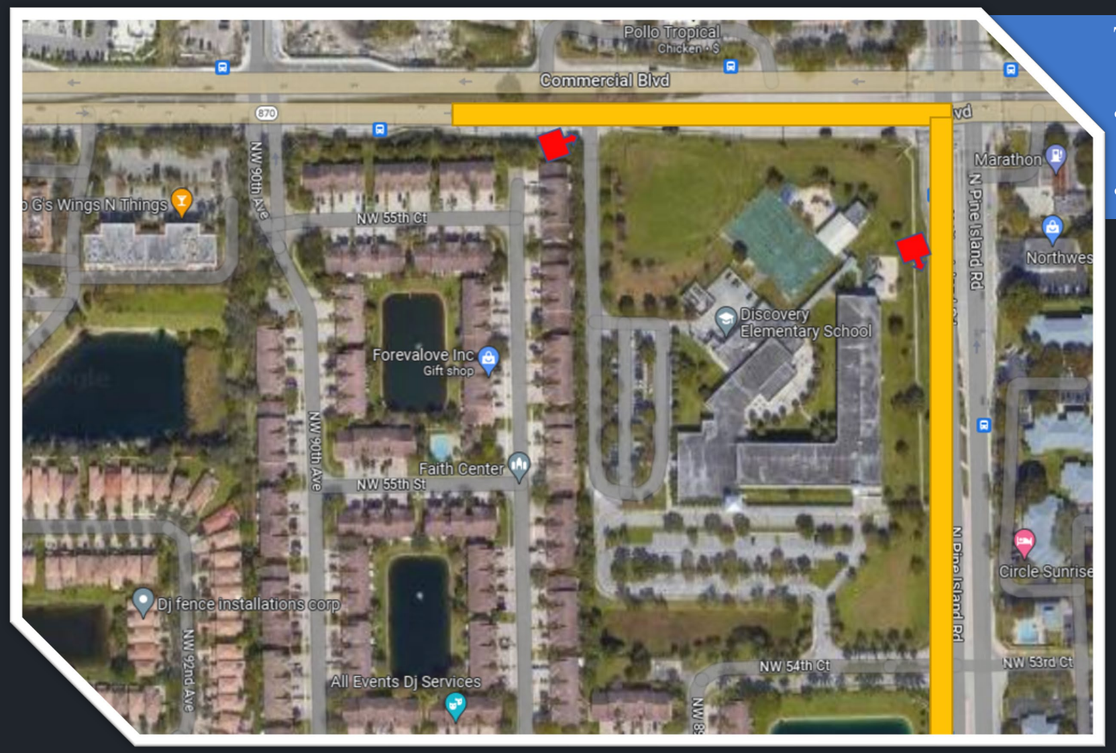
This schoolzone includes multiple jurisdictions:

- Eastbound Commercial Boulevard and Southbound North Pine Island Road fall within the jurisdiction of the City of Sunrise.
- Westbound Commercial Boulevard is within the City of Tamarac.
- Northbound North Pine Island Road falls under the City of Lauderhill.



Discovery
Elementary School

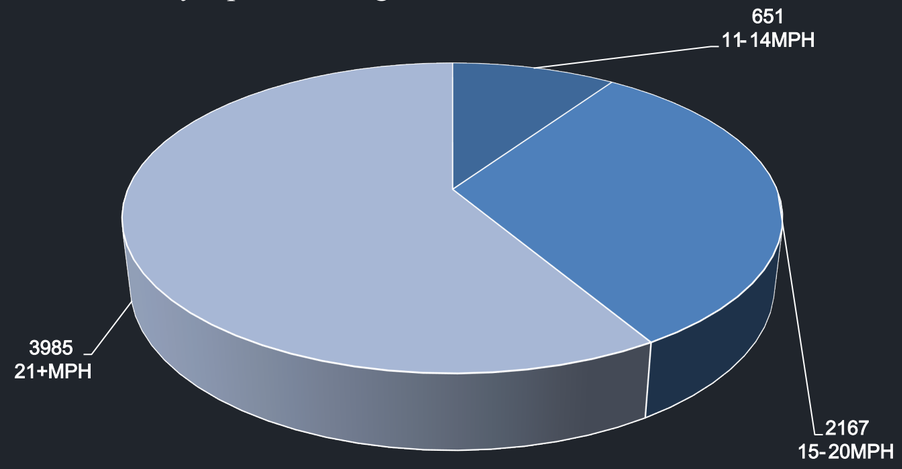
Commercial Blvd									
	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	924	760	82.3%	3156	2	0.1%	645	613	95.0%
8/12/2025	911	748	82.1%	3375	8	0.2%	613	588	95.9%
8/13/2025	912	761	83.4%	3151	5	0.2%	613	583	95.1%
8/14/2025	922	750	81.3%	3294	7	0.2%	593	571	96.3%
8/15/2025	881	751	85.2%	3537	5	0.1%	671	651	97.0%
TOTALS	4550	3770	82.9%	16,513	27	0.16%	3135	3006	95.9%



This schoolzone includes multiple jurisdictions:

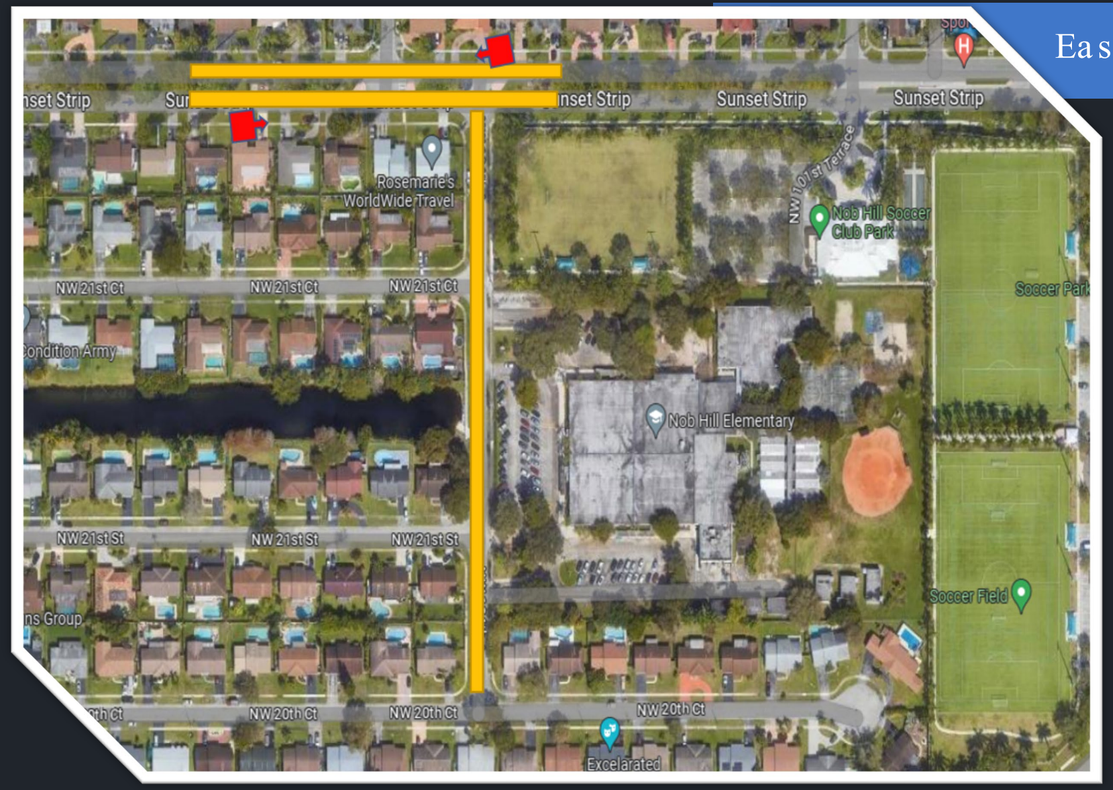
- Eastbound Commercial Boulevard and Southbound North Pine Island Road fall within the jurisdiction of the City of Sunrise.
- Westbound Commercial Boulevard is within the City of Tamarac.

Violators by Speed Range



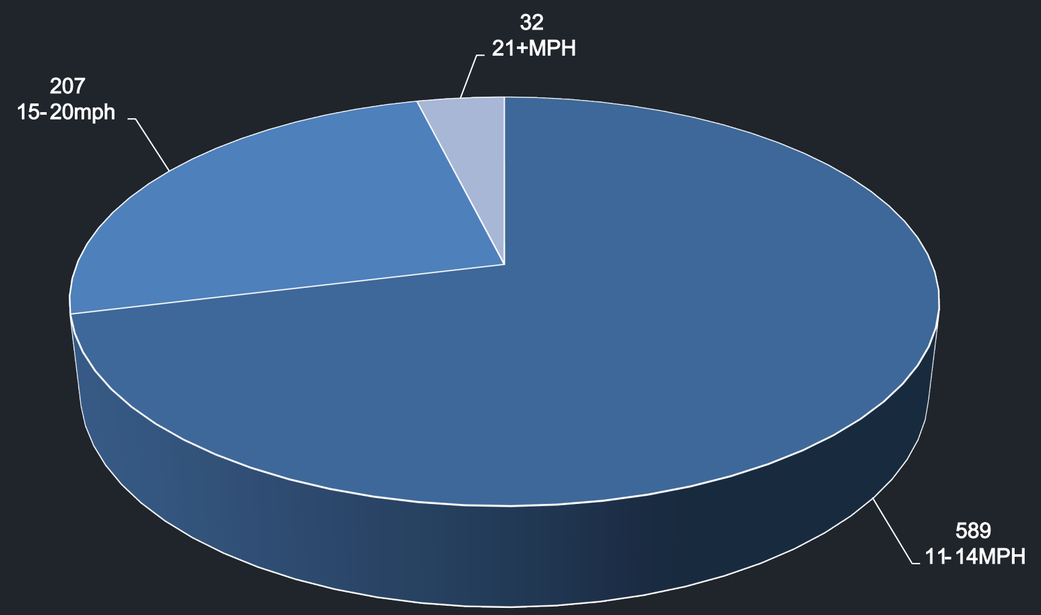
Nob Hill
Elementary School

	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	407	26	6.4%	1613	92	5.7%	212	26	12.3%
8/12/2025	443	25	5.6%	1585	105	6.6%	209	12	5.7%
8/13/2025	416	29	7.0%	1593	116	7.3%	185	23	12.4%
8/14/2025	423	36	8.5%	1632	119	7.3%	212	21	9.9%
8/15/2025	418	36	8.6%	1684	148	8.8%	203	14	6.9%
TOTALS	2107	152	7.2%	8,107	580	7.2%	1021	96	9.4%



Eastbound and Westbound Sunset Strip

Violators by Speed Range

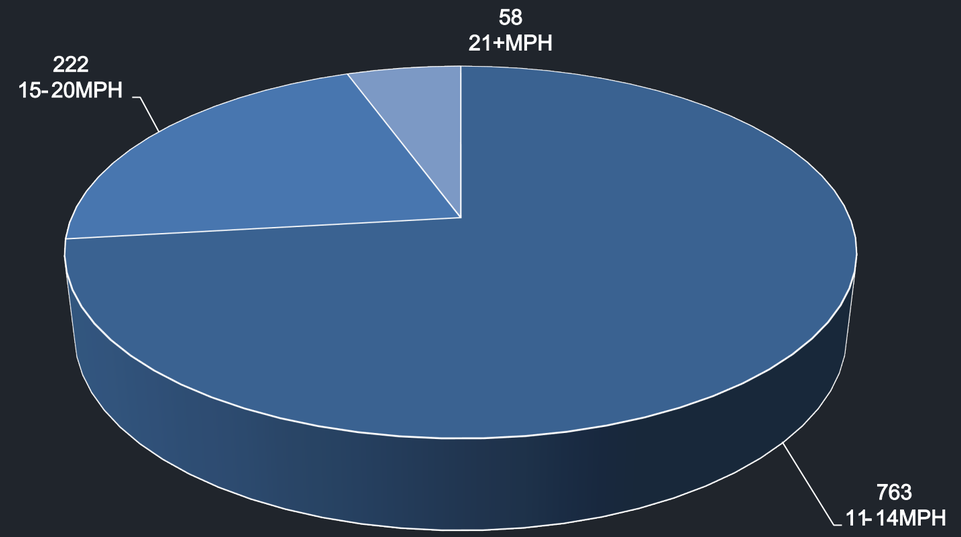


Sandpiper
Elementary School

	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	614	15	2.4%	6127	181	3.0%	200	8	4.0%
8/12/2025	631	18	2.9%	6314	160	2.5%	257	21	8.2%
8/13/2025	677	29	4.3%	6263	123	2.0%	201	14	7.0%
8/14/2025	680	10	1.5%	6264	186	3.0%	273	15	5.5%
8/15/2025	697	22	3.2%	6585	216	3.3%	302	25	8.3%
TOTALS	3299	94	2.8%	31,553	866	2.7%	1233	83	6.7%

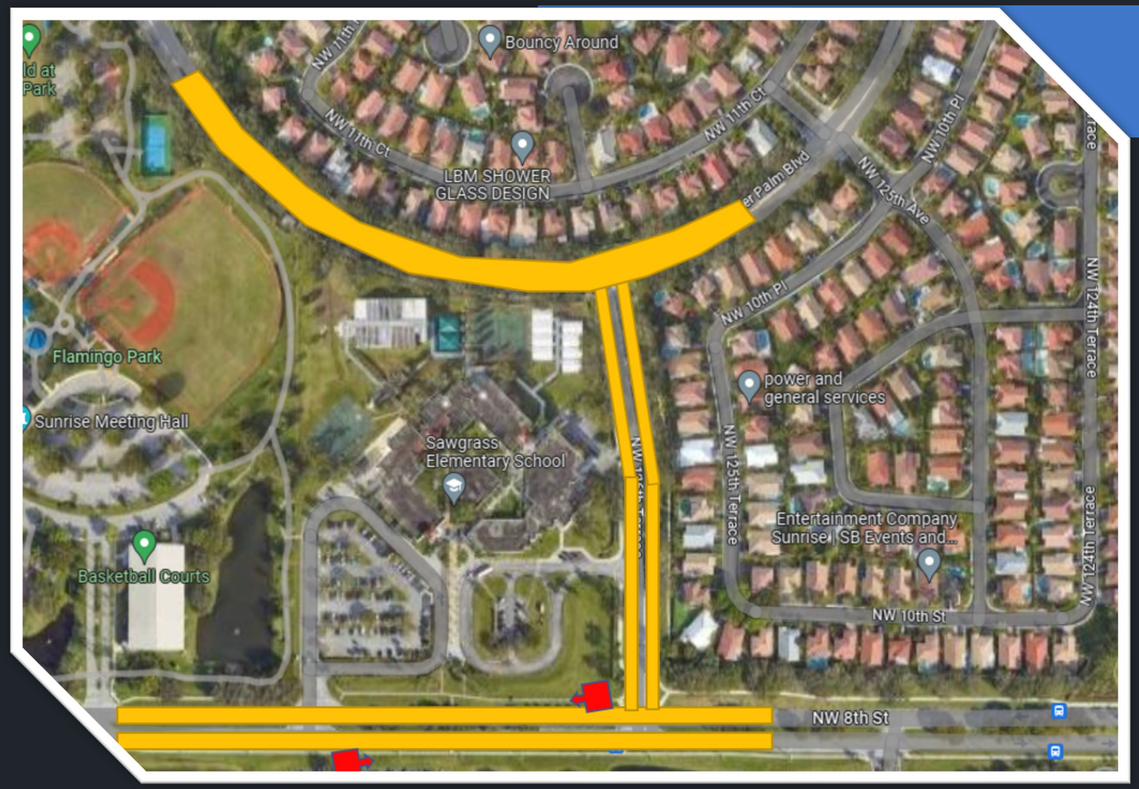
Northbound and Southbound on Hiatus Road

Violator by Speed Range



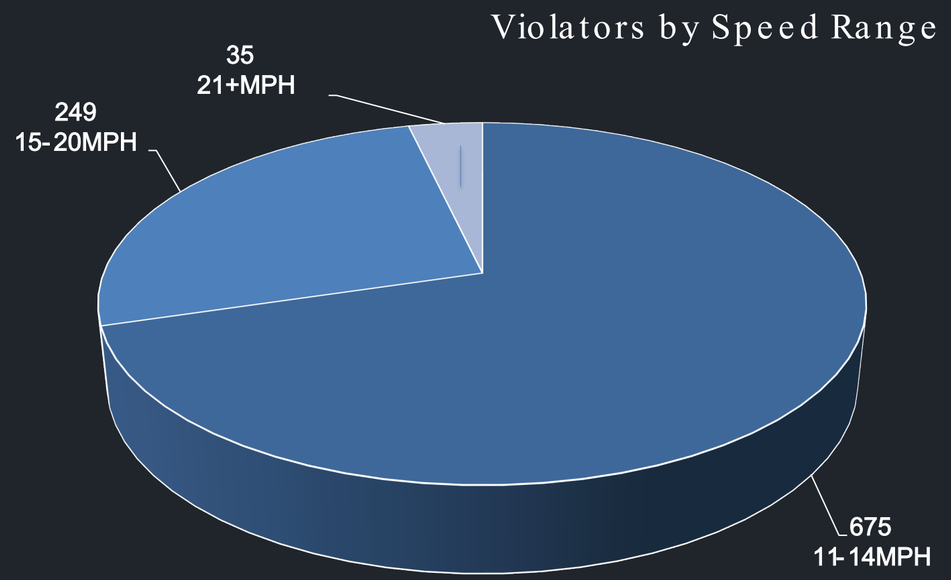
Sawgrass
Elementary School

	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	252	13	5.2%	1159	166	14.3%	20	2	10.0%
8/12/2025	255	12	4.7%	1263	171	13.5%	45	4	8.9%
8/13/2025	219	5	2.3%	1268	187	14.7%	1	1	100.0%
8/14/2025	221	15	6.8%	1173	169	14.4%	61	4	6.6%
8/15/2025	218	19	8.7%	1179	181	15.4%	61	10	16.4%
TOTALS	1165	64	5.5%	6,042	874	14.5%	188	21	11.2%



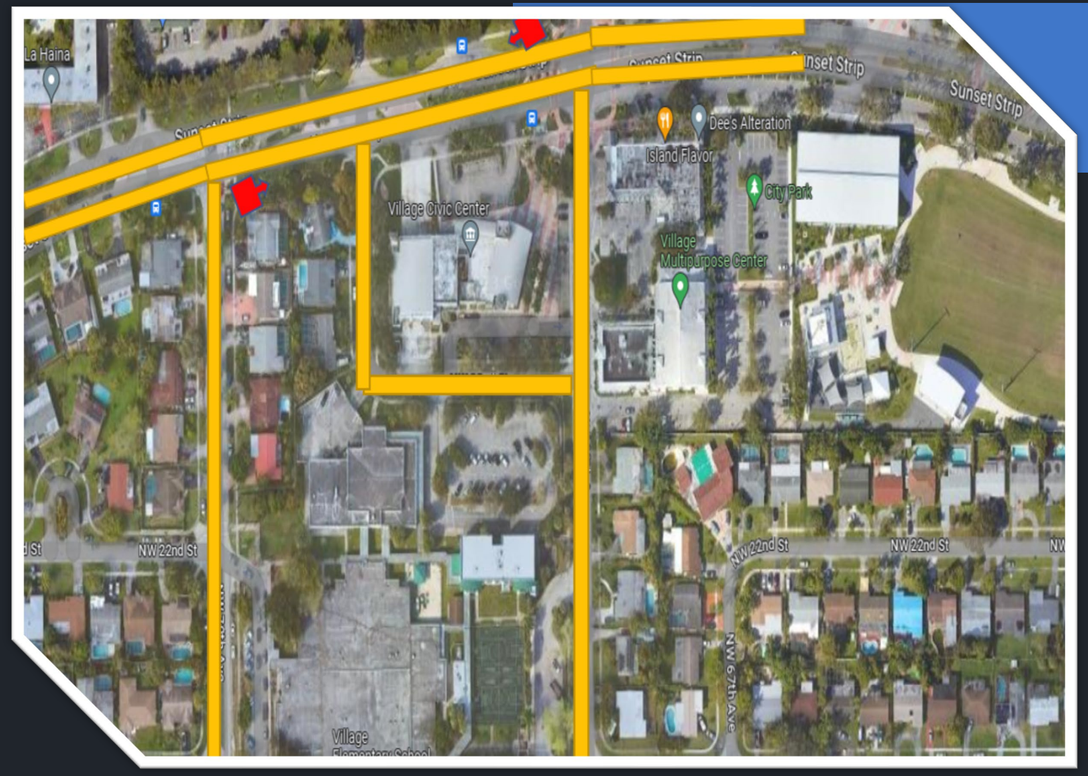
Eastbound and westbound NW 8th St.

There are also schoolzones on NW 125th Terr and Silver Palm Blvd.



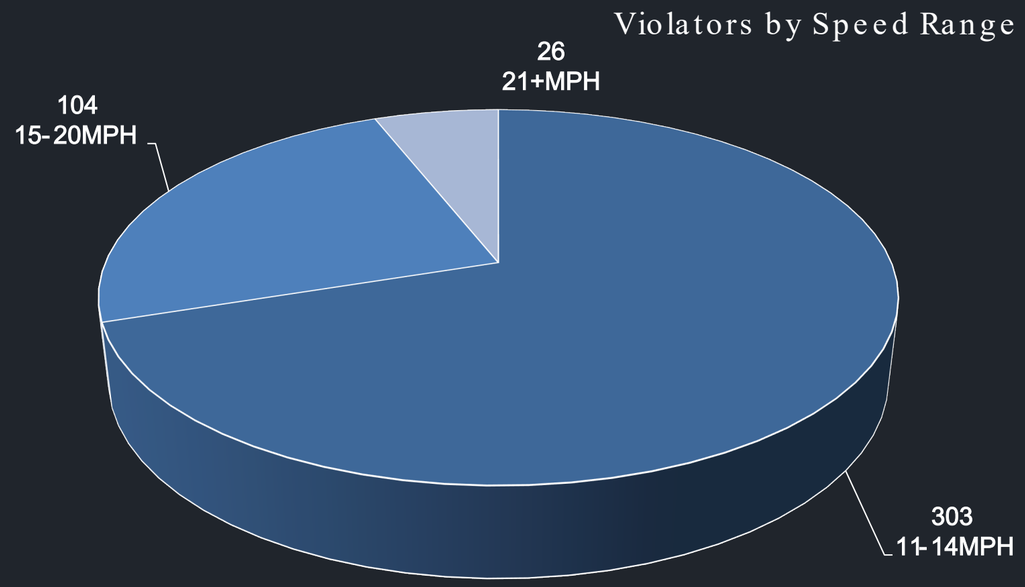
Village
Elementary School

DATE	MORNING (FLASHER) Traffic Count	Speeding Vehicles	%	MID-DAY (NON-FLASHER) Traffic Count	Speeding Vehicles	%	AFTERNOON (FLASHER) Traffic Count	Speeding Vehicles	%
8/11/2025	220	15	6.8%	2653	63	2.4%	125	10	8.0%
8/12/2025	241	15	6.2%	2532	51	2.0%	119	5	4.2%
8/13/2025	264	14	5.3%	2466	61	2.5%	128	9	7.0%
8/14/2025	244	10	4.1%	2615	54	2.1%	156	15	9.6%
8/15/2025	225	17	7.6%	2628	67	2.5%	159	27	17.0%
TOTALS	1194	71	5.9%	12,894	296	2.3%	687	66	9.6%



Eastbound and Westbound Sunset Strip.

There are also school zones on NW 68th Ave and NW 70th Ave.



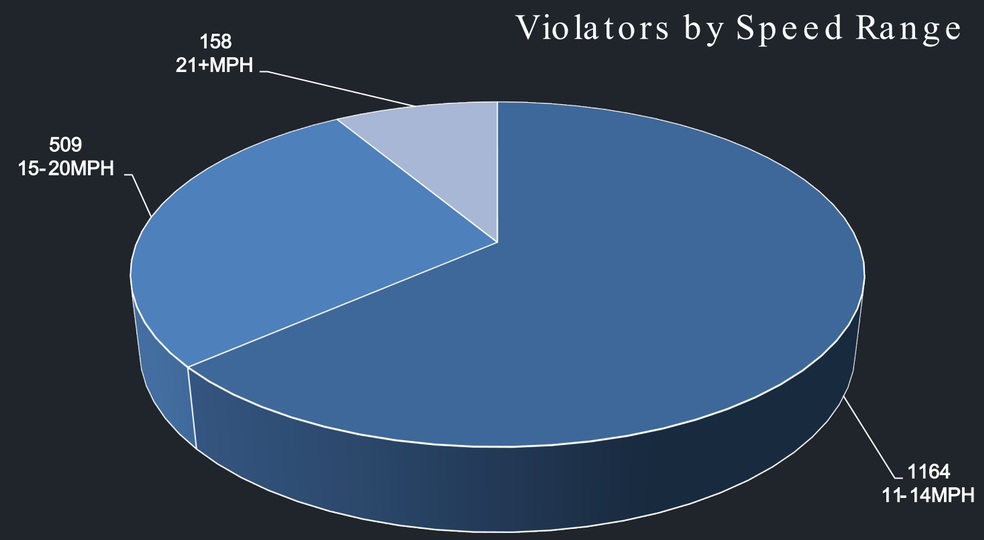
Welleby
Elementary School

Nob Hill Road

	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	756	99	13.1%	8029	212	2.6%	363	79	21.8%
8/12/2025	814	88	10.8%	7842	178	2.3%	320	66	20.6%
8/13/2025	829	117	14.1%	7655	184	2.4%	139	24	17.3%
8/14/2025	760	85	11.2%	7833	201	2.6%	416	80	19.2%
8/15/2025	767	101	13.2%	8108	234	2.9%	397	83	20.9%
TOTALS	3926	490	12.5%	39,467	1009	2.6%	1635	332	20.3%

Northbound and southbound Nob Hill Rd.

There are also school zones on NW 32nd Manor.



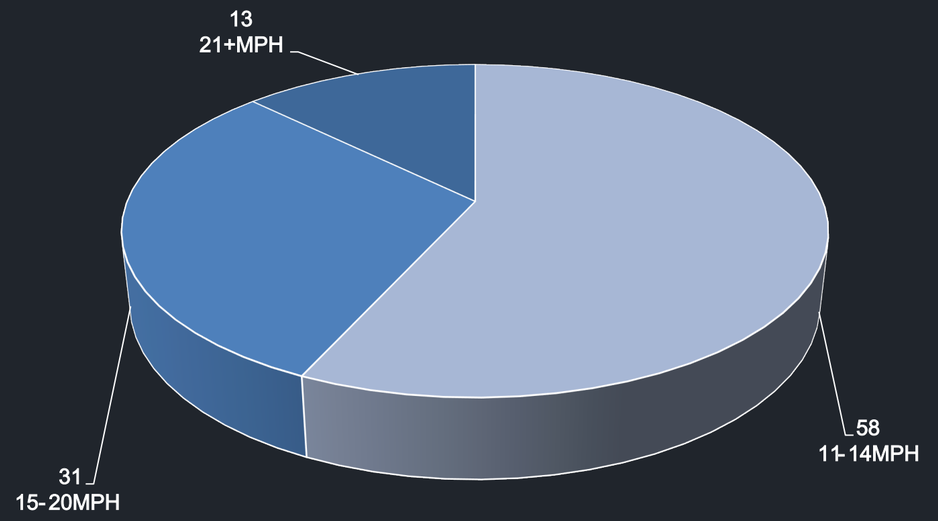
Welleby
Elementary School

NW 32nd Manor

	MORNING (FLASHER)			MID-DAY (NON-FLASHER)			AFTERNOON (FLASHER)		
DATE	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%	Traffic Count	Speeding Vehicles	%
8/11/2025	121	13	10.7%	317	3	0.9%	59	5	8.5%
8/12/2025	133	11	8.3%	389	1	0.3%	67	4	6.0%
8/13/2025	130	15	11.5%	352	1	0.3%	43	11	25.6%
8/14/2025	132	12	9.1%	364	1	0.3%	58	6	10.3%
8/15/2025	130	10	7.7%	371	2	0.5%	54	7	13.0%
TOTALS	646	61	9.4%	1,793	8	0.4%	281	33	11.7%

NW 32nd Manor

Violators by Speed Range



City of Sunrise
Schools

School Zone	School Zone Times During Regular Scheduled School Days (AM)	School Zone Times During Regular Scheduled School Days (PM)	School Zone Times During Early Release Days
Banyan Elementary School	6:50 - 8:45	1:50 - 2:20 & 3:25 - 3:55	11:50 - 12:20
Discovery Elementary School	6:50 - 8:00 & *8:30 - 9:30	2:00 - 2:30 & *4:30 - 5:00	12:00 - 12:30
Horizon Elementary School	6:45 - 9:15	1:50 - 2:20 & 3:45 - 4:15	11:50 - 12:20
Nob Hill Elementary School	6:45 - 8:00	2:00 - 2:30	12:00 - 12:30
Sandpiper Elementary School	6:45 - 8:00	2:00 - 2:30	12:00 - 12:30
Sawgrass Elementary School	6:45 - 8:00	2:00 - 2:30	12:00 - 12:30
Village Elementary School	7:00 - 8:00	2:00 - 2:30	12:00 - 12:30
Welleby Elementary School	6:40 - 7:50	1:50 - 2:20	11:50 - 12:20
Bair Middle School	6:45 - 9:15	1:50 - 2:20 & 3:45 - 4:15	1:45 - 2:15
Westpine Middle School	6:50 - 8:45	1:50 - 2:20 & 3:25 - 3:55	1:25 - 1:55
Piper High School	6:30 - 7:40	2:40 - 3:10	11:40 - 12:10
Challenger Elementary School	7:30 - 9:30	2:45 - 3:15 & 4:30 - 5:00	12:45 - 1:15
Millennium Middle School	7:30 - 9:30	2:45 - 3:15 & 4:30 - 5:00	2:30 - 3:30

*Discovery Elementary Pine Island school zone is activated to assist students crossing at Commercial Blvd. and Pine Island Rd.

CITY OF SUNRISE

SCHOOL ZONE SPEED SAFETY PROGRAM

Protecting Our Most Vulnerable Population

Distribution of fines

Distribution of Fines	
Municipality Where Violation Occurred	$60
General Revenue Fund	$20
Public School District Where Violation Occurred	$12
Crossing Guard Recruitment and Retention Program	$5
Department of Law Enforcement Criminal Justice Standards and Training Trust Fund	$3

sample violation

PHOTO SPEED DIVISION
NOTICE OF VIOLATION

Notice Number 33-000000055
Plate Number [redacted]

Notice of Violation Information
Due Date: 06/26/2018 **Amount Due >>** $0.00

Registered Owner:
[redacted]

Public Safety Violation

Please take notice that the vehicle described and pictured herein was photographed violating public safety by exceeding the posted speed. Therefore, under Ohio State Law and ordinance, as the registered owner(s) or lessee, you are liable for the Violation. The penalty for this violation is $100.00. No points will be assessed against your driver's license. Information about how to contest or file an affidavit to disclaim liability is on the reverse. **WARNING**: Failure to timely file contest of this ticket or submit an affidavit is deemed to be an admission of liability and waiver of the opportunity to contest the violation. Please call **1-855-252-0086** if you have any questions.

ON (DATE)	AT TIME	LOCATION OF VIOLATION AND SYSTEM
03/06/2018	10:19:27 am	E. MARKET ST. (35)

ISSUE DATE	DUE DATE
03/08/2018	06/26/2018

NAME [redacted]

STREET ADDRESS [redacted]

CITY	STATE	ZIP CODE
NEWTON FALLS	OH	[redacted]

VEHICLE YEAR	VEHICLE MAKE
2017	CHEVROLET

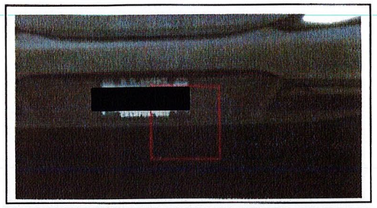
VEHICLE LICENSE PLATE NUMBER	STATE
[redacted]	OH

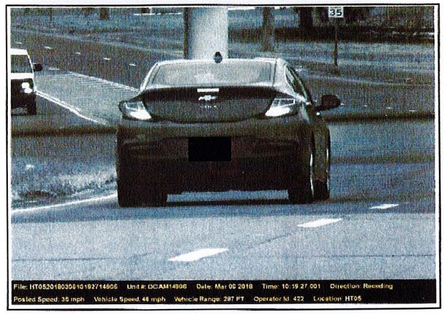
Based on an inspection of recorded images which are enclosed herewith, the above motor vehicle was involved in a traffic law violation. The recorded images are prima facie evidence of that traffic law violation.

IN VIOLATION OF: TWP RESOLUTION NO. 2018-08	POSTED SPEED	DETECTED SPEED
	35	46

OPERATING OFFICER: William — Badge # 22

SWORN TO OR AFFIRMED BY REVIEWING OFFICER: Jeffrey — Signature — Badge # 02





Please return this portion with your payment

[redacted]

☐ Please check box if address is incorrect or has changed, and indicate change(s) above.

For frequently asked questions and/or to make a payment, please visit:
WWW.VIOLATIONPAYMENT.NET
Use your **Notice Number** and **Plate Number** to logon.

ACCEPTED CREDIT/DEBIT CARDS
$3.90 CHARGE ADDED TO ALL CREDIT/DEBIT CARD PAYMENTS.

IF PAYING BY PHONE
Please call: **1-855-252-0086** **TOLL FREE**
$4.90 CHARGE ADDED TO ALL PHONE IN PAYMENTS

If paying by check, please make check or money order payable to **HOWLAND TOWNSHIP**. You may pay in person **ONLY**, at the **Girard Ohio Police department**. **Do not mail cash or credit card information.** Enclose remittance slip and check.

NOTICE DATE	PAY THIS AMOUNT	NOTICE #
03/08/2018	$0.00	33-000000055

PAY BY: 06/26/2018 AMOUNT PAID $

04 000000055 000000 05 6

(Back of Citation)

This Summons is in accordance with **Code of Virginia 46.2-882.1 & Smyth County Local Ordinance 44-171:** The operator of a vehicle shall be liable for a monetary civil penalty imposed pursuant to this section if such vehicle is found, as evidenced by information obtained from a photo speed monitoring device, to be traveling at speeds of at least 12 miles per hour above the posted school crossing zone or highway work zone speed limit within such school crossing zone or highway work zone.

This summons is NOT considered a moving violation. Payment of the Civil Monetary Penalty amount of the violation will NOT result in points and cannot be used to increase your insurance rates. This violation is deemed NONCRIMINAL and will not be made a part of your driving record.

WARNING: Failure to pay the Civil Monetary Penalty will result in the one of the following:

1. **If the summons is issued to a vehicle registered in the commonwealth and is not paid by the due date, the owner will be required to APPEAR IN COURT.**
2. **If the summons is issued to an owner, lessee, or renter of a vehicle with a registration outside the commonwealth & such person fails to pay by the due date set out of in the summons or file, in a timely manner, a request for a court date or an Affidavit of Rebuttal, the summons will be eligible for all legal collection activities.**

Any prosecution under this section shall be instituted & conducted in the same manner as prosecutions for traffic infractions.

For any questions please call 1-855-252-0086

VIEW YOUR IMAGES: You may view your images online at WWW.VIOLATIONPAYMENT.NET. You will need your Summons Number and Plate Number printed on the front of this notice. In the event this matter is filed with the District Court, the recorded images will be prima facie evidence of the traffic law violation

ONLINE PAYMENT: You may pay your Summons online. Go to WWW.VIOLATIONPAYMENT.NET and logon with your Summons Number and Plate Number shown in the red box on the front of this notice. Click the "**Pay**" button. See that a credit/debit card transaction fee of $5.90 will be added.

PAYMENT BY PHONE: Call 9:00 AM - 5:00 PM Eastern Time, Monday - Friday at **1-855-252-0086**. See that a credit/debit card transaction fee of $5.90 will be added.

PAYMENT BY MAIL: Complete the bottom portion of the front side of this Summons. Add your check or money order made payable to **the Smyth County Sheriff's Office.**

CONTESTING THE TICKET: C.O.V. 46.2-882.1 You have the right to contest the Summons by timely requesting a court date. You must submit that request in writing within 30 days of the issue date on the front of this summons.

HOW TO CONTEST THE TICKET: Visit WWW.VIOLATIONPAYMENT.NET. Click on the "**Contest Your Citation**" button. Follow the directions to print out the Hearing Request Form. Mail, fax, or email the form to the location as specified on the form. Once the District Court Hearing Request form is received, you will be notified by the Clerk of the Court of your scheduled court date. If you do not have access to the internet or fax machine, please call **1-855-252-0086.**

Note: A Court Fee of $79 will be assessed to the case in addition to the original fine amount.

RETURNED CHECKS (NSF): All returned checks will be charged a penalty of $25.00.

NOT DRIVING VEHICLE: C.O.V. 46.2-882.1 The person receiving this summons has the ability to rebut the presumption that they were the operator of the vehicle at the time of the alleged violation through the filing of an affidavit to the clerk of the General District Court of the County that they were not the operator of the vehicle at the time of the alleged violation and provides the name & address of the person who was operating the vehicle at the time of the alleged violation or (ii) testifies in open court, under oath, that they were not the operator of the vehicle at the time of the alleged violation and provides the name & address of the person who was operating the vehicle at the time of the alleged violation.

INSTRUCTIONS FOR FILING SUCH AFFIDAVIT:

Visit WWW.VIOLATIONPAYMENT.NET. Click on "99" to download the Affidavit. Fill out the form and mail, fax, or email to the location specified on the form. ***Be advised that this form must be notarized.***

Note: This Affidavit of Rubuttal is not a request for a hearing.

STOLEN VEHICLE OR TAG: Must present to the court/jurisdiction a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation.

To Pay The Civil Monetary Penalty:

Note any corrections to your name and address as they appear on the reverse side of this form. Place your check or money order (made payable to the **Smyth County**) for the amount due and mail to:

Photo Speed Summons
Payment Processing Center
3903 Volunteer Dr Suite 400
Chattanooga, TN 37416

*** Do not mail cash or credit/debit card info***

Frequently asked Questions

How does the School Zone Speed Safety Program work?
The photo speed monitoring systems are set up with sophisticated radar equipment that monitors vehicle speeds as traffic approaches and passes the equipment.

When a vehicle exceeds the threshold limit during school hours, a photograph is taken of the vehicle. A second photograph is taken as the vehicle passes the detection zone to record the vehicle's license plate. The date, time, speed, and location of the infraction are recorded on the digital image.

The Sunrise Police Department reviews each incident before issuing a citation. The citation will contain vehicle images and a close up of the license plate.

A Notice of Violation for a speed violation will be issued if your vehicle is found to be traveling more than 10 miles per hour over the school zone speed limit during one of the following times:

a) Within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.

b) Within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.

c) During the entirety of a regularly scheduled school session.

d) Within 30 minutes before through 30 minutes after a regularly scheduled school session ends.

What is the fine amount for a school zone speeding violation?
The civil monetary penalty amount for a speed violation is $100.00. There are no points assessed for this Notice of Violation. If the vehicle owner does not pay the statutory penalty, request a hearing, or submit an affidavit by the due date listed on the Notice of Violation, a Uniform Traffic Citation will be issued.

Will there be a warning period?
By law, the City must provide a 30 day warning/grace period before officially issuing citations. After the 30 day warning period, the program will begin issuing citations for posted speed limit violations. The City will advise when warnings begin as subsequently, citations will be issued within 30 days after a violation.

Will "points" be assessed on my driving record?
No, this is a non criminal infraction that is not reported to the Florida Department of Highway Safety and Motor Vehicles.

How do I pay the fine?
Online Payment: The fastest and easiest way to pay your Notice is to pay online at www.violationpayment.net.

Payment by Phone: Call toll free 24 hours a day, seven days a week: 1 855 252 0086.

Payment by Mail: Mail your check or money order to: City of Sunrise State of Florida C/O Photo Speed Citation Processing Center 4411 Oakwood Drive Chattanooga, TN 37416.

Payment in Person: 1954 North 30th Road Suite A Hollywood, FL 33201.

If you have multiple violations in one municipality, you may send one check with the individual coupons enclosed and the notice numbers written on the check. If you have multiple violations in different cities, you must send a separate check for each violation. If you send one check for multiple violations that occurred in different cities your check will be rejected and returned to you.

What if I lost my Notice of Citation?
Please call the Sunrise Police Department and have your license plate number readily available.

Frequently asked Questions

Who receives the Notice of Citation?
Notices are mailed to the registered owner of the vehicle.

What if the registered owner was not driving the vehicle at the time of the violation? How do I dispute it?
The registered owner of a vehicle will be mailed the Notice of Violation. The vehicle's registered owner is deemed responsible for the violation and the payment of a $100.00 penalty unless the registered owner establishes by a sworn affidavit that a statutory exemption applies. The exemptions are that the motor vehicle: (a) was, at the time of the violation, in the care, custody, or control of another person; (b) a law enforcement officer issued a UTC to the driver of the motor vehicle for the violation of Florida Statutes §§ 316.1895 and 316.183 stated in this Notice; or (c) the motor vehicle's owner was deceased on or before the date that the UTC was issued. The registered owner may submit information and supporting documentation by mailing an Affidavit that is downloadable from www.ViolationInfo.com.

a) If you assert that the vehicle was in the care, custody, or control of another person, you must provide the name, address, date of birth, and, if known, the driver's license number of the person who leased, rented, or otherwise had care, custody, or control of the vehicle at the time of the violation. Acceptance of this assertion by the police department will result in the issuance of a Notice of Violation to the person named in the affidavit. If the vehicle was stolen, then the affidavit must include a copy of a police report showing the vehicle to have been stolen.

b) If you assert that a UTC was issued by a law enforcement officer for the violation of Florida Statue §§ 316.1895 or 316.183, stated in the notice, then you must include the serial number of the UTC. For faster processing, you may, but are not required to, include a copy of the UTC. The affidavit must be sworn before a notary public or other person authorized to administer oaths. If an owner furnishes satisfactory evidence and the affidavit complies with the requirements of Florida Statute § 316.0083, the violation will be dismissed. When naming another person as the driver, a Notice of Violation will be issued to the person identified in the evidence as the operator of the motor vehicle at the time of the Violation.

c) If you assert that the motor vehicle's owner was deceased on or before the date that the Notice of Violation was issued, then you must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the issuance of the uniform traffic citation and one of the following:

a. A bill of sale or other document showing that the deceased owner's motor vehicle was sold after his or her death but on or before the date of the alleged violation,

b. Documentary proof that the registered license plate belonging to the deceased owner's vehicle was returned to the department or any branch office or authorized agent of the department on or before the date of the alleged violation, or

c. Copy of a police report showing the deceased owner's registered license plate or motor vehicle was stolen after the owner's death but on or before the date of the alleged violation.

How can I see the video and images captured for my Notice of Citation?
You can view your images on any computer with an Internet connection. Log on to www.ViolationInfo.com. To log on to the site, you must enter the Notice Number, and the PIN Number located at the top right of your Notice of Violation. You may view your images at your local public library if you do not have internet access.

What exactly are the cameras capturing and is that information secure?
Camera enforcement systems are set to capture data specified by the City of Sunrise that adheres to various local, state, and federal guidelines. This data will include photographic stills of the vehicle and the license plate. It will also include the date, time, location, and speed. All original images and data are securely stored in a data vault for safekeeping.

Can I receive citations for other offenses as a result of the Speed Safety Camera violation?
No. Drivers who receive speed safety camera citations are cited for speed citations only.

Who do I speak to with questions about my citation?
Call the Broward County Clerk of the Court at 954 831 6565 or the Sunrise Police Department at 954 746 3370.

What is the difference between "Violation Date" and "Issue Date"?
The Violation date is the date that your violations occurred, and you were cited. The Issue date is the date that another officer approved the violation, and it was mailed out to you. Aging on your citation does not start until the issue date (day that the citation is sent out to you).

Interpreter Services for the Deaf and Hard of Hearing

Finding Florida Grades K-5

LIFE AS A LAWMAKER Grades 6+

The 2024 Florida Statutes (including 2025 Special Session C)

316.1896 Roadways maintained as school zones; speed detection system enforcement; penalties; appeal procedure; privacy; reports.—

(1) For purposes of administering this section, a county or municipality may authorize a traffic infraction enforcement officer under s. 316.640 to issue uniform traffic citations for violations of ss. 316.1895 and 316.183 as authorized by s. 316.008(9), as follows:

(a) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.

(b) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.

(c) For a violation of s. 316.183 in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

(d) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.

Such violation must be evidenced by a speed detection system described in ss. 316.008(9) and 316.0776(3). This subsection does not prohibit a review of information from a speed detection system by an authorized employee or agent of a county or municipality before issuance of the uniform traffic citation by the traffic infraction enforcement officer. This subsection does not prohibit a county or municipality from issuing notices as provided in subsection (2) to the registered owner of the motor vehicle for a violation of s. 316.1895 or s. 316.183.

(2) Within 30 days after a violation, notice must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under s. 318.14 and that the violator must pay the penalty under s. 318.18(3)(d) to the county or municipality, or furnish an affidavit in accordance with subsection (8), within 30 days after the date of the notice of violation in order to avoid court fees, costs, and the issuance of a uniform traffic citation. The notice of violation must:

(a) Be sent by first-class mail.

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

(c) Include a notice that the owner has the right to review, in person or remotely, the photograph

or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system which constitute a rebuttable presumption that the motor vehicle was used in violation of s. 316.1895 or s. 316.183.

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

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

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

(5) Penalties assessed and collected by the county or municipality authorized to collect the funds provided for in this section, less the amount retained by the county or municipality pursuant to paragraph (b) and paragraph (e) and the amount remitted to the county school district pursuant to paragraph (d), must be paid to the Department of Revenue weekly. Such payment must be made by means of electronic funds transfer. In addition to the payment, a detailed summary of the penalties remitted must be reported to the Department of Revenue. Penalties to be assessed and collected by the county or municipality as established in s. 318.18(3)(d) must be remitted as follows:

(a) Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund.

(b) Sixty dollars must be retained by the county or municipality and must be used to administer speed detection systems in school zones and other public safety initiatives.

(c) Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund.

(d) Twelve dollars must be remitted to the county school district in which the violation occurred and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. Funds remitted under this paragraph must be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions.

(e) Five dollars must be retained by the county or municipality for the School Crossing Guard Recruitment and Retention Program pursuant to s. 316.1894.

(6) A uniform traffic citation must be issued by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 30 days after notification under subsection (2), if the registered owner has not requested a hearing as authorized under subsection (3), and if the registered owner has not submitted an affidavit in accordance with subsection (8).

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

uniform traffic citation.

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

(c) The uniform traffic citation mailed to the registered owner of the motor vehicle involved in the infraction must be accompanied by the information described in paragraphs (2)(b)-(d).

(7) The registered owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of s. 316.1895 or s. 316.183 unless the owner can establish that:

(a) The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;

(b) A uniform traffic citation was issued by law enforcement to the driver of the motor vehicle for the alleged violation of s. 316.1895 or s. 316.183; or

(c) The motor vehicle's owner was deceased on or before the date of the alleged violation, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other identified person or family member.

(8) To establish such facts under subsection (7), the registered owner of the motor vehicle must, within 30 days after the date of issuance of the notice of violation or the uniform traffic citation, furnish to the appropriate governmental entity an affidavit setting forth information supporting an exception under subsection (7).

(a) An affidavit supporting the exception under paragraph (7)(a) must include the name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the motor vehicle was stolen at the time of the alleged violation, the affidavit must include the police report indicating that the motor vehicle was stolen.

(b) If a uniform traffic citation for a violation of s. 316.1895 or s. 316.183 was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

(c) If the motor vehicle's owner to whom a notice of violation or a uniform traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the date of the alleged violation and one of the following:

1. A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death but on or before the date of the alleged violation.

2. Documented proof that the registered license plate belonging to the deceased owner's motor vehicle was returned to the department or any branch office or authorized agent of the department after his or her death but on or before the date of the alleged violation.

3. A copy of the police report showing that the deceased owner's registered license plate or motor vehicle was stolen after his or her death but on or before the date of the alleged violation.

Upon receipt of the affidavit and documentation required under paragraphs (b) and (c), or 30 days after the date of issuance of a notice of violation sent to a person identified as having care, custody, or control of the motor vehicle at the time of the violation under paragraph (a), the county or municipality must dismiss the notice or citation and provide proof of such dismissal to the person who submitted the affidavit. If, within 30 days after the date of a notice of violation sent to a person under subsection (9), the county or municipality receives an affidavit under subsection (10) from the person sent a notice of violation affirming that the person did not have care, custody, or control of the motor vehicle at the time of the violation, the county or municipality must notify the registered

owner that the notice or citation will not be dismissed due to failure to establish that another person had care, custody, or control of the motor vehicle at the time of the violation.

(9) Upon receipt of an affidavit under paragraph (8)(a), the county or municipality may issue the person identified as having care, custody, or control of the motor vehicle at the time of the violation a notice of violation pursuant to subsection (2) for a violation of s. 316.1895 or s. 316.183. The affidavit is admissible in a proceeding pursuant to this section for the purpose of providing evidence that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased motor vehicle for which a uniform traffic citation is issued for a violation of s. 316.1895 or s. 316.183 is not responsible for paying the uniform traffic citation and is not required to submit an affidavit as specified in subsection (8) if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

(10) If a county or municipality receives an affidavit under paragraph (8)(a), the notice of violation required under subsection (2) must be sent to the person identified in the affidavit within 30 days after receipt of the affidavit. The person identified in an affidavit and sent a notice of violation may also affirm that he or she did not have care, custody, or control of the motor vehicle at the time of the violation by furnishing to the appropriate governmental entity within 30 days after the date of the notice of violation an affidavit stating such.

(11) The submission of a false affidavit is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(12) The photograph or video captured by a speed detection system and the evidence of the speed of the motor vehicle detected by a speed detection system which are attached to or referenced in the uniform traffic citation are evidence of a violation of s. 316.1895 or s. 316.183 and are admissible in any proceeding to enforce this section. The photograph or video and the evidence of speed detected raise a rebuttable presumption that the motor vehicle named in the report or shown in the photograph or video was used in violation of s. 316.1895 or s. 316.183.

(13) This section supplements the enforcement of ss. 316.1895 and 316.183 by a law enforcement officer and does not prohibit a law enforcement officer from issuing a uniform traffic citation for a violation of s. 316.1895 or s. 316.183.

(14) A hearing under this section must be conducted under the procedures established by s. 316.0083(5) and as follows:

(a) The department must publish and make available electronically to each county and municipality a model request for hearing form to assist each county or municipality administering this section.

(b) A county or municipality electing to authorize traffic infraction enforcement officers to issue uniform traffic citations under subsection (6) must designate by resolution existing staff to serve as the clerk to the local hearing officer.

(c) A person, referred to in this subsection as the “petitioner,” who elects to request a hearing under subsection (3) must be scheduled for a hearing by the clerk to the local hearing officer. The clerk must furnish the petitioner with notice sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing up to two times by submitting a written request to reschedule to the clerk at least 5 calendar days before the day of the scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the penalty assessed under subsection (2), plus the administrative costs established in s. 316.0083(5)(c), before the start of the hearing.

(d) All testimony at the hearing must be under oath and must be recorded. The local hearing officer must take testimony from a traffic infraction enforcement officer and the petitioner and may take testimony from others. The local hearing officer must review the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the

speed detection system made available under paragraph (2)(b). Formal rules of evidence do not apply, but due process must be observed and govern the proceedings.

(e) At the conclusion of the hearing, the local hearing officer must determine whether a violation under this section occurred and must uphold or dismiss the violation. The local hearing officer must issue a final administrative order including the determination and, if the notice of violation is upheld, must require the petitioner to pay the penalty previously assessed under subsection (2), and may also require the petitioner to pay county or municipal costs not to exceed the amount established in s. 316.0083(5)(e). The final administrative order must be mailed to the petitioner by first-class mail.

(f) An aggrieved party may appeal a final administrative order consistent with the process provided in s. 162.11.

(15)(a) A speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce violations of ss. 316.1895 and 316.183, or user-controlled pan or tilt adjustments of speed detection system components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

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

(c) Notwithstanding any other law, registered motor vehicle owner information obtained as a result of the operation of a speed detection system in a school zone is not the property of the manufacturer or vendor of the speed detection system and may be used only for the purposes of this section.

(16)(a) Each county or municipality that operates one or more speed detection systems must submit a report by October 1, 2024, and annually thereafter, to the department which identifies the public safety objectives used to identify a school zone for enforcement under this section, reports compliance with s. 316.0776(3)(c), and details the results of the speed detection system in the school zone and the procedures for enforcement. The information from counties and municipalities must be submitted in a form and manner determined by the department, which the department must make available to the counties and municipalities by August 1, 2023, and the department may require data components to be submitted quarterly. The report must include at least the following:

1. Information related to the location of each speed detection system, including the geocoordinates of the school zone, the directional approach of the speed detection system, the school name, the school level, the times the speed detection system was active, the restricted school zone speed limit enforced pursuant to s. 316.1895(5), the posted speed limit enforced at times other than those authorized by s. 316.1895(5), the date the systems were activated to enforce violations of ss. 316.1895 and 316.183, and, if applicable, the date the systems were deactivated.

2. The number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid.

3. Any other statistical data and information related to the procedures for enforcement which is required by the department to complete the report required under paragraph (c).

(b) Each county or municipality that operates a speed detection system is responsible for and must maintain its respective data for reporting purposes under this subsection for at least 2 years after such data is reported to the department.

(c) On or before December 31, 2024, and annually thereafter, the department must submit a

summary report to the Governor, the President of the Senate, and the Speaker of the House of Representatives regarding the use of speed detection systems under this section, along with any legislative recommendations from the department. The summary report must include a review of the information submitted to the department by the counties and municipalities and must describe the enhancement of safety and enforcement programs.

History.—s. 5, ch. 2023-174.

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Select Year: 2024

The 2024 Florida Statutes (including 2025 Special Session C)

Title XXIII
MOTOR VEHICLES

Chapter 316
STATE UNIFORM TRAFFIC CONTROL

View Entire Chapter

316.008 Powers of local authorities.—

(1) The provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from:

(a) Regulating or prohibiting stopping, standing, or parking.

(b) Regulating traffic by means of police officers or official traffic control devices.

(c) Regulating or prohibiting processions or assemblages on the streets or highways, including all state or federal highways lying within their boundaries.

(d) Designating particular highways or roadways for use by traffic moving in one direction.

(e) Establishing speed limits for vehicles in public parks.

(f) Designating any street as a through street or designating any intersection as a stop or yield intersection.

(g) Restricting the use of streets.

(h) Regulating the operation of bicycles.

(i) Regulating or prohibiting the turning of vehicles or specified types of vehicles.

(j) Altering or establishing speed limits within the provisions of this chapter.

(k) Requiring written crash reports.

(l) Designating no-passing zones.

(m) Prohibiting or regulating the use of controlled access roadways by any class or kind of traffic.

(n) Prohibiting or regulating the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic.

(o) Designating hazardous railroad grade crossings in conformity to criteria promulgated by the Department of Transportation.

(p) Designating and regulating traffic on play streets.

(q) Prohibiting pedestrians from crossing a roadway in a business district or any designated highway except on a crosswalk.

(r) Regulating pedestrian crossings at unmarked crosswalks.

(s) Regulating persons upon skates, coasters, and other toy vehicles.

(t) Adopting and enforcing such temporary or experimental regulations as may be necessary to cover emergencies or special conditions.

(u) Enacting ordinances or erecting signs in the rights-of-way to control, regulate, or prohibit hitchhiking on streets or highways, including all state or federal highways lying within their boundaries.

(v) Regulating, restricting, or prohibiting traffic within the boundary of any airport owned by the state, a county, a municipality, or a political subdivision and enforcing violations under the provisions

of this chapter and chapter 318.

(w) Regulating, restricting, or monitoring traffic by security devices or personnel on public streets and highways, whether by public or private parties and providing for the construction and maintenance of such streets and highways.

(2) The municipality, through its duly authorized officers, shall have nonexclusive jurisdiction over the prosecution, trial, adjudication, and punishment of violations of this chapter when a violation occurs within the municipality and the person so charged is charged by a municipal police officer. The disposition of such matters in the municipality shall be in accordance with the charter of that municipality. This subsection does not limit those counties which have the charter power to provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities from the proper exercise of those powers pertaining to the consolidation and unification of a traffic court system within such counties.

(3) No local authority shall erect or maintain any official traffic control device at any location so as to regulate the traffic on any state road unless approval in writing has first been obtained from the Department of Transportation.

(4) A county or municipality may enact an ordinance providing a fine for the violation of s. 316.1955 in excess of the fine specified by s. 318.18(6), except that such a fine may not exceed $250. Any such ordinance may provide for the deposit of such fines in a separate county or municipal account to be used in the following manner:

(a) One-third to be used to defray expenses for the administration of this subsection.

(b) Two-thirds to be used to provide funds to improve accessibility and equal opportunity to qualified persons who have disabilities in the county or municipality and to provide funds to conduct public awareness programs in the county or municipality concerning persons who have disabilities.

(5)(a) A county or municipality may enact an ordinance providing a fine for the violation of s. 316.1945(1)(b)2. or 5. in excess of the fine specified by s. 318.18(2), except that such fine may not exceed the fine specified in s. 318.18(2) by more than $3. However, such ordinance shall provide that the fines collected pursuant to this subsection in excess of the fines which would be collected pursuant to s. 318.18(2) for such violations shall be used by the county or municipality for the purpose of funding a firefighter education program. The amount of the fines collected pursuant to this subsection in excess of the fines which would be collected pursuant to s. 318.18(2) for such violations shall be reported on a monthly basis by the clerk of the court to the appropriate county or municipality.

(b) A county or municipality may enact an ordinance which dedicates a portion of any fine collected for a violation of such ordinance for the purpose of funding a firefighter education program, if such ordinance is limited to the regulation of parking within a firesafety zone.

(6) A county or municipality may enact an ordinance providing for the establishment of a “combat automobile theft” program, and may charge a fee for the administration of the program and the cost of the decal. Such a program shall include:

(a) Consent forms for motor vehicle owners who wish to enroll their vehicles.

(b) Decals indicating a vehicle’s enrollment in the “combat automobile theft” program. The Department of Law Enforcement shall approve the color, design, and other specifications of the program decal.

(c) A consent form signed by a motor vehicle owner provides authorization for a law enforcement officer to stop the vehicle when it is being driven between the hours of 1 a.m. and 5 a.m., provided that a decal is conspicuously affixed to the bottom left corner of the back window of the vehicle to provide notice of its enrollment in the “combat automobile theft” program. The owner of the motor vehicle is responsible for removing the decal when terminating participation in the program, or when selling or otherwise transferring ownership of the vehicle. No civil liabilities will arise from the

actions of a law enforcement officer when stopping a vehicle with a yellow decal evidencing enrollment in the program when the driver is not enrolled in the program provided that the stop is made in accordance with the requirements of the "combat automobile theft" program.

(7)(a) A county or municipality may enact an ordinance to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, electric bicycles, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law. The ordinance must restrict such vehicles or devices to a maximum speed of 15 miles per hour in such areas.

(b)1. Except as provided in subparagraph 2., a personal delivery device and a mobile carrier may be operated on sidewalks and crosswalks within a county or municipality when such use is permissible under federal law. This paragraph does not restrict a county or municipality from otherwise adopting regulations for the safe operation of personal delivery devices and mobile carriers.

2. A personal delivery device may not be operated on the Florida Shared-Use Nonmotorized Trail Network created under s. 339.81 or components of the Florida Greenways and Trails System created under chapter 260.

(8)(a) A county or municipality may use traffic infraction detectors to enforce s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal on streets and highways under its jurisdiction under s. 316.0083. Only a municipality may install or authorize the installation of any such detectors within the incorporated area of the municipality. Only a county may install or authorize the installation of any such detectors within the unincorporated area of the county.

(b) Pursuant to paragraph (a), a municipality may install or, by contract or interlocal agreement, authorize the installation of any such detectors only within the incorporated area of the municipality, and a county may install or, by contract or interlocal agreement, authorize the installation of any such detectors only within the unincorporated area of the county. A county may authorize installation of any such detectors by interlocal agreement on roads under its jurisdiction.

(c) Pursuant to s. 316.0083, a county or municipality may use traffic infraction detectors to enforce s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal on state roads under the original jurisdiction of the Department of Transportation when permitted by the Department of Transportation.

(9)(a) A county or municipality may enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to s. 316.1895:

1. Within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program;

2. Within 30 minutes before through 30 minutes after the start of a regularly scheduled school session;

3. During the entirety of a regularly scheduled school session; and

4. Within 30 minutes before through 30 minutes after the end of a regularly scheduled school session

through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation. A school zone's compliance with s. 316.1895 creates a rebuttable presumption that the school zone is properly maintained.

(b) A county or municipality may place or install, or contract with a vendor to place or install, a speed detection system within a roadway maintained as a school zone as provided in s. 316.1895 to enforce unlawful speed violations, as specified in s. 316.1895(10) or s. 316.183, on that roadway.

(c) A county or municipality must enact an ordinance in order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone as authorized by this subsection. As part of the public hearing on such proposed ordinance, the county or municipality

must consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and the county or municipality must determine that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures pursuant to this subsection.

History.—s. 1, ch. 71-135; s. 3, ch. 71-982; s. 1, ch. 76-72; s. 2, ch. 83-164; s. 1, ch. 84-234; s. 1, ch. 85-227; s. 1, ch. 85-325; s. 3, ch. 86-154; s. 1, ch. 89-34; s. 25, ch. 90-330; s. 1, ch. 93-30; s. 33, ch. 94-306; s. 1, ch. 96-200; s. 4, ch. 96-350; s. 81, ch. 99-248; s. 4, ch. 2010-80; s. 1, ch. 2010-163; s. 44, ch. 2010-223; s. 16, ch. 2011-4; s. 2, ch. 2017-150; s. 2, ch. 2018-130; s. 3, ch. 2020-69; s. 2, ch. 2023-174.

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The 2024 Florida Statutes (including 2025 Special Session C)

316.0776 Traffic infraction detectors; speed detection systems; placement and installation.—

(1) Traffic infraction detectors are allowed on state roads when permitted by the Department of Transportation and under placement and installation specifications developed by the Department of Transportation. Traffic infraction detectors are allowed on streets and highways under the jurisdiction of counties or municipalities in accordance with placement and installation specifications developed by the Department of Transportation.

(2)(a) If the department, county, or municipality installs a traffic infraction detector at an intersection, the department, county, or municipality shall notify the public that a traffic infraction device may be in use at that intersection and must specifically include notification of camera enforcement of violations concerning right turns. Such signage used to notify the public must meet the specifications for uniform signals and devices adopted by the Department of Transportation pursuant to s. 316.0745.

(b) If the department, county, or municipality begins a traffic infraction detector program in a county or municipality that has never conducted such a program, the respective department, county, or municipality shall also make a public announcement and conduct a public awareness campaign of the proposed use of traffic infraction detectors at least 30 days before commencing the enforcement program.

(3) A speed detection system authorized by s. 316.008(9) may be placed or installed in a school zone on a state road when permitted by the Department of Transportation and in accordance with placement and installation specifications developed by the Department of Transportation. The speed detection system may be placed or installed in a school zone on a street or highway under the jurisdiction of a county or a municipality in accordance with placement and installation specifications established by the Department of Transportation. The Department of Transportation must establish such placement and installation specifications by December 31, 2023.

(a) If a county or municipality places or installs a speed detection system as authorized by s. 316.008(9), the county or municipality must notify the public that a speed detection system may be in use by posting signage indicating photographic or video enforcement of the school zone speed limits. Such signage shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Department of Transportation. For a speed detection system enforcing violations of s. 316.1895 or s. 316.183 on a roadway maintained as a school zone, this paragraph governs the signage notifying the public of the use of a speed detection system.

(b) If a county or municipality begins a school zone speed detection system program in a county or municipality that has never conducted such a program, the respective county or municipality must

make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least 30 days before commencing enforcement under the speed detection system program and must notify the public of the specific date on which the program will commence. During the 30-day public awareness campaign, only a warning may be issued to the registered owner of a motor vehicle for a violation of s. 316.1895 or s. 316.183 enforced by a speed detection system, and liability may not be imposed for the civil penalty under s. 318.18(3)(d).

(c) A county or municipality that operates one or more school zone speed detection systems must annually report the results of all systems within the county's or municipality's jurisdiction by placing the report required under s. 316.1896(16)(a) as a single reporting item on the agenda of a regular or special meeting of the county's or municipality's governing body. Before a county or municipality contracts or renews a contract to place or install a speed detection system in a school zone pursuant to s. 316.008(9), the county or municipality must approve the contract or contract renewal at a regular or special meeting of the county's or municipality's governing body.

1. Interested members of the public must be allowed to comment regarding the report, contract, or contract renewal under the county's or municipality's public comment policies or formats, and the report, contract, or contract renewal may not be considered as part of a consent agenda.

2. The report required under this paragraph must include a written summary, which must be read aloud at the regular or special meeting, and the summary must contain, for the same time period pertaining to the annual report to the department under s. 316.1896(16)(a), the number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid and how collected funds were distributed and in what amounts. The county or municipality must report to the department that the county's or municipality's annual report was considered in accordance with this paragraph, including the date of the regular or special meeting at which the annual report was considered.

3. The compliance or sufficiency of compliance with this paragraph may not be raised in a proceeding challenging a violation of s. 316.1895 or s. 316.183 enforced by a speed detection system in a school zone.

History.—s. 8, ch. 2010-80; s. 3, ch. 2023-174.

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AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Rezoning

Item Number: 11A **Meeting Date:** 9/15/2025

City Reference Number (C#): C25208

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, approving a Rezoning from CR (Commercial Recreation District) and RM-10 (Low Medium Multifamily Residential District) to Planned Unit Development (PUD) District of approximately 0.77 acres of land generally located south of NW 30 Place, between Aragon Boulevard and E. Sunrise Lakes Drive, within the City of Sunrise, Broward County, Florida; amending the Zoning District Map to reflect the Rezoning; approving design guidelines; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25208
Exhibit A - Legal Description
Exhibit B - Staff Report
Exhibit C - Design Guidelines
Letter of Intent
Public Notice
Display Ad Proof

Background:
This is an application to rezone approximately 0.77-acres from CR (Commercial Recreation District) and RM-10 (Low Medium Multifamily Residential District) zoning districts to a Planned Unit Development District (PUD), for a site generally located south of NW 30 Place, between Aragon Boulevard and E. Sunrise Lakes Drive, as shown on the location map in the attached Staff Report. The applicant is proposing to rezone the 0.77 acres to incorporate the subject property into the approved Solterra PUD. The Solterra PUD has been approved to construct a 900 residential unit development on the subject site. The PUD district allows for alternative development standards that will allow for greater quality of development. The applicant has requested alternative development standards to the previously approved Solterra PUD Development Program Standards as detailed in the Staff Report. The property is designated Irregular (9 DU/AC) Residential and Commercial Recreation on the City's Future Land Use Map. The proposed rezoning requires City Commission approval pursuant Subsection 16-38(e) of the Land Development Code. The applicant has concurrently applied for and is seeking approval of a Site Plan application.

Staff finds that this application meets all applicable requirement of the Land Development Code for granting of approval for this rezoning from CR (Commercial Recreation District) and RM-10 (Low Medium Multifamily Residential District) zoning districts to a Planned Unit Development District (PUD) for approximately 0.77 acres of the Solterra project area, inclusive of amendments to the Design Program Standards, subject to the following conditions as listed below:

- The applicant shall provide an executed and recorded Unified Control document prior to the first building permit issuance for vertical construction.
- The applicant shall comply with all the requirements of the Amended and Restated Development Agreement approved via Resolution No. 21-17-24-A, as amended.
- All voluntary commitments proffered by the applicant via Ordinance No. 711.

Staff completed an open building permit and code violation search. There are no building code cases, city code violations, or code liens.

For more information on this item, including any of the attachments to this item, please contact Community Development Department staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Matt Goldstein Phone: 954-746-3291

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A REZONING FROM CR (COMMERCIAL RECREATION DISTRICT) AND RM-10 (LOW MEDIUM MULTIFAMILY RESIDENTIAL DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT OF APPROXIMATELY 0.77 ACRES OF LAND GENERALLY LOCATED SOUTH OF NW 30 PLACE, BETWEEN ARAGON BOULEVARD AND E. SUNRISE LAKES DRIVE, WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA; AMENDING THE ZONING DISTRICT MAP TO REFLECT THE REZONING; APPROVING DESIGN GUIDELINES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CC Homes at Sunrise, LLC (Applicant) has applied to amend the City of Sunrise's Zoning Map; and

WHEREAS, on November 12, 2024, via Ordinance No. 711, the City Commission approved a rezoning of approximately 152 acres of land generally located south of NW 30 Place, between Aragon Boulevard and E. Sunrise Lakes Drive, in Sunrise, Florida from CR (Commercial Recreation District), RM-25 (Higher Density Multiple-family Residential District) and RM-10 (Low Medium Multifamily Residential District) to Planned Unit Development (PUD) District; and

WHEREAS, the Applicant desires to rezone approximately 0.77 acres of land from CR (Commercial Recreation District) and RM-10 (Low Medium Multifamily Residential District) to Planned Unit Development (PUD) District, in order to match the boundary lines of the proposed residential development and public park, thus increasing the total area within the PUD District to approximately 152.77 acres; and

WHEREAS, the PUD District requires design guidelines to demonstrate compliance with the development standards of the planned unit development and to allow for alternative development standards that will allow for greater quality of development; and

WHEREAS, the existing PUD District design guidelines require revisions in order to be consistent with the project's Site Plan and to correct other inconsistencies; and

WHEREAS, in accordance with the City's Comprehensive Plan, the underlying land use designations for the subject property are Commercial Recreation and Irregular (9 du/ac) Residential, and in accordance with the Broward County Land Use

Plan, the underlying land use designations for the subject property are also Commercial Recreation and Irregular (9 du/ac) Residential, both of which allow for the Planned Unit Development (PUD) District zoning designation; and

WHEREAS, the Planning and Zoning Board held a meeting on Thursday, September 4, 2025 and recommended approval of the proposed rezoning; and

WHEREAS, the City Commission of the City of Sunrise, sitting as the Local Planning Agency, held a duly noticed public hearing on Monday, September 15, 2025 regarding the proposed rezoning.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Rezoning and Amendment to Zoning District Map. Pursuant to Application No. RZ-000387-2025 (94:060002), the approximately 0.77 acres of land generally located south of NW 30 Place, between Aragon Boulevard and E. Sunrise Lakes Drive, more particularly described in the legal description, which is attached to and made a part of this Ordinance as Exhibit A, is rezoned from CR (Commercial Recreation District) and RM-10 (Low Medium Multifamily Residential District) to Planned Unit Development (PUD) District. The City of Sunrise Zoning District Map is hereby amended accordingly from CR (Commercial Recreation District) and RM-10 (Low Medium Multifamily Residential District) to Planned Unit Development (PUD) District. The Applicant, the property owner, and their successors and assigns shall comply with all Staff recommendations and any conditions set forth in the Community Development Department's Staff Report to the City Commission, including those in the Staff Recommendation to the Planning and Zoning Board section. A copy of the Staff Report is attached to and made a part of this Ordinance as Exhibit B.

Section 3. Pursuant to Section 16-101(d)(2) of the City's Code, the allowable number of units permitted in the approved PUD is 900 residential units consisting of single-family and townhouse residential units.

Section 4. Design Guidelines. The City Commission hereby approves the revised design guidelines which are attached to and made part of this Ordinance as Exhibit C. The Director of Community Development or designee may approve changes to the design guidelines in accordance with Section 16-101(g).

Section 5. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 7. Effective Date. This Ordinance shall become effective upon its passage.

PASSED AND ADOPTED upon this first reading this ____ DAY OF _____, 2025.

PASSED AND ADOPTED upon this second reading this ____ DAY OF _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	_____	CLARKE:	_____
GUZMAN:	_____	GUZMAN:	_____
KERCH:	_____	KERCH:	_____
SCUOTTO:	_____	SCUOTTO:	_____
RYAN:	_____	RYAN:	_____

Approved by the City Attorney
as to Form and Legal Sufficiency.

_____
Thomas P. Moss

EXHIBIT A

FOR: C.C. HOMES

SOLTERRA PUD
AREAS TO BE ADDED TO PUD BOUNDARY

LEGAL DESCRIPTION:

PORTIONS OF PARCEL A OF SOLTERRA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 184, PAGE 01, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CHANGE PARCEL #1

COMMENCING AT A POINT LYING ON A BOUNDARY OF PARCEL "A" OF REGENCY HOMES AT SUNRISE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT DELINEATED AS PRM NO. 48 ON SAID PLAT;

THENCE SOUTH 89°32'52" WEST ALONG THE BOUNDARY LINE OF PARCEL "A" OF SAID PLAT, A DISTANCE OF 1207.00 FEET TO A POINT ON THE ARC OF A 554.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 69°49'59 WEST FROM THE LAST DESCRIBED POINT;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°15'57", FOR AN ARC DISTANCE OF 2.57 FEET TO A POINT OF REVERSE CURVATURE OF A 23.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°33'04", FOR AN ARC DISTANCE OF 28.32 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°32'52" EAST, A DISTANCE OF 70.81 FEET TO A POINT OF CURVATURE OF A 32.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°06'22", FOR AN ARC DISTANCE OF 36.36 FEET TO A POINT OF REVERSE CURVATURE OF A 27.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°06'22", FOR AN ARC DISTANCE OF 30.68 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°32'52" EAST, A DISTANCE OF 51.84 FEET TO A POINT OF CURVATURE OF AN 82.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°55'56", FOR AN ARC DISTANCE OF 51.43 FEET TO A POINT OF REVERSE CURVATURE OF A 30.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°22'05", FOR AN ARC DISTANCE OF 39.46 FEET TO A POINT OF REVERSE CURVATURE OF A 38.00-FOOT RADIUS CURVE, CONCAVE NORTHERLY;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°26'19", FOR AN ARC DISTANCE OF 44.73 FEET TO A POINT OF REVERSE CURVATURE OF A 29.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 107°55'37", FOR AN ARC DISTANCE OF 54.63 FEET TO A POINT OF REVERSE CURVATURE OF A 61.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°49'47", FOR AN ARC DISTANCE OF 79.67 FEET TO A POINT OF COMPOUND CURVATURE OF A 162.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°43'41", FOR AN ARC DISTANCE OF 86.88 FEET TO A POINT OF REVERSE CURVATURE OF A 298.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°59'31", FOR AN ARC DISTANCE OF 270.41 FEET TO A POINT OF REVERSE CURVATURE OF A 180.00-FOOT RADIUS CURVE, CONCAVE NORTHERLY;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°30'59", FOR AN ARC DISTANCE OF 142.99 FEET TO A POINT OF REVERSE CURVATURE OF A 98.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°09'30", FOR AN ARC DISTANCE OF 32.77 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°32'52" EAST, A DISTANCE OF 90.69 FEET TO A POINT OF CURVATURE OF A 23.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

(CONTINUED ON SHEET 2)

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2014\14-0013 SOLTERRA CDD\DRAWINGS\14-0013_REZONE_REV_CHANGE-PARCEL.DWG

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
CHANGED PUD BOUNDARY	08/07/25	JDP	AC

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
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JOB NO.: 14-0013	SHEET 1 OF 6 SHEETS
DRAWN BY: JDP	F.B. N/A PG. N/A
CHECKED BY: RY	DATED: 07/18/2025

SOLTERRA PUD
AREAS TO BE ADDED TO PUD BOUNDARY

LEGAL DESCRIPTION (CONTINUED):

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°58'33", FOR AN ARC DISTANCE OF 35.72 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 56.87 FEET TO A POINT OF CURVATURE OF A 37.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°33'40", FOR AN ARC DISTANCE OF 35.88 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 57°02'15" EAST, A DISTANCE OF 48.00 FEET TO A POINT OF CURVATURE OF A 33.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°33'40", FOR AN ARC DISTANCE OF 32.00 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 6.93 FEET TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°41'21", FOR AN ARC DISTANCE OF 74.47 FEET TO A POINT OF REVERSE CURVATURE OF A 136.00-FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°42'39", FOR AN ARC DISTANCE OF 77.64 FEET TO A POINT OF NON-TANGENCY ON THE NORTH LINE OF TRACT OS-1 OF SAID SOLTERRA PLAT, THE LAST TWENTY-FOUR (24) COURSES BEING CONTIGUOUS WITH THE TRACT L-1 OF SAID SOLTERRA PLAT;
THENCE SOUTH 88°31'25" WEST ALONG THE BOUNDARY OF SAID TRACT OS-1, A DISTANCE OF 102.66 FEET **TO THE POINT OF BEGINNING OF CHANGE PARCEL #1**;

THENCE NORTH 01°28'35" WEST, A DISTANCE OF 12.48 FEET TO A POINT OF INTERSECTION WITH A 65.00-FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 65°54'13" WEST FROM THE LAST DESCRIBED POINT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°22'48", FOR AN ARC DISTANCE OF 76.44 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°31'25" WEST, A DISTANCE OF 0.93 FEET TO A POINT HEREINAFTER REFERRED TO AS **REFERENCE POINT "A";**

THENCE SOUTH 00°27'08" EAST, A DISTANCE OF 20.14 FEET TO A POINT ON THE BOUNDARY OF TRACT R-2 OF SAID SOLTERRA PLAT, BEING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS SOUTH 00°41'03" WEST FROM THE LAST DESCRIBED POINT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, ALONG THE BOUNDARY OF SAID TRACT R-2, THROUGH A CENTRAL ANGLE OF 54°28'16", HAVING A RADIUS OF 72.00 FEET, FOR AN ARC DISTANCE OF 68.45 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 88°31'25" EAST ALONG THE BOUNDARY OF SAID PARCEL A, AND SAID TRACT OS-1, A DISTANCE OF 3.87 FEET TO THE **POINT OF BEGINNING OF CHANGE PARCEL #1.**

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 1263.89 SQUARE FEET (0.03 ACRES), MORE OR LESS.

TOGETHER WITH: CHANGE PARCEL #2

COMMENCING AT **REFERENCE POINT "A"**;

THENCE NORTH 00°27'08" WEST, A DISTANCE OF 64.88 FEET;

THENCE SOUTH 89°32'52" WEST, A DISTANCE OF 2.62 FEET TO THE **POINT OF BEGINNING OF CHANGE PARCEL #2.**

THENCE NORTH 01°28'35" WEST, A DISTANCE OF 25.09 FEET;

THENCE SOUTH 88°31'25" WEST, A DISTANCE OF 623.00 FEET TO A POINT OF CURVATURE OF A 140.00-FOOT RADIUS TANGENT CURVE, CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 219.91 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 64.15 FEET TO A POINT ON THE BOUNDARY OF TRACT OS-42 OF SAID SOLTERRA PLAT, SAID POINT HEREINAFTER KNOWN AS **REFERENCE POINT "B"**;

(CONTINUED ON SHEET 3)

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JOB NO.: 14-0013	SHEET 2 OF 6 SHEETS
DRAWN BY: JDP	F.B. N/A PG. N/A
CHECKED BY: RY	DATED: 07/18/2025

SOLTERRA PUD
AREAS TO BE ADDED TO PUD BOUNDARY

LEGAL DESCRIPTION (CONTINUED):

THENCE NORTH 88°31'25" EAST ALONG THE BOUNDARY OF SAID TRACT OS-42, A DISTANCE OF 80.38 FEET;

THENCE NORTH 01°28'35" WEST ALONG THE BOUNDARY OF TRACT R-1 OF SAID SOLTERRA PLAT, A DISTANCE OF 42.00 FEET;

THENCE NORTH 89°51'57" EAST ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, ALSO BEING ALONG THE BOUNDARY OF SAID TRACT R-1, A DISTANCE OF 6.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, ALSO BEING ALONG THE BOUNDARY OF SAID TRACT R-1 AND TRACT R-2 OF SAID SOLTERRA PLAT, THROUGH A CENTRAL ANGLE OF 78°58'00", HAVING A RADIUS OF 63.00 FEET, FOR AN ARC DISTANCE OF 86.83 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 00°27'08" WEST, A DISTANCE OF 86.10 FEET TO A POINT ON THE NORTH LINE OF BLOCK 1 OF SAID SOLTERRA PLAT;

THENCE NORTH 89°32'52" EAST ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 622.78 FEET TO THE **POINT OF BEGINNING OF CHANGE PARCEL #2.**

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 31,453.32 SQUARE FEET (0.72 ACRES), MORE OR LESS.

TOGETHER WITH: CHANGE PARCEL #3

COMMENCING AT **REFERENCE POINT "B"**;

THENCE SOUTH 88°31'25" WEST ALONG THE BOUNDARY OF SAID TRACT OS-42, A DISTANCE OF 5.62 FEET;

THENCE SOUTH 01°28'35" EAST ALONG THE BOUNDARY OF SAID TRACT OS-42, A DISTANCE OF 56.39 FEET;

THENCE SOUTH 88°31'25" WEST ALONG THE BOUNDARY OF SAID TRACT OS-42, A DISTANCE OF 23.92 FEET;

THENCE SOUTH 04°43'59" EAST ALONG THE BOUNDARY OF SAID TRACT OS-42, A DISTANCE OF 13.70 FEET TO A POINT OF CUSP AND A POINT OF CURVATURE OF A 15.00-FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST FROM WHICH THE RADIUS POINT BEARS SOUTH 85°16'01" WEST FROM THE LAST DESCRIBED POINT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°53'04", FOR AN ARC DISTANCE OF 15.68 FEET TO A POINT OF TANGENCY;

THENCE NORTH 64°37'03" WEST, A DISTANCE OF 35.17 FEET;

THENCE NORTH 78°26'42" WEST, A DISTANCE OF 28.83 FEET TO A POINT OF CURVATURE WITH A 55.00-FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, WHOSE RADIUS POINT BEARS NORTH 03°12'39" EAST FROM THE LAST DESCRIBED POINT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°27'08", FOR AN ARC DISTANCE OF 40.75 FEET TO A POINT OF REVERSE CURVATURE OF A 40.00-FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°52'32", FOR AN ARC DISTANCE OF 11.08 FEET TO THE **POINT OF BEGINNING OF CHANGE PARCEL #3**, THE LAST FIVE (5) COURSES BEING CONTIGUOUS WITH THE TRACT C-1 OF SAID SOLTERRA PLAT;

THENCE NORTH 09°03'12" WEST ALONG A LINE NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 41.81 FEET;

THENCE SOUTH 52°16'06" WEST, A DISTANCE OF 60.67 FEET TO A POINT OF INTERSECTION OF A 23.00-FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 30°38'25" EAST FROM THE LAST DESCRIBED POINT;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG THE BOUNDARY OF SAID TRACT C-1, THROUGH A CENTRAL ANGLE OF 52°01'29", FOR AN ARC DISTANCE OF 20.88 FEET TO A POINT OF REVERSE CURVATURE OF A 40.00-FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHERLY;

THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING ALONG THE BOUNDARY OF SAID TRACT C-1, THROUGH A CENTRAL ANGLE OF 51°10'21", FOR AN ARC DISTANCE OF 35.73 FEET TO THE **POINT OF BEGINNING OF CHANGE PARCEL #3**.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 1055.77 SQUARE FEET (0.02 ACRES), MORE OR LESS.

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JOB NO.: 14-0013	SHEET 3 OF 6 SHEETS
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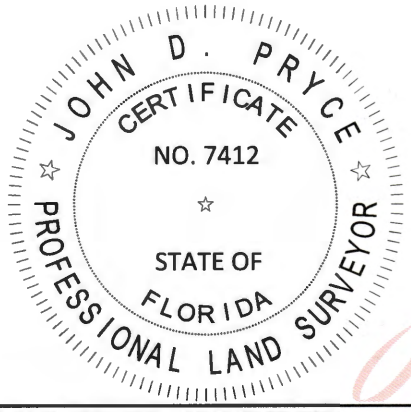
CHECKED BY: RY	DATED: 07/18/2025

SOLTERRA PUD
AREAS TO BE ADDED TO PUD BOUNDARY

TOTAL SOLTERRA PUD AREA AS APPROVED IN 2024			6,630,470.37	SQ FT
CHANGE PARCELS TO BE ADDED TO SOLTERRA PUD AREA				
C.P. #1	1263.69	SQ FT		
C.P. #2	31453.32	SQ FT		
C.P. #3	1055.77	SQ FT		
TOTAL SOLTERRA PUD AREA AS HEREBY PROPOSED			6,664,243.15	SQ FT



Digitally signed by John Pryce
Date: 2025.08.14 13:48:34 -04'00'

JOHN D. PRYCE, FOR THE FIRM
FLORIDA PROFESSIONAL SURVEYOR MAPPER NO. 7412
CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER NO. 271

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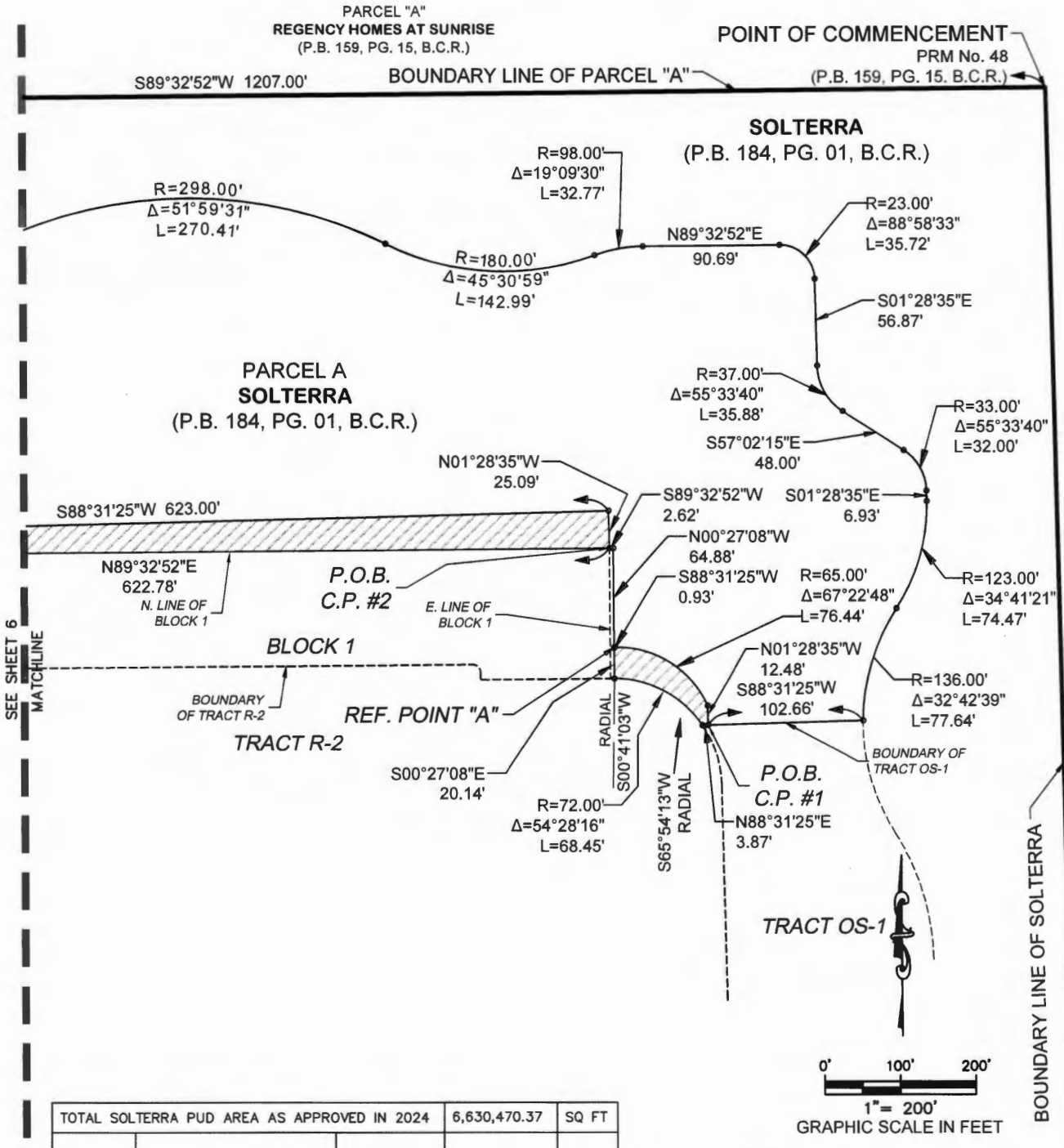
SOLTERRA PUD
AREAS TO BE ADDED TO PUD BOUNDARY



TOTAL SOLTERRA PUD AREA AS APPROVED IN 2024			6,630,470.37	SQ FT
CHANGE PARCELS TO BE ADDED TO SOLTERRA PUD AREA				
C.P. #1	1263.69	SQ FT		
C.P. #2	31453.32	SQ FT		
C.P. #3	1055.77	SQ FT		
TOTAL SOLTERRA PUD AREA AS HEREBY PROPOSED			6,664,243.15	SQ FT

LEGEND:

BCR	BROWARD COUNTY RECORDS
C.P.	CHANGE PARCEL
ORB	OFFICIAL RECORD BOOK
P.O.B.	POINT OF BEGINNING
P.B.	PLAT BOOK
PG.	PAGE
PRM	PERMANENT REFERENCE MONUMENT
REF.	REFERENCE
R/W	RIGHT-OF-WAY
SQ FT	SQUARE FEET
L	LENGTH OF CURVE
R	RADIUS OF CURVE
Δ	CENTRAL ANGLE OF CURVE

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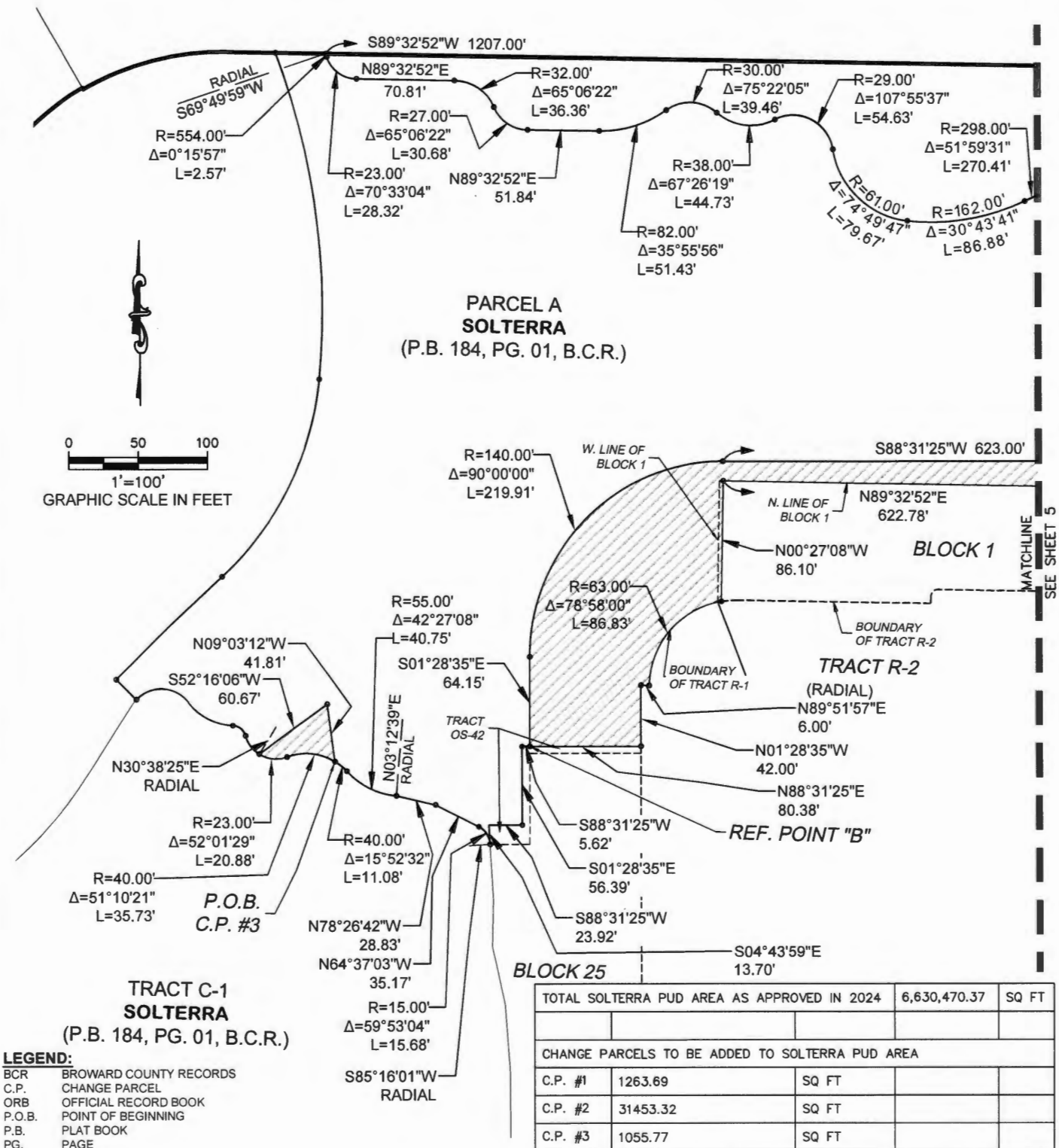
SOLTERRA PUD
AREAS TO BE ADDED TO PUD BOUNDARY



TOTAL SOLTERRA PUD AREA AS APPROVED IN 2024			6,630,470.37	SQ FT
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LEGEND:

BCR	BROWARD COUNTY RECORDS
C.P.	CHANGE PARCEL
ORB	OFFICIAL RECORD BOOK
P.O.B.	POINT OF BEGINNING
P.B.	PLAT BOOK
PG.	PAGE
REF.	REFERENCE
R/W	RIGHT-OF-WAY
SQ FT	SQUARE FEET
L	LENGTH OF CURVE
R	RADIUS OF CURVE
Δ	CENTRAL ANGLE OF CURVE

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CHECKED BY: RY	DATED: 07/18/2025

EXHIBIT B

STAFF REPORT

SOLTERRA (REZONING)

Summary

This is an application to amend the rezoning application previously granted for the Solterra development generally located south of NW 30 Place, between Aragon Boulevard and E. Sunrise Lakes Drive, as shown on the location map. The application comprises approximately 0.77 acres of property to be rezoned from Commercial Recreation (CR) and RM-10 to Planned Unit Development (PUD) district. The property to be rezoned and incorporated in the PUD is designated as Irregular (9 DU/AC) Residential and Commercial Recreation on the City of Sunrise Future Land Use Map.. In total, the revised PUD area would include approximately 152.99 acres of property. The rezoning request also includes minor amendments to the Development Program Standards and an updated conceptual master plan for the overall Solterra project. The proposed rezoning amendment requires City Commission approval pursuant Subsection 16-38(e) of the Land Development Code (LDC).

General Information

The Solterra property is the site of the former Sunrise Golf and Country Club, which closed in 2015 and is currently vacant. The golf course is surrounded by several multi-family residential developments. On June 11, 2024, via Ordinance No. 385-24-A, the City of Sunrise City Commission adopted a land use plan map amendment for approximately 103 gross acres of the subject site changing the existing land use designations from Commercial Recreation, Low-Medium (10) Residential and Medium-High (25) Residential to Commercial Recreation and Irregular (9 du/ac) Residential. (The difference of approximately 50+ acres remaining a land use designation of Commercial Recreation.) The overall site is within the Solterra Community Development District as approved via Ordinance No. 673 on March 9, 2021.

A Development Agreement for the proposed residential development was approved, via Resolution No. 21-17, on February 9, 2021. On July 13, 2021, via Resolution No. 21-17-21A, the effective date of the original adopted Resolution for the Development Agreement was amended to be retroactive to the February 9, 2021 date, as opposed to upon the approval of future development applications; no changes were made to the Development Agreement itself. On October 22, 2024, via Resolution No. 21-17-24-A, an Amended and Restated Development Agreement was approved amending the agreement to be consistent with revisions associated with project improvements.

On November 12, 2024 the subject property received Rezoning approval changing the underlying zoning districts from CR (Commercial Recreation), RM-25 (High Density Multiple-family Residential District) and RM-10 (Low Medium Multifamily Residential District) to Planned Unit Development (PUD) District, via Ordinance No. 711, and an approved Master Plan, via Resolution No. 24-145.

Plat approval was granted by the City Commission on January 14, 2025, via Resolution No. 25-8.

Project Description

The applicant is proposing to rezone an additional 0.77 acres to incorporate the subject property into the approved Solterra PUD. The Solterra PUD has been approved to construct a residential development totaling 900 residential units, consisting of between 300 to 400 single-family units and 500 to 600 townhouse units. The residential project will consistent of affordable (87 units) and market rate housing options with multiple amenities including clubhouses, conservation area, open In addition to the residential units, the proposed development plan includes a 230-foot-wide open space buffer which is restricted to use as permitted in the City of Sunrise's Recreation and Open Space land use designation and a public park to be dedicated to the City.

As per the City of Sunrise Land Development Code (LDC) Subsection. 16-101(c)(2)(d) for Planned Unit Development (PUD) Development Standards, all development in the PUD shall comply with the development standards contained in this subsection. However, an applicant requesting a rezoning to PUD may propose alternative development standards as part of the PUD design guidelines with the rezoning application. These alternative development standards are subject to City Commission approval and shall supersede the development standards in the LDC. The applicant proposes minor modifications to the previously approved Solterra PUD Development Program Standards based upon project layout, clarifications, etc. as part of this rezoning application request.

In addition, the applicant has proposed revisions to the previously approved deviation table due to shifts in the project layout as detailed below. The proposed revisions are shown as underlined text within the table below.

SOLTERRA PUD			
CODE DEVIATION TABLE			
Code Section	**Description**	**Code Required**	**Proposed with PUD**
16-39(h)(1)	Master Development Plan – Design Standards	Benches, shaded from the sun, shall be provided along the internal collector drives and detention lake banks spaced no more than two hundred (200) feet, with an attractive refuse collector located nearby.	Benches shall be provided along the internal collector drives and multi-use path spaced no more than five hundred (500) feet, with an attractive refuse collector located nearby. A minimum of 70 percent of the benches will be shaded by canopy trees.
16-101 (d)(6)	P.U.D. - Setbacks	There are no required setbacks or yards except there shall be a building setback or yard of not less than thirty (30) feet in depth from the perimeter edge of the PUD.	The rear yard setback is 15' from the perimeter of the P.U.D. The side yard setback is 5' from the perimeter of the P.U.D. These setbacks only apply to the lots along the perimeter adjacent to the park. Structures located within the public park do not have a minimum setback from the PD boundary line, but must follow any applicable setbacks found in the Commercial Recreation Zoning District.
16-101 (e)(6)	P.U.D. - Decorative Paving	Decorative brick or concrete pavers in all driveways and walkways in all residential areas	All single-family homes and townhomes shall have decorative brick paver driveways and walkways. The walkways within common areas ~~shall have decorative brick pavers. T~~ and the 5’ wide sidewalks parallel to the roadway tracts shall be concrete. The 10’ wide multiuse path shall be integrally colored concrete (color and finish to be approved by City during site plan review).
16-117 (b)	Yard Encroachments	Every part of every required yard shall be open and unobstructed from the ground to the sky, except as hereinafter provided or as otherwise permitted in this chapter	Air conditioners and at-grade patios may encroach into street-side, interior side, and rear yard setbacks, provided that no slab shall be closer than 1’ for from a side property line for Townhomes or 5’ from a rear property line for Townhomes and Single Family lots. Decorative wing walls may encroach into street-side and interior side yard setbacks up to 1’-6”.

16-125 (b)	Open Storage, Garbage and Refuse	A garbage or refuse container and a second container, which shall be used solely for the disposal of recyclable materials, shall be stored within an architectural enclosure sufficient in height and design to screen such containers from the public view.	Recycling containers shall be stored adjacent to all dumpster enclosures in a separate area and screened to the rear by the dumpster enclosure, to the sides by hedges maintained high enough to screen the containers from view, and to the front by an opaque gate that provides access to the bins.
16-142 (b)(1)	Off-Street Parking, Location, Character and Size - Min. Parking Space Size	Ten (10) feet in width and twenty (20) feet in length	Consistent with the Development Agreement and in order to prioritize natural areas over paved, the minimum dimensions of parking spaces has been reduced to the following: Single Family: Parking spaces: 9' x 18' 1-car garage spaces: 10'-8" (10.67') x 18'-11" (18.92') 2-car garage (combined): 20' x 19' Townhomes: Parking spaces: 9' x 19' Garages: 11' x 19'-4" (19.33') Clubhouse: Parking spaces: 9' x 18
16-150 (1)a	Minimum Light Levels within Walkways	Walkways […] shall be provided with a maintained minimum of one and one-half (1.5) footcandles of light measured at grade level.	In order to provide adequate lighting on all paths, pedestrian lighting shall be provided on all public walkways and trails by a combination of street lighting and bollards with a maintained minimum of six-tenths (0.6) footcandles of light measured at grade level. This minimum illumination level provides a clear view of the path without using lighting that would create a nuisance to the neighboring homeowners.

16-150 (1)e.	Overspill of Lighting onto Adjacent Properties	Overspill of lighting onto adjacent properties shall not exceed five tenths (0.5) footcandles measured on a vertical plane beginning three (3) feet above grade at the property line.	Overspill of lighting onto adjacent properties shall only exceed 0.5 footcandles along the property line of the park where it abuts a right-of-way. Specifically, where NW 30th Street intersects with NW 76th Avenue and NW 73rd Terrace and where the park abuts Solterra Boulevard. This is to provide enhanced security by lighting the sidewalks that are adjacent to the park with pedestrian-scale lighting that is bright enough to meet the proposed minimum foot-candles for pedestrian walkways. Pedestrians will be able to see along the sidewalks and along the entrances to the public park without having to go through poorly lit areas. It also allows a better view inside the property lines of the park, providing additional security between a public space and a residential development.
Figures VII-1 & VII-2	Parking Stall Dimensions	The dimensions of the parking stalls must be constructed in accordance with the figures shown (no valley gutter is shown in the figures).	The width of any proposed valley gutter that is constructed between parking spaces and a drive aisle may be included in the dimension of the parking space so long that minimum drive aisle widths are provided outside of the valley gutter
16-169 (b)(1)	Min. Landscape Requirements for Multi-Family - Perimeter	Ten (10) foot wide landscape buffer with one (1) tree every twenty-five (25) and a six (6) foot wall, and mid-level landscaping.	No additional buffer required between the townhomes (with or without garages) and the perimeter open space or adjacent development. A 6-foot-high wall will only be provided between the ~~adjacent~~ public park and the abutting multi-family buildings. In some instances the wall will be built within the PUD as the boundary encroaches into the public park. Mid/upper level landscaping provided at 3-5 feet.
16-182 (g)	Property Line Radii	Shall be not less than twenty-five (25) feet at street intersections.	Shall be not less than fifteen (15) feet at street intersections.

Staff Evaluation

The applicant has addressed the criteria established in Subsection 16-38(c) of the LDC for approval of the proposed rezoning as follows.

(1) That the request is consistent with the density, intensity and general uses set forth in the city's future land use map (FLUM).

FUTURE LAND USE ELEMENT

GOAL 1: Provide an adequate amount of residential area to accommodate the existing and future residents of Sunrise and which allows for the flexibility to provide a varied mix of residential densities and housing types.

Applicant Response: The Solterra PUD, which was originally established in 2024, provides single-family homes, market-rate townhomes, and affordable townhomes to appeal to the ever-growing population. This development, once constructed, will result in the addition of a significant number of housing units on a currently underutilized property.

OBJECTIVE 1.1: Residential Acreage: Designate a sufficient amount of acreage on the Sunrise Future Land Use Map (Figure A-1) for residential uses.

Applicant Response: Prior to the establishment of the PUD in 2024, this site was the subject of a Land Use Plan Amendment that increased the total residential area in the City.

Policy 1.1.1: Permitted uses in residential land use categories will continue to be consistent with the Broward County Land Use Plan (Hereafter “BCLUP”).

Applicant Response: Land use within the Solterra PUD is Residential and Commercial Recreation, which is consistent with the County’s Land Use Plan. This PUD will now encompass the entirety of the IR-9 land use area. Any use within the existing CR Land Use area will be compatible with both the zoning and land use.

OBJECTIVE 1.2: Residential Densities: Regulate permitted density to ensure balanced growth patterns.

Applicant Response: No change has been made to the density or pattern of development from the Solterra PUD established in 2024. The density and development pattern continues to be compatible with that of the surrounding lots. Though there are taller buildings and higher-density zoning districts along the boundary of this site, the majority of the surrounding communities have one- to two-story townhomes. The 230’ buffer – originally established in the 2024 PUD – respects the existing communities by separating the proposed development from properties

that were originally developed on a golf course.

Policy 1.2.4: Support increases in residential densities where appropriate to ensure adequate supply of affordable housing.

Applicant's Response: The PUD, as established in 2024, not only provides the ability to add housing to the market, but it also includes 87 units of affordable housing within the development. No change to the unit mix is proposed under this application.

Policy 1.2.5: Affordable housing shall be addressed consistent with Policy 2.16.2 of the BCLUP, as amended.

Applicant Response: A minimum of 87 townhomes will be constructed to be affordable housing in accordance with BCLUP policy 2.16.2. This is consistent with the Solterra PUD of 2024.

Policy 1.2.6: The City of Sunrise shall establish programs to provide, encourage, or enable low- or moderate-income housing to meet the needs of City of Sunrise's existing and future residential population and economic activities.

Applicant Response: The developer has entered into a Development Agreement with the City of Sunrise in order to incorporate affordable housing in Solterra that is equitable and seamlessly incorporates the future residents within the community.

OBJECTIVE 1.3: Protection of Residential Areas: Develop and implement land use controls which promote residential areas that are attractive, well maintained and protect the health, safety, and welfare of residential areas.

Applicant Response: The buffer that surrounds the development contains undulating lakes, mature trees, and scenic views to provide an amenity to both the new residents and the adjacent properties. This reaffirms the commitments made in the original Solterra PUD.

Policy 1.3.3: Provide, through the City of Sunrise Land Development Code (LDC), proper design regulations for residential developments, to ensure that the required amount of open space is located to serve the future residents. The required open space will be achieved through proper landscape buffering between residential land uses and the following land uses: community facilities, multi-family residential, commercial, industrial, and other land uses, as well as proper buffering from street rights-of-way and canals.

Applicant Response: Like the established PUD, this application provides an abundance of open space for both its residence and for those who visit. There will be a trail within the exterior buffer, lakeside areas, residential recreation areas, and an adjacent public park.

Policy 1.3.4: All new residential developments must receive site plan approval in accordance with the City of Sunrise LDC.

Applicant Response: A Site Plan application has been submitted for review. Approval will be obtained prior to the submittal of building permit applications. The site plan was submitted after the original PUD rezoning, master plan, and development agreement were approved in 2024. The developer will abide by all City and County requirements for construction.

Policy 1.4.1: The land development regulations shall encourage This increased use of mixed densities and housing product types within a development to increase the diversity of housing choices.

Applicant Response: The Land Development Regulations (LDR) of the City of Sunrise provide a mechanism to create a Planned Unit Development for proposed community that would otherwise not be allowed using traditional zoning district regulations. This process allows Solterra to be developed in a much higher-quality manner because of the flexibility provided. When a PUD is approved, it is taken as a whole and must prove to be a development that makes the best use of the land and provides an asset to the community. The Solterra PUD was originally approved in 2024 and continues to be a high-quality proposal for a mixed housing community.

Policy 3.2.3: The City of Sunrise will encourage development of private infrastructure and facilities to accommodate energy efficient vehicles.

Applicant Response: Electric Vehicle (EV) parking will be provided within the community consistent with the requirements of the Land Development Code and the 2024 PUD Development Program Standards. Future residents will be encouraged to add additional charging facilities within their homes.

OBJECTIVE 7.2: Public Schools: Support Broward County Public Schools

Policy 7.2.1: The City of Sunrise shall implement development review procedures to assure that facilities and services meet established countywide level of service (LOS) standards and are available consistent with concurrency requirements and Section 163.3180 Florida Statutes and Policy 2.15. 4 of the BCLUP.

Applicant Response: The Solterra community will bring much-needed housing to the community. In doing so, we will work with the Broward County School Board to ensure that school capacity is addressed. A Preliminary School Capacity Availability Determination (SCAD) letter has been received on July 18, 2024 that confirms that there is sufficient capacity for the additional students this development would bring.

OBJECTIVE 10.1: Public Facilities and Phased Growth: Coordinate future land uses with availability of regional and community facilities and services sufficient to meet the current and future needs of the City of Sunrise population and economy without endangering its environmental resources.

Applicant Response: Capacity of local and regional facilities were studied as part of the associated LUPA. As part of the development of this site, the developer will be treating any and all contaminated portions and preserving wetlands. If any wildlife is found prior to construction, the developer will make sure the animals are properly removed in accordance will all laws and regulations.

Policy 10.1.1: The City of Sunrise shall implement development review procedures to assure that facilities and services meet established County-wide and municipal level of service (LOS) standards and are available concurrent with the impacts of the development.

Applicant Response: The developer will coordinate any required improvements to the infrastructure with the City of Sunrise.

OBJECTIVE 10.3: Efficient Use of Urban Services: Promote the efficient use of urban services by encouraging new development into areas where necessary regional and community facilities and services exist.

Applicant Response: The development is proposed on what was once a functioning golf course. There are existing facilities that have been run to the property and there are already several residential developments that encompass the site. All utility connections will take into account existing service and established routes.

Policy 11.1.3: To prevent future incompatible land uses the established character of predominantly developed adjacent areas shall be a primary consideration when amendments to the City of Sunrise ’s or the Broward County Land Use Plan (BCLUP) are proposed. Future incompatibilities shall be minimized using buffers and setbacks.

Applicant Response: This rezoning – as originally established in 2024 – and the associated LUPA, are compatible with the built environment that surrounds the property. The subject site, currently a vacant golf course, will reflect the density and housing types that are already present in the area.

(2) That the request is consistent with the density, intensity and general uses set forth in the city's future land use map (FLUM).

Applicant Response: A change to the Future Land Use Map for this property has been approved in order to change the three previous future land use designations from Commercial Recreation, Low-Medium 10, and Medium-High 25 to Commercial

Recreation and Irregular Density (9). The buffer and the majority of the public park will maintain the existing Commercial Recreation land use. As with the established Solterra PUD, this application maintains the proposed 900 units on a 100-acre piece of land with associated non-residential lands surrounding it. This density is consistent with the current land use designation. Uses within the Commercial Recreation land use are limited to those permitted in the Recreation/Open Space districts as required by the land use plan amendment approval.

(3) That the request meets the purpose and criteria set forth in the city's land development code for the zoning district into which the property is to be converted.

Applicant Response: According to Sec. 16-101 of the Land Development Code (LDC), "The primary purpose of the planned unit development (PUD) district is to promote quality development with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning." The reasons PUDs are encouraged are then listed in the subsection. As with the Solterra PUD that was established in 2024, this proposal shares the following reasons for rezoning to a PUD:

1. ***To allow diversification of uses, structures, and open spaces when not in conflict with existing and permitted land uses on abutting properties*:** The established PUD provided for a diversification of residential types by offering both single-family and townhome units within a cohesive, planned development. It also provided for a 230'-wide perimeter buffer between the surrounding existing multi-family developments and the PUD. The buffer will contain an undulating lake system around most of the perimeter and includes a portion of the public park to the north of the residential units. This blend of uses and housing types is not possible under traditional zoning districts. This application keeps the same housing mix and site features.

2. ***To reduce improvement costs through a more efficient use of land and a smaller network of utilities and streets than is possible through application of standards contained in conventional land development regulations and site designs:*** Like the 2024 PUD, the proposed Development Program Standards provides for a residential density that results in a smaller network of utilities and streets than would be provided under one of the standard zoning districts in the city. Because of the size of the property, construction will be phased. This allows a more efficient development of this area by clustering the improvements. The number of units that will be built allows each trade to work on several sites at the same time, reducing commuting time and the costs associated with time on the road.

3. ***To conserve the natural amenities of the land by encouraging and improvement of scenic and functional space*:** The established PUD provided an extensive perimeter buffer area that includes lakes and a

substantial amount of landscaping. No change is sought to these site features. These natural areas will serve to conserve and improve the natural amenities and preserve and enhance the existing wetland. This creates a space that is both scenic and functional. Numerous native specimen trees are also being preserved, providing shade and beauty throughout the project.

4. ***To provide a high quality of design and materials to create aesthetically pleasing environments for living, shopping, and working in the City:*** These revised Development Program Standards will provide the framework for the Solterra PUD to ensure that the resulting community is constructed with high-quality design and materials that will be an asset to the city. The proposed architecture is modern and fresh. The site design and amenities incorporated into the community will provide a desirable development for current and future city residents. The 86.39 acres of open space and amenities - which includes a multi-purpose path, pocket parks throughout the community, a portion of the adjacent public park, and two clubhouse and pool areas - will draw the residents out of their homes to enjoy the common areas. There will also be 18.34 acres of lakes and direct access to a 7.77-acre public park. The streetscapes will include thoughtful design to provide a beautiful driving, biking, and walking experience.

5. ***To promote sustainable development:*** The development will adhere to the most recent edition of the Florida Building Code, providing housing that is resilient and built to last. Where possible, the design of the property will include certain sustainability measures to provide a better development product and to add value to the new homes. A list of sustainable practices and features that has been incorporated in the proposed development includes, but is not limited to, tile roofs, optional solar power on single-family homes, re-use water for irrigation (when available from the City), rough electric for electric vehicles in single-family homes and townhomes with garages, optional electric vehicle charging station in single-family homes and townhomes with garages, water-saving fixtures, compact building design, more efficient use of land, redevelopment of underutilized property, a safe pedestrian network, and provisions for bike racks.

6. ***To ensure that development will occur within the guidelines and intent of the Sunrise Comprehensive Plan and this chapter. Planned unit developments are equally adaptable to new development or redevelopment:*** The City of Sunrise Comprehensive Plan illustrates a vision of the future that brings smart growth and good city-building practices to the forefront. With the South Florida's ever-growing population still on the rise and developable land at a premium, it is important to ensure that developers have the citizen's best interests in mind and put in place certain policies that allow development that enhances the City's tax base and livability. By developing

this site as a PUD, the development will be an asset to the surrounding communities and the region as a whole, while minimally impacting the quality of life for the residents in the surrounding communities. The shape of the golf course does not allow the most efficient use of the land. Now that the property is within a single PUD zoning district, the developer can address the concerns of the neighbors and still provide a successful product. The Solterra PUD as it is now being revised still provides for redevelopment of an abandoned golf course site and is consistent with the goals, objectives, and policies of the Sunrise Comprehensive Plan as listed within the PUD document.

7. ***To promote a more efficient use of the roadway system, encourage multi-modal trips and pedestrian mobility:*** As always, the Solterra PUD provides an extensive pedestrian and multi-modal network throughout the site and connections to adjacent roadways and mass transit facilities. Traffic improvements will be constructed to allow the residents of the Solterra PUD to exit to the north, reducing the impact on the single-family neighborhood to the east. The pedestrian amenities throughout the site will allow residents to exercise and use the amenities on site without having to drive. A multiuse path will be provided through the buffer area that residents can use to enjoy the lakes, visit neighbors, and access amenity areas and parks. A direct connection to the public park will also be provided.

8. ***To provide a broader range of housing opportunities within the City, including affordable housing opportunities consistent with City and Broward County guidelines:*** The Solterra PUD, originally approved in 2024, includes single-family homes, market-rate townhomes, and affordable townhomes. This diversified the housing stock and will provide much-needed housing affordability. Affordable housing will be provided in accordance with the requirements of Broward County, the City of Sunrise, and as required in the associated Development Agreement. As agreed upon in the original PUD approval, 87 affordable townhomes will be provided within the development. These townhomes will be constructed in the same high quality manner as the rest of the development and will feature an exclusive amenity area.

9. ***To provide for other limitations, restrictions, and requirements as deemed necessary due to the uniqueness of the development:*** The established Solterra PUD zoning district provides for development regulations that may not otherwise be allowed in a traditional residential zoning district. The minor changes to the regulations included in this application still allow for a high-quality residential development that will appeal to many different users while providing the extensive buffer to the surrounding multi-family residential communities.

(4) That the request is compatible with existing and proposed uses in the general vicinity.

Applicant Response: The subject property is lined by various types of residential properties including:

- Golfview Gardens Apartments – a 6-story apartment complex to the north of the site.
- Regency Club – a townhome community to the east and south.
- Aragon – a 4-story pair of condo buildings located on the southwest of the site.
- Townhomes at Aragon – a community of 2-story townhomes just north of Aragon.
- Fairways of Sunrise Townhomes - a community of 2-story townhomes lining the west boundary of the site.
- Quail Run – Three 4-story condo buildings located to the northeast of the site.

To the south and east of these properties are single family neighborhoods. The proposed mix of single family and multifamily units - established in the 2024 PUD rezoning - complements the neighboring lands by providing density that is consistent with the immediately-adjacent neighbors and housing types that are consistent with this portion of the city.

(5) That the request will not place an undue burden on existing infrastructure and existing capacity for the property or its general vicinity or that the applicant will provide appropriate improvements to offset the impacts.

Applicant Response: The site development associated with this proposal requires approvals from various utility and municipal entities before and during permitting. Through the LUPA approval we received capacity analysis letters from City Water and Sewer departments, Broward County Mass Transit, and Broward County Environmental Engineering and Permitting Division. These entities acknowledged that capacity exists in their respective infrastructure to support the proposed development. We understand and agree that the impact this rezoning will have on adjacent properties will be addressed by the developer. The proposed development that is only possible with the proposed rezoning will contribute to the area by providing a public park, recreational spaces, and a beautiful community for future residents to enjoy. Improvements to NW 30th Place at the bridge and the intersection with Oakland Park Boulevard will help to ease the pressures of additional vehicular traffic. These agreements are in accordance with the recorded Development Agreement.

(6) That the request shall document any changed or changing conditions which make approval of the request appropriate.

Applicant Response: While the zoning district has been PUD for nearly a year, the most recent use of this land was for a golf course and country club. The decline of

golf courses is well documented and a property of this size and condition is difficult to develop piecemeal. The rezoning of this property to PUD allowed a low-intensity, context-appropriate use that benefits the City as a whole. This application follows the same proposed development, but addresses some of the inconsistencies that arose during review of various applications.

Staff Recommendation to the Planning and Zoning Board, September 4, 2025

Staff recommends approval of the proposed amended rezoning from CR (Commercial Recreation District) and RM-10 (Low Medium Multifamily Residential District) zoning districts to a Planned Unit Development (PUD) district for approximately 0.77 acres of the Solterra project area, inclusive of amendments to the Design Program Standards, subject to the following conditions as listed below:

1. The applicant shall provide an executed and recorded Unified Control document prior to the first building permit issuance for vertical construction.
2. The applicant shall comply with all the requirements of the Amended and Restated Development Agreement approved via Resolution No. 21-17-24-A, as amended.
3. All voluntary commitments proffered by the applicant via Ordinance No. 711.

Planning and Zoning Board Recommendation, September 4, 2025

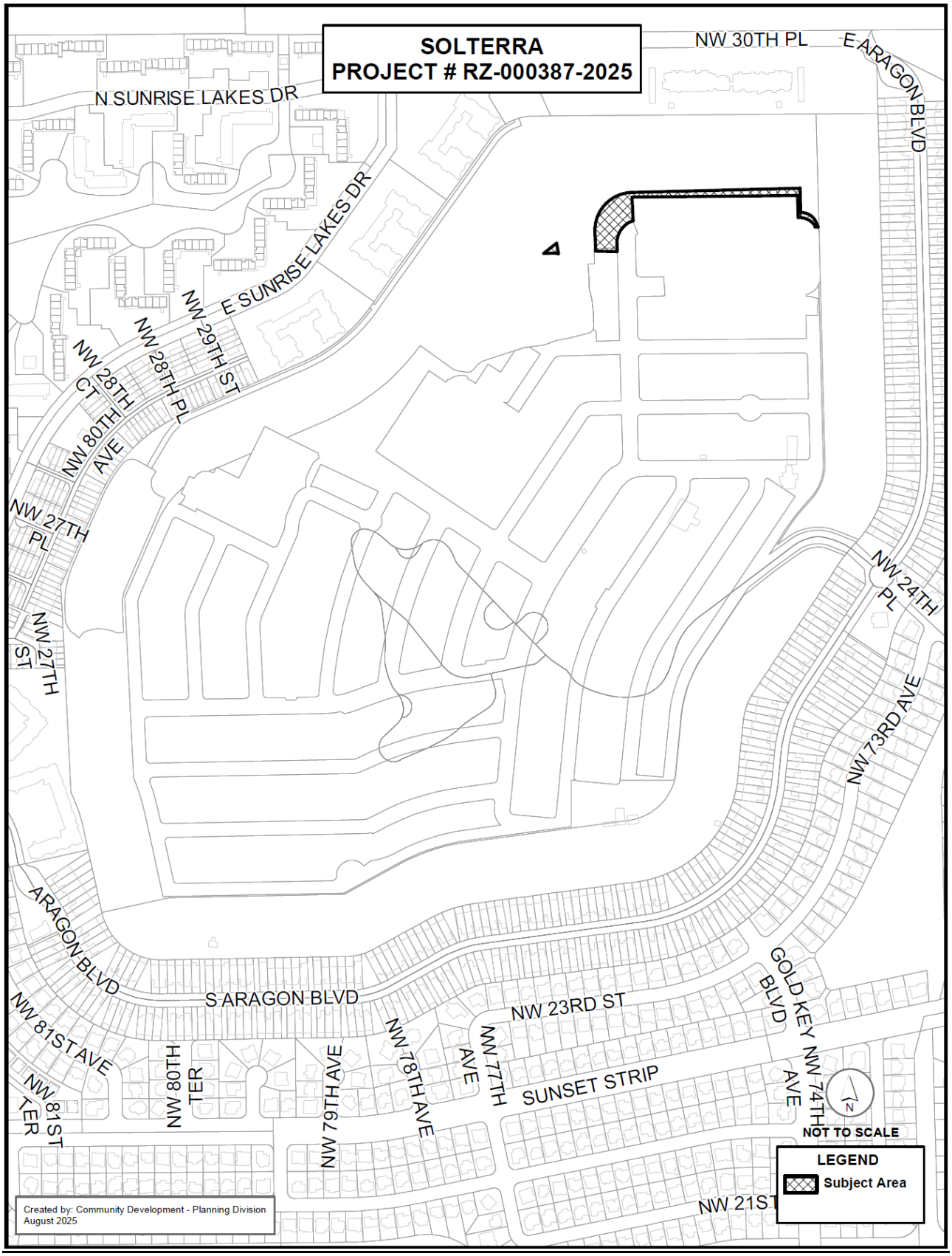
At its meeting on September 4, 2025, the Board approved Staff's recommendation subject to the conditions listed above.

Final Staff Recommendation to the City Commission, September 15, 2025

Staff recommends the approval of this application subject to the conditions listed above.

Planner: Kaitlyn Forbes, Complete Cities (Consultant) / Matt Goldstein (City of Sunrise)
File No. RZ-000387-2025 (94:060002)

Location Map



Location Map with Existing Zoning Districts

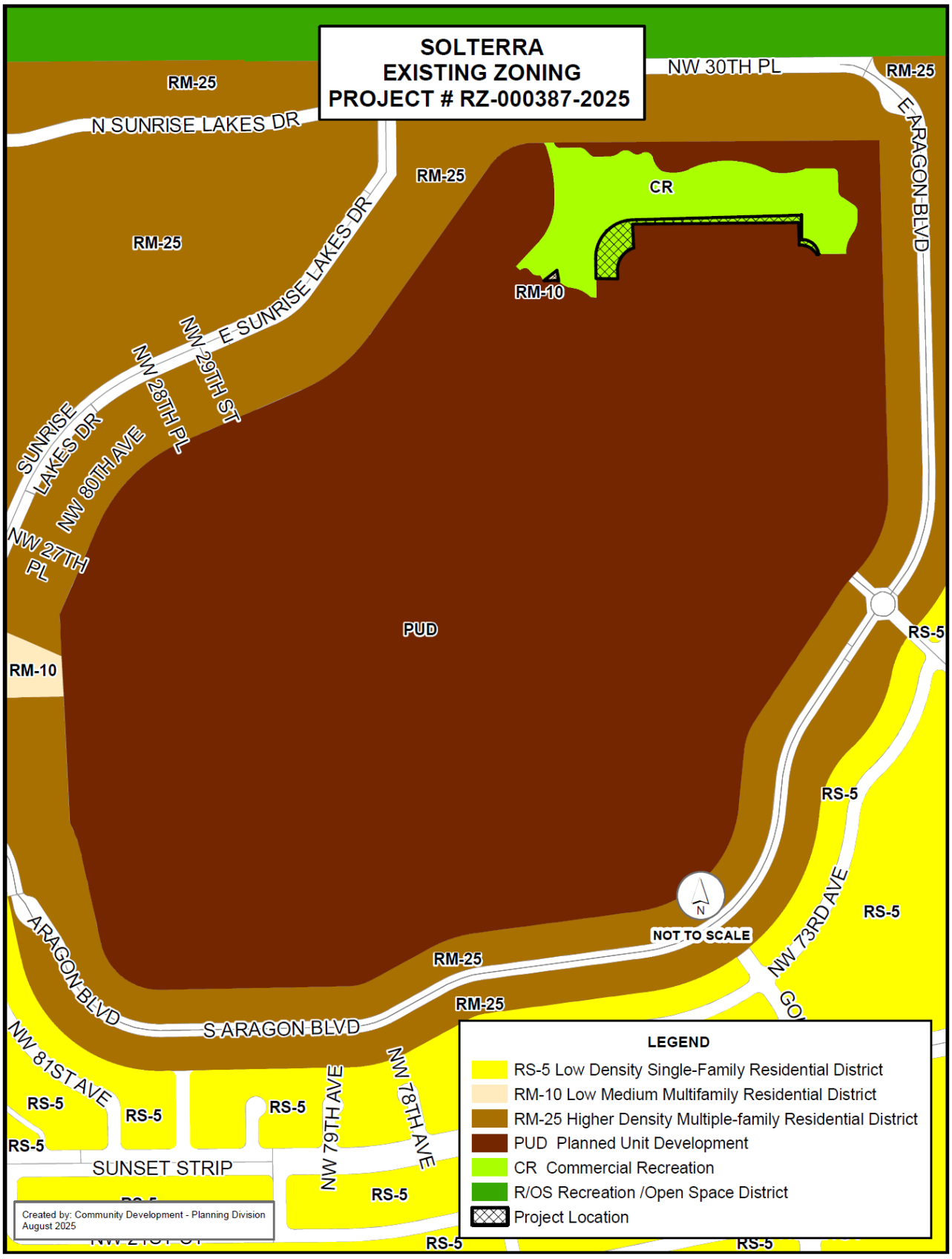


EXHIBIT C

SOLTERRA

DEVELOPMENT PROGRAM STANDARDS FOR

PLANNED UNIT DEVELOPMENT

(PUD)

REZONING APPLICATION

Prepared by:
Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, Florida 33309

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS

June 10, 2025

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EXHIBIT 7 – Land Use Map

EXHIBIT 8 – Public Art

I. GENERAL DESCRIPTION

A. Property Description

The land area to be rezoned to PUD encompasses 152.99 acres that is generally located south of Northwest 30th Place, east of Sunrise Lakes Drive East, west of East Aragon Boulevard and north of South Aragon Boulevard. See **Exhibit 1** – Sketch and Legal Description and **Exhibit 2** – Location Map.

B. Ownership Information

CC/WV Sunrise, LLC
2020 Salzedo Street, Suite 200
Coral Gables, FL 33134
Contact: James Wright
Telephone: (305) 448-0353
Email: jwright@cchomes.com

Solterra Community Development District
5385 N. Nob Hill Road
Sunrise, FL 33351
Contact: Michael Levak, Chairman
Telephone: (954) 721-8681
Email: mlevak@supvcdd.com

Griffin 38 – Cooper City, L.P.
23975 Park Sorrento, Suite 220
Calabasas, CA 91302
Contact: Steven C. Porath
Telephone: (818) 385-0005
Email: sporath@hearthstone.com

C. Project Description

The Solterra Planned Unit Development ("PUD") is a planned residential community within the city of Sunrise, Florida. The property is comprised of an abandoned golf course site (Sunrise Golf & Country Club) and an undeveloped residentially zoned island parcel located in the middle of the former course. The existing entrance to the site, which will be converted to emergency access only, is from the east via NW 24th Place. The subject site is bound on all sides by existing multifamily residential developments.

The Solterra PUD consists of up to 900 residential dwelling units, comprised of between 300 and 400 single-family homes and between 500 and 600 townhouses, all with a maximum of two (2) stories in height. At least 87 townhomes shall meet Broward County's affordable housing requirements.

These affordable units will be built to the same high standards as the market-rate housing in order to create a cohesive community aesthetic.

The PUD features a 230' wide perimeter buffer that includes lake views, a perimeter multi-purpose trail, and extensive shaded pedestrian walkways. Homeowners can walk, bike, or drive to a grand clubhouse and pool area conveniently located near the gated entrance and nestled in amongst the natural features of the perimeter buffer. The Solterra community shall also include a pool and amenity building for the exclusive use of the affordable housing residents. In an effort to foster equitability amongst housing types, this amenity will be built at a greater size-per-user ratio than the pool that is open to the community at large and will be provided with no additional fee for the residents.

Walkability is emphasized throughout the project by providing a multimodal network of streets and walkways, nature trails, smaller lot widths, and close proximity to (and connection with) a public park. Great care has been taken to preserve existing mature trees in-place, while relocating the specimen trees that are in locations that conflict with the future development of the site. Solterra celebrates nature by providing a design that focuses on the natural areas as a feature to be enjoyed by residents and their guests.

Due to its scale, Solterra will be a multi-phased development. The associated Development Agreement, which has been amended and restated, provides certain terms and conditions that the developer and City of Sunrise ("City") have agreed to in order to coordinate the development of the entrance/accessway, Solterra, and the adjacent public park. The agreement also establishes some development restrictions that have been included in this document.

D. Required and/or Voluntary Commitments

Affordable housing will be provided in accordance with Broward County requirements. Eighty-seven (87) affordable townhomes will be constructed within the Solterra development along with a clubhouse and pool/amenity area available exclusively to the residents of the affordable housing. The affordable housing commitment is also found within the Development Agreement.

Public art will be installed at the main entrance to the community at Solterra Boulevard and NW 30th Place, at the terminus of the main entry road Solterra Boulevard, and within the adjacent public park. This will create visual interest within the Solterra community and provide aesthetic improvements that support the City's public art objective.

The developer has committed to providing a 230' wide buffer around the residential community that contains landscaping, lakes or retention ponds,

and other minor improvements in order to provide a better view from the surrounding communities than would otherwise be provided by a PUD development. The buffer will attract wildlife and create a natural area to separate the properties.

The construction of roadways, sidewalks, landscaping, irrigation, lighting, drainage, a multi-use path, an entry feature (including a sign) and related improvements for a neighborhood and park entryway have also been agreed upon by the developer in the Development Agreement. This ensures that access to the Solterra community and adjacent park will be easily accessible and identifiable.

Outside of the PUD boundary, there has been a commitment to improve off-site roadways, the nearby bridge, the perimeter roadway, and the proposed adjacent public park. These commitments can all be found in the Development Agreement associated with this property.

E. Purpose

The purpose of the Planned Unit Development is to provide a unified quality development with greater flexibility than conventional zoning. The Solterra PUD will provide the following:

1) To allow diversification of uses, structures and open spaces when not in conflict with existing and permitted land uses on abutting properties:

The proposed PUD will provide for a diversification of residential types by providing both single-family and townhome units within a cohesive, planned development. The PUD provides for a 230' wide perimeter buffer between the surrounding existing multi-family developments and the PUD. The buffer will also contain an undulating lake system around most of the perimeter and includes a portion of the public park to the north of the residential units. This blend of uses and housing types is not possible under traditional zoning districts.

2) To reduce improvement costs through a more efficient use of land and smaller network of utilities and streets than is possible through application of standards contained in conventional land development regulations and site designs:

The proposed development provides a residential density that results in a smaller network of utilities and streets than would be provided under one of the standard zoning districts in the city. Because of the size of the property, construction will be phased. This allows a more efficient development of this area by clustering the improvements. The number of units that will be built allows each trade to work on

several sites at the same time, reducing commuting time and the costs associated with time on the road.

3) To conserve the natural amenities of the land by encouraging the preservation and improvement of scenic and functional space:

The proposed PUD provides an extensive perimeter buffer area that includes lakes and a substantial amount of landscaping. This will serve to conserve and improve the natural amenities and preserve and enhance the existing wetland. This creates a space that is both scenic and functional. Numerous native specimen trees will also be preserved, creating shade and beauty throughout the project.

4) To provide a high quality of design and materials to create aesthetically pleasing environments for living, shopping and working in the city:

These Design Guidelines will provide the framework for the Solterra PUD to ensure that the resulting community is constructed with high quality design and materials that will be an asset to the city. The proposed architecture will be modern and fresh. The site design and amenities incorporated into the community will provide a desirable development for current and future city residents. The 86.39 acres of open space - which includes a multi-purpose path, pedestrian walkways, lake banks, lakes, and pocket parks throughout the community - and two clubhouse and pool areas will draw the residents out of their homes to enjoy the common areas. There are also 18.34 acres of lakes and direct access to a 7.77-acre public park. The streetscapes will include thoughtful design to provide a beautiful driving, biking, and walking experience.

5) To promote sustainable development:

The development will adhere to the most recent edition of the Florida Building Code, providing housing that is resilient and built to last. Where possible, the design of the property will include certain sustainability measures to provide a better development product and to add value to the new homes.

Solterra will promote sustainable and smart development with the following elements:

- Tile or metal roofs
- Optional solar power on single-family homes and townhomes
- Re-use water for irrigation (when available from the City)
- Rough electric for electric vehicles in single-family homes and townhomes with garages

- Optional electric vehicle charging station in single-family homes and townhomes with garages
- Water-saving fixtures
- Compact building design
- More efficient use of land
- Redevelopment of underutilized property
- Safe pedestrian network
- Bike racks located throughout the community

6) To ensure that development will occur within the guidelines and intent of the Sunrise Comprehensive Plan and this chapter. Planned unit developments are equally adaptable to new development or redevelopment:

The City of Sunrise Comprehensive Plan illustrates a vision of the future that brings smart growth and good city-building practices to the forefront. With South Florida's ever-growing population still on the rise and developable land at a premium, it is important to ensure that developers have the citizen's best interests in mind and put in place certain policies that allow development that enhances the City's tax base and livability. By developing this site as a PUD, the development will be an asset to the surrounding communities and the region as a whole, while minimally impacting the quality of life for the residents in the surrounding communities. The shape of the golf course does not allow the most efficient use of the land. By developing the property within a single PUD zoning district, the developer can address the concerns of the neighbors and still provide a successful product. The Solterra PUD provides for redevelopment of an abandoned golf course site and is consistent with the following goals, objectives, and policies of the Sunrise Comprehensive Plan:

GOAL 1
Provide an adequate amount of residential area to accommodate the existing and future residents of Sunrise and which allows for the flexibility to provide a varied mix of residential densities and housing types.

OBJECTIVE 1.1
Residential Acreage: Designate a sufficient amount of acreage on the Sunrise Future Land Use Map (Figure A-1) for residential uses.

Policy 1.1.1: Permitted uses in residential land use categories will continue to be consistent with the Broward County Land Use Plan (Hereafter "BCLUP").

OBJECTIVE 1.2

Residential Densities: Regulate permitted density to ensure balanced growth patterns.

Policy 1.2.4: Support increases in residential densities where appropriate to ensure adequate supply of affordable housing.

Policy 1.2.5: Affordable housing shall be addressed consistent with Policy 2.16.2 of the BCLUP, as amended.

Policy 1.2.6: The City of Sunrise shall establish programs to provide, encourage, or enable low- or moderate-income housing to meet the needs of City of Sunrise's existing and future residential population and economic activities.

OBJECTIVE 1.3
Protection of Residential Areas: Develop and implement land use controls which promote residential areas that are attractive, well maintained and protect the health, safety, and welfare of residential areas.

Policy 1.3.3: Provide, through the City of Sunrise Land Development Code (LDC), proper design regulations for residential developments, to ensure that the required amount of open space is located to serve the future residents. The required open space will be achieved through proper landscape buffering between residential land uses and the following land uses: community facilities, multi-family residential, commercial, industrial and other land uses, as well as proper buffering from street rights-of-way and canals.

Policy 1.3.4: All new residential developments must receive site plan approval in accordance with the City of Sunrise LDC.

Policy 1.4.1: The land development regulations shall encourage This increased use of mixed densities and housing product types within a development to increase the diversity of housing choices.

Policy 3.2.3: The City of Sunrise will encourage development of private infrastructure and facilities to accommodate energy efficient vehicles.

OBJECTIVE 7.2
Public Schools: Support Broward County Public Schools

Policy 7.2.1: The City of Sunrise shall implement development review procedures to assure that facilities and services meet established countywide level of service (LOS) standards and are available consistent with concurrency requirements and

Section 163.3180 Florida Statutes and Policy 2.15. 4 of the BCLUP.

OBJECTIVE 10.1
Public Facilities and Phased Growth: Coordinate future land uses with availability of regional and community facilities and services sufficient to meet the current and future needs of the City of Sunrise population and economy without endangering its environmental resources.

Policy 10.1.1: The City of Sunrise shall implement development review procedures to assure that facilities and services meet established County-wide and municipal level of service (LOS) standards and are available concurrent with the impacts of the development.

OBJECTIVE 10.3
Efficient Use of Urban Services: Promote the efficient use of urban services by encouraging new development into areas where necessary regional and community facilities and services exist.

Policy 11.1.3: In order to prevent future incompatible land uses the established character of predominantly developed adjacent areas shall be a primary consideration when amendments to the City of Sunrise's or the Broward County Land Use Plan (BCLUP) are proposed. Future incompatibilities shall be minimized by the use of buffers and setbacks.

7) <u>To promote a more efficient use of roadway system, encourage multi-modal trips and pedestrian mobility:</u>

The Solterra PUD provides an extensive pedestrian and multi-modal network throughout the site and connecting to adjacent roadways and mass transit facilities. Traffic improvements will be constructed to allow the residents of the Solterra PUD to exit to the north, reducing the impact on the single-family neighborhood to the east. The pedestrian amenities throughout the site will allow residents to exercise and use the amenities on site without having to drive. A multiuse path will be provided through the buffer area that residents can use to enjoy the lakes, visit neighbors, and access amenity areas and parks. A direct connection to the public park will also be provided.

8) <u>To provide a broader range of housing opportunities within the city, including affordable housing opportunities consistent with City of Sunrise and Broward County guidelines.</u>

The Solterra PUD will include single-family homes, market rate townhomes, and affordable housing townhomes. This diversifies the housing stock and provides much-needed housing affordability. Affordable housing will be provided in accordance with the requirements set forth by Broward County, the City of Sunrise, and as required in the associated Development Agreement. 87 affordable townhomes will be provided within the development. These townhomes will be constructed in the same high quality as the rest of the development and will feature an exclusive amenity area.

9) To provide for other limitations, restrictions, and requirements as deemed necessary due to the uniqueness of the development.

The Solterra PUD zoning district provides for development regulations that may not otherwise be allowed in a traditional residential zoning district. The regulations that are included in our proposal allow for a high-quality residential development that will appeal to many different users while providing the extensive buffer to the surrounding multi-family residential communities.

F. Conceptual Development Plan

The conceptual development plan includes single-family and townhome dwelling units together with a centralized clubhouse and pool amenity, a secondary recreational amenity space, and pocket parks throughout the community. The plan also includes the preservation and enhancement of the wetland area and the design and boundary of the perimeter buffer. Although not fully included within the PUD, the master plan provides for the dedication and development of a 7.77-acre City Park facility located along the northern portion of the site that will be developed in conformance with park requirements included within the Development Agreement. Please refer to **Exhibit 3** for the PUD Master Plan and **Exhibit 4** for the Conceptual Park Master Plan.

G. Development Procedures

Concurrent with the submittal of this rezoning request, an application for master plan approval is being submitted to the City. The master plan submittal will meet the requirements of Section 16-39 of the City of Sunrise Land Development Code (LDC). The review procedures shall be as contained in Subsection 16-31(e) of the City of Sunrise's LDC. An application for site plan and subdivision plat shall also be submitted to the City in accordance with the City's LDC. Site Plan approval is required prior to the issuance of a building permit for any residential building.

II. UNIFIED CONTROL

A draft unified control document is included with this application. The unified control document contains provisions to address the following elements:

A. Requires the proposed development to proceed according to the PUD district regulations which include the development standards and design guidelines as approved by the City Commission and conditions of approval for the rezoning of the property to PUD;

B. To provide for continued operation and maintenance of any proposed public open spaces and common elements of the approved PUD; and

C. To bind the owners' successors in title to any conditions of approval of the PUD.

The final unified control document that meets the City Code requirements and is approved by the City shall be recorded in the public records, together with the Amended and Restated Development Agreement which will serve as the covenant in the public records. Please refer to **Exhibit 5** – Deeds, which provide evidence of unified control of the entire area within the proposed PUD by including recorded Special Warranty Deeds for the golf course parcel and the island parcel. In addition, a Community Development District has been formed which will provide for the continued operation and maintenance of all common areas.

III. DESIGN GUIDELINES

The design guidelines contained herein are not intended as a complete summary of all project code requirements. The applicable City of Sunrise code requirements shall apply to any criteria not included in these requirements. NOTE: Uses within the Commercial Recreation land use area are limited to those permitted in the Recreation/Open Space districts as required by the land use plan amendment approval.

A. Permitted Uses

The Solterra PUD consists of a mix of 900 single-family and townhome units on a 152.99-acre site. Housing design will vary throughout the site to provide a variety of unit sizes and affordability. This residential development will be supported by two clubhouse and pool areas, an interconnected multi-use path, pocket parks and visitor parking scattered throughout, and access to a new public park that will be built in conjunction with this development (a portion of which is included in the boundary of this PUD). Site density and housing mix are required to be in compliance with Section 2(c)(i) of the Development Agreement. Site features within the CR Land Use area will be developed in accordance with the Declaration of Restrictive Covenants as recorded in Instrument #119040996 of the Broward County Records.

The permitted uses within the PUD are as follows:

1) 900 Residential Dwelling Units

   a) 300-400 Single Family Homes

   b) 500-600 Townhomes

      1. 50% or more of the Townhomes must have a garage

      2. Up to 50% of the Townhomes may have outdoor parking only

2) Open Space & Recreational Amenities which are ancillary to the residential dwelling units.

3) A Public Park as described in the recorded Development Agreement between the Developer and the City.

4) Accessory Uses Permitted: Covered patios, screened enclosures, and outdoor kitchens are permitted so long as they meet the setbacks of the principal structure.

   Sheds are prohibited.

   At-grade patios are permitted and may encroach into required yards as noted below.

   a) Encroachments

      1. Air conditioners and at-grade patios may encroach into street-side, interior side, and rear yard setbacks, provided that no slab shall be closer than 1' from a side property line for townhomes or 5' from a rear property line for townhomes and single-family lots.

      2. Decorative wing walls may encroach into street-side and interior side yard setbacks up to 1'-6" (1.5').

B. Development Standards

Any development standards that are not in accordance with the City Code are noted in **Exhibit 6** – Code Deviation Table.

1) Minimum tract size: The PUD is 152.99 acres, far exceeding the minimum size of ten (10) acres. This includes nearly all of the land that comprised the former Sunrise Golf and Country Club and the island parcel which it surrounded. This also includes affordable housing which, when combined, exceeds the 4.5 acres required by

Section 16-101(c)(1)b. of the LDC. A portion of the public park that will be built in the northern portion of the former golf course is also included within the boundary of the PUD.

2) Maximum density: The Solterra PUD is restricted to a maximum of 900 dwelling units, which is consistent with the City of Sunrise Future Land Use Map depicting 100 acres with a Land Use Designation of 9.0 dwelling units per acre. Compliance with the maximum number of units as permitted by the Land Use Element of the Sunrise Comprehensive Plan is required by Section 16-101(d)(2)(a) of the LDC. The total number of units and the housing type mix can also be found in Section 2(c)(i) of the Development Agreement. See **Exhibit 7** – Land Use Map.

3) Minimum lot size & minimum lot dimensions:

Minimum lot size: The land use density within the Solterra PUD is greater than what is permitted in the City's RS-7 single-family zoning district and slightly less than the maximum permitted in the RS-10 multi-family zoning district. The lot size and dimensional requirements reflect this as they allow single-family and townhome lots that strike a balance between sufficient yard area and the convenience of a medium-density community. Both housing types also take advantage of the common areas of the community to provide exceptional homes.

The minimum lot sizes within the Solterra PUD shall be as follows:

a) Single Family: 3,040 SF

b) Townhomes with Garages: 1,840 SF

c) Townhomes without Garage: 1,254 SF

Minimum lot dimensions, coverage, and pervious area (does not include common area around townhomes):

a) Single Family:

1. Minimum lot width: 38'

2. Minimum lot depth: 80'

3. Maximum lot building coverage: 50%

4. Minimum pervious area: 30%

b) Townhomes with Garage:

1. Minimum lot width: 23’

2. Minimum lot depth: 80’

3. Maximum lot coverage: 65%

4. Minimum pervious area: 15%

c) Townhomes without Garage:

1. Minimum lot width: 19’

2. Minimum lot depth: 66’

3. Maximum lot coverage: 60%

4. Minimum pervious area: 15%

4) Distance between structures: While traditional single-family planned developments use the height of the home to determine some of the distances it must be set back from another home, the structures within this PUD will have predetermined distances. These required distances allow for a predictable development pattern and provide assurance to all homeowners that there will be enough room to easily access all sides of their single-family home or townhome building. The minimum distance between structures within the Solterra PUD shall be:

a) Single Family (side to side): 10’

b) Single Family (side to rear): 15’

c) Single Family (rear to rear): 20’

d) Townhomes (side to side, side to rear or rear to side): 20’

e) Between any Townhome and Single Family: 15’

5) Access: Access to the site will be solely from NW 30th Place via a new public road constructed on a portion of the Golf View Gardens Apartments property that has been acquired by the City of Sunrise. This new right-of-way will allow residents and visitors to access both the Solterra community and the public park that will be built on the northern portion of the former golf course. The intersection will be clearly marked within the swale of the new right-of-way with an iconic sign and lush landscaping in accordance with Section 4.g.1 of the Development Agreement and shown in Exhibit E-4 of the

same. Once inside the development boundary, the road leads to a gated guardhouse.

Each dwelling unit shall have access to a public street. Sidewalks and a multi-use trail provide opportunities for walking, jogging, and biking throughout the development. The pedestrian path also connects to the public park and ultimately to the public roads.

Internal streets will be constructed in accordance with the phasing requirements as noted in the Development Agreement. All road construction will provide full 2-way access and will provide emergency vehicle access as required. Right-of-way widths will range from forty (40) feet to eighty-four (84) feet in width and will include either two sidewalks, a 10-foot-wide multi-use path, or a combination of one sidewalk and one 10-foot-wide multi-use path. Lane widths will range from 11 feet to 12 feet depending on road classification and location within the community. The emergency access will include two 12-foot lanes with valley gutters on either side for a total of 28 feet in width. Streets will be separated from adjacent swales, medians, and sidewalks by a combination of valley gutters, type “F” curb and gutters, and type “D” curbs. On-street parking will abut the sidewalk, but in all other locations, the sidewalks will be offset from the street by a 7- to 8-foot-wide sodded swale.

Off-site improvements to NW 30th Place at the bridge and intersection with W Oakland Park Blvd will also be required due to the increased usage from the new residents. These improvements are committed to in section 4.g.2 of the recorded Development Agreement between the Developer and the City. These improvements are as follows:

Widening the Inverrary Boulevard bridge from two to four lanes with a sidewalk on both sides.

Converting the signal at the intersection of Oakland Park Boulevard and Inverrary Boulevard West from “split phase” to “dual ring.”

Widening the northbound approach to provide maximum vehicle storage.

Constructing a southbound left turn lane and a southbound right turn lane at the intersection of East Aragon Boulevard and NW 30th Place (over bridge).

Extending existing westbound left turn signal lane storage by reducing taper length to 50 feet.

Constructing an eastbound right turn lane at the intersection.

Restriping the southbound approach lane configuration to eliminate the split-phase signal operation.

Relocating all existing utilities contained within the bridge excluding the force main.

6) Setbacks: City Code does not require any setbacks or yards with the exception of a 30' setback along the perimeter of the site (unless modified by the approved PUD). The majority of our perimeter setback is ten times what is required – 300'. The only exception to this is the portion of the property that abuts the park. The majority of the park property is not included within the PUD, so the setback in this area is 15 feet. We have also established dimensional setbacks and yards for the residential structures. This allows a familiar development pattern and provides lot standards for the City and CDD. The minimum setbacks within the Solterra PUD shall be:

a) Any building to perimeter property line*: 300' (in accordance with Section 2(c)(iv) of the Development Agreement)

**For purposes of this requirement, the "perimeter property line" is the property line between the area that includes both the PUD and the public park and the adjacent multifamily developments. A 300' setback is not required from the portion of the 159.99 acres that is lessed-out for the public park.*

b) Setback from park boundary:

1. Front: n/a
2. Side: 5'
3. Corner: n/a
4. Rear: 15'

c) Single Family:

1. Front: 20'
2. Side: 5'
3. Corner: 15'
4. Rear: 10'

d) Townhomes with Garage:

1. Front: 20’

2. Side: 5’

3. Corner: 15’

4. Rear: 10’

e) Townhomes without Garage:

1. Front: 10’

2. Side: 5’

3. Corner: 15’

4. Rear: 10’

7) Maximum height of structures: The boundary of this PUD is lined with nearly 7,000 linear feet of townhome development, The majority of which are on land zoned RM-25. While the maximum height in the RM-25 zoning district is 12 stories or 120-feet, the townhomes that abut the former golf course are either one- or two-story buildings. In keeping consistent with the character of the neighborhood, all residences and clubhouses within the PUD will be two stories in height. This two-story restriction is also included in the approved Development Agreement. The maximum height of structures within the Solterra PUD shall be:

a) Maximum number of stories: Two (2) stories (in accordance with Section 2(c)(ii) of the Development Agreement)

b) Maximum height: 35’

8) Minimum floor area requirements: The minimum floor size for dwelling units in the Solterra PUD is consistent with the requirements of Section 10-101(d)(8) of the City’s Land Development Code. The minimum floor area per dwelling unit shall be as follows:

a) Single Family Home:

1. 2-bedroom with loft: 1,650 SF

2. 3-bedroom: 1,650 SF

3. 4-bedroom: 1,825 SF

4. 5-bedroom: 2,000 SF

b) Townhomes:

1. 2-bedroom: 1,000 SF

2. 3-bedroom: 1,175 SF

3. 4-bedroom: 1,350 SF

4. 5-bedroom: 1,525 SF

9) Floor Area Ratio: The City of Sunrise's Comprehensive Plan specifies FAR limits for only properties within Commercial, Office Park, Industrial, Transit Oriented District (TOD), and Local Activity Center (LAC) land use areas. The Solterra PUD is within residential and commercial recreation land use areas, and therefore is not restricted by a FAR requirement.

10) Off-street parking and loading requirements:

Section 16-101(d)(10) allows the deviation of the off-street parking requirements found in Article VII of the Land Development Code, provided the resulting parking is consistent with the following guidelines:

a. Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from major streets.

- No parking areas will be visible from any major street.

b. The interior of all parking lots shall be landscaped to provide shade and relief.

- All parking areas shall be landscaped according to code requirements.

c. Parking lot layout shall take into consideration pedestrian circulation and pedestrian crosswalks shall be provided where necessary and appropriate.

- Most parking areas are along the edge of an interior roadway. The exception is the parking lot that serves the main amenity area, which is a double-loaded parking area along a single drive aisle.

d. The applicant may propose parking that does not meet minimum Code requirements, in which case the applicant shall submit a parking study, prepared by a registered

traffic engineer. At a minimum, the parking study shall include the number of proposed parking spaces, public transit ridership statistics, and justification for any deviations from the requirements of Article VII of this Code for off-street parking and loading. The study shall be reviewed and approved by the director of community development or his/her designee.

- The number of parking spaces will comply with code requirements, so no deviation is requested. Parking will be provided as listed in section a below.

e. Bicycle parking spaces shall be provided throughout the site by way of bicycle racks capable of accommodating a cumulative minimum equal to five (5) percent of the required vehicle parking.

- Eighteen bicycle racks, capable of accommodating up to 131 bicycles will be located throughout the site. This is equal to 5 percent of the required vehicle parking (excludes guest parking requirements). They will be installed in locations where access, safety, and convenience are identified, such as at the clubhouses, pocket parks, and along the multiuse path. Exact locations will be determined during site plan review.

Seeing that we have met the above-referenced guidelines, the off-street parking and loading requirements are as follows:

a) Minimum required parking:

1. Single Family Home: Three (3) parking spaces required; the spaces may be tandem but must not intrude on sidewalk. This exceeds the requirement of 16-144(a)(1). No deviation for number of parking spaces is requested.

2. Townhomes:

   The below requirements are consistent with the requirements of 16-144(a)(2). No deviation for number of parking spaces is requested.

   a. One (1) bedroom: 1.75 spaces per dwelling unit

   b. Two (2) bedrooms: 2 spaces per dwelling unit

   c. Three (3) or more bedrooms: 2.5 spaces per dwelling unit

3. Guest parking for the townhomes must be provided at a minimum rate of ten (10) percent of the total number of parking spaces required for the townhome units.

4. Clubhouse:

   Parking for clubhouses serving multi-family residential developments is included in the guest parking requirements. However, due to the size of this development, additional clubhouse-specific parking is needed. The following is required for all clubhouses within the PUD.

   a. 1 space per 350 square feet

b) Parking space size: The minimum parking space requirements are as follows. For parking spaces adjacent to streets, the depth of the parking space may include the valley gutter that lines the drive aisle.

1. Single Family Home:

   a. 9’ x 18’ (driveway spaces)

   b. 10’-8” (10.67’) x 18’-11” (18.92’) (1-car garage spaces)

   c. 20’ x 19’ (2-car garage spaces (combined))

   d. Driveways must be a minimum of 9’ in width, but no wider than 24’ at the property line abutting the right-of-way.

2. Townhomes:

   a. 9’ x 19’ (driveway & other parking spaces)

   b. 11’ x 19’-4” (19.33’) (garage spaces)

3. Clubhouse:

   a. 9’ x 18’

c) Garages: The minimum garage requirements are as follows:

1. Single Family Home:

   a. One 1-car garage – 10’-8” (10.67’) x 18’-11” (18.92’) minimum.

2. Townhomes:

   a. At least 50% of the townhomes to have one 1-car garage - 11’ x 19’-4” (19.33’) minimum.

d) Electrical Vehicle (EV) Availability: Spaces equipped with EV charging equipment may be counted toward minimum parking requirements. The minimum number of EV spaces are as follows:

1. Single Family Home:

   a. All garages to come with one rough electrical (conduit/box) for future EV charging system. Optional EV charging station will be offered.

2. Townhomes with garage:

   a. All garages to come with one rough electrical (conduit/box) for future EV charging system. Optional EV charging station will be offered.

3. Townhomes without garages:

   a. 2% of total vehicular parking required.

4. Clubhouse:

   a. 2% of total vehicular parking required.

e) Lighting Requirements:

1. Pedestrian lighting shall be provided on all public walkways and trails by a combination of street lighting and bollards with a maintained minimum of six-tenths (0.6) footcandles of light measured at grade level.

2. Overspill of lighting onto adjacent properties shall only exceed 0.5 footcandles along the property line of the park where it abuts a right-of-way. Specifically, where NW 30th Street intersects with NW 76th Avenue and NW 73rd Terrace and where the park abuts Solterra Boulevard. This is to provide enhanced security by lighting the sidewalks that are adjacent to the park with pedestrian-scale lighting that is bright enough to meet the proposed minimum foot-candles for pedestrian walkways. Pedestrians will be able to see along the sidewalks and along the entrances to the public park without having to go through poorly lit areas. It also allows a better view inside the property lines of the park, providing additional security between a public space and a residential development.

11) <u>Landscaping Requirements</u>

a) Entrance Hardscape Requirements:

1. Berm along entrance drive: In keeping with the walkable theme and modern design, no berm will be provided along the internal collector drive.

2. Sidewalks: The sidewalks that flank the collector drives shall not be curvilinear but instead built parallel to the adjacent street in order to provide a more efficient path.

3. Benches shall be provided along the internal collector drive no more than 500' apart. Attractive refuse containers will be located nearby.

b) Requirements by Housing Type

1. Single-family:

a. Lot Tree: Minimum of three (3) trees required per lot, one of which shall be a Group A tree from the approved list for single-family homes. Group A tree to be located within the adjacent Access and Utility tract but shall count towards the lot requirement. The other two (2) trees shall be either Group A tree, Group B tree, Group A palm or a cluster of at least three Group B palms.

b. Pedestrian zone or Foundation Landscaping: Not applicable.

c. Buffer: No additional buffer shall be required between the single-family homes, the perimeter open space buffer, and any adjacent development.

2. Townhomes with a garage:

a. One (1) tree shall be provided for every two units, or fraction thereof, and shall be located within the adjacent Access and Utility Tract.

b. One (1) tree, or one (1) palm, or a cluster of at least three (3) palms, shall be provided for every unit but does not necessarily need to be planted on each unit's lot. For example, a 7-unit building shall have at least 7 trees or cluster of three palms for each building.

c. Pedestrian zone landscaping: The minimum width of the pedestrian zone provided in total, per unit, shall be five (5) feet as the lot is twenty-three (23) feet in width and the driveway is eighteen (18) feet in width. The minimum depth of the pedestrian zone landscaping shall be ten (10) feet at the front façade and five (5) feet at the side and rear façade. The pedestrian zone does not extend the whole length of the side façade. The pedestrian zone landscaping shall include mid or low-level planting.

d. Foundation planting: For the building facades that do not face the street, mid-level landscaping shall be provided for 50% of the length of the façade that has pervious area immediately adjacent.

e. Buffer: No additional buffer shall be required between the townhomes with garages and the perimeter open space buffer or the park. No wall shall be required between the Townhomes with garages and any adjacent development.

f. Small to medium-sized trees and palms to be used. Trees must be 12-14 feet in height at installation. Palms must be 16-20 feet in height at installation.

3. Townhomes without garage:

a. One (1) tree shall be provided for every eight (8) parking spaces. These trees shall be provided within the adjacent Access and Utility Tract.

b. One (1) tree, or one (1) palm or a cluster of at least three (3) Palms shall be provided for every unit and are to be located on the lot.

c. Pedestrian zone landscaping: The minimum width of the pedestrian zone provided in total shall be fifteen (15) as the lot is nineteen (19) feet in width and the walkway is four (4) feet. The minimum depth of the pedestrian zone shall be ten (10) feet. The pedestrian zone landscaping shall include mid and low-level planting.

d. Foundation planting: For the building facades that do not face the street, mid-level landscaping shall be provided for 50% of the length of the façade that has pervious area immediately adjacent.

e. Buffer: No additional buffer shall be required between the townhomes without garages and the perimeter open space buffer and the park. No wall shall be required between the Townhomes without garages and any adjacent development.

c) Tree Relocation:

1. No mitigation shall be required for the relocation of specimen trees (trees in excess of 18" DBH) in the initial development of the Solterra community.

d) Buffer Planting:

1. Perimeter buffer: The perimeter buffer shall contain one tree for every 25 LF of the perimeter buffer. Clustering shall be permitted as long as the entire quantity is provided. The required trees shall be located anywhere within the buffer (either side of the lakes). Mid/upper-level landscaping to be provided around the perimeter to be maintained at three (3) to five (5) feet in height.

12) Plant materials: Plant materials will comply with Subsection 16-165(d)(3) of the LDC. All plant material specified shall be functionally appropriate for shade, shelter, height and mass, texture color and form. Distinctive planting schemes for the entryways, streetscapes and open spaces shall be developed.

Trees that are required for townhomes with garages will not count against the overall total for slow-growing trees.

13) Open space requirement:

a) A minimum of thirty-five (35) percent of the gross area of the PUD. Open space is defined as pervious surfaces, plus plazas, pool decks, sidewalks, and other outdoor use areas, except that lakes or other water area shall not count for more than twenty-five (25) percent of the open space requirement, unless such water area is within a recorded wetlands conservation easement. Our open space consists of pocket

parks, buffer areas, pool decks, and other pedestrian areas. The pocket parks will mostly be passive, with benches and hardscape provided. Additional benches will be installed along the multi-use trail no more than 500' apart with attractive refuse collectors located nearby. A minimum of 70% of the benches will be shaded by a canopy tree. This will allow pedestrians and bicyclists a respite while enjoying views of the retention lakes, detention lakes, and other natural features of the buffer area.

b) Wetlands: Areas that are included within a conservation easement are to count 100% towards the open space requirement for the Solterra development.

c) Open space will be provided in the form of pocket parks, common areas, landscaping features, amenity decks, yards, and swales.

14) Coordination with Broward County Transit: The applicant has coordinated with Broward County Mass Transit during the Land Use Plan Amendment and Plat application reviews for the site. The Development Review Report received during the Plat review required no additional transit infrastructure. A copy of the County's report has been provided with the Plat submittal.

15) Property line radii:

a) Property line radii shall not be less than fifteen (15) feet at street intersections.

C. Design Standards

1) Building architecture: The architecture of the Solterra community is designed to create a unique neighborhood that is rich in character, style, diversity and quality. The homes reflect a design style that is suitable for the community and meets the homeowners' needs.

The Coastal elevation utilizes wood accents like brackets and shutters, stone tile, and flat roof tile to create a warm style. The Contemporary elevation uses wood and tile accents in a more modern way to create a sleek elegant style. The Santa Barbara elevation uses Spanish tile, gable ends, wood brackets, shutters, and stucco detailing to create an old Florida Spanish style.

The single-family homes consist of a minimum of 5 different models with a minimum of three elevation styles. Townhomes will vary in size from 3 to 9 units. The townhomes have a minimum of 6 models with two alternate elevation styles, Santa Barbara and Coastal.

The combination of all these elevation designs on various models creates a tremendous amount of variety throughout the community and prevents repetitive architecture. No two single-family houses having the same model and elevation shall be constructed side by side or directly across the street from one another. A house is determined to be across the street from the subject house if you draw a line from the center of the subject house across the street and the line intersects with the footprint of another house. In order to eliminate monotony of the townhome buildings, no two townhome buildings of the same mix and style shall be located next to each other. This does not prohibit identical buildings from being located across the street or diagonally from each other. No more than two of the same townhome model shall be placed side-by-side within a townhome building. Single-family and townhome models may be flipped in order to achieve a more varied streetscape and to address the locations of fire hydrants, drains, and existing trees. A flipped model shall be considered a different model when determining monotony.

Any building, structure, or portion thereof that lies within the portion of the public park that is included within the boundaries of the PUD shall be designed to be compatible with the architectural style of the other public park buildings.

2) Decorative Paving:

Hardscape Requirements:

a) All single-family homes and townhomes shall have decorative brick paver driveways and walkways.

b) The walkways within common areas shall be concrete.

c) The five (5) foot wide sidewalks parallel to the roadway tracts shall be concrete.

d) The ten (10) foot multi-use path shall be integrally colored concrete (color and finish to be approved by City during site plan review).

e) Pavers will be installed at the project entry but will not be installed at the intersection of internal circulation drives.

3) Open Space and Private Recreation Facilities: Common open space and private recreation facilities will be provided for all residential uses. A multi-purpose path is open to the public and provides both an exercising amenity and a connection throughout the development to various pocket parks, lakeside gathering areas, clubhouses, and

recreation facilities. Benches and bike racks are located throughout the development to support the passive open spaces. The Solterra development will include a clubhouse and pool amenity for the entire community as identified on the Conceptual Master Plan included as Exhibit D in the Development Agreement. While all residents are given the opportunity to gain access to the main clubhouse and pool area, a second clubhouse and pool will be provided exclusively for the use of the homeowners of the affordable units.

4) Public art and public open spaces: Public art will be appreciated by residents and visitors of the Solterra community as public art will be located in three separate locations: the main entrance to the community at Solterra Boulevard and NW 30th Place, at the terminus of the main entry road Solterra Boulevard, and within the park. The specific location and orientation shall be placed such that it is easily visible and accessible to the public. Artwork will be selected to enhance the overall public environment and the pedestrian experience by creating a place of congregation and activity. Appropriate, durable materials will be selected such as, but not limited to, metal, glass, stone, concrete, or mosaic. Immediate adjacent landscaping, if proposed, will be complementary without blocking the art. Public art shall be similar in character and composition to the included pictures (see **Exhibit 8** – Public Art).

5) Screening: All mechanical and other similar uses shall be screened in accordance with the City's Land Development Regulations.

6) Non-residential uses: No non-residential uses are permitted within the PUD with the exception of the portion of the adjacent public park that lies within the PUD boundary.

7) Walkways: An internal circulation of walkways and/or multi-modal paths will be provided to connect uses within the PUD and to connect the PUD to adjacent uses. Sidewalks adjacent to the streets and in common areas are 5' wide. The multiuse path is 10' wide. The sidewalk leading from a driveway to the residential unit is 3' wide.

8) Storage: All storage of equipment and materials for amenities shall be within an enclosed building.

9) Sustainable Practices: The list of sustainable practices and list of green building elements are as follows:

- Tile or metal roofs
- Optional solar power on single-family homes and townhomes
- Re-use water for irrigation (when available from the City)

- Rough electric for electric vehicles in single-family homes and townhomes with garages
- Optional electric vehicle charging station in single-family homes and townhomes with garages
- Water-saving fixtures
- Compact building design
- More efficient use of land
- Redevelopment of underutilized property
- Safe pedestrian network

10) Natural Gas: Natural gas will be provided to all of the single-family homes.

11) Utilities: All utilities shall be placed underground. Transformers shall be screened with landscaping as permitted by FPL.

12) Restriction on Garage Conversions: No garage may be converted into living space or any other space that would prohibit the parking of a vehicle. Garages must be used for the parking of automobiles only.

13) Recycling Containers: Recycling containers shall be stored adjacent to all dumpster enclosures in a separate area and screened to the rear by the dumpster enclosure, to the sides by hedges maintained high enough to screen the containers from view, and to the front by an opaque gate that provides access to the bins.

D. Phasing

Unless otherwise noted, the recorded Development Agreement controls the phasing of various items as listed below:

1) Entrance Area Improvements

2) Offsite Roadway Improvements

3) Perimeter Roadway Improvements

4) Internal Park Roadway Improvements

5) Public Park

6) Recreational Amenities:

a) Perimeter Buffer

1. Grading, irrigation, walkways, and landscaping (excluding tree relocation) for the perimeter buffer shall

be completed prior to the issuance of the first Certificate of Occupancy for a residential dwelling unit (excluding dry models).

b) Main Clubhouse: Solterra consists of a 900-unit master-planned development with a large perimeter buffer, both outdoor and indoor recreational opportunities, and an interconnected pedestrian experience with walkways, pocket parks, and a trail system. The project site is a former golf course surrounded entirely by existing residential communities. Construction of the full community is anticipated to take between 3 to 4 years. The construction of the entry road, entry area, guardhouse, and perimeter buffer (excluding tree relocation) shall all be completed prior to the first Certificate of Occupancy for a residential unit (excluding dry models). Because the main amenity (clubhouse) will take 18 months to construct, whereas homes take 4 months to construct, delaying completion of homes until clubhouse completion would extend the project by over a year. In order to reduce the duration of unavoidable construction impacts on the surrounding neighbors, the Developer proposes the following schedule commitments:

1. Issuance of clubhouse permit required prior to the first residential Certificate of Occupancy (excluding dry models).

2. Issuance of a Certificate of Occupancy (or T.C.O.) for the Main Clubhouse must have been issued by the City of Sunrise Building Division within 14 months after the issuance of the first Certificate of Occupancy for a residential dwelling unit (excluding dry models).

c) Secondary Amenity (Affordable Townhomes Amenity)

1. Prior to the issuance of the 1st Certificate of Occupancy for an Affordable Townhome, the Certificate of Occupancy (or T.C.O.) for the Secondary Amenity shall have been issued by the City of Sunrise Building Division.

d) Pocket Parks and Common Areas

1. To reduce construction and residential conflicts within the Solterra community, pocket parks and other common areas shall be completed prior to the issuance of a Certificate of Occupancy for a residential dwelling

unit (excluding dry models) adjacent to the pocket park/common area.

e) Dry Models and Temporary Trailers

1. Dry model homes and construction and sales trailers shall be permitted to be constructed prior to the issuance of a Certificate of Occupancy for a residential dwelling unit upon the issuance of a building permit by the City of Sunrise Community Development Department. The construction permit for the dry model homes or construction or sales trailer shall comply with all applicable local land development codes and the Florida Building Code.

7) Affordable Townhomes:

In accordance with the Declaration of Restrictive Covenants (Exhibit B) of the Broward County Comprehensive Plan Amendment PC22-4, which is an amendment to the Broward County Land Use Plan located in the City of Sunrise: *"Whereas, the land use designation change increases the maximum permitted development on the Property from 321 dwelling units to 900 dwelling units, an increase of 579 units ("Additional Units"). As noted in paragraph 2: "Covenants: Fifteen (15) percent of the additional units on the Property as set forth on the final site plan approved by the City) shall be affordable moderate-income units as defined in the County Comprehensive Plan. Fifteen (15) percent of the Additional Units is eighty-seven (87) dwelling units."*

a) Prior to the issuance of the Certificate of Occupancy for the 322nd market-rate residential dwelling unit (first Additional Unit), the Certificate of Occupancy for first Affordable Townhome shall have been issued by the City of Sunrise Building Division.

b) The issuance of Certificates of Occupancy for Affordable Townhomes shall occur at a minimum of fifteen (15) percent of the cumulative Certificates of Occupancy for Additional Units.

c) After the issuance of the 87th Certificate of Occupancy for an Affordable Townhome, this requirement shall be deemed satisfied for the remainder of the project.

EXHIBIT 1
SKETCH AND LEGAL DESCRIPTION

FOR: C.C. HOMES

SOLTERRA PUD
REZONING AREA BOUNDARY

LEGAL DESCRIPTION:

ALL OF SOLTERRA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 184, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THERE FROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF PARCEL "A" OF SAID SOLTERRA PLAT, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LYING ON THE BOUNDARY OF PARCEL "A" OF REGENCY HOMES AT SUNRISE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT DELINEATED AS PRM NO. 48 ON SAID PLAT;
THENCE SOUTH 89°32'52" WEST ALONG THE BOUNDARY LINE OF PARCEL "A" OF SAID PLAT, A DISTANCE OF 1207.00 FEET TO THE **POINT OF BEGINNING** OF THE LESS OUT PARCEL, SAID POINT BEING ON THE ARC OF A 554.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 69°49'59 WEST FROM THE LAST DESCRIBED POINT;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°15'57", FOR AN ARC DISTANCE OF 2.57 FEET TO A POINT OF REVERSE CURVATURE OF A 23.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°33'04", FOR AN ARC DISTANCE OF 28.32 FEET TO A POINT OF TANGENCY;
THENCE NORTH 89°32'52" EAST, A DISTANCE OF 70.81 FEET TO A POINT OF CURVATURE OF A 32.00-FOOT-RADIUS CURVE, CONCAVE SOUTHWESTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°06'22", FOR AN ARC DISTANCE OF 36.36 FEET TO A POINT OF REVERSE CURVATURE OF A 27.00-FOOT RADIUS-CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°06'22", FOR AN ARC DISTANCE OF 30.68 FEET TO A POINT OF TANGENCY;
THENCE NORTH 89°32'52" EAST, A DISTANCE OF 51.84 FEET TO A POINT OF CURVATURE OF AN 82.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°55'56", FOR AN ARC DISTANCE OF 51.43 FEET TO A POINT OF REVERSE CURVATURE OF A 30.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°22'05", FOR AN ARC DISTANCE OF 39.46 FEET TO A POINT OF REVERSE CURVATURE OF A 38.00-FOOT RADIUS CURVE, CONCAVE NORTHERLY;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°26'19", FOR AN ARC DISTANCE OF 44.73 FEET TO A POINT OF REVERSE CURVATURE OF A 29.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 107°55'37", FOR AN ARC DISTANCE OF 54.63 FEET TO A POINT OF REVERSE CURVATURE OF A 61.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°49'47", FOR AN ARC DISTANCE OF 79.67 FEET TO A POINT OF COMPOUND CURVATURE OF A 162.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°43'41", FOR AN ARC DISTANCE OF 86.88 FEET TO A POINT OF REVERSE CURVATURE OF A 298.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°59'31", FOR AN ARC DISTANCE OF 270.41 FEET TO A POINT OF REVERSE CURVATURE OF A 180.00-FOOT RADIUS CURVE, CONCAVE NORTHERLY;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°30'59", FOR AN ARC DISTANCE OF 142.99 FEET TO A POINT OF REVERSE CURVATURE OF A 98.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY;
THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°09'30", FOR AN ARC DISTANCE OF 32.77 FEET TO A POINT OF TANGENCY;
THENCE NORTH 89°32'52" EAST, A DISTANCE OF 90.69 FEET TO A POINT OF CURVATURE OF A 23.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°58'33", FOR AN ARC DISTANCE OF 35.72 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 56.87 FEET TO A POINT OF CURVATURE OF A 37.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°33'40", FOR AN ARC DISTANCE OF 35.88 FEET TO A POINT OF TANGENCY;

(CONTINUED ON SHEET 2)

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2014\14-0013 SOLTERRA CDD\DRAWINGS\14-0013_REZONE_REV_0807025.DWG

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN·THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
REVISED LESS OUT PARK DESCRIPTION	3/25/24	RP	RDP
REVISED LESS OUT PARK DESCRIPTION	7/31/24	RY	TB
REVISED LESS OUT PARK DESCRIPTION	6/03/25	RY	JP
REVISED PARCEL AND L/O DESC	8/7/25	JDP	AC

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JOB NO.: 14-0013	SHEET 1 OF 6 SHEETS
DRAWN BY: JDP	F.B. N/A PG. N/A
CHECKED BY: RDP	DATED: 10/24/23

SOLTERRA PUD
REZONING AREA BOUNDARY

LEGAL DESCRIPTION (CONTINUED):

THENCE SOUTH 57°02'15" EAST, A DISTANCE OF 48.00 FEET TO A POINT OF CURVATURE OF A 33.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°33'40", FOR AN ARC DISTANCE OF 32.00 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 6.93 FEET TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°41'21", FOR AN ARC DISTANCE OF 74.47 FEET TO A POINT OF REVERSE CURVATURE OF A 136.00-FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°42'39", FOR AN ARC DISTANCE OF 77.64 FEET TO A POINT OF NON-TANGENCY ON THE NORTH LINE OF TRACT OS-1 OF SAID SOLTERRA PLAT, THE LAST TWENTY-FOUR (24) COURSES BEING CONTIGUOUS WITH THE TRACT L-1 OF SAID SOLTERRA PLAT;

THENCE SOUTH 88°31'25" WEST ALONG SAID NORTH LINE, A DISTANCE OF 102.66 FEET;

THENCE NORTH 01°28'35" WEST, A DISTANCE OF 12.48 FEET TO A POINT OF INTERSECTION WITH A 65.00-FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 65°54'13" WEST FROM THE LAST DESCRIBED POINT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°22'48", FOR AN ARC DISTANCE OF 76.44 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°31'25" WEST, A DISTANCE OF 0.93 FEET;

THENCE NORTH 00°27'08" WEST, A DISTANCE OF 64.88 FEET;

THENCE SOUTH 89°21'52" WEST, A DISTANCE OF 2.62 FEET TO THE NORTHEAST CORNER OF BLOCK 1 OF SAID SOLTERRA PLAT;

THENCE NORTH 01°28'35" WEST, A DISTANCE OF 25.09 FEET;

THENCE SOUTH 88°31'25" WEST, A DISTANCE OF 623.00 FEET TO A POINT OF CURVATURE OF A 140.00-FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 219.91 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 64.15 FEET TO A POINT ON THE NORTH LINE OF TRACT OS-42 OF SAID SOLTERRA PLAT;

THENCE SOUTH 88°31'25" WEST, A DISTANCE OF 5.62 FEET;

THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 56.39 FEET;

THENCE SOUTH 88°31'25" WEST, A DISTANCE OF 23.92 FEET;

THENCE SOUTH 04°43'59" EAST, A DISTANCE OF 13.70 FEET TO A POINT OF CUSP AND A POINT OF CURVATURE OF A 15.00-FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST FROM WHICH THE RADIUS POINT BEARS SOUTH 85°16'01" WEST FROM THE LAST DESCRIBED POINT, THE LAST FOUR (4) COURSES BEING CONTIGUOUS WITH TRACT OS-42 OF SAID SOLTERRA PLAT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°53'04", FOR AN ARC DISTANCE OF 15.68 FEET TO A POINT OF TANGENCY;

THENCE NORTH 64°37'03" WEST, A DISTANCE OF 35.17 FEET;

THENCE NORTH 78°26'42" WEST, A DISTANCE OF 28.83 FEET TO A POINT OF CURVATURE WITH A 55.00-FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, WHOSE RADIUS POINT BEARS NORTH 03°12'39" EAST FROM THE LAST DESCRIBED POINT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°27'08", FOR AN ARC DISTANCE OF 40.75 FEET TO A POINT OF REVERSE CURVATURE OF A 40.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°52'32", FOR AN ARC DISTANCE OF 11.08 FEET, THE LAST FIVE (5) COURSES BEING CONTIGUOUS WITH TRACT C-1 OF SAID SOLTERRA PLAT;

THENCE NORTH 09°03'12" WEST ALONG A LINE NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 41.81 FEET;

(CONTINUED ON SHEET 3)

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DRAWN BY: JDP	F.B. N/A PG. N/A
CHECKED BY: RDP	DATED: 10/24/23

SOLTERRA PUD
REZONING AREA BOUNDARY

LEGAL DESCRIPTION (CONTINUED):

THENCE SOUTH 52°16'06" WEST, A DISTANCE OF 60.67 FEET TO A POINT OF INTERSECTION OF A 23.00-FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 30°38'25" EAST FROM THE LAST DESCRIBED POINT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°06'52", FOR AN ARC DISTANCE OF 16.91 FEET TO A POINT OF REVERSE CURVATURE OF A 10.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°14'33", FOR AN ARC DISTANCE OF 12.43 FEET TO A POINT OF REVERSE CURVATURE OF A 43.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°15'39", FOR AN ARC DISTANCE OF 36.97 FEET TO A POINT OF REVERSE CURVATURE OF A 25.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°54'35", FOR AN ARC DISTANCE OF 42.72 FEET, THE LAST FOUR (4) DESCRIBED CURVES BEING CONTIGUOUS WITH SAID TRACT C-1;

THENCE NORTH 47°08'12" WEST ALONG A LINE RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, ALSO BEING ALONG THE BOUNDARY OF TRACT OS-2 OF SAID PLAT, A DISTANCE OF 20.26 FEET TO THE INTERSECTION OF A 1944.00-FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID CURVE BEING THE EAST LINE OF THE SOLTERRA BOULEVARD RIGHT-OF-WAY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 03°08'08", FOR AN ARC DISTANCE OF 106.39 FEET TO A POINT OF REVERSE CURVATURE OF A 220.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 41°52'08", FOR AN ARC DISTANCE OF 160.76 FEET TO A POINT OF COMPOUND CURVATURE OF A 520.00-FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND EAST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 26°14'50", FOR AN ARC DISTANCE OF 238.21 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID PARCEL "A" OF "REGENCY HOMES AT SUNRISE";

THENCE NORTH 89°32'52" EAST ALONG SAID BOUNDARY, A DISTANCE OF 35.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 6,664,243 SQUARE FEET OR 152.99 ACRES, MORE OR LESS.

_____

JOHN D. PRYCE, FOR THE FIRM
FLORIDA PROFESSIONAL SURVEYOR MAPPER NO. 7412
CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER NO. 271

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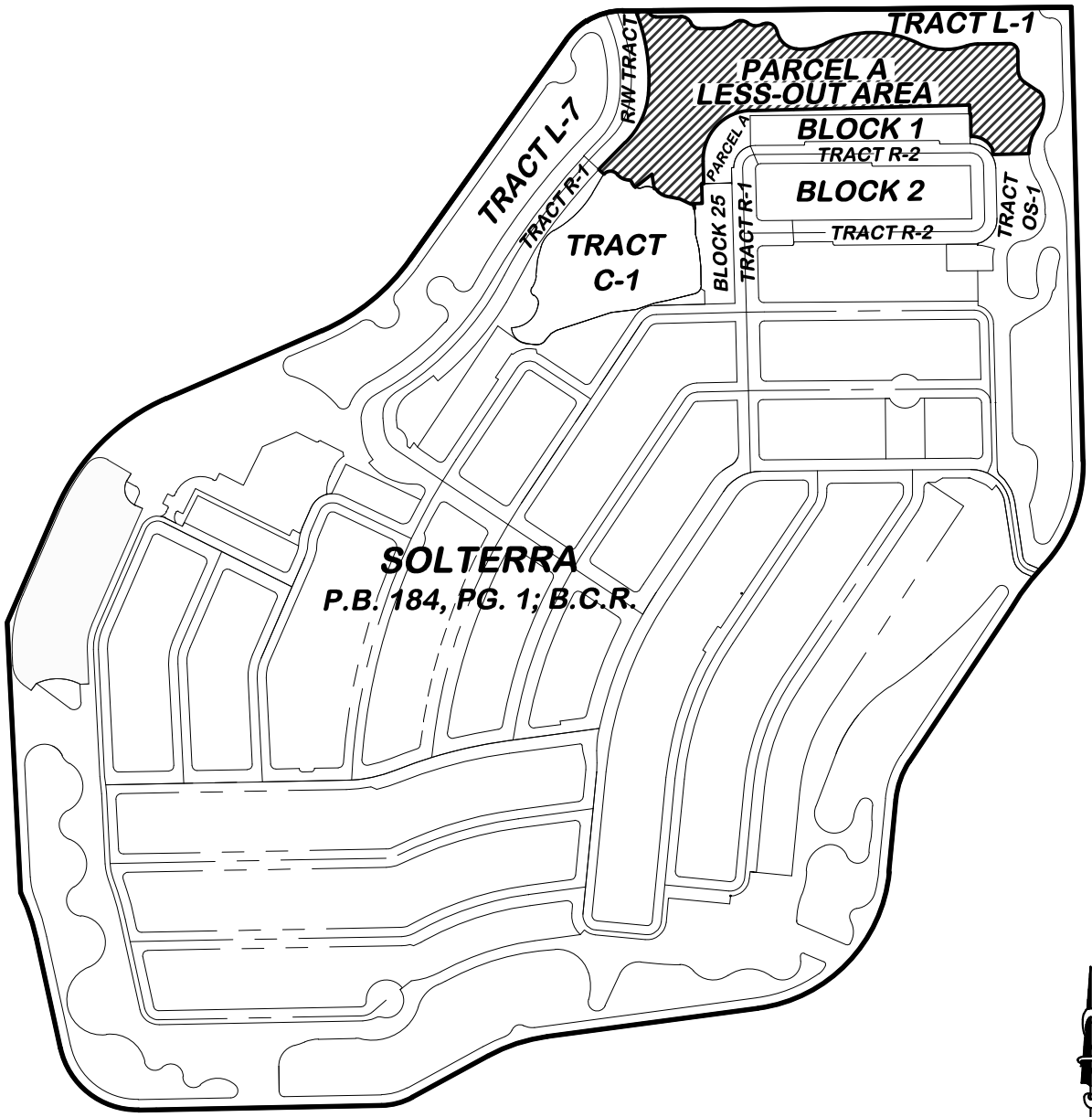
CHECKED BY: RDP	DATED: 10/24/23

SOLTERRA PUD
REZONING AREA BOUNDARY

LEGEND

B.C.R.	BROWARD COUNTY RECORDS
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT-OF-WAY
L	LENGTH
R	RADIUS
Δ	DELTA ANGLE



0' 250' 500'

1"= 500'

GRAPHIC SCALE IN FEET

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2014\14-0013 SOLTERRA CDD\DRAWINGS\14-0013_REZONE_REV_0807025.DWG

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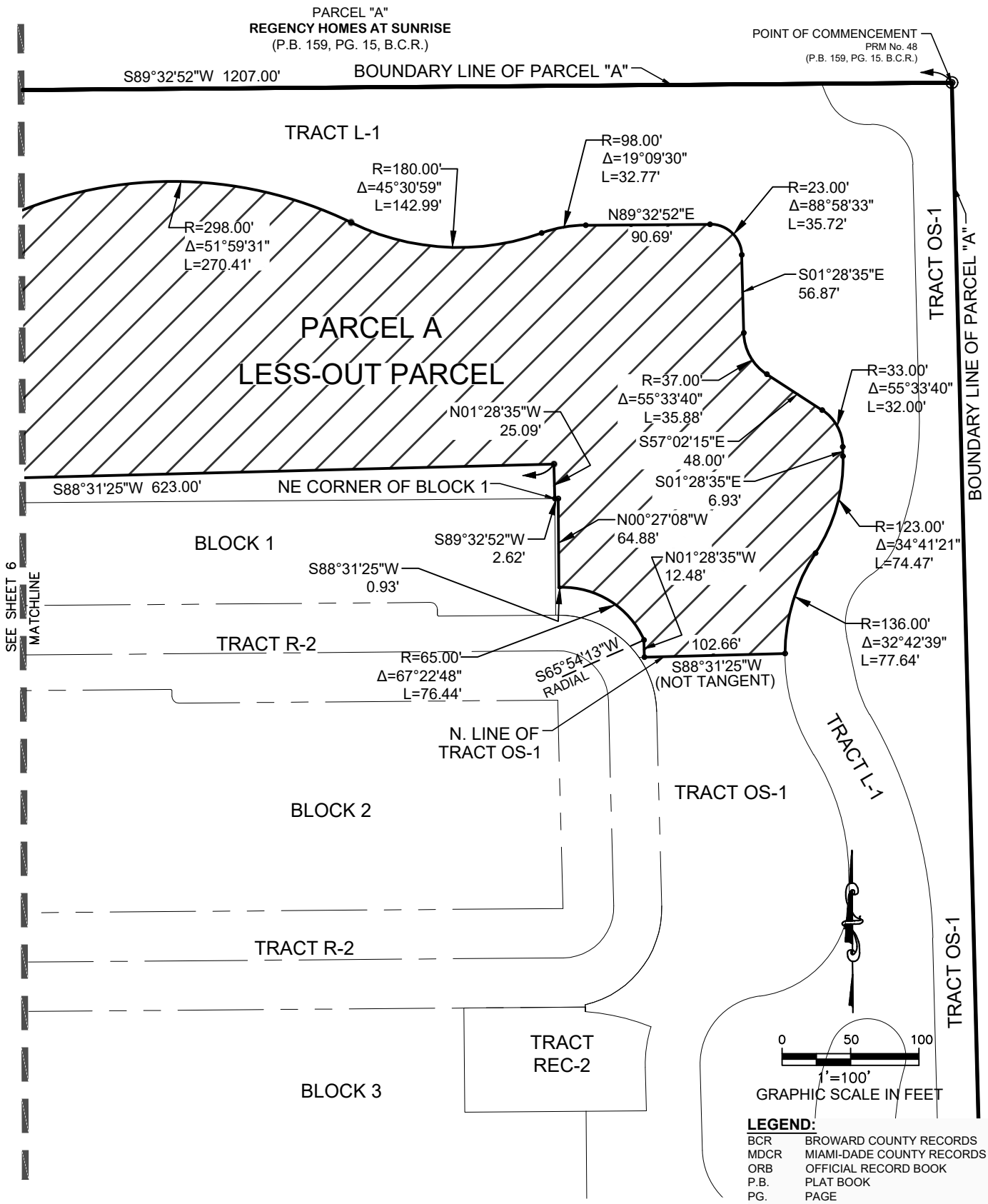
DRAWN BY: JDP	F.B. N/A PG. N/A
CHECKED BY: RDP	DATED: 10/24/23

SOLTERRA PUD
REZONING AREA BOUNDARY



LEGEND:

BCR	BROWARD COUNTY RECORDS
MDCR	MIAMI-DADE COUNTY RECORDS
ORB	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT-OF-WAY
L	LENGTH OF CURVE
R	RADIUS OF CURVE
Δ	CENTRAL ANGLE OF CURVE

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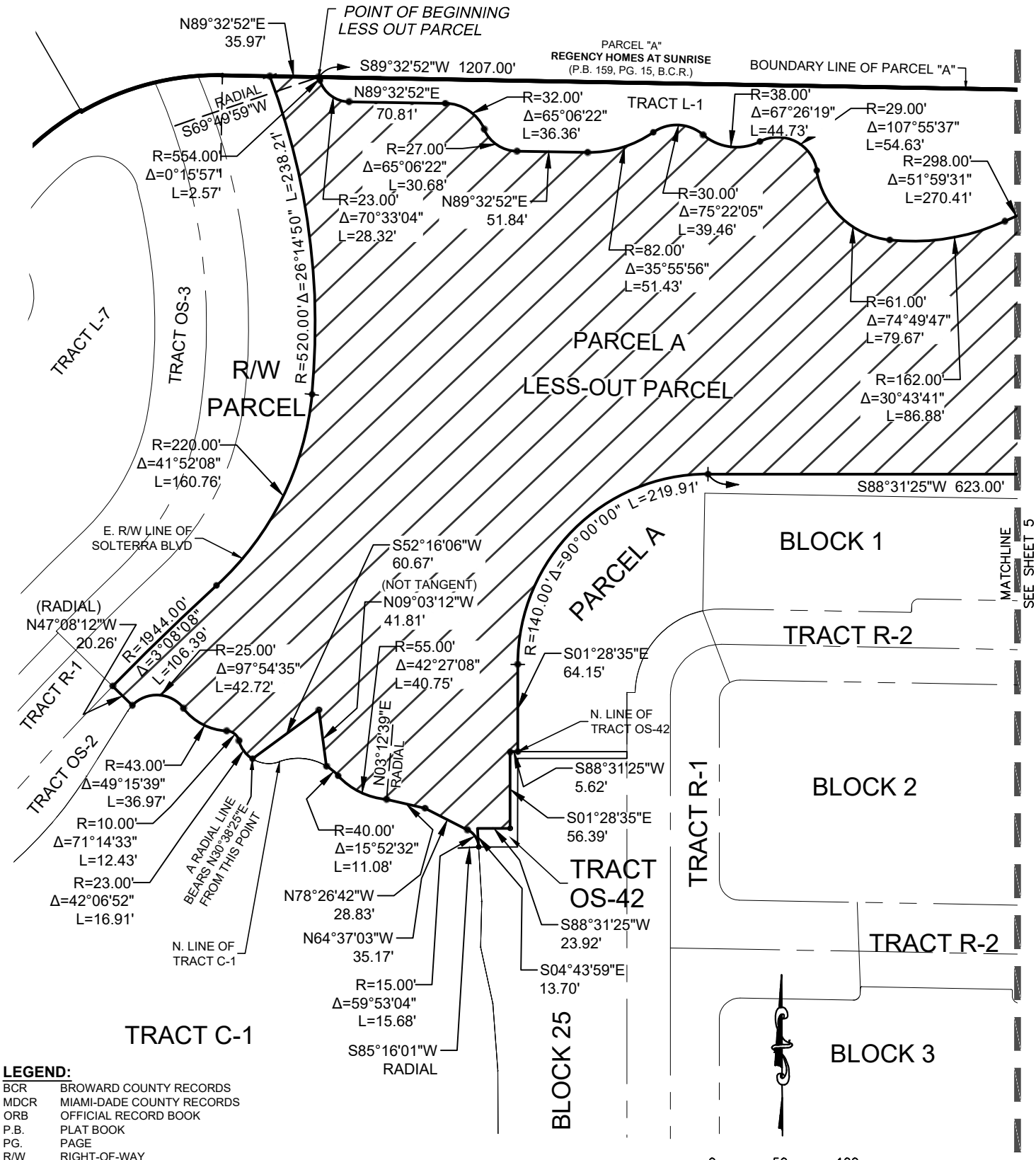
SOLTERRA PUD
REZONING AREA BOUNDARY



LEGEND:

BCR	BROWARD COUNTY RECORDS
MDCR	MIAMI-DADE COUNTY RECORDS
ORB	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT-OF-WAY
L	LENGTH OF CURVE
R	RADIUS OF CURVE
Δ	CENTRAL ANGLE OF CURVE
POB	POINT OF BEGINNING

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2014\14-0013 SOLTERRA CDD\DRAWINGS\14-0013_REZONE_REV_0807025.DWG

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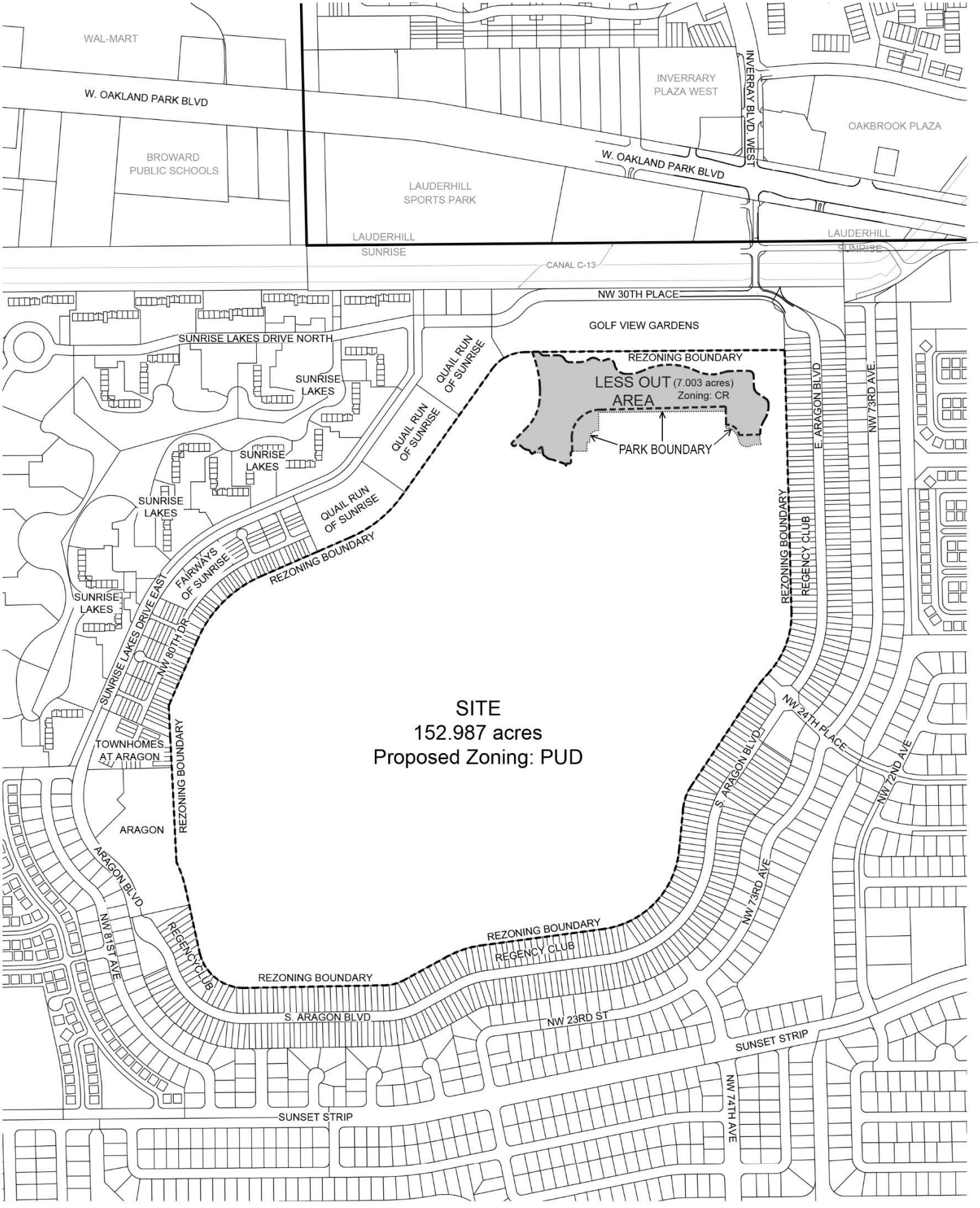
JOB NO.: 14-0013	SHEET 6 OF 6 SHEETS
DRAWN BY: JDP	F.B. N/A PG. N/A
CHECKED BY: RDP	DATED: 10/24/23

EXHIBIT 2
LOCATION MAP



LOCATION MAP

0 150' 300' 600'

SCALE: 1"=300'-0"

EXHIBIT 3
CONCEPTUAL PUD MASTER PLAN

SITE DATA:

SITE AREA	159.99 GROSS & NET ACRES
EXISTING LAND USE	COMMERCIAL RECREATION (59.99 AC.) / IRREGULAR RESIDENTIAL (9) (100.00 AC.)
EXISTING ZONING	CR, PLANNED UNIT DEVELOPMENT
PROPOSED ZONING	CR, PLANNED UNIT DEVELOPMENT
PROPOSED PARK DEDICATION	7.77 ACRES
PUD AREA	152.99 ACRES (DOES NOT INCLUDE MAJORITY OF PARK)
MAX. NUMBER OF UNITS	900 UNITS
UNIT TYPES:	400 SINGLE FAMILY 314 TOWNHOMES WITH GARAGES (INCL. 24 AFFORDABLE) 186 TOWNHOMES WITHOUT GARAGES (INCL. 63 AFFORDABLE)
BICYCLE PARKING: (5% OF REQ. PARKING)	131 BIKE SPACES (19 BIKE RACKS, LOCATED ALONG MULTI-PURPOSE TRAIL, AT CLUBHOUSE, AND VARIOUS SPOTS ALONG WALKWAYS THROUGH COMMON AREA OPEN SPACE.

PERVIOUS (WITHIN PUD BOUNDARY):	2,558,514 SF (58.74 AC.)
IMPERVIOUS (WITHIN PUD BOUNDARY):	4,105,730 SF (94.25 AC.)

OPEN SPACE REQUIREMENTS:

PROJECT REQUIRED OPEN SPACE BASED ON TOTAL SITE IS 35% OF PUD SITE AREA.
SEE BREAKDOWN OF OPEN SPACE AREA BELOW:

REQUIRED OPEN SPACE CALCULATIONS	SQUARE FEET	ACRES	
TOTAL MASTER PLAN AREA	6,969,058.00	159.99	
PARK AREA (INCLUDES PART OF PUD S.F.)	338,461.00	7.77	
PUD AREA (TOTAL MASTER PLAN AREA - LESS OUT AREA)	6,664,244.40	152.99	
REQUIRED OPEN SPACE (35% OF PUD AREA)	2,332,485.54	53.55	
PROVIDED OPEN SPACE CALCULATIONS(PUD AREA ONLY)	SQUARE FEET	ACRES	% OF PUD AREA
DRY OPEN SPACE	2,834,178.00	65.06	42.53%
LAKE AREA	798,801.00	18.34	11.99%
AMOUNT OF LAKES THAT CAN COUNT TOWARD OPEN SPACE (25% OF REQUIRED OPEN SPACE)	583,121.39	13.39	8.75%
CONSERVATION EASEMENT AREA (COMPRISED OF UPLANDS AND WETLANDS)	490,928.49	11.27	7.37%
AREA OF CONSERVATION EASEMENT UPLANDS	145,239.60	3.33	2.18%
AREA OF CONSERVATION EASEMENT WETLANDS	345,689.00	7.94	5.19%
AMOUNT OF WETLANDS THAT CAN COUNT TOWARDS OPEN SPACE	345,689.00	7.94	5.19%
TOTAL OPEN SPACE PROVIDED	3,762,988.39	86.39	56.47%

LEGEND:

1	OPEN SPACE PARKS & BUFFER
2	LAKES WITHIN P.U.D.
3	MARKET RATE TOWNHOMES
4	AFFORDABLE TOWNHOMES
5	SINGLE FAMILY LOTS
6	COMMUNITY FACILITIES
7	CONSERVATION AREA
8	GUEST PARKING AREAS
◎	FOUNTAINS (MIN. 25' HEIGHT)
9	PROPOSED WETLAND W/ CONSERVATION EASEMENT

PUD BOUNDARY LINE
IRREGULAR (9) RESIDENTIAL BOUNDARY
SETBACKS/ BUFFERS
PARK BOUNDARY LINE
DECORATIVE FENCE WITH COLUMNS
6' SCREEN WALL

0 100' 200' 400'
SCALE: 1"=200'-0"

NOTES:

1. TABULAR DATA DEMONSTRATING EACH PHASE "STANDS" ON ITS OWN WILL BE PROVIDED ON THE APPROVED SITE PLAN.
2. PER THE DA, "ENTRANCE AREA IMPROVEMENTS, INCLUDING ENTRY SIGN ARE TO BE CONSTRUCTED WITHIN THE CITY PARCEL LAND TO BE COMPLIANT WITH CITY'S STANDARDS FOR SAFETY, EFFICIENCY, AND AESTHETICS. THE IMPROVEMENTS ARE TO BE MAINTAINED BY THE CDD.
3. ALL UTILITIES WILL BE LOCATED UNDERGROUND.
4. ALL LAND USE PROPOSED IN CR ZONING IS RESTRICTED TO THOSE USES NOTED IN REC/OS.
5. THE GUARDHOUSE SHALL BE SIZED TO FACILITATE TWO SECURITY GUARDS. IF NEEDED, THE MANAGEMENT COMPANY WILL STAFF THE GUARDHOUSE WITH MULTIPLE ATTENDANTS TO PROCESS MULTIPLE VEHICLES IN TANDEM IN THE VISITOR LANE.

PARKING TABLE:

PARKING DATA (PER PUD GUIDELINES)				
	PER UNIT		GUEST	
UNIT TYPE	REQUIRED	PROVIDED	REQUIRED	PROVIDED
SINGLE FAMILY HOME (400 units) 3 spaces per unit	1,200	1,200	0	*
TOWNHOME WITH GARAGE (314 units) 2.5 spaces per unit	785	939	79	79
TOWNHOME NO GARAGE (187 units) 2.5 spaces per unit	468	468	47	47
	REQUIRED	PROVIDED		
CLUBHOUSES -1 space per 350 SF				
MAIN CLUBHOUSE 7,749 SF (AC)	23	23		
SECONDARY CLUBHOUSE 934 SF (AC)	3	3		
TOTAL PARKING:	2,479	2,633	126	126

*-SINGLE FAMILY HOMES WITH TWO-CAR GARAGES PROVIDE ONE GUEST SPACE PER UNIT.
**PLEASE NOTE GUEST PARKING INDICATED ON THIS PLAN IS ONLY CODE MINIMUM REQUIRED.

LEAVE BLANK - FOR CITY USE ONLY

No.	REVISIONS	DATE	BY

SCALE:
DESIGNED BY: SWP
DRAWN BY: EWS
CHECKED BY: SWH

CRAVEN THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

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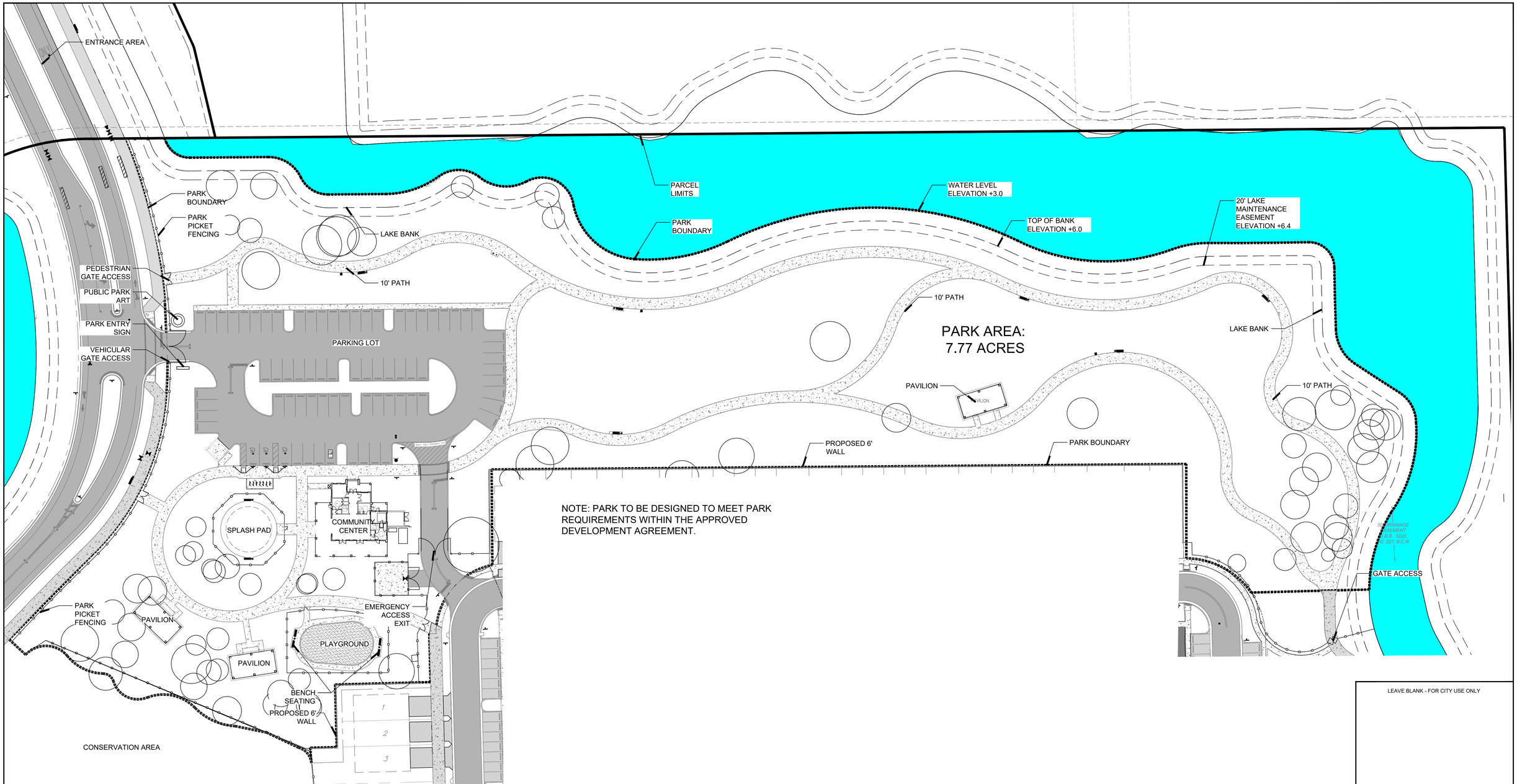
SOLTERRA
SUNRISE, FLORIDA

CONCEPTUAL MASTER DEVELOPMENT PLAN EXHIBIT

SEAL:
ERIK W. SCHOFIELD
Florida R.L.A. No. 6667682

DATE: 09/20/2024
DRAWING NO. MP-1.01
PROJECT NO. 14-0013-001-03

EXHIBIT 4
CONCEPTUAL PARK MASTER PLAN



LEAVE BLANK - FOR CITY USE ONLY

0 20' 40' 80'

SCALE: 1"=40'-0"

No.	REVISIONS	DATE	BY

SCALE:

DESIGNED BY: SWP

DRAWN BY: EWS

CHECKED BY: SWH

CRAVEN THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
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SOLTERRA

SUNRISE, FLORIDA

PARK ENLARGEMENT

SEAL:

ERIK W. SCHOFIELD
Florida R.L.A. No. 6667682

DATE: 06/03/2025

DRAWING NO. EN-1

PROJECT NO. 14-0013-001-03

EXHIBIT 5
DEEDS

Instr# 118876813 , Page 1 of 9, Recorded 05/24/2023 at 02:01 PM
Broward County Commission
Deed Doc Stamps: $85988.00

When Recorded Return To:
c/o First American Title Ins. Co.
National Commercial Services
703 Waterford Way, Suite 500
Miami, FL 33126
File No.: 1164255

THIS INSTRUMENT PREPARED BY:
Maria A. Hudson, Esquire
Stolzenberg Gelles Flynn & Arango, LLP
1533 Sunset Drive, Suite 150
Coral Gables, Florida 33143

Parcel Identification Nos.494127-38-0020;494127-01-0020; 494127-01-0022; 494127-01-0023; 494127-01-0024; 494127-01-0060

WARRANTY DEED

This **WARRANTY DEED**, is made as of the 19th day of May, 2023, by and between **WINDSOR INVESTMENTS (SUNRISE CCJV), LLC, a Florida limited liability company**, formerly known as Windsor Investments (Sunrise Golf & Country Club), LLC, a Florida liability company, successor by merger to Windsor Investments (Fairway Isles), LLC, a Florida limited liability company (the "Grantor"), having an address of 117 Aragon Avenue, Coral Gables, Florida 33134, and **CC/WV SUNRISE, LLC, a Florida limited liability company** (the "Grantee"), whose post office address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134.

(Wherever used herein, the terms "Grantor" and "Grantee(s)" include all the parties to this instrument and their respective heirs, legal representatives and assigns of individuals, and the successors and assigns.)

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN and No/100 Dollars ($10.00) and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, that certain parcels of land lying and being in Broward County, Florida legally described as set forth in Exhibit A attached hereto and incorporated herein (the "Property").

This conveyance is made subject to (i) the lien of real estate taxes for 2023 and all subsequent years, which are not yet due and payable, (ii) existing zoning and government regulations, and (iii) the easements, restrictions, covenants, agreements and conditions, set forth on Exhibit "B" (however reference thereto shall not serve to re-impose the same).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise pertaining.

TO HAVE AND TO HOLD, the Property, with the appurtenances, unto the Grantee, its successors and assigns, in fee simple forever.

AND, the Grantor covenants that the Property is free of all encumbrances, that lawful and good right to convey the foregoing Property is vested in the Grantor and that the Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its appropriate officer, in its name, the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

WINDSOR INVESTMENTS (SUNRISE CCJV), LLC, a Florida limited liability company, formerly known as Windsor Investments (Sunrise Golf & County Club), LLC, a Florida limited liability company, successor by merger to Windsor Investments (Fairway Isles), LLC, a Florida limited liability company

By: WINDSOR-TIGER INVESTMENTS MANAGER, LLC, a Florida limited liability company, its Managing Member

Print Name: Maria A. Hudson

By: _____
Roland DiGasbarro, Manager

Print Name: Beatriz Figueredo

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 23rd day of May, 2023, by means of ☒ **physical presence or** ☐ **online notarization** by Roland DiGasbarro, in his capacity as Manager of Windsor-Tiger Investments Manager, LLC, a Florida limited liability company, as the Managing Member of **Windsor Investments (Sunrise CCJV), LLC**, a Florida limited liability company. He [X] is personally known to me or [ ] has produced a Florida driver's license issued by the Florida Department of Highway Safety and Motor Vehicles or _____ **[insert type of identification, if applicable]** as identification.

Sign & Print Name:
NOTARY PUBLIC, State of Florida at Large

MARIA A. HUDSON
MY COMMISSION # HH 039738
EXPIRES: September 7, 2024
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

Legal Description

See Attached

EXHIBIT A
Legal Description

PARCEL I

PARCEL B, OF REGENCY HOMES AT SUNRISE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER ROADWAYS AS SET FORTH IN ACCESS EASEMENT REGARDING THE ISLAND PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 26580, PAGE 718, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL II

A PORTION OF BLOCKS 1 AND 4 OF SECTION 27, AND BLOCKS 2 AND 3 OF SECTION 28, TOWNSHIP 49 SOUTH, RANGE 41 EAST, "EVERGLADES PLANTATION SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 7, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE PRM NO. 48, AS SHOWN ON SAID PLAT; THENCE S89°32'52"W ALONG A BOUNDARY LINE OF "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 1277.92 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE SOUTHWESTERLY ALONG SAID BOUNDARY LINE AND THE SOUTHWESTERLY PROJECTION THEREOF ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S01°19'06"E, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 53°42'42", AN ARC DISTANCE OF 187.49 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S35°30'24"W ALONG THE EASTERLY BOUNDARY LINE OF "QUAIL RUN OF SUNRISE UNITS ONE, TWO & THREE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY; FLORIDA, A DISTANCE OF 768.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID EASTERLY BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 31°01'52", AN ARC DISTANCE OF 324.96 FEET TO A POINT OF TANGENCY; THENCE S66°32'16"W ALONG SAID EASTERLY BOUNDARY LINE AND THE EASTERLY BOUNDARY LINE OF PARCEL "A", THE FAIRWAYS OF SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 101, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 485.38 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID EASTERLY BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 42°57'20", AN ARC DISTANCE OF 449.83 FEET TO A POINT OF TANGENCY; THENCE S23°34'56"W ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 356.00 FEET; THENCE S02°46'25"E ALONG SAID EASTERLY BOUNDARY LINE AND THE BOUNDARY LINE OF "ARAGON SECTION ONE". ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 769.99 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S64°11'48"W, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 13°22'18", AN ARC DISTANCE OF 140.03 FEET TO A POINT OF TANGENCY; THENCE S12°19'54"E ALONG SAID BOUNDARY LINE, A DISTANCE OF 318.85 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID

BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 223.67 FEET, A CENTRAL ANGLE OF 78°45'11", AN ARC DISTANCE OF 307.44 FEET TO A POINT OF TANGENCY; THENCE N88°54'55"E ALONG SAID BOUNDARY LINE AND THE BOUNDARY LINE OF SAID "REGENCY HOMES AT SUNRISE", A DISTANCE OF 692.55 FEET TO A POINT OF CURVATURE; (THE FOREGOING FORTY ONE COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINE OF SAID "REGENCY HOMES AT SUNRISE" THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGEL OF 27°31'43", AN ARC DISTANCE OF 91.29 FEET TO A POINT OF TANGENCY; THENCE N61°23'12"E, A DISTANCE OF 245.82 FEET TO POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO RIGHT, HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 20°59'46", AN ARC DISTANCE OF 179.56 FEET TO A POINT OF TANGENCY; THENCE N82°22'58"E, A DISTANCE OF 604.70 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 432.67 FEET, A CENTRAL ANGLE OF 76°51'51", AN ARC DISTANCE OF 580.44 FEET TO A POINT OF TANGENCY; THENCE N05°31'07"E, A DISTANCE OF 208.41 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 237.56 FEET, A CENTRAL ANGLE OF 28°08'39", AN ARC DISTANCE OF 116.69 FEET TO A POINT OF TANGENCY; THENCE N33°39'46"E, A DISTANCE 521.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S59°55'00"E, HAVING A RADIUS OF 649.13 FEET, A CENTRAL ANGLE OF 08°57'26", AN ARC DISTANCE OF 101.48 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N68°29'03"W, A DISTANCE OF 66.52 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 57 °11'05", AN ARC DISTANCE OF 124.76 FEET TO A POINT OF TANGENCY; THENCE S54°19'52"W, A DISTANCE OF 102.15 FEET; THENCE S52°15'49"W, A DISTANCE OF 368.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 32°47'34", AN ARC DISTANCE OF 85.85 FEET TO A POINT OF TANGENCY; THENCE S19°28'15"W A DISTANCE OF 104.64 FEET TO A POINT OF CURVATURE, THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 70°00'41", AN ARC DISTANCE OF 213.84 FEET TO THE POINT OF TANGENCY; THENCE S89°28'56"W, A DISTANCE OF 20.93 FEET; THENCE S89°22'55"W, A DISTANCE OF 198.78 FEET; THENCE S72°56'40"W, A DISTANCE OF 148.07 FEET; THENCE S62°50'48"W, A DISTANCE OF 286.88 FEET; THENCE S66°46'17"W, A DISTANCE OF 451.25 FEET THENCE N21°44'27"E, A DISTANCE OF 198.23 FEET; THENCE N04°27'24"E, A DISTANCE OF 172.95 FEET; THENCE N11°25'48"W, A DISTANCE OF 105.66 FEET; THENCE N03°26'35"W, A DISTANCE OF 163.09 FEET; THENCE N16°56'32"W, A DISTANCE OF 82.31 FEET; THENCE N28°16'16"W, A DISTANCE OF 112.72 FEET; THENCE N10° 13'32"W, A DISTANCE OF 233.49 FEET; THENCE S83°33'36"E, A DISTANCE OF 871.31 FEET; THENCE S32°39'07"E, A DISTANCE OF 276.70 FEET THENCE S12°02'00"E, A DISTANCE OF 302.42 FEET; THENCE N89°35'53"E, A DISTANCE OF 32.45 FEET; TO A POINT OF CURVATURE, THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 70°07'38", AN ARC DISTANCE OF 122.39 FEET TO A POINT OF TANGENCY; THENCE N19°28'15"E, A DISTANCE OF 122.53 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 32°47'34", AN ARC DISTANCE OF 114.47 FEET TO A POINT OF TANGENCY, THENCE N52°15'49"E, A DISTANCE OF 368.90 FEET; THENCE N54°19'52"E, A DISTANCE OF 103.05 FEET TO A POINT OF CURVATURE, THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT S35°40'08"E, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 57°11'05", AN ARC DISTANCE OF 174.66 FEET TO A POINT OF TANGENCY; THENCE S68°29'03"E, A DISTANCE OF 84.56 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CHORD BEARS N20° 41'19"E, HAVING A RADIUS OF 423.37 FEET, A CENTRAL ANGLE OF 44°19'48", AN ARC DISTANCE OF 327.56 FEET TO A POINT OF TANGENCY; THENCE N01°28'35"W, A DISTANCE OF 1292.19 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN REVOCABLE EASEMENT AND LICENSE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 20379, PAGE 83, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN EASEMENT DEED RECORDED IN OFFICIAL RECORDS BOOK 23582, PAGE 886, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN EASEMENT DEED RECORDED IN OFFICIAL RECORDS BOOK 25649, PAGE 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

Easements and Restrictions

See Attached

EXHIBIT B

1. Restrictions, reservations, dedications and easements as shown on the plat of REGENCY HOMES AT SUNRISE, recorded in Plat Book 159, Page 15; as affected by that Agreement for Amendment of Notation on Plat recorded March 28, 1996, in Official Records Book 24670, Page 647; that Scrivener's Error Affidavit recorded July 22, 1997 in Official Records Book 26746, Page 825; that Agreement for Amendment of Notation on Plat recorded May 15, 2002 in Official Records Book 33134, Page 1347; and by that Agreement for Amendment of Notation on Plat recorded April 16, 2007 in Official Records Book 43897, Page 1023; all of the Public Records of Broward County, Florida. (As to Parcel)

2. Easement in favor of Florida Power & Light Company recorded November 24, 1959 in Official Records Book 1742, Page 608, as affected by that Partial Release of Easement recorded November 14, 1996 in Official Records Book 25649, Page 64; both of the Public Records of Broward County, Florida. (As to Parcel II)

3. Agreement of Drainage recorded August 22, 1973 in Official Records Book 5415, Page 548, as affected by that Amendment recorded November 30, 2001 in Official Records Book 32426, Page 347, both of the Public Records of Broward County, Florida. (As to Parcel)

4. Terms, conditions, restrictions and easements as contained in that Revocable Easement and License Agreement recorded February 18, 1993 in Official Records Book 20379, Page 83, of the Public Records of Broward County, Florida. (As to Parcel II)

5. Easement in favor of BellSouth Telecommunications, Inc., recorded October 27, 1994 in Official Records Book 22767, Page 583, of the Public Records of Broward County, Florida. (As to Parcel II)

6. Terms and conditions of that Easement Deed recorded June 20, 1995 in Official Records Book 23582, Page 886, of the Public Records of Broward County, Florida. (As to Parcel)

7. Conservation Easement in favor of Broward County, recorded March 15, 1996 in Official Records Book 24612, Page 670, of the Public Records of Broward County, Florida. (As to Parcel II)

8. Recreational impact Agreement recorded September 19, 2005 in Official Records Book 23927, Page 370, of the Public Records of Broward County, Florida. (As to Parcel)

9. Educational impact Agreement recorded March 28, 1996 in Official Records Book 24670, Page 652, of the Public Records of Broward County, Florida. (As to Parcel)

10. Road impact Agreement recorded March 28, 1996 in Official Records Book 24670, Page 662, of the Public Records of Broward County, Florida. (As to Parcel)

11. Non-Exclusive Utility Easement recorded October 28, 1996 in Official Records Book 25576, Page 644, of the Public Records of Broward County, Florida. (As to Parcel II)

12. Non-Exclusive Utility Easement recorded October 28, 1996 in Official Records Book 25576, Page 649, of the Public Records of Broward County, Florida. (As to Parcel II)

13. Non-Exclusive Utility Easement recorded October 28, 1996 in Official Records Book 25576, Page 654, of the Public Records of Broward County, Florida. (As to Parcel II)

14. Terms and conditions of that Easement Deed recorded November 14, 1996 in Official Records Book 25649, Page 80, of the Public Records of Broward County, Florida. (As to Parcel II)

15. Access Agreement Regarding the I sland Property recorded June 17, 1997 in Official Records Book 26580, Page 718, of the Public Records of Broward County, Florida. (As to Parcel)

16. Perpetual Easement and Restrictive Covenant recorded June 17, 1997 in Official Records Book 26580, Page 733, as affected by that Amendment to Agreement recorded December 28, 2000 in Official Records Book 31142, Page 773; that Agreement recorded May 24,2002 in Official Records Book 33180, Page 910; together with the provisions of Paragraph 4 of the Agreement dated April 17, 1972, as attached to Assignment recorded in Official Records Book 5228, Page 245; all of the Public Records of Broward County, Florida. {As to Parcel Island Parcel II)

17. Notice of Establishment of the Solterra Community Development District recorded March 24, 2021 under instrument Number 117144785, of the Public Records of Broward County, Florida.

18. Development Agreement by and between City of Sunrise and Windsor I nvestments (Sunrise Golf & Country Club), LLC, a Florida limited liability company and Windsor Investments (Fairway Isles), LLC, a Florida limited liability company recorded June 10, 2021 under I nstrument Number 117336162, of the Public Records of Broward County, Florida.

19. Declaration of Restrictive Covenants recorded August 31,2021,under instrument Number 117549062, of the Public Records of Broward County, Florida.

20. Ordinance No. 2023-03 recorded in instrument No.118671934, of the Public Records of Broward County, Florida.

Instr# 118876813 , Page 1 of 9, Recorded 05/24/2023 at 02:01 PM
Broward County Commission
Deed Doc Stamps: $85988.00

When Recorded Return To:
c/o First American Title Ins. Co.
National Commercial Services
703 Waterford Way, Suite 500
Miami, FL 33126
File No.: 1164255

THIS INSTRUMENT PREPARED BY:
Maria A. Hudson, Esquire
Stolzenberg Gelles Flynn & Arango, LLP
1533 Sunset Drive, Suite 150
Coral Gables, Florida 33143

Parcel Identification Nos.494127-38-0020;494127-01-0020; 494127-01-0022; 494127-01-0023; 494127-01-0024; 494127-01-0060

WARRANTY DEED

This **WARRANTY DEED**, is made as of the 19th day of May, 2023, by and between **WINDSOR INVESTMENTS (SUNRISE CCJV), LLC, a Florida limited liability company**, formerly known as Windsor Investments (Sunrise Golf & Country Club), LLC, a Florida liability company, successor by merger to Windsor Investments (Fairway Isles), LLC, a Florida limited liability company (the "Grantor"), having an address of 117 Aragon Avenue, Coral Gables, Florida 33134, and **CC/WV SUNRISE, LLC, a Florida limited liability company** (the "Grantee"), whose post office address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134.

(Wherever used herein, the terms "Grantor" and "Grantee(s)" include all the parties to this instrument and their respective heirs, legal representatives and assigns of individuals, and the successors and assigns.)

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN and No/100 Dollars ($10.00) and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, that certain parcels of land lying and being in Broward County, Florida legally described as set forth in Exhibit A attached hereto and incorporated herein (the "Property").

This conveyance is made subject to (i) the lien of real estate taxes for 2023 and all subsequent years, which are not yet due and payable, (ii) existing zoning and government regulations, and (iii) the easements, restrictions, covenants, agreements and conditions, set forth on Exhibit "B" (however reference thereto shall not serve to re-impose the same).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise pertaining.

TO HAVE AND TO HOLD, the Property, with the appurtenances, unto the Grantee, its successors and assigns, in fee simple forever.

AND, the Grantor covenants that the Property is free of all encumbrances, that lawful and good right to convey the foregoing Property is vested in the Grantor and that the Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its appropriate officer, in its name, the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

WINDSOR INVESTMENTS (SUNRISE CCJV), LLC, a Florida limited liability company, formerly known as Windsor Investments (Sunrise Golf & County Club), LLC, a Florida limited liability company, successor by merger to Windsor Investments (Fairway Isles), LLC, a Florida limited liability company

By: WINDSOR-TIGER INVESTMENTS MANAGER, LLC, a Florida limited liability company, its Managing Member

Print Name: Maria A. Hudson

By: _____
Roland DiGasbarro, Manager

Print Name: Beatriz Figueredo

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 23rd day of May, 2023, by means of ☒ **physical presence or** ☐ **online notarization** by Roland DiGasbarro, in his capacity as Manager of Windsor-Tiger Investments Manager, LLC, a Florida limited liability company, as the Managing Member of **Windsor Investments (Sunrise CCJV), LLC**, a Florida limited liability company. He [X] is personally known to me or [ ] has produced a Florida driver's license issued by the Florida Department of Highway Safety and Motor Vehicles or _____ **[insert type of identification, if applicable]** as identification.

Sign & Print Name:
NOTARY PUBLIC, State of Florida at Large

MARIA A. HUDSON
MY COMMISSION # HH 039738
EXPIRES: September 7, 2024
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

Legal Description

See Attached

EXHIBIT A
Legal Description

PARCEL I

PARCEL B, OF REGENCY HOMES AT SUNRISE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER ROADWAYS AS SET FORTH IN ACCESS EASEMENT REGARDING THE ISLAND PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 26580, PAGE 718, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL II

A PORTION OF BLOCKS 1 AND 4 OF SECTION 27, AND BLOCKS 2 AND 3 OF SECTION 28, TOWNSHIP 49 SOUTH, RANGE 41 EAST, "EVERGLADES PLANTATION SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 7, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE PRM NO. 48, AS SHOWN ON SAID PLAT; THENCE S89°32'52"W ALONG A BOUNDARY LINE OF "REGENCY HOMES AT SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 1277.92 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE SOUTHWESTERLY ALONG SAID BOUNDARY LINE AND THE SOUTHWESTERLY PROJECTION THEREOF ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S01°19'06"E, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 53°42'42", AN ARC DISTANCE OF 187.49 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S35°30'24"W ALONG THE EASTERLY BOUNDARY LINE OF "QUAIL RUN OF SUNRISE UNITS ONE, TWO & THREE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY; FLORIDA, A DISTANCE OF 768.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID EASTERLY BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 31°01'52", AN ARC DISTANCE OF 324.96 FEET TO A POINT OF TANGENCY; THENCE S66°32'16"W ALONG SAID EASTERLY BOUNDARY LINE AND THE EASTERLY BOUNDARY LINE OF PARCEL "A", THE FAIRWAYS OF SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 101, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 485.38 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID EASTERLY BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 42°57'20", AN ARC DISTANCE OF 449.83 FEET TO A POINT OF TANGENCY; THENCE S23°34'56"W ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 356.00 FEET; THENCE S02°46'25"E ALONG SAID EASTERLY BOUNDARY LINE AND THE BOUNDARY LINE OF "ARAGON SECTION ONE". ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 769.99 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S64°11'48"W, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 13°22'18", AN ARC DISTANCE OF 140.03 FEET TO A POINT OF TANGENCY; THENCE S12°19'54"E ALONG SAID BOUNDARY LINE, A DISTANCE OF 318.85 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID

BOUNDARY LINE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 223.67 FEET, A CENTRAL ANGLE OF 78°45'11", AN ARC DISTANCE OF 307.44 FEET TO A POINT OF TANGENCY; THENCE N88°54'55"E ALONG SAID BOUNDARY LINE AND THE BOUNDARY LINE OF SAID "REGENCY HOMES AT SUNRISE", A DISTANCE OF 692.55 FEET TO A POINT OF CURVATURE; (THE FOREGOING FORTY ONE COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINE OF SAID "REGENCY HOMES AT SUNRISE" THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGEL OF 27°31'43", AN ARC DISTANCE OF 91.29 FEET TO A POINT OF TANGENCY; THENCE N61°23'12"E, A DISTANCE OF 245.82 FEET TO POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO RIGHT, HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 20°59'46", AN ARC DISTANCE OF 179.56 FEET TO A POINT OF TANGENCY; THENCE N82°22'58"E, A DISTANCE OF 604.70 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 432.67 FEET, A CENTRAL ANGLE OF 76°51'51", AN ARC DISTANCE OF 580.44 FEET TO A POINT OF TANGENCY; THENCE N05°31'07"E, A DISTANCE OF 208.41 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 237.56 FEET, A CENTRAL ANGLE OF 28°08'39", AN ARC DISTANCE OF 116.69 FEET TO A POINT OF TANGENCY; THENCE N33°39'46"E, A DISTANCE 521.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S59°55'00"E, HAVING A RADIUS OF 649.13 FEET, A CENTRAL ANGLE OF 08°57'26", AN ARC DISTANCE OF 101.48 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N68°29'03"W, A DISTANCE OF 66.52 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 57 °11'05", AN ARC DISTANCE OF 124.76 FEET TO A POINT OF TANGENCY; THENCE S54°19'52"W, A DISTANCE OF 102.15 FEET; THENCE S52°15'49"W, A DISTANCE OF 368.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 32°47'34", AN ARC DISTANCE OF 85.85 FEET TO A POINT OF TANGENCY; THENCE S19°28'15"W A DISTANCE OF 104.64 FEET TO A POINT OF CURVATURE, THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 70°00'41", AN ARC DISTANCE OF 213.84 FEET TO THE POINT OF TANGENCY; THENCE S89°28'56"W, A DISTANCE OF 20.93 FEET; THENCE S89°22'55"W, A DISTANCE OF 198.78 FEET; THENCE S72°56'40"W, A DISTANCE OF 148.07 FEET; THENCE S62°50'48"W, A DISTANCE OF 286.88 FEET; THENCE S66°46'17"W, A DISTANCE OF 451.25 FEET THENCE N21°44'27"E, A DISTANCE OF 198.23 FEET; THENCE N04°27'24"E, A DISTANCE OF 172.95 FEET; THENCE N11°25'48"W, A DISTANCE OF 105.66 FEET; THENCE N03°26'35"W, A DISTANCE OF 163.09 FEET; THENCE N16°56'32"W, A DISTANCE OF 82.31 FEET; THENCE N28°16'16"W, A DISTANCE OF 112.72 FEET; THENCE N10° 13'32"W, A DISTANCE OF 233.49 FEET; THENCE S83°33'36"E, A DISTANCE OF 871.31 FEET; THENCE S32°39'07"E, A DISTANCE OF 276.70 FEET THENCE S12°02'00"E, A DISTANCE OF 302.42 FEET; THENCE N89°35'53"E, A DISTANCE OF 32.45 FEET; TO A POINT OF CURVATURE, THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 70°07'38", AN ARC DISTANCE OF 122.39 FEET TO A POINT OF TANGENCY; THENCE N19°28'15"E, A DISTANCE OF 122.53 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 32°47'34", AN ARC DISTANCE OF 114.47 FEET TO A POINT OF TANGENCY, THENCE N52°15'49"E, A DISTANCE OF 368.90 FEET; THENCE N54°19'52"E, A DISTANCE OF 103.05 FEET TO A POINT OF CURVATURE, THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT S35°40'08"E, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 57°11'05", AN ARC DISTANCE OF 174.66 FEET TO A POINT OF TANGENCY; THENCE S68°29'03"E, A DISTANCE OF 84.56 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CHORD BEARS N20° 41'19"E, HAVING A RADIUS OF 423.37 FEET, A CENTRAL ANGLE OF 44°19'48", AN ARC DISTANCE OF 327.56 FEET TO A POINT OF TANGENCY; THENCE N01°28'35"W, A DISTANCE OF 1292.19 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN REVOCABLE EASEMENT AND LICENSE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 20379, PAGE 83, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN EASEMENT DEED RECORDED IN OFFICIAL RECORDS BOOK 23582, PAGE 886, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN EASEMENT DEED RECORDED IN OFFICIAL RECORDS BOOK 25649, PAGE 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

Easements and Restrictions

See Attached

EXHIBIT B

1. Restrictions, reservations, dedications and easements as shown on the plat of REGENCY HOMES AT SUNRISE, recorded in Plat Book 159, Page 15; as affected by that Agreement for Amendment of Notation on Plat recorded March 28, 1996, in Official Records Book 24670, Page 647; that Scrivener's Error Affidavit recorded July 22, 1997 in Official Records Book 26746, Page 825; that Agreement for Amendment of Notation on Plat recorded May 15, 2002 in Official Records Book 33134, Page 1347; and by that Agreement for Amendment of Notation on Plat recorded April 16, 2007 in Official Records Book 43897, Page 1023; all of the Public Records of Broward County, Florida. (As to Parcel)

2. Easement in favor of Florida Power & Light Company recorded November 24, 1959 in Official Records Book 1742, Page 608, as affected by that Partial Release of Easement recorded November 14, 1996 in Official Records Book 25649, Page 64; both of the Public Records of Broward County, Florida. (As to Parcel II)

3. Agreement of Drainage recorded August 22, 1973 in Official Records Book 5415, Page 548, as affected by that Amendment recorded November 30, 2001 in Official Records Book 32426, Page 347, both of the Public Records of Broward County, Florida. (As to Parcel)

4. Terms, conditions, restrictions and easements as contained in that Revocable Easement and License Agreement recorded February 18, 1993 in Official Records Book 20379, Page 83, of the Public Records of Broward County, Florida. (As to Parcel II)

5. Easement in favor of BellSouth Telecommunications, Inc., recorded October 27, 1994 in Official Records Book 22767, Page 583, of the Public Records of Broward County, Florida. (As to Parcel II)

6. Terms and conditions of that Easement Deed recorded June 20, 1995 in Official Records Book 23582, Page 886, of the Public Records of Broward County, Florida. (As to Parcel)

7. Conservation Easement in favor of Broward County, recorded March 15, 1996 in Official Records Book 24612, Page 670, of the Public Records of Broward County, Florida. (As to Parcel II)

8. Recreational impact Agreement recorded September 19, 2005 in Official Records Book 23927, Page 370, of the Public Records of Broward County, Florida. (As to Parcel)

9. Educational impact Agreement recorded March 28, 1996 in Official Records Book 24670, Page 652, of the Public Records of Broward County, Florida. (As to Parcel)

10. Road impact Agreement recorded March 28, 1996 in Official Records Book 24670, Page 662, of the Public Records of Broward County, Florida. (As to Parcel)

11. Non-Exclusive Utility Easement recorded October 28, 1996 in Official Records Book 25576, Page 644, of the Public Records of Broward County, Florida. (As to Parcel II)

12. Non-Exclusive Utility Easement recorded October 28, 1996 in Official Records Book 25576, Page 649, of the Public Records of Broward County, Florida. (As to Parcel II)

13. Non-Exclusive Utility Easement recorded October 28, 1996 in Official Records Book 25576, Page 654, of the Public Records of Broward County, Florida. (As to Parcel II)

14. Terms and conditions of that Easement Deed recorded November 14, 1996 in Official Records Book 25649, Page 80, of the Public Records of Broward County, Florida. (As to Parcel II)

15. Access Agreement Regarding the I sland Property recorded June 17, 1997 in Official Records Book 26580, Page 718, of the Public Records of Broward County, Florida. (As to Parcel)

16. Perpetual Easement and Restrictive Covenant recorded June 17, 1997 in Official Records Book 26580, Page 733, as affected by that Amendment to Agreement recorded December 28, 2000 in Official Records Book 31142, Page 773; that Agreement recorded May 24,2002 in Official Records Book 33180, Page 910; together with the provisions of Paragraph 4 of the Agreement dated April 17, 1972, as attached to Assignment recorded in Official Records Book 5228, Page 245; all of the Public Records of Broward County, Florida. {As to Parcel Island Parcel II)

17. Notice of Establishment of the Solterra Community Development District recorded March 24, 2021 under instrument Number 117144785, of the Public Records of Broward County, Florida.

18. Development Agreement by and between City of Sunrise and Windsor I nvestments (Sunrise Golf & Country Club), LLC, a Florida limited liability company and Windsor Investments (Fairway Isles), LLC, a Florida limited liability company recorded June 10, 2021 under I nstrument Number 117336162, of the Public Records of Broward County, Florida.

19. Declaration of Restrictive Covenants recorded August 31,2021,under instrument Number 117549062, of the Public Records of Broward County, Florida.

20. Ordinance No. 2023-03 recorded in instrument No.118671934, of the Public Records of Broward County, Florida.

Instr# 119386941 , Page 1 of 4, Recorded 02/12/2024 at 10:23 AM
Broward County Commission
Deed Doc Stamps: $0.00

This Instrument Was Prepared
By And Should Be Returned To:

Steven J. Vainder, Esquire
CC Homes
2020 Salzedo Street
Suite 200
Coral Gables, Florida 33134
NCS: 1183042- MIA
Property Appraisers Parcel
Identification (Folio) Number (s):
494127010030

CORRECTIVE SPECIAL WARRANTY DEED

THIS CORRECTIVE SPECIAL WARRANTY DEED (this "**Deed**"), executed as of the 6th day of February, 2024, by **CC/WV SUNRISE, LLC**, a Florida limited liability company (the "**Grantor**"), whose mailing address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134 to **SOLTERRA COMMUNITY DEVELOPMENT DISTRICT**, whose mailing address is c/o District Manager, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "**Grantee**").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the real property situate, lying, and being in Broward County, Florida, and described in **EXHIBIT "A"** attached to this Deed (the "**Property**"), subject to all matters of record.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor specially warrants the title to the Property and will defend it against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

NOTE TO RECORDER: This instrument is being recorded to correct an error in the legal description in that certain Corrective Special Warranty Deed recorded 11/30/2023 under Instrument No. 119256551, which prior Corrective Special Warranty Deed corrected an error in that certain Special Warranty Deed recorded 10/30/2023 under Instrument No. 119197263.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

WITNESSED BY:

Signature of Witness 1

Steven J Vanden

Print name of Witness 1

L. Viera

Signature of Witness 2

Lissette Viera

Print name of Witness 2

CC/WV SUNRISE, LLC, a Florida limited liability company

By: _____

James Wright, Vice President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of February, 2024, by James Wright, as Vice President of CC/WV SUNRISE, LLC, a Florida limited liability company, on behalf of such company, who ☑ is personally known to me or ☐ has produced a driver's license as identification.

(NOTARY SEAL)

LISSETTE VIERA
MY COMMISSION # HH 100981
EXPIRES: June 12, 2025
Bonded Thru Notary Public Underwriters

L. Viera

Notary public, State of Florida

Lissette Viera

Name: _____

My commission expires: 6.12.2025

Serial No.: HH100981

SKETCH & DESCRIPTION: OPEN SPACE PARCEL

LEGAL DESCRIPTION:

A PORTION OF BLOCKS 2, AND 3 OF SECTION 27, AND BLOCK 4 OF SECTION 28, TOWNSHIP 49 SOUTH, RANGE 41 EAST, EVERGLADES PLANTATION COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 7, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY OF PARCEL "A" OF SAID REGENCY HOMES AT SUNRISE PLAT, AS RECORDED IN PLATBOOK 159, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT DELINEATED AS PRM NO. 48 ON SAID PLAT; THENCE SOUTH 89°32'52" WEST ALONG THE MOST NORTHERLY SOUTH BOUNDARY LINE OF PARCEL "A" OF SAID PLAT, A DISTANCE OF 230.04 FEET; THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 1296.24' FEET TO A POINT OF CURVATURE OF A 193.37 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°51'45", AN ARC DISTANCE OF 151.41 FEET TO A POINT OF REVERSE CURVATURE OF A 879.13 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°47'56", AN ARC DISTANCE OF 196.38 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 33°39'46" WEST, A DISTANCE OF 9.65 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF A 12' UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 25576, PAGES 654, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT BEING HEREINAFTER KNOWN AS REFERENCE POINT "A"; THENCE NORTH 54°19'52" EAST, A DISTANCE OF 50.73 FEET ALONG SAID BOUNDARY TO A POINT OF CURVATURE OF A 187.00' RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 57°11'05", AN ARC DISTANCE OF 186.64 TO A POINT OF TANGENCY; THENCE SOUTH 68°29'03" EAST, A DISTANCE OF 89.03 FEET ALONG SAID EASEMENT BOUNDARY TO A POINT ON THE WEST BOUNDARY OF SAID PARCEL "A" OF THE REGENCY HOMES AT SUNRISE PLAT, ALSO BEING A POINT ON A 423.37 FOOT RADIUS CURVE, NON-RADIAL TO THE LAST DESCRIBED LINE, CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS NORTH 48°52'49" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 42°35'46", AN ARC DISTANCE OF 314.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°28'35" WEST ALONG THE WEST BOUNDARY OF SAID PARCEL "A", A DISTANCE OF 1292.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

COMMENCE AT REFERENCE POINT "A", THENCE SOUTH 33°39'46" WEST, A DISTANCE OF 226.05 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID UTILITY EASEMENT, AND POINT OF BEGINNING #2; THENCE CONTINUE SOUTH 33°39'46" WEST, A DISTANCE OF 279.00 FEET TO A POINT OF CURVATURE OF A 467.56 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°08'39", AN ARC DISTANCE OF 229.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05°31'08" WEST, A DISTANCE OF 208.39 FEET TO A POINT OF CURVATURE OF A 202.67 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST;

(CONTINUED ON V-3)

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS · PLANNERS · SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2023

JOB NO.: 14-0013-001	SHEET V-2 of 10 SHEETS
DRAWN BY: JDP	F.B. PG.
CHECKED BY: MRM	DATED: 08/02/2023

SKETCH & DESCRIPTION: OPEN SPACE PARCEL

LEGAL DESCRIPTION:
(CONTINUED FROM V-2)

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°51'51", AN ARC DISTANCE OF 271.89 FEET TO A POINT OF TANGENCY; THENCE SOUTH 82°22'59" WEST, A DISTANCE OF 604.86 FEET TO A POINT OF CURVATURE OF A 720.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°59'46", AN ARC DISTANCE OF 263.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 61°23'13" WEST, A DISTANCE OF 236.02 FEET; THENCE SOUTH 88°54'55" WEST, A DISTANCE OF 650.90 FEET; THENCE SOUTH 77°41'37" WEST ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 256.20 FEET TO A POINT ON THE ARC OF A 223.67 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, SAID POINT BEING THE NORTHERNMOST CORNER OF PARCEL 17 OF ARAGON SECTION ONE, RECORDED IN PLAT BOOK 82, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE AND THE NORTH BOUNDARY OF PARCELS 17 AND 16 OF SAID ARAGON SECTION ONE THROUGH A CENTRAL ANGLE OF 78°46'41", AN ARC DISTANCE OF 307.53 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°54'55" EAST ALONG SAID BOUNDARY, A DISTANCE OF 50.45 FEET TO THE NORTHEAST CORNER OF PARCEL 16 OF SAID PLAT, ALSO BEING A COMMON CORNER OF PARCEL "A" OF SAID REGENCY HOMES AT SUNRISE, SAID POINT DELINEATED AS PRM NO. 14 ON SAID PLAT; THENCE CONTINUE NORTH 88°54'55" EAST ALONG THE BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 642.16 FEET TO A POINT OF CURVATURE OF A 190.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 27°31'43", AN ARC DISTANCE OF 91.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 61°23'13" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 245.82 FEET TO A POINT OF CURVATURE OF A 490.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 20°59'46", AN ARC DISTANCE OF 179.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 82°22'59" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 604.86 FEET TO A POINT OF CURVATURE OF A 432.67 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 76°51'51", AN ARC DISTANCE OF 580.44 FEET TO A POINT OF TANGENCY; THENCE NORTH 05°31'08" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 208.39 FEET TO A POINT OF CURVATURE OF A 237.56 FOOT RADIUS CURVE, CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 28°08'39", AN ARC DISTANCE OF 116.69 FEET TO A POINT OF TANGENCY; THENCE NORTH 33°39'46" EAST ALONG SAID BOUNDARY, A DISTANCE 521.35 FEET TO A POINT OF INTERSECTION OF A 649.13 FOOT RADIUS CURVE, NON-RADIAL TO THE LAST DESCRIBED LINE, CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS SOUTH 59°55'00" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 07°50'59", AN ARC DISTANCE OF 88.93 FEET TO A POINT OF NON-TANGENCY ON THE SOUTH BOUNDARY OF SAID 12 FOOT UTILITY EASEMENT;THENCE NORTH 68°29'03" WEST ALONG SAID UTILITY EASEMENT BOUNDARY, A DISTANCE OF 62.85 FEET TO A POINT OF CURVATURE OF A 113 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 57°11'05", AN ARC DISTANCE OF 112.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 54°19'52" WEST, A DISTANCE OF 101.93 FEET; THENCE SOUTH 52°15'49" WEST ALONG SAID BOUNDARY, A DISTANCE OF 160.40 FEET TO THE POINT OF BEGINNING #2.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINING 1,118,471 SQUARE FEET OR (25.67 ACRES), MORE OR LESS.

R:\SURVEY\2014\14-0013-001 SUNRISE GOLF CLUB\DRAWINGS\14-0013-001_SOLTERRA_S-D-CDD-OPEN-SPACE-PARCEL.DWG REVISED 8/03/2023

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ENGINEERS · PLANNERS · SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
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JOB NO.: 14-0013-001	SHEET V-3 of 10 SHEETS
DRAWN BY: JDP	F.B. PG.
CHECKED BY: MRM	DATED: 08/02/2023

Instr# 120174166 , Page 1 of 4, Recorded 04/21/2025 at 02:16 PM
Broward County Commission
Deed Doc Stamps: $1984.50

This Instrument Was Prepared
By And Should Be Returned To:

Steven J. Vainder, Esquire
CC Homes
2020 Salzedo Street
Suite 200
Coral Gables, Florida 33134

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**"), executed as of the 15th day of April, 2025, by **CC/WV SUNRISE, LLC**, a Florida limited liability company (the "**Grantor**"), whose mailing address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134 to **GRIFFIN 38 – COOPER CITY, L.P.**, a Delaware limited partnership, whose mailing address is 23975 Park Sorrento, Suite 220, Calabasas, California 91302 (the "**Grantee**").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the real property situate, lying, and being in Broward County, Florida, and described in **EXHIBIT "A"** attached to this Deed (the "**Property**"), subject to all matters of record.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor specially warrants the title to the Property and will defend it against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

RESERVING unto Grantor, its successors and assigns a perpetual, non-exclusive easement for the drainage, flowage and storage of stormwater over, across and through the Property conveyed to Grantee for the benefit of the adjacent lands described in Surface Water Management License #SWM1995-048-4, as same may be hereafter modified from time to time so long as such modification(s) are consistent with the criterion set forth in Broward County License DF23-1381.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

WITNESSED BY:

Signature of Witness 1

Print name of Witness 1

Adress: 2020 Salzedo St, Ste 200 Coral Gables FL 33134

Signature of Witness 2

Print name of Witness 2

Adress: 2020 Salzedo St Ste 200 Coral Gables, FL 33134

CC/WV SUNRISE, LLC, a Florida limited liability company

By:

Name: Michael Levak

Title: V.P.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15th day of April, 2025, by Michael Levak, as VP of CC/WV SUNRISE, LLC, a Florida limited liability company, on behalf of such company, who ☑ is personally known to me or ☐ has produced a driver's license as identification.

(NOTARY SEAL)

LISSETTE VIERA MY COMMISSION EXPIRES JUNE 12, 2025 ##H 100981 Notary Public Underwriters Bonded thru NOTARY PUBLIC, STATE OF FLORIDA

Notary public, State of Florida

Name: LISSETTE VIERA

My commission expires: 6.12.2025

Serial No.: ##H100981

FOR: CC DEVCO, LLC

SKETCH AND DESCRIPTION
CONSERVATION EASEMENT

LEGAL DESCRIPTION:

PORTIONS OF TRACTS 6, 7 AND 8, BLOCK 1, SECTION 28, TOWNSHIP 49 SOUTH, RANGE 41 EAST, "EVERGLADES PLANTATION SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 7, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST CORNER OF PARCEL "A", THE FAIRWAYS OF SUNRISE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 101, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 21, ARAGON SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 42, OF SAID BROWARD COUNTY RECORDS; THENCE NORTH 02°50'12" WEST ALONG AN EAST BOUNDARY OF SAID PARCEL "A", A DISTANCE OF 23.66 FEET; THENCE NORTH 87°09'48" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°50'12" WEST ALONG A LINE 10 FEET EAST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE SAID EAST BOUNDARY, A DISTANCE OF 34.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 372.00 FEET, THROUGH A CENTRAL ANGLE OF 26°21'27", FOR AN ARC DISTANCE OF 171.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 23°31'15" EAST ALONG A LINE LYING 10 FEET SOUTHEAST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID EAST BOUNDARY, A DISTANCE OF 266.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 590.00 FEET, THROUGH A CENTRAL ANGLE OF 14°40'52", FOR AN ARC DISTANCE OF 151.18 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, THE LAST DESCRIBED CURVE LYING 10 FEET SOUTHEASTERLY OF AND CONCENTRIC WITH SAID EAST BOUNDARY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 82°05'25", FOR AN ARC DISTANCE OF 64.47 FEET TO A POINT OF TANGENCY; THENCE SOUTH 59°42'28" EAST, A DISTANCE OF 76.95 FEET; THENCE SOUTH 30°17'32" WEST, A DISTANCE OF 22.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 96°46'17", FOR AN ARC DISTANCE OF 84.45 FEET TO A POINT OF TANGENCY; THENCE SOUTH 66°28'45" EAST, A DISTANCE OF 22.48 FEET; THENCE SOUTH 23°31'15" WEST ALONG A LINE LYING 224 FEET SOUTHEASTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID EAST BOUNDARY, A DISTANCE OF 362.07 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 158.00 FEET, THROUGH A CENTRAL ANGLE OF 26°21'27", FOR AN ARC DISTANCE OF 72.68 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02°50'12" EAST, A DISTANCE OF 96.97 FEET; THENCE SOUTH 87°09'48" WEST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTH, WHOSE RADIUS POINT BEARS SOUTH 27°38'45" WEST; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 139.52 FEET, THROUGH A CENTRAL ANGLE OF 53°03'42", FOR AN ARC DISTANCE OF 129.21 FEET TO A POINT NON-TANGENCY; THENCE SOUTH 36°31'19" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 53°28'41" WEST, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 50°38'30", FOR AN ARC DISTANCE OF 61.87 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA. CONTAINING 132,616 SQUARE FEET OR 3.044 ACRES MORE OR LESS.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE EAST BOUNDARY OF PARCELS 20 AND 21, ARAGON SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH IS ASSUMED TO BEAR NORTH 02°50'12" WEST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

LEGEND

B.C.R.	BROWARD COUNTY RECORDS
L	ARC LENGTH
M.D.C.R.	MIAMI-DADE COUNTY RECORDS
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
R	RADIUS
Δ	CENTRAL ANGLE

RAYMOND YOUNG
PROFESSIONAL SURVEYOR AND MAPPER NO 5799
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

R:\SURVEY\2014\14-0013-001 SOLTERRA PLAT\DRAWINGS\SKETCH_AND_DESC\14-0013-001_SD_CONSERV ESMT_REVISED-8-29-24

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preperation of the information shown hereon.

The undersigned and CRAVEN·THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
1. REVISE EASEMENT BOUNDARY	06/21/24	JDP	RY
2. REVISE EASEMENT BOUNDARY	8/29/24	JDP	RY

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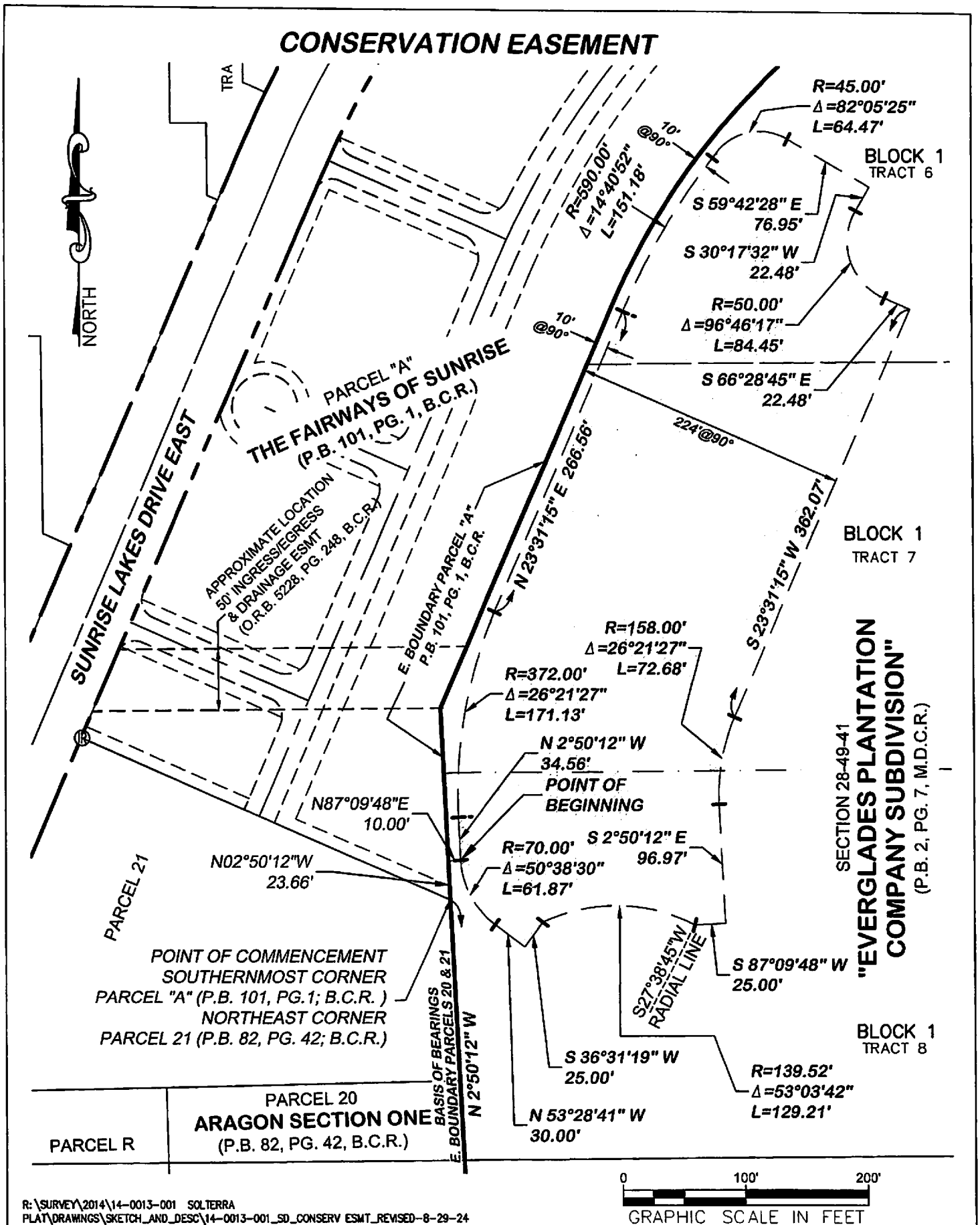
JOB NO.: 14-0013-001-01	SHEET 1 OF 2 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TB	DATED: 03/04/24



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PLAT\DRAWINGS\SKETCH_AND_DESC\14-0013-001_SD_CONSERV ESMT_REVISED-8-29-24

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JOB NO.: 14-0013-001-01	SHEET 2 OF 2 SHEETS
DRAWN BY: JDP	F.B. N/A PG. N/A
CHECKED BY: RY	DATED: 06/13/24

EXHIBIT 6
CODE DEVIATION TABLE

SOLTERRA PUD

CODE DEVIATION TABLE

	Code Section	Description	Code Required	Proposed with PUD	PUD Document Reference	Criteria Letter Reference
1	16-39 (h)(1)	Master Development Plan - Design Standards	The internal collector drive shall include […] curvilinear sidewalks and landscaped berms along both sides of the drives.	The sidewalks that line the internal collector drive will be straight and no berm will be provided	Pg. 20	Pg. 10-11
2	16-39 (h)(1)	Master Development Plan - Design Standards	Benches, shaded from the sun, shall be provided along the internal collector drives and detention lake banks spaced no more than two hundred (200) feet, with an attractive refuse collector located nearby.	Benches shall be provided along the internal collector drives and multi-use path spaced no more than five hundred (500) feet, with an attractive refuse collector located nearby. A minimum of 70 percent of the benches will be shaded by canopy trees.	Pg. 20, Pg. 23	Pg. 11
3	16-39 (j)	Master Development Plan - Recreational Amenities	Any recreational facilities to serve the project shall be complete prior to the first residential Certificate of Occupancy issuance.	Main Clubhouse: • Prior to the issuance of the first Certificate of Occupancy for a residential dwelling unit (excluding dry models), the Permit for the Main Clubhouse must have been issued by the City of Sunrise Building Department. • A Certificate of Occupancy (or T.C.O.) for the Main Clubhouse must have been issued by the City of Sunrise Building Department within 14 months after the issuance of the first Certificate of Occupancy for a residential dwelling unit (excluding dry models), otherwise no further Certificates of Occupancy will be issued until such time as the C.O. (or T.C.O.) for the Main Clubhouse is issued. Secondary Amenity (Affordable Townhomes Amenity): • Prior to the issuance of the 1st Certificate of Occupancy for an Affordable Townhome, the Certificate of Occupancy (or T.C.O.) for the Secondary Amenity shall have been issued by the City of Sunrise Building Department. Pocket Parks: •Pocket parks shall be completed prior to the issuance of the first Certificate of Occupancy for a residential dwelling unit (excluding dry models) adjacent to the pocket park. Dry Models and Temporary Trailers: •Dry model homes and construction and sales trailers shall be permitted to be constructed prior to the issuance of a Certificate of Occupancy for a residential dwelling unit upon the issuance of a building permit by the City of Sunrise Community Development Department. The construction permit for the dry model homes or construction or sales trailer shall comply with all applicable local land development codes and the Florida Building Code	Pg. 27	Pg. 11-12

SOLTERRA PUD

CODE DEVIATION TABLE

	Code Section	Description	Code Required	Proposed with PUD	PUD Document Reference	Criteria Letter Reference
4	16-39 (m)	Master Development Plan - Sign On-Site	Signage shall be placed on the property.	Signage will be installed off-site at the intersection of NW 30th Place and Solterra Boulevard in accordance with the Development Agreement.	Pg.12	Pg. 12
5	16-101 (d)(4)	P.U.D. - Distance between single-family homes	15 feet	10 feet	Pg. 12	Pg. 13
6	16-101 (d)(6)	P.U.D. - Setbacks	There are no required setbacks or yards except there shall be a building setback or yard of not less than thirty (30) feet in depth from the perimeter edge of the PUD.	The rear yard setback is 15' from the perimeter of the P.U.D. The side yard setback is 5' from the perimeter of the P.U.D. These setbacks only apply to the residential lots along the perimeter adjacent to the park. Structures located within the public park do not have a minimum setback from the PUD boundary line, but must follow any applicable setbacks found in the Commercial Recreation Zoning District.	Pg. 14	Pg. 13
7	16-101 (d)(8)	P.U.D. - Minimum floor area (bedroom count)	Minimum floor area for a single family home is 1,650 square feet for a three-bedroom home.	A 2,298 sq ft 2-bedroom + loft model is proposed.	Pg. 15-16	Pg. 13
8	16-101 (d)(13)	P.U.D. - Open Space	Min. thirty-five (35) percent of the gross area of the PUD. Open space is defined as pervious surfaces, plus plazas, pool decks, sidewalks and other outdoor use areas, except that lakes or other water area shall not count for more than twenty-five (25) percent of the open space requirement, unless such water area is within a recorded wetlands conservation easement in which not more than thirty-five (35) percent of the water area shall count toward the open space requirement.	Areas included within the conservation easement are to count one-hundred (100) percent towards the open space requirement.	Pg. 22-23	Pg. 13-14
9	16-101 (e)(6)	P.U.D. - Decorative Paving	Decorative brick or concrete pavers in all driveways and walkways in all residential areas	All single-family homes and townhomes shall have decorative brick paver driveways and walkways. The walkways within common areas and the 5’ wide sidewalks parallel to the roadway tracts shall be concrete. The 10’ wide multiuse path shall be integrally colored concrete (color and finish to be approved by City during site plan review).	Pg. 24	Pg. 14

SOLTERRA PUD

CODE DEVIATION TABLE

	Code Section	Description	Code Required	Proposed with PUD	PUD Document Reference	Criteria Letter Reference
10	16-101 (e)(7)	P.U.D. - Required garages	Two car garage required	Minimum one car garage required	Pg. 18	Pg. 14
11	16-101 (e)(8)	P.U.D. - Required garages	One car garage required	Up to 50% of the multi-family units are not required to have a garage or access to on-site parking garage	Pg. 18	Pg. 15
12	16-101 (e)(13)	P.U.D. - Perimeter wall	Min. 6-foot tall decorative precast or concrete wall required along perimeter of PUD that is adjacent to any single family uses.	While the properties adjacent to the PUD are either townhomes, apartments, or condominimus, the City considers the fee simple townhomes a single family use. No wall will be constructed along the perimeter of the PUD where the boundary abuts the fee simple townhomes.	Pg. 21	Pg. 15
13	16-101 (e)(18)	P.U.D. - Electrical Vehicle Charging Spaces	Two (2) percent of all required parking spaces shall be electric vehicle (EV) charging spaces.	The min. number of EV spaces shall be: Single family: One rough electrical (conduit/box) for future EV station per garage. An optional EV charging station will be offered. Townhome with garage: One rough electrical (conduit/box) for future EV station per garage. An optional EV charging station will be offered. Townhome without garage: Min. 2% of total required parking; Clubhouse: Min. 2% of total required parking	Pg. 19	Pg. 15-16
14	16-101 (k)(5)	Design Standards Decorative Pavers	Decorative pavers shall be required for project entryways, the intersections of internal circulation drives, and for all driveways to each garage required pursuant to subsection (11) below.	Pavers will be installed at project entryway, but will not be installed at the intersection of internal circulation drives. Driveways to all garages will be made of decorative pavers.	Pg. 24	Pg. 16
15	16-117 (b)	Yard Encroachments	Every part of every required yard shall be open and unobstructed from the ground to the sky, except as hereinafter provided or as otherwise permitted in this chapter	Air conditioners and at-grade patios may encroach into street-side, interior side, and rear yard setbacks, provided that no slab shall be closer than 1’ from a side property line for townhomes or 5’ from a rear property line for townhomes and single-family lots. Decorative wing walls may encroach into street-side and interior side yard setbacks up to 1’-6”.	Pg. 10	Pg. 16-17

	SOLTERRA PUD					
	CODE DEVIATION TABLE					
	Code Section	**Description**	**Code Required**	**Proposed with PUD**	**PUD Document Reference**	**Criteria Letter Reference**
16	16-125 (b)	Open Storage, Garbage and Refuse	A garbage or refuse container and a second container, which shall be used solely for the disposal of recyclable materials, shall be stored within an architectural enclosure sufficient in height and design to screen such containers from the public view.	Recycling containers shall be stored adjacent to all dumpster enclosures in a separate area and screened to the rear by the dumpster enclosure, to the sides by hedges maintained high enough to screen the containers from view, and to the front by an opaque gate that provides access to the bins.	Pg. 26	Pg. 16
17	16-142 (b)(1)	Off-Street Parking, Location, Character and Size - Min. Parking Space Size	Ten (10) feet in width and twenty (20) feet in length	Consistent with the Development Agreement and in order to prioritize natural areas over paved, the minimum dimensions of parking spaces has been reduced to the following: Single Family: Parking spaces: 9' x 18' 1-car garage spaces: 10'-8" (10.67') x 18'-11" (18.92') 2-car garage (combined): 20' x 19' Townhomes: Parking spaces: 9' x 19' Garages: 11' x 19'-4" (19.33') Clubhouse: Parking spaces: 9' x 18'	Pg. 18	Pg. 17-18
18	16-150 (1)a.	Minimum Light Levels within Walkways	Walkways […] shall be provided with a maintained minimum of one and one-half (1.5) footcandles of light measured at grade level.	In order to provide adequate lighting on all paths, pedestrian lighting shall be provided on all public walkways and trails by a combination of street lighting and bollards with a maintained minimum of six-tenths (0.6) footcandles of light measured at grade level. This minimum illumination level provides a clear view of the path without using lighting that would create a nuisance to the neighboring home owners.	Pg. 19	Pg. 18

SOLTERRA PUD

CODE DEVIATION TABLE

	Code Section	Description	Code Required	Proposed with PUD	PUD Document Reference	Criteria Letter Reference
19	16-150 (1)e.	Overspill of Lighting onto Adjacent Properties	Overspill of lighting onto adjacent properties shall not exceed five tenths (0.5) footcandles measured on a vertical plane beginning three (3) feet above grade at the property line.	Overspill of lighting onto adjacent properties shall only exceed 0.5 footcandles along the property line of the park where it abuts a right-of-way. Specifically, where NW 30th Street intersects with NW 76th Avenue and NW 73rd Terrace and where the park abuts Solterra Boulevard. This is to provide enhanced security by lighting the sidewalks that are adjacent to the park with pedestrian-scale lighting that is bright enough to meet the proposed minimum foot-candles for pedestrian walkways. Pedestrians will be able to see along the sidewalks and along the entrances to the public park without having to go through poorly lit areas. It also allows a better view inside the property lines of the park, providing additional security between a public space and a residential development.	Pg. 19	Pg. 18
20	Figures VII-1 & VII-2	Parking Stall Dimensions	The dimensions of the parking stalls must be constructed in accordance with the figures shown (no valley gutter is shown in the figures)	The width of any proposed valley gutter that is constructed between parking spaces and a drive aisle may be included in the dimension of the parking space so long that minimum drive aisle widths are provided outside of the valley gutter.	Pg. 18	Pg. 18-19
21	16-165 (d)(2) & (3)	Plant Material: Slowgrowing & Size at Maturity	No more than 25% of the total trees counted for code to be slow growing	Trees for the townhomes with garages will not count against the overall total for slow growing trees.	Pg. 22	Pg. 19
22	16-169 (b)(1)	Min. Landscape Requirements for Multi-Family - Perimeter	Ten (10) foot wide landscape buffer with one (1) tree every twenty-five (25) and a six (6) foot wall, and mid-level landscaping.	No additional buffer required between the townhomes (with or without garages) and the perimeter open space or adjacent development. A 6-foot-high wall will only be provided between the public park and the abutting multi-family buildings. In some instances the wall will be built within the PUD as the boundary encroaches into the public park. Mid/upper level landscaping provided at 3-5 feet.	Pg. 20-22	Pg. 19
23	16-169 (d)(1)	Min. Landscape Requirements for Multi-Family - Pedestrian Zone Size	Pedestrian zone landscaping required on any building façade facing a parking area, drive, or residential district. Width to be half height of building or ten (10) feet, whichever is greater. Foundation plantion area minimum of 8 ft width at each façade. No more than 5 ft of the width paved. Max of 5 feet overhang.	Townhomes with garages: the minimum width shall be five (5) feet of front facade as the lot is twenty three (23) feet and the driveway is eighteen (18) feet. Ten (10) feet in depth for the front facade. Five (5) feet in depth on rear and side facades. Does not extend the whole length of the side facade. Townhomes without garages: the minimum length shall be fifteen (15) feet as the lot is nineteen (19) feet and the walkway is four (4) feet. Pedestrian zone shall include mid and low level planting.	Pg. 20-21	Pg. 20

SOLTERRA PUD

CODE DEVIATION TABLE

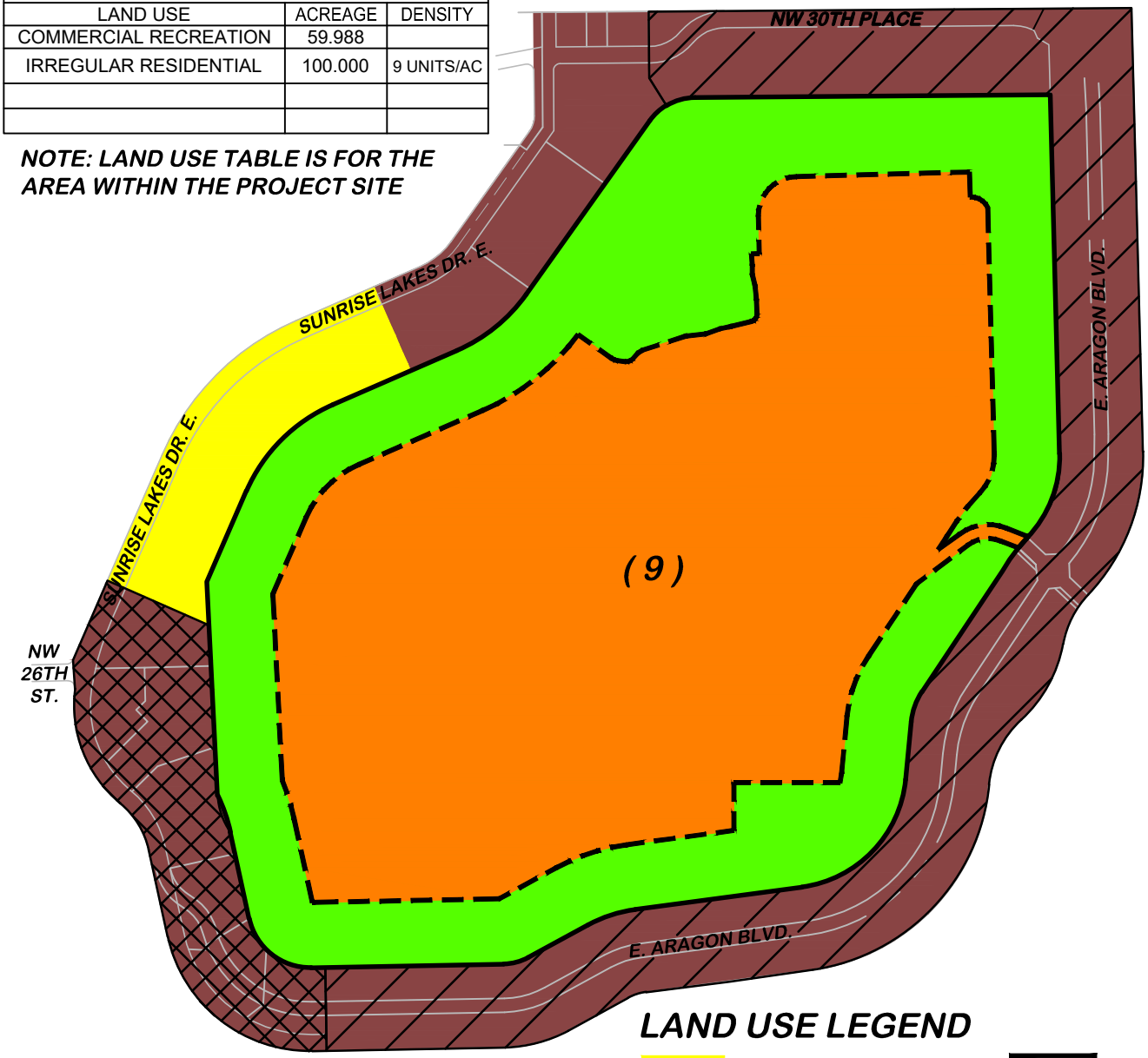
	Code Section	Description	Code Required	Proposed with PUD	PUD Document Reference	Criteria Letter Reference
24	16-169 (d)(2)	Min. Landscape Requirements for Multi-Family - Plant Material and Tree Spacing/Number in Pedestrian Zones	A tree every 30ft in the pedestrian zone and upper, mid, and low-level plantings.	Townhomes with garages: One (1) tree per two (2) units installed in an access and utility tract AND One (1) tree OR One (1) palm OR a cluster of three (3) palms per unit installed around the building. Mid- and low-level landscaping required the entire length of the pedestrian zone. Townhomes without garages: One (1) tree per eight (8) parking spaces installed in an access and utility tract AND One (1) tree OR One (1) palm OR a cluster of three (3) palms per unit installed in front of the unit within the front yard. Mid- and low-level landscaping required the entire length of the pedestrian zone.	Pg. 20-21	Pg. 20-21
25	16-169 (d)(3)	Min. Landscape Requirements for Multi-Family - Tree Height in Pedestrian Zone	Trees to be 14-16ft when the façade height is 15-25ft. Palms to be 16-20ft.	For townhomes with and without garages: Small to medium sized trees/palms will be used. Trees must be 12-14ft at installation. Palms must be 16-20ft at installation.	Pg. 21	Pg. 21
26	16-172 (f)(1)(b)	Tree Preservation - Tree Mitigation for Relocated Trees	Relocation of trees on-site shall be counted as half credit toward equivalent replacement.	Relocation of trees on-site shall be counted as full credit toward equivalent replacement if the trees are non-specimen trees (trees less than eighteen (18) inch caliper). This only applies during initial development.	Pg. 22	Pg. 21
27	16-182 (g)	Property Line Radii	Shall be not less than twenty-five (25) feet at street intersections.	Shall be not less than fifteen (15) feet at street intersections.	Pg. 23	Pg. 21
28	16-182 (i)	Access Location, Character and Size - Drive Aisles	All residential streets, both public and private, shall comply with the requirements as set forth in Figure IX-6. Components/Dimensions include: Overall ROW Width: 50' Lane Width: 12' Sidewalk Width: 4' (2 provided) Valley Gutter: 2' Sod Swale: 7' (between sidewalk and street)	Streets have been designed in accordance with the heirarchy required of the code, but there are certain locations that do not adhere to the cross-setion found in Figure IX-6 exactly. Type "F" curb and gutter used in addition to valley gutter. A Type "D" curb is used to separate parking spaces from sidewalks. Emergency Access: 28' Overall Width; No Sidewalks Min. Overall ROW Width: 40' Local Roadways Min. Lane Width: 11' One sidewalk provided at entrance drive (10' multi-use path) Min. Sod Swale: 0' where parking abuts a sidewalk	Pg. 13	Pg. 22

EXHIBIT 7
LAND USE MAP

SUNRISE, FLORIDA
LAND USE PLAN

LAND USE TABLE		
LAND USE	ACREAGE	DENSITY
COMMERCIAL RECREATION	59.988	
IRREGULAR RESIDENTIAL	100.000	9 UNITS/AC

NOTE: LAND USE TABLE IS FOR THE AREA WITHIN THE PROJECT SITE



LAND USE LEGEND

- LOW (5) RESIDENTIAL
- MEDIUM (25) RESIDENTIAL
- COMMERCIAL RECREATION
- IRREGULAR RESIDENTIAL (9)
- PROJECT SITE

The below densities are per the Flacond Realty Corp. v. Broward County and City of Sunrise final judgment and supersede the underlying land use designation densities.

- 18 UNITS/ACRE
- 27.2 UNITS/ACRE

0 300' 600' 1200'

SCALE: 1"=600'-0"

N:\CLERICAL\JOBS\2014\14-0013-001-01 SUNRISE GOLF & COUNTY CLUB (SOLTERRA)\700 PLANNING\MASTER PLAN\PROPOSED-SUNRISE LAND-USE-EXHIBIT-SWP

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271

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JOB NO.: 14-0013-001	
DRAWN BY: SP	F.B. PG.
CHECKED BY: ME	DATED: 07/25/24

EXHIBIT 8
PUBLIC ART

PUBLIC ART EXAMPLES

August 28, 2025

Mr. Matthue Goldstein
Planning and Zoning Manager
City of Sunrise
1601 NW 136th Ave # A100
Sunrise, FL 33323

RE: SOLTERRA
REZONING TO PUD
LETTER OF INTENT/CRITERIA LETTER
CTA PROJECT NO. 14-0013-003

CRAVEN THOMPSON
& ASSOCIATES INC.
Engineers
Planners
Surveyors
Landscape Architects

Dear Mr. Goldstein:

Please accept this rezoning application in order to revise the adopted PUD Zoning District and the associated Development Program Standards for the property known as Solterra located at 7400 NW 24 Place in the City of Sunrise (Parcel IDs: 494127010030, 494127010031, 494127010032, 494127010040, 494127380020, and 494127380021). Throughout the site development process, a number of changes have necessitated this request to update the PUD. One of the biggest changes comes from the expansion of the adjacent public park and its impact on the shape of the development itself. The total acreage of the PUD has been increased by 0.77 acres to 152.99 acres. This area includes all residential units on the site, the two clubhouses, the surrounding buffer, the wetland area, and a portion of the public park. This change in area includes a 1,052.23 square-foot portion of land in the park just north of the wetlands zoned RM-10 that is now included within the PUD. The remainder of the area added to the PUD area comes from adding portions of the park area that have been designed within the IR-9 land use area. A sketch and legal showing these areas has been provided.

Other items within the document have changed due to shifts in the layout of the site plan in order to accommodate all of the amenities and features that were promised in the current PUD program standards. There are also corrections to the program standards and deviation table to rectify scrivener's errors, omissions, and typos from the previous document. This proposal is consistent with the existing PUD and the additional 0.77 acres does not place an undue burden on the remainder of the Solterra PUD.

3563 NW 53rd Street
Fort Lauderdale, FL 33309-6311
Phone: (954) 739-6400
Fax: (954) 739-6409

Since our last PUD approval, a portion of the site (Parcel ID: 494127380021) has been acquired by a third owner, Griffin 38 - Cooper City, L.P., who took ownership of a portion of the property in order to form a wetland mitigation area. Their information has been included in the new application documents submitted with this package. Wetland mitigation areas are required to be in the same ownership as the site where impacts occurred in accordance with Florida statutes as enforced by south Florida water management district. That area is a PROMA in accordance with the permits from South Florida water management district and Broward County EPD and the ownership has been transferred to match the ownership of the impact site.

As of this date, applications for a Master Plan, an amended and restated Development Agreement, and a Plat have been approved by the City of Sunrise. A Site Plan application is currently in review.

In order to keep all of the justification statements for requested deviations in one place, this document will include all of the statements that were previously approved as part of the current PUD. Those statements will be marked "(2024)" or "Revised" if additional deviations to the same code section have been added. Any new deviations will be marked "(2025)". This information will be found in the second half of this letter after the establishing that the Solterra PUD meets the standards required of a PUD in the city of Sunrise.

The following explains how the proposal is consistent with the Rezoning Criteria found in section 16-38(c) of the Land Development Code.

Rezoning criteria. **The applicant shall demonstrate conformance with the following criteria for the zoning district into which the property is to be converted:**

(1) That the request is consistent with the goals, objectives, policies, and intent of the city's comprehensive plan.

RESPONSE:

Land Use Element:

GOAL 1: Provide an adequate amount of residential area to accommodate the existing and future residents of Sunrise and which allows for the flexibility to provide a varied mix of residential densities and housing types.

The Solterra PUD, which was originally established in 2024, provides single-family homes, market-rate townhomes, and affordable townhomes to appeal to the ever-growing population. This development, once constructed, will result in the addition of a significant number of housing units on a currently underutilized property.

OBJECTIVE 1.1: Residential Acreage: Designate a sufficient amount of acreage on the Sunrise Future Land Use Map (Figure A-1) for residential uses.

Prior to the establishment of the PUD in 2024, this site was the subject of a Land Use Plan Amendment that increased the total residential area in the City.

Policy 1.1.1: Permitted uses in residential land use categories will continue to be consistent with the Broward County Land Use Plan (Hereafter "BCLUP").

Land use within the Solterra PUD is Residential and Commercial Recreation, which is consistent with the County's Land Use Plan. This PUD will now encompass the entirety of the IR-9 land use area. Any use within the existing CR Land Use area will be compatible with both the zoning and land use.

OBJECTIVE 1.2: Residential Densities: Regulate permitted density to ensure balanced growth patterns.

No change has been made to the density or pattern of development from the Solterra PUD established in 2024. The density and development pattern continues to be compatible with that of the surrounding lots. Though there are taller buildings and higher-density zoning districts along the boundary of this site, the majority of the surrounding communities have one- to two-story townhomes. The 230' buffer – originally established in the 2024 PUD – respects the existing communities by separating the proposed development from properties that were originally developed on a golf course.

Policy 1.2.4: Support increases in residential densities where appropriate to ensure adequate supply of affordable housing.

The PUD, as established in 2024, not only provides the ability to add housing to the market, but it also includes 87 units of affordable housing within the development. No change to the unit mix is proposed under this application.

Policy 1.2.5: Affordable housing shall be addressed consistent with Policy 2.16.2 of the BCLUP, as amended.

A minimum of 87 townhomes will be constructed to be affordable housing in accordance with BCLUP policy 2.16.2. This is consistent with the Solterra PUD of 2024.

Policy 1.2.6: The City of Sunrise shall establish programs to provide, encourage, or enable low or moderate income housing to meet the needs of City of Sunrise's existing and future residential population and economic activities.

The developer has entered into a Development Agreement with the City of Sunrise in order to incorporate affordable housing in Solterra that is equitable and seamlessly incorporates the future residents within the community.

OBJECTIVE 1.3: Protection of Residential Areas: Develop and implement land use controls which promote residential areas that are attractive, well maintained and protect the health, safety, and welfare of residential areas.

The buffer that surrounds the development contains undulating lakes, mature trees, and scenic views to provide an amenity to both the new residents and the adjacent properties. This reaffirms the commitments made in the original Solterra PUD.

Policy 1.3.3: Provide, through the City of Sunrise Land Development Code (LDC), proper design regulations for residential developments, to ensure that the required amount of open space is located to serve the future residents. The required open space will be achieved through proper landscape buffering between residential land uses and the following land uses: community facilities, multi-family residential, commercial, industrial, and other land uses, as well as proper buffering from street rights-of-way and canals.

Like the established PUD, this application provides an abundance of open space for both its residence and for those who visit. There will be a trail within the exterior buffer, lakeside areas, residential recreation areas, and an adjacent public park.

Policy 1.3.4: All new residential developments must receive site plan approval in accordance with the City of Sunrise LDC.

A Site Plan application has been submitted for review. Approval will be obtained prior to the submittal of building permit applications. The site plan was submitted after the original PUD rezoning, master plan, and development agreement were approved in 2024. The developer will abide by all City and County requirements for construction.

Policy 1.4.1: The land development regulations shall encourage This increased use of mixed densities and housing product types within a development to increase the diversity of housing choices.

The Land Development Regulations (LDR) of the City of Sunrise provide a mechanism to create a Planned Unit Development for proposed community that would otherwise not be allowed using traditional zoning district regulations. This process allows Solterra to be developed in a much higher-quality manner because of the flexibility provided. When a PUD is approved, it is taken as a whole and must prove to be a development that makes the best use of the land and provides an asset to the community. The Solterra PUD was originally approved in 2024 and continues to be a high-quality proposal for a mixed housing community.

Policy 3.2.3: The City of Sunrise will encourage development of private infrastructure and facilities to accommodate energy efficient vehicles.

Electric Vehicle (EV) parking will be provided within the community consistent with the requirements of the Land Development Code and the 2024 PUD Development Program Standards. Future residents will be encouraged to add additional charging facilities within their homes.

OBJECTIVE 7.2: Public Schools: Support Broward County Public Schools
Policy 7.2.1: The City of Sunrise shall implement development review procedures to assure that facilities and services meet established countywide level of service (LOS) standards and are available consistent with concurrency requirements and Section 163.3180 Florida Statutes and Policy 2.15. 4 of the BCLUP.

The Solterra community will bring much-needed housing to the community. In doing so, we will work with the Broward County School Board to ensure that school capacity is addressed. A Preliminary School Capacity Availability Determination (SCAD) letter has been received on July 18, 2024 that confirms that there is sufficient capacity for the additional students this development would bring.

OBJECTIVE 10.1: Public Facilities and Phased Growth: Coordinate future land uses with availability of regional and community facilities and services sufficient to meet the current and future needs of the City of Sunrise population and economy without endangering its environmental resources.

Capacity of local and regional facilities were studied as part of the associated LUPA. As part of the development of this site, the developer will be treating any and all contaminated portions and preserving wetlands. If any wildlife is found prior to construction, the developer will make sure the animals are properly removed in accordance will all laws and regulations.

Policy 10.1.1: The City of Sunrise shall implement development review procedures to assure that facilities and services meet established County-wide and municipal level of service (LOS) standards and are available concurrent with the impacts of the development.

The developer will coordinate any required improvements to the infrastructure with the City of Sunrise.

OBJECTIVE 10.3: Efficient Use of Urban Services: Promote the efficient use of urban services by encouraging new development into areas where necessary regional and community facilities and services exist.

The development is proposed on what was once a functioning golf course. There are existing facilities that have been run to the property and there are already several residential developments that encompass the site. All utility connections will take into account existing service and established routes.

Policy 11.1.3: To prevent future incompatible land uses the established character of predominantly developed adjacent areas shall be a primary consideration when amendments to the City of Sunrise ’s or the Broward County Land Use Plan (BCLUP) are proposed. Future incompatibilities shall be minimized using buffers and setbacks.

This rezoning – as originally established in 2024 – and the associated LUPA, are compatible with the built environment that surrounds the property. The subject site, currently a vacant golf course, will reflect the density and housing types that are already present in the area.

(2) That the request is consistent with the density, intensity and general uses set forth in the city's future land use map (FLUM).

RESPONSE: A change to the Future Land Use Map for this property has been approved in order to change the three previous future land use designations from Commercial Recreation, Low-Medium 10, and Medium-High 25 to Commercial Recreation and Irregular Density (9). The buffer and the majority of the public park will maintain the existing Commercial Recreation land use. As with the established Solterra PUD, this

application maintains the proposed 900 units on a 100-acre piece of land with associated non-residential lands surrounding it. This density is consistent with the current land use designation. Uses within the Commercial Recreation land use are limited to those permitted in the Recreation/Open Space districts as required by the land use plan amendment approval.

(3) That the request meets the purpose and criteria set forth in the city's land development code for the zoning district into which the property is to be converted.

RESPONSE: According to Sec. 16-101 of the Land Development Code (LDC), "The primary purpose of the planned unit development (PUD) district is to promote quality development with a greater amount of flexibility by removing some of the detailed restrictions of conventional zoning." The reasons PUDs are encouraged are then listed in the subsection. As with the Solterra PUD that was established in 2024, this proposal shares the following reasons for rezoning to a PUD:

1. ***To allow diversification of uses, structures, and open spaces when not in conflict with existing and permitted land uses on abutting properties*:** The established PUD provided for a diversification of residential types by offering both single-family and townhome units within a cohesive, planned development. It also provided for a 230'-wide perimeter buffer between the surrounding existing multi-family developments and the PUD. The buffer will contain an undulating lake system around most of the perimeter and includes a portion of the public park to the north of the residential units. This blend of uses and housing types is not possible under traditional zoning districts. This application keeps the same housing mix and site features.
2. ***To reduce improvement costs through a more efficient use of land and a smaller network of utilities and streets than is possible through application of standards contained in conventional land development regulations and site designs*:** Like the 2024 PUD, the proposed Development Program Standards provides for a residential density that results in a smaller network of utilities and streets than would be provided under one of the standard zoning districts in the city. Because of the size of the property, construction will be phased. This allows a more efficient development of this area by clustering the improvements. The number of units that will be built allows each trade to work on several sites at the same time, reducing commuting time and the costs associated with time on the road.
3. ***To conserve the natural amenities of the land by encouraging and improvement of scenic and functional space*:** The established PUD provided an extensive perimeter buffer area that includes lakes and a substantial amount of landscaping. No change is sought to these site features. These natural areas will serve to

conserve and improve the natural amenities and preserve and enhance the existing wetland. This creates a space that is both scenic and functional. Numerous native specimen trees are also being preserved, providing shade and beauty throughout the project.

4. ***To provide a high quality of design and materials to create aesthetically pleasing environments for living, shopping, and working in the City*:** These revised Development Program Standards will provide the framework for the Solterra PUD to ensure that the resulting community is constructed with high-quality design and materials that will be an asset to the city. The proposed architecture is modern and fresh. The site design and amenities incorporated into the community will provide a desirable development for current and future city residents. The 86.39 acres of open space and amenities - which includes a multi-purpose path, pocket parks throughout the community, a portion of the adjacent public park, and two clubhouse and pool areas - will draw the residents out of their homes to enjoy the common areas. There will also be 18.34 acres of lakes and direct access to a 7.77-acre public park. The streetscapes will include thoughtful design to provide a beautiful driving, biking, and walking experience.
5. ***To promote sustainable development*:** The development will adhere to the most recent edition of the Florida Building Code, providing housing that is resilient and built to last. Where possible, the design of the property will include certain sustainability measures to provide a better development product and to add value to the new homes. A list of sustainable practices and features that has been incorporated in the proposed development includes, but is not limited to, tile roofs, optional solar power on single-family homes, re-use water for irrigation (when available from the City), rough electric for electric vehicles in single-family homes and townhomes with garages, optional electric vehicle charging station in single-family homes and townhomes with garages, water-saving fixtures, compact building design, more efficient use of land, redevelopment of underutilized property, a safe pedestrian network, and provisions for bike racks.
6. ***To ensure that development will occur within the guidelines and intent of the Sunrise Comprehensive Plan and this chapter. Planned unit developments are equally adaptable to new development or redevelopment*:** The City of Sunrise Comprehensive Plan illustrates a vision of the future that brings smart growth and good city-building practices to the forefront. With the South Florida's ever-growing population still on the rise and developable land at a premium, it is important to ensure that developers have the citizen's best interests in mind and put in place certain policies that allow development that enhances the City's tax base and livability. By developing this site as a PUD, the development will be an asset to the surrounding communities and the region as a whole, while minimally impacting the quality of life for the residents in the surrounding communities. The

shape of the golf course does not allow the most efficient use of the land. Now that the property is within a single PUD zoning district, the developer can address the concerns of the neighbors and still provide a successful product. The Solterra PUD as it is now being revised still provides for redevelopment of an abandoned golf course site and is consistent with the goals, objectives, and policies of the Sunrise Comprehensive Plan as listed within the PUD document.

7. ***To promote a more efficient use of the roadway system, encourage multi-modal trips and pedestrian mobility*:** As always, the Solterra PUD provides an extensive pedestrian and multi-modal network throughout the site and connections to adjacent roadways and mass transit facilities. Traffic improvements will be constructed to allow the residents of the Solterra PUD to exit to the north, reducing the impact on the single-family neighborhood to the east. The pedestrian amenities throughout the site will allow residents to exercise and use the amenities on site without having to drive. A multiuse path will be provided through the buffer area that residents can use to enjoy the lakes, visit neighbors, and access amenity areas and parks. A direct connection to the public park will also be provided.
8. ***To provide a broader range of housing opportunities within the City, including affordable housing opportunities consistent with City and Broward County guidelines*:** The Solterra PUD, originally approved in 2024, includes single-family homes, market-rate townhomes, and affordable townhomes. This diversified the housing stock and will provide much-needed housing affordability. Affordable housing will be provided in accordance with the requirements of Broward County, the City of Sunrise, and as required in the associated Development Agreement. As agreed upon in the original PUD approval, 87 affordable townhomes will be provided within the development. These townhomes will be constructed in the same high quality manner as the rest of the development and will feature an exclusive amenity area.
9. ***To provide for other limitations, restrictions, and requirements as deemed necessary due to the uniqueness of the development*:** The established Solterra PUD zoning district provides for development regulations that may not otherwise be allowed in a traditional residential zoning district. The minor changes to the regulations included in this application still allow for a high-quality residential development that will appeal to many different users while providing the extensive buffer to the surrounding multi-family residential communities.

(4) That the request is compatible with existing and proposed uses in the general vicinity.

RESPONSE: The subject property is lined by various types of residential properties including:
Golfview Gardens Apartments – a 6-story apartment complex to the north of the site.
Regency Club – a townhome community to the east and south.
Aragon – a 4-story pair of condo buildings located on the southwest of the site.
Townhomes at Aragon – a community of 2-story townhomes just north of Aragon.
Fairways of Sunrise Townhomes - a community of 2-story townhomes lining the west boundary of the site.
Quail Run – Three 4-story condo buildings located to the northeast of the site.

To the south and east of these properties are single family neighborhoods. The mix of single family and multifamily units – established in the 2024 PUD rezoning – complements the neighboring lands by providing density that is consistent with the immediately-adjacent neighbors as well as housing types that are consistent with this portion of the city.

(5) That the request will not place an undue burden on existing infrastructure and existing capacity for the property or its general vicinity or that the applicant will provide appropriate improvements to offset the impacts.

RESPONSE: The site development associated with this proposal requires approvals from various utility and municipal entities before and during permitting. Through the LUPA approval we received capacity analysis letters from City Water and Sewer departments, Broward County Mass Transit, and Broward County Environmental Engineering and Permitting Division. These entities acknowledged that capacity exists in their respective infrastructure to support the proposed development. We understand and agree that the impact this rezoning will have on adjacent properties will be addressed by the developer. The proposed development that is only possible with the proposed rezoning will contribute to the area by providing a public park, recreational spaces, and a beautiful community for future residents to enjoy. Improvements to NW 30th Place at the bridge and the intersection with Oakland Park Boulevard will help to ease the pressures of additional vehicular traffic. These agreements are in accordance with the recorded Development Agreement.

(6) That the request shall document any changed or changing conditions which make approval of the request appropriate.

RESPONSE: While the zoning district has been PUD for nearly a year, the most recent use of this land was for a golf course and country club. The decline of golf courses is well documented and a property of this size and condition is difficult to develop

piecemeal. The rezoning of this property to PUD allowed a low-intensity, context-appropriate use that benefits the City as a whole. This application follows the same proposed development, but addresses some of the inconsistencies that arose during review of various applications.

Alternative Development Standards for the Solterra PUD:

In accordance with Section 16-101(d), Planned Unit Development; Development Standards, an applicant may propose alternative development standards that are different than the requirements of the code. This PUD application proposes several such alternative development standards which are shown on the Code Deviation Table submitted as part of this application. Many of the deviations were approved as part of the 2024 Solterra PUD application. Those deviations from the 2024 approval, additional proposed deviations, revisions to previously-approved deviations, and the justifications for each, are as follows:

1. *(2024)* **Section 16-39(H): Master Development Plan – Design Standards (Sidewalks & Berms)** – The code required that internal collector drives include curvilinear sidewalks and landscaped berms along both sides of the drives. The proposed development provides straight sidewalks and does not provide a berm along the internal collector drive.

   Justification: Solterra is a walkable community that is designed in a way to connect the entire community through multiple paths, streets, and walkways. In order for this design to be effective, the paths need to be interconnected and easily traversed. A berm not only introduces a change of elevation, it also requires more distance between each side of the road. A curvilinear sidewalk also contributes to a streetscape that is inefficient for pedestrians and bicyclists. Both would increase the length of street crossings. Our plan makes walking and biking throughout Solterra an easy, pleasant, and safe experience.

2. *(2025)* **Section 16-39(H): Master Development Plan – Design Standards (Benches)** – The code requires benches, shaded from the sun, be provided along the internal collector drives and detention lake banks spaced no more than two hundred (200) feet, with an attractive refuse collector located nearby. The proposed development provides benches along the internal collector drive and multi-use path spaced no more than 500 feet, with an attractive refuse collector nearby. A minimum of 70 percent of the benches will be shaded by canopy trees.

   Justification: Due to the sheer number of lakes and the length of the collector drive, placing benches closer than 500 feet apart would require more benches than would ever be used. The code requirement would also require benches along the lake banks that are

between the lakes and the perimeter. This would create a maintenance burden that would outweigh the benefits of the benches. Instead, the benches would be placed along the collector drive and along the multi-use path. This path passes by the lakes, providing benches that allow users to enjoy lake views. A minimum of 70% of the benches will be shaded and a refuse collector will be installed by all benches.

3. *(2024)* **Section 16-39(J): Master Development Plan – Recreational Amenities** – The code required that any recreational facilities to serve the project shall be complete prior to the first residential Certificate of Occupancy. Since the project includes a variety of recreational facilities, the phasing of their construction is complex and were approved as part of the 2024 PUD as follows:

   Main Clubhouse: Prior to the issuance of the first Certificate of Occupancy for a residential dwelling unit (excluding dry models), the Permit for the Main Clubhouse must have been issued by the City of Sunrise Building Department. A Certificate of Occupancy (or T.C.O.) for the Main Clubhouse must have been issued by the City of Sunrise Building Department within 14 months after the issuance of the first Certificate of Occupancy for a residential dwelling unit (excluding dry models), otherwise no further Certificates of Occupancy will be issued until such time as the C.O. (or T.C.O.) for the Main Clubhouse is issued.
   Secondary Amenity (Affordable Townhomes Amenity): Prior to the issuance of the 1st Certificate of Occupancy for an Affordable Townhome, the Certificate of Occupancy (or T.C.O.) for the Secondary Amenity shall have been issued by the City of Sunrise Building Department.
   Pocket Parks: Pocket parks shall be completed prior to the issuance of the first Certificate of Occupancy for a residential dwelling unit (excluding dry models) adjacent to the pocket park.

   Justification: Solterra consists of a 900-unit master-planned development with parks, linear buffers, outdoor and indoor recreational opportunities, as well as pocket parks and a trail system. The project site is a former golf course mostly surrounded by existing residential communities. Construction of the full community will take 3 to 4 years. The entry road, entry area, guardhouse, perimeter buffer (excluding tree relocation) shall all be completed prior to the first Certificate of Occupancy for a residential unit (excluding dry models). Because the main amenity (clubhouse) will take 18 months to construct, whereas homes take 4 months to construct, delaying completion of homes until clubhouse completion would extend the project by over a year. To reduce the duration of unavoidable construction impacts on the surrounding neighbors, the Developer proposes the following schedule commitments:

- *Issuance of clubhouse Permit required prior to 1st residential CO (excluding dry models)*
- *Issuance of clubhouse CO (or TCO) within 14 months after issuance 1st residential CO (excluding dry models)*

With respect to the secondary amenity (serving the affordable units), the CO (or TCO) for the secondary clubhouse shall be completed prior to issuance of the first CO for an affordable unit. To reduce construction/residential conflicts within the Solterra community, pocket parks shall be completed prior to the issuance of a CO for any of the residential units adjacent to the common area.

4. *(2024)* **Sections 16-39(m): Sign on-site** – Code required signs to be placed on-site. The Solterra sign will be placed at the intersection of Sunrise Lake Drive North and Solterra Boulevard in accordance with the Development Agreement and PUD Development Program Standards approved in 2024.

   Justification: The City has entered into an agreement with the developer to allow both the signage for the Solterra community (and the public park) to be located off-site in order to be easily seen from the adjacent roadways and in order to make it easier to find the community. Since there is only one public entrance to the community, it is important to residents, guests, and emergency vehicles to make the entrance highly visible.

5. *(2024)* **Sections 16-101(d)(4): Distance between single-family homes** – A deviation was approved as part of the 2024 Solterra PUD that reduced the separation between single-family homes from fifteen (15) feet to ten (10) feet.

   Justification: Consistent with separation requirements previously agreed upon with the City and in the recorded Development Agreement. The flexibility results in the reduction of open space on the private lot and increased open space in the common areas.

6. *(Revised)* **Section 16-101(d)(6): Setbacks** – The code required a 30-foot setback from the perimeter of the P.U.D. We are proposing a 15-foot rear setback and a 5-foot side setback along the portion of the P.U.D. perimeter that abuts the park. These setbacks only apply to the residential lots along the perimeter adjacent to the park. Structures located within the public park do not have a minimum setback from the PUD boundary line, but must follow any applicable setbacks found in the Commercial Recreation Zoning District.

Justification: While the rest of the P.U.D. has a setback of over 300', the portion that *abuts the park is designed to be a bit different. This is to provide easy access to the park. The perimeter buffer continues to the north of the park, providing the same experience from all other abutting properties. The majority of the public park lies outside the boundary of the PUD. The small portion of the park that lies within the PUD boundary will be held to the same standards of the rest of the park. Setbacks will follow the requirements of the Commercial Recreation zoning district. A 15-foot rear setback and a 5-foot side setback still provides plenty of separation between the townhomes and the park and is more typical of a setback between a park and a building in a residential neighborhood. It also aligns with the yard setbacks for the residential buildings.*

7. *(2024)* **Section 16-101(d)(8): Minimum floor area (bedroom count)** – The minimum floor area that the Land Development Code allowed for a single family home was 1,650 square feet for a three-bedroom home. In 2024, a deviation was approved in order to allow a 2,298 sq ft 2-bedroom + loft model.

   Justification: In order to provide more variety in housing type within the Solterra community, one of the single-family models includes a 2-bedroom home that includes a loft area. The square footage of the model exceeds the minimum required for 3-bedroom homes.

8. *(2024)* **Section 16-101(d)(13): Open Space** – The code required that a minimum thirty-five (35) percent of the gross area of a PUD Open space is defined as pervious surfaces, plus plazas, pool decks, sidewalks and other outdoor use areas, except that lakes or other water area shall not count for more than twenty-five (25) percent of the open space requirement, unless such water area is within a recorded wetlands conservation easement in which nor more than thirty-five (35) percent of the water area shall count toward the open space requirement. The 2024 Solterra PUD established that areas included within the conservation easement count one-hundred (100) percent towards the open space requirement.

   Justification: This project is unique in that it includes a large existing wetland (conservation area) within the PUD boundaries.

9. *(Revised)* **Section 16-101(e)(6): Decorative Paving** – The code requirement was to provide decorative brick or concrete pavers in all driveways and walkways in all residential areas. This deviation would stipulate that all single-family homes and

townhomes will have decorative brick paver driveways and walkways. The walkways within common areas and the five-foot-wide sidewalks parallel to the roadway tracts shall be concrete. The ten-foot-wide multi-use path shall be integrally colored concrete (color and finish to be approved by City during site plan review).

Justification: The deviation allows the development to closer resemble traditional zoning districts. Decorative brick pavers will be provided in the driveways and walkways of all residential units, consistent with PUD requirements. The common area walkways and the five (5) foot wide sidewalks parallel to the roadway tracts shall be concrete in accordance with Section 16-182(d) of the Land Development Code. The multi-use path shall be colored concrete since concrete surfaces are better suited for areas where wheeled activities and increased pedestrian traffic is expected.

10. *(2024)* **Section 16-101(e)(7): Required garages** – This request, which was approved in the 2024 PUD rezoning, is to permit one-car garages whereas two-car garages are required by the Land Development Code for single-family homes.

    Justification: ***Consistent with garage requirements previously agreed upon with the City and in the recorded Development Agreement. Houses with one-car garages can be built with a narrower frontage than that of a house with a two-car garage. This promotes a more walkable neighborhood with shorter distances between homes and open space.***

11. *(2024)* **Section 16-101(e)(8): Required garages** – This request, also approved as part of the 2024 PUD rezoning, provides that up to fifty (50) percent of the multi-family units are not required to have a garage or access to on-site parking garage whereas a one-car garage is required by the Land Development Code for multi-family units.

    Justification: ***Consistent with garage requirements previously agreed upon with the City and in the recorded Development Agreement. Allowing townhomes to be built without a garage permits a mix of housing types within the P.U.D. that can address the availability of affordable housing. Sufficient parking will be provided adjacent to every unit.***

12. *(2024)* **Section 16-101(e)(13): Perimeter wall** – Code required a minimum 6-foot-high decorative precast or concrete wall along the perimeter of the PUD that is directly adjacent to any single family uses. The City defines fee-simple townhomes as a single-

family use. As approved in the established PUD, no perimeter wall will be provided between the adjacent townhomes and the PUD.

Justification: The provided buffer was thoughtfully designed after multiple meetings with the surrounding developments in order to provide a visually appealing separation between the PUD and the adjacent properties. A six-foot-high wall would obscure the view into the natural areas on the site. It would also require more maintenance and – most importantly – is not wanted by the neighbors. The 230' buffer provides more than enough separation and screening.

13. *(2024)* **Section 16-101(e)(18): Electrical Vehicle (EV) Charging Stations** – The code required that two (2) percent of all required parking spaces shall be EV charging spaces. In 2024, a deviation was approved as part of the Solterra PUD rezoning that set the minimum number of EV spaces as follows:

    Single family: One rough electrical (conduit/box) for future EV station per garage. An optional EV charging station will be offered.
    Townhome with garage: One rough electrical (conduit/box) for future EV station per garage. An optional EV charging station will be offered.
    Townhome without garage: Minimum two (2) percent of total required parking
    Clubhouse: Minimum two (2) percent of total required parking

    Justification: All surface parking will meet the PUD's requirement of two (2) percent EV charging spaces. In addition, all garage parking spaces will have an option for an EV charging station. Providing the EV charging station as an option allows for the buyers to select if currently needed, while avoiding additional costs for buyers that don't have a need for it now. All homes will have rough electrical installed for future EV stations, so that an EV charging station can easily be added in the future when needed.

14. *(2024)* **Section 16-101(k)(5): Design Standards – Decorative Pavers** – The code required decorative pavers for project entryways, the intersections of internal circulation drives, and for all driveways to each required garage. As shown in the approved master plan, pavers will be installed at project entryway but will not be installed at the intersection of internal circulation drives. Driveways to all garages will be made of decorative pavers. This deviation was approved as part of the 2024 Solterra PUD.

Justification: Due to the size of the development, providing decorative pavers at each intersection would create an unnecessary maintenance burden during the multi-phased construction of the site. Traffic and circulation would be impacted while the pavers were installed and construction equipment could damage the pavers, requiring additional repairs. The streetscapes – including intersections – will be elegantly framed by beautiful landscaping, creating a pleasant pedestrian experience without the need for additional pavers.

15. *(Revised)* **Section 16-117(b): Yard Encroachments** – The code does not give specific setbacks for air conditioner units, at-grade patios, or decorative wing walls. Instead, the code requires that no improvement may be made within any required yard unless expressly provided within the code. We are proposing setbacks for air conditioner units, at-grade patios, and decorative wing walls as follows:

    Air conditioners and at-grade patios may encroach into street-side, interior side, and rear yard setbacks, provided that no slab shall be closer than 1' from a side property line for townhomes or 5' from a rear property line for townhomes and single-family lots and is consistent with page 10 of the PUD document. Decorative wing walls may encroach into street-side and interior side yard setbacks up to 1'-6".

    Justification: Because of the proximity of single-family homes and townhome units to each other and the effort to make the rear yards as usable as possible, a 1-foot setback from the side yards is necessary for air conditioners and at-grade patios. The rear yard setback is more restrictive than the accepted 3-foot setback used in other districts. This ensures that the noise produced by the units will not severely affect back-to-back properties. These setbacks prohibit the installation of units in front of buildings and create an easy-to-follow rule for the location of new units within the community. Allowing the decorative wing walls to encroach into the side yard setbacks promotes the architectural style and recognizes that the projection is not an integral part of the home, but merely an architectural projection.

16. *(2025)* **Section 16-125(b): Open Storage, Garbage and Refuse** – The code requires that a garbage or refuse container and a second container, which shall be used solely for the disposal of recyclable materials, shall be stored within an architectural enclosure sufficient in height and design to screen such containers from the public view. We are proposing to store recycling containers adjacent to the dumpster enclosures and screened to the rear by the enclosure, to the sides by hedges maintained high enough to screen the containers from view, and to the front by an opaque gate that provides access to the bins.

Justification: In order to minimize the visual impact of the dumpster enclosures from the adjacent residences, the enclosure will only be large enough to fit the dumpster. The recycling bins will still be screened from view, but will be screened using a combination of the adjacent dumpster enclosure, hedges, and gates. This provides easy access to the bins for the residents while also breaking up the view of the enclosure.

17. *(Revised)* **Section 16-142(b)(1): Off-Street Parking, Location, Character and Size – Minimum Parking Space Size** – The code requires parking spaces in residential districts to be a minimum of ten (10) feet wide and twenty (20) feet long. Reductions in the spaces for the units were approved as part of the 2024 PUD rezoning. The applicant is proposing a reduction to the clubhouse parking spaces so that they blend in seamlessly with the surrounding parking spaces. The requested parking space dimensions are as follows:

    Single Family:
    Parking spaces: 9' x 18'
    1-car garage spaces: 10'-8" (10.67') x 18'-11" (18.92')
    2-car garage (combined): 20' x 19'

    Townhomes:
    Parking spaces: 9' x 19'
    Garages: 11' x 19'-4" (19.33')

    Clubhouse:
    Parking spaces: 9’ x 18’

    Justification: Consistent with the parking requirements previously agreed upon with the City and in the recorded Development Agreement. These reduced parking space sizes are consistent with the minimum sizes in various local municipalities and serves to prioritize landscaping over paved parking or oversized garages. By reducing the amount of space wasted on parking, more natural areas can be enhanced, adding to the attractiveness and accessibility of the neighborhood.

18. *(2025)* **Section 16-150(1)(a): Minimum Light Levels within Walkways** – The code requires walkways to be illuminated by lighting that produces no less than 1.5 foot candles at grade. The applicant is proposing to lower the minimum lighting requirement to 0.6 foot candles.

Justification: The requirement of a minimum 1.5 footcandles of light is equivalent to the City's requirement for public roads and parking lots. Solterra provides sidewalks flanking each street and a walking path that winds through the development and into the buffer. Requiring such bright lighting would be a nuisance to the adjacent homes and necessitate either spots with incredibly high footcandles at the light source or so many bollard lights that the walkways and paths would become an eyesore. The proposed minimum of 0.6 foot candle of light at grade provides safety while at the same time preserving the aesthetics of the multi-family development. It should be noted that the lighting on the majority of the walkways will exceed the original 1.5 foot candle requirement.

19. *(2025)* **Section 16-150(1)(e): Overspill of Lighting onto Adjacent Properties** – The code states that overspill of lighting onto adjacent properties shall not exceed five tenths (0.5) footcandles measured on a vertical plane beginning three (3) feet above grade at the property line. Since the right-of-way that abuts the public park includes well-lit pedestrian paths, the applicant is proposing a deviation in only these areas. There shall be no spillover from residential lots. The three areas where this deviation applies are as follows: 1) where NW 30th Street intersects with NW 76th Avenue; 2) where NW 30th Street intersects with NW 73rd Terrace; and 3) where the park abuts Solterra Boulevard.

    Justification: This is to provide enhanced security by lighting the sidewalks that are adjacent to the park with pedestrian-scale lighting that is bright enough to meet the proposed minimum foot-candles for pedestrian walkways. Pedestrians will be able to see along the sidewalks and along the entrances to the public park without having to go through poorly lit areas. It also allows a better view inside the property lines of the park, providing additional security between a public space and a residential development.

20. *(2025)* **Figures VII-1 & VII-2: Parking Stall Dimensions** – The dimensions shown in figures VII-1 and VII-2 are not inclusive of any curbing. We are allowing the width of the valley gutter that runs along the outside of the drive aisles to be included in the minimum depth of the adjacent parking spaces.

    Justification: The code requires valley gutters along all rights-of-way. In order to provide the valley gutters in the areas with abutting parking stalls, the depth of the parking stalls includes the width of the valley gutter. This reduces the amount of paved surface needed in order to provide sufficient parking dimensions. The gutters will be aligned with the very back of the parking space, allowing it to remain unobstructed even when a car is parked.

21. *(2024)* **Section 16-165(d)(2) & (3): Plant Material: Slow Growing & Size at Maturity** – The code required no more than 25% of the total trees counted for code to be slow-growing. In the 2024 PUD Development Program Standards, a deviation was granted that allowed trees for the townhomes with garages to not count against the overall total for slow-growing trees.

    Justification: Because of the limited amount of planting space in front of townhomes with garages, there is no option to provide large canopy trees. The majority of the pedestrian zone will be occupied by driveways, making planting large trees impossible. Exempting these trees from the 25% limit on slow-growing trees allows a normal mix of trees throughout the development.

22. *(Revised)* **Section 16-169(b)(1): Min. Landscape Requirements for Multi-family – Perimeter** – The code requires a ten (10) foot wide landscape buffer with one (1) tree every twenty-five (25), a six (6) foot wall, and mid-level landscaping. The applicant is proposing no additional buffer required between the townhomes (with or without garages) and the perimeter open space or adjacent development as well as mid/upper-level landscaping maintained at 3- to 5-feet.

    Justification: There is a 300-foot setback from the boundary of the property with 230-foot buffer along the east, south and west and a pubic park along the northern boundary of the site. The entire buffer will include the code-required trees. A perimeter wall would prevent either the adjacent development or the proposed multi-family from benefiting from the views into the wide, landscaped buffer including a meandering lake system. Providing perimeter landscaping between 3-5 feet provides a sense of division between the lots without relying on a wall. A 6-foot-high wall will only be provided between the adjacent public park and the abutting multi-family buildings. In some instances, the wall will be built within the PUD as the boundary encroaches into the public park.

23. *(2024)* **Section 16-169(d)(1): Min. Landscape Requirements for Multi-family – Pedestrian Zone Size** – The code required a pedestrian zone landscaping area between building façades and parking areas. The width was required to be half height of building or ten (10) feet, whichever is greater. In the 2024 Solterra PUD, a deviation was granted to allow the length of the LPZ to be reduced due to the constraints of the area created by required driveways and walkways. NOTE: The width as described in the code is actually depth and the length is really width. We have corrected this in the PUD document and the deviation table.

Pedestrian Zone Landscaping Size: Townhomes with garages: the minimum width shall be five (5) feet in total as the lot is twenty-three (23) feet wide and the driveway is eighteen (18) feet. The minimum depth of the pedestrian zone landscaping shall be ten (10) feet at the front façade and five (5) feet at the side and rear façade. The pedestrian zone does not extend the whole length of the side façade.

Justification: The townhome lot is twenty-three (23) feet wide and the driveway serving the townhome with a garage is eighteen (18) feet wide leaving on a five (5) foot minimum total width. The size of the pedestrian zone allows a consistent amount of landscaping around the buildings while accounting for the small sizes of the landscape areas.

Pedestrian Zone Landscaping Size: Townhomes without garages: the minimum length shall be fifteen (15) feet as the lot is nineteen (19) feet and the walkway is four (4) feet. Pedestrian zone shall include mid and low-level planting.

Justification: The townhome lot is nineteen (19) feet wide, and the walkway is five (5) feet. The trees provided for the LPZ are greater than what is required by code. The reduction in the façade foundation planting allows greater flexibility in the landscape design for the building facades that do not face the street.

24. *(2024)* **Section 16-169(d)(2): Min. Landscape Requirements for Multi-family – Plant Material and Tree Spacing/Number in Pedestrian Zones** – The code required a tree every 30 feet in the pedestrian zone along with upper, mid, and low-level plantings. The following deviation was approved as part of the 2024 PUD rezoning.

Pedestrian Zone Landscaping Materials: Townhomes with garages: One (1) tree shall be provided for every two units, or fraction thereof, and shall be located within the adjacent Access and Utility Tract. One (1) tree, or one (1) palm, or a cluster of at least three (3) palms, shall be provided for every unit but does not necessarily need to be planted on each unit's lot. For example, a 7-unit building shall have at least 7 trees or cluster of three palms for each building.

Pedestrian Zone Landscaping Materials: Townhomes without garages: One (1) tree shall be provided for every eight (8) parking spaces. These trees shall be provided within the adjacent Access and Utility Tract. One (1) tree, or one (1) palm or a cluster of at least three (3) Palms shall be provided for every unit and are to be located on the lot.

Justification: The change in required material reflects the size and shape of the pervious areas in which the plants will be installed. The options provide flexibility for the species of trees installed and the availability when ordered.

25. *(2024)* **Section 16-169(d)(3): Min. Landscape Requirements for Multi-family – Tree Height in Pedestrian Zones** – The code required trees to be 14-16ft when the façade height is 15-25ft. Palms to be 16-20ft. In 2024, a deviation was granted as part of the rezoning to allow small to medium sized trees/palms to be used. Trees must be 12-14ft at instillation. Palms must be 16-20ft at installation.

    Justification: A smaller size minimum for trees accounts for the availability of trees when they are installed.

26. *(2024)* **Section 16-172(f)(1)(b): Tree Preservation – Tree mitigation for relocated trees** – The code only provided for half credit for relocated trees. A deviation was granted to provide full credit toward equivalent replacement if the trees are non-specimen trees (trees less than eighteen (18) inches in caliper) in the 2024 PUD rezoning.

    Justification: The requirement of only receiving half credit toward equivalent replacement financially disincentivizes the relocation of non-specimen trees. The proposed plan includes the relocation and preservation of non-specimen trees as opposed to removing the existing trees and installing all new trees. There is a high environmental value in relocating even non-specimen trees and allowing them to count for equivalent value provides an incentive to relocate the trees to keep the canopy.

27. *(2025)* **Section 16-182(g): Property Line Radii** – The code requires a minimum of 25-foot radius at street intersections. The applicant is proposing property line radii no less than 15-feet at intersections.

    Justification: Smaller radii at intersections provides a safer crossing for pedestrians and requires automobiles to drive slower to avoid hitting the curb. Since Solterra is being designed to be a walkable community, the smaller radii is needed.

28. *(2024)* **Section 16-182(i): Access Location, Character and Size - Drive Aisles** – Before the approved 2024 Solterra PUD, all residential streets, both public and private, were required to comply with the requirements as set forth in Figure IX-6 of the Land Development Code. The streets in the Solterra PUD are designed based on street

hierarchy, location, existing conditions, and the context of its use. Because of this, the following deviations from Figure IX-6 are proposed:

a. Curbs shall be either valley gutter, Type "F" curb and gutter, or Type "D" curb
b. Overall ROW width for emergency access: 28'
c. Minimum overall ROW width for Local Roadways: 40'
d. Minimum lane width: 11'
e. Sidewalk options: two sidewalks, one 10-foot-wide multi-use path, or a combination of one sidewalk and one 10-foot-wide multi-use path
f. Minimum sodded swale: 0' where on-street parking abuts a sidewalk

Justification: Narrower drive aisles provide safety and walkability. Cars typically drive slower in lanes that are narrow. An 11-foot-wide travel lane is sufficient for cars to navigate, while creating a safer pedestrian experience through the use of shorter crosswalks. The changes in curbing and sodded swale are necessary to account for the various street types and uses adjacent to them. Total combined sidewalk width never drops below 10-feet, which is the amount required by code (5' + 5'). Providing various streetscape designs allows more use of the sidewalks/paths by providing more width in places that need it.

I hope this letter clearly illustrates how our application meets the criteria that is required of Planned Unit Developments in the City of Sunrise. If you have any questions or concerns, please contact me at (954) 739-6400 x344 or by email at medge@craventhompson.com.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

Matthew R. Edge

MATTHEW R. EDGE, CNU-A
Land Planner

NOTICE OF PUBLIC HEARINGS

The City has received an application for approval to **Rezone** property that is near your home or business in order to develop a residential development. The proposed development is generally located south of NW 30 Place, between Aragon Boulevard and E. Sunrise Lakes Drive, Sunrise, Florida as shown on the attached map. The applicant has requested to change the zoning of the property from CR (Commercial Recreation District) and RM-10 (Low Medium Multifamily Residential District) to Planned Unit Development District (PUD). You are receiving this notice because you own property within 500 feet of this location. City staff has determined that this application meets all applicable code requirements. Therefore, it will be placed on the Local Planning Agency agenda and the City Commission quasi-judicial hearing agenda for further action. **The following hearings will occur in the Sunrise City Hall Commission Chambers at 10770 W. Oakland Park Boulevard, 1st Floor - Sunrise, FL 33351:**

Local Planning Agency	Monday, 09/15/25 at 4:45 p.m.	Public Hearing
City Commission Meeting	Monday, 09/15/25 at 5:00 p.m.	1st reading of ordinance at quasi-judicial hearing
City Commission Meeting	Tuesday, 09/23/25 at 5:00 p.m.	2nd reading of ordinance at quasi-judicial hearing

This application is on file in the Community Development Department of the City of Sunrise, 10770 W. Oakland Park Boulevard, 2nd Floor - Sunrise, FL, and may be viewed by any interested person Monday through Friday (excluding City holidays) between 9:00 a.m. and 4:30 p.m. or requested via AskZoning@sunrisefl.gov.

The Local Planning Agency and the City Commission will be meeting in-person; however, the public may attend and participate in the meetings in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to comment during public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

You may be an "Affected Party," which is someone who will suffer an adverse effect to a legally recognizable interest if the City's Comprehensive Plan requirements and Land Development Regulations are not properly applied, as set forth in Section 16-277 of the City's Code of Ordinances. **If you want to attend the quasi-judicial hearings as an Affected Party, you must file a written notice of appearance with the Community Development Department by 4:30 p.m. on the last business day before the hearing.** The notice of appearance shall state with particularity the Comprehensive Plan requirement or Land Development Regulation the person asserting affected party status contends is not being properly applied and the nature of the affected party's legally recognizable interest that may be affected by the City's approval of the land development application. Forms are available online at www.sunrisefl.gov in the Community Development Document Library.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. See section 286.0105, Florida Statutes.

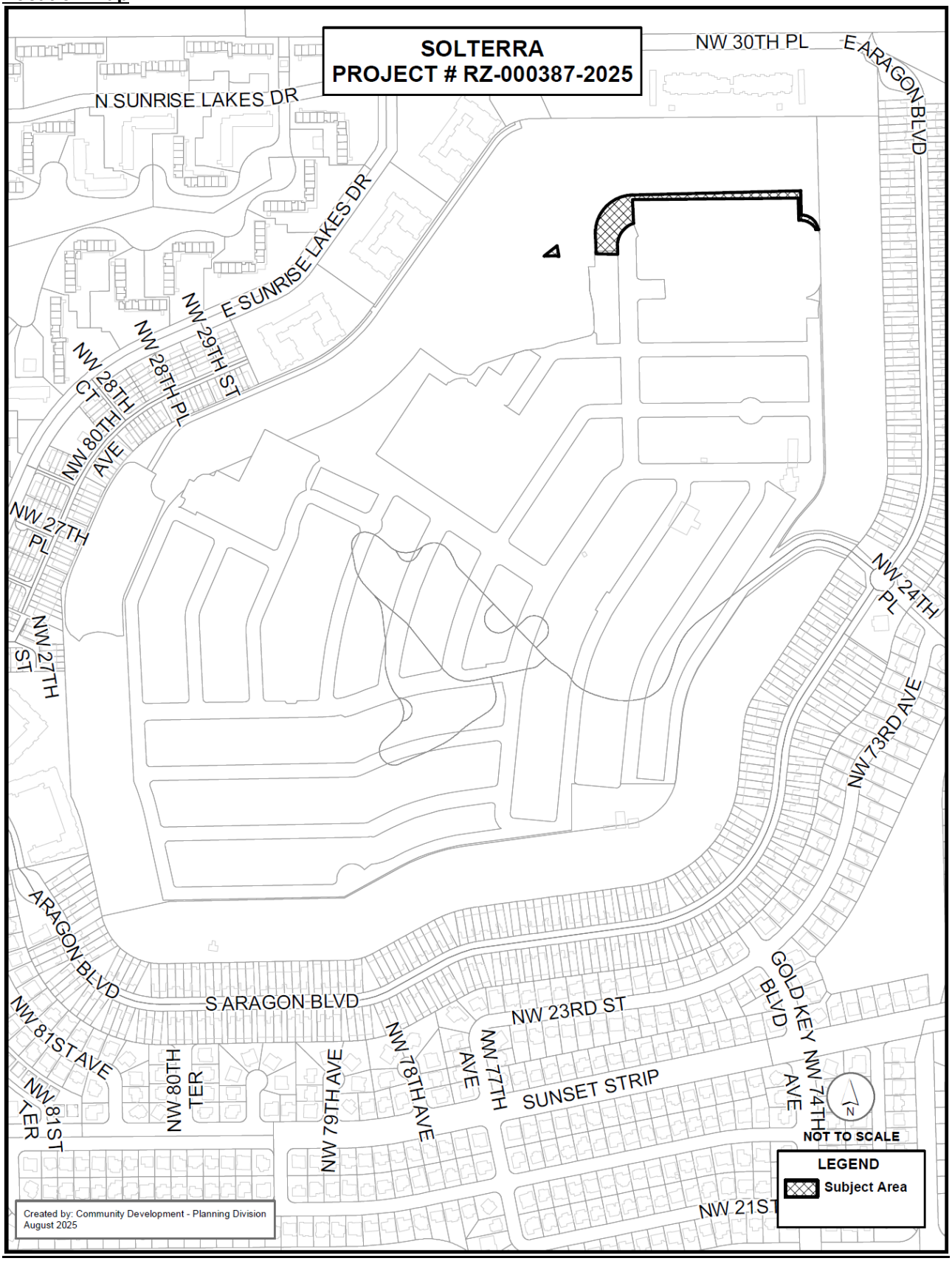
The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and Fla. Stat. § 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

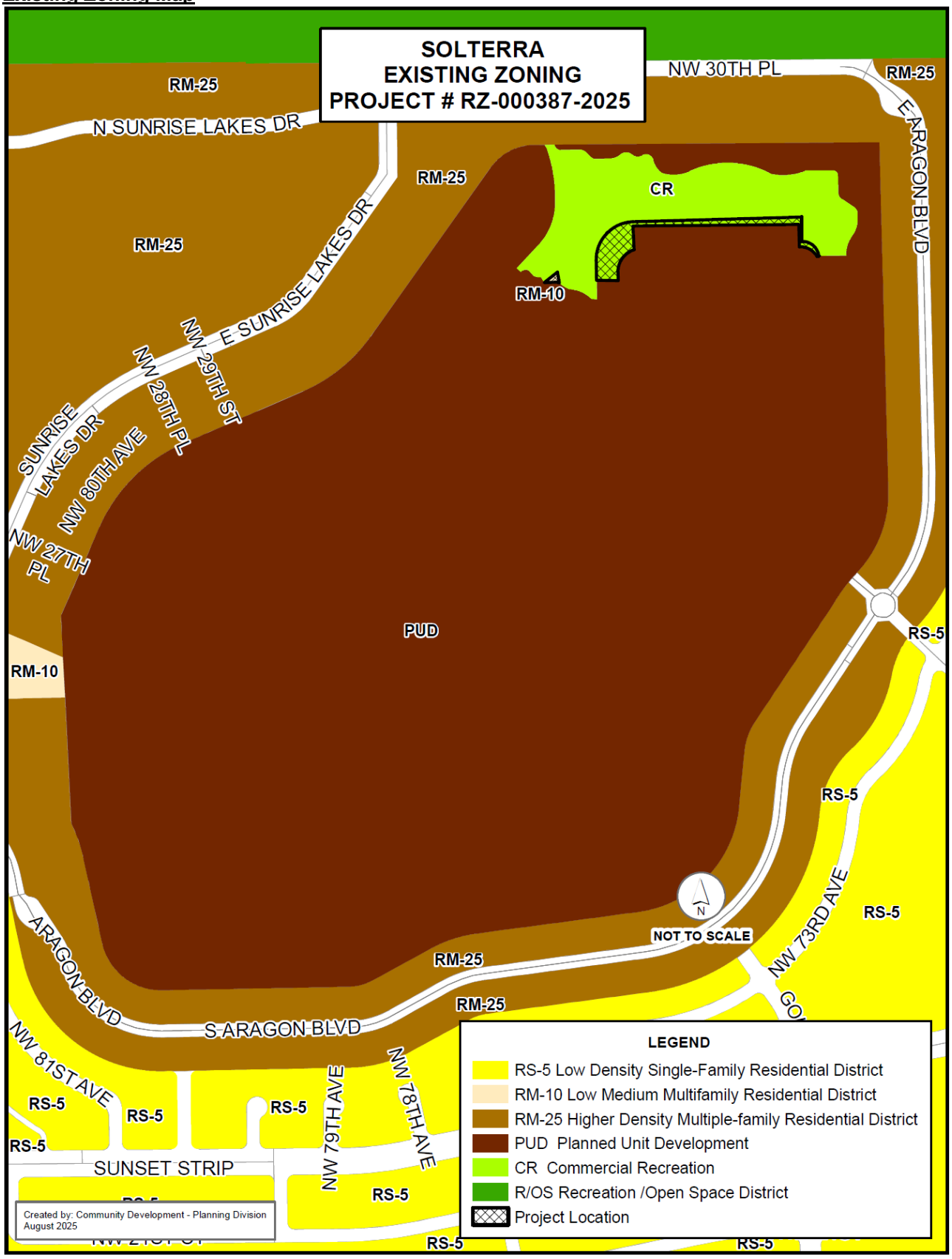
If you have any questions about this notice, then please contact City staff in the Planning Division at (954) 746-3281 or e-mail AskZoning@sunrisefl.gov.

Notification Date: August 29, 2025

Location Map



Existing Zoning Map



CITY OF SUNRISE
NOTICE OF PROPOSED ZONING CHANGE

The City of Sunrise proposes to adopt by ordinance the following amendment to the City's Zoning Map:

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A REZONING FROM CR (COMMERCIAL RECREATION DISTRICT) AND RM-10 (LOW MEDIUM MULTIFAMILY RESIDENTIAL DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT OF APPROXIMATELY 0.77 ACRES OF LAND GENERALLY LOCATED SOUTH OF NW 30 PLACE, BETWEEN ARAGON BOULEVARD AND E. SUNRISE LAKES DRIVE, WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA; AMENDING THE ZONING DISTRICT MAP TO REFLECT THE REZONING; APPROVING DESIGN GUIDELINES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CC Homes at Sunrise, LLC has applied to the City to rezone the property. The proposed rezoning is generally south of NW 30 Place, between Aragon Boulevard and E. Sunrise Lakes Drive, in Sunrise, Florida, as shown on the attached map.

The Applicant has requested to change the zoning of the property from CR (Commercial Recreation District) and RM-10 (Low Medium Multifamily Residential District) to Planned Unit Development (PUD) District. The application is on file in the Community Development Department, 10770 W. Oakland Park Boulevard, 2nd Floor - Sunrise, Florida 33351, and may be viewed between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday (excluding City holidays). City Staff has determined that this application meets all applicable code requirements. Therefore, it will be placed on the quasi-judicial hearing agenda for City Commission action. **The following hearings will occur in the Sunrise City Hall Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor - Sunrise, FL 33351:**

Local Planning Agency	Monday, 09/15/2025 at 4:45 p.m.	Public Hearing
City Commission	Monday, 09/15/2024 at 5:00 p.m.	1st reading of ordinance
City Commission	Tuesday, 09/23/2025 at 5:00 p.m.	2nd reading of ordinance

The City Commission and the Local Planning Agency will be meeting in-person. The public may attend and participate in the meetings in person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to make a comment during the public hearing or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

You may be an "Affected Party", which is someone who will suffer an adverse effect to a legally recognizable interest if the City's Comprehensive Plan requirements and Land Development Regulations are not properly applied as set forth in Section 16-277 of the City's Code of Ordinances. **If you want to attend the quasi-judicial hearing as an Affected Party, you must file a written notice of appearance with the Community Development Department by 4:30 p.m. on the last business day before the hearing.** The notice of appearance shall state with particularity the Comprehensive Plan requirement or Land Development Regulation the person asserting affected party status contends is not being properly applied and the nature of the affected party's legally recognizable interest that may be affected by the City's approval of the land development application. Forms are available online at www.sunrisefl.gov (in the Community Development Document Library).

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105. If you plan to distribute written documents at the meeting, you must provide 10 copies to the City Clerk prior to the start of the meeting.

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting, should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

AD RZ-091525-Solterra Rezoning TPCSSA7862182-1

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 14A **Meeting Date:** 9/15/2025

City Reference Number (C#): C25221

Item Description:

A Resolution of the City of Sunrise, Florida, Awarding RFP No. 25-03-02-JC and "Standard Contract No. 25-03-02-JC between the City of Sunrise, Florida and Vetted Security Solutions LLC" for Automated License Plate Readers; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

Funding:

Various Police Department Departmental Accounts - Fund 001
Police Forfeiture Accounts - Fund 194

Amount:

Cost for years 1 and 2 - $1,597,582.24

Not to exceed budgeted funds for FY 2024/2025
Subsequent years' expenditures subject to budget approval

The City will also separately be responsible for paying for all associated permit fees for this ALPR project.

ATTACHMENTS:

ATY Resolution - C25221
Standard Contract No. C25-03-02-JC
Final Ranking
Memorandum - CAO - Expenditure of Forfeiture Funds
Sunbiz - Vetted Security Solutions LLC
Chief of Police - FL Contraband Forfeiture Act Certificate of Compliance

Background:

The City of Sunrise has identified Automated License Plate Reader (ALPR) technology as a critical tool for enhancing public safety, investigative efficiency, and real-time crime prevention. ALPR systems provide automated, accurate, and rapid scanning of license plates, enabling our police officers to proactively prevent and deter crime and tremendously improve the overall safety of our community. This Agenda Item is for the turnkey installation of an ALPR system throughout the City across 156 locations. The system is complete and fully functional with all specified hardware, accessories and ancillary components for use. Services include the installation and deployment of 226 fixed cameras strategically located on major roadways, intersections, and City entry/exit points, including obtaining necessary permits.

On March 7, 2025, the City issued Request for Proposals (RFP) No. 25-03-02-JC for these services. A non-mandatory pre-proposal meeting was held on March 19, 2025 with four (4) prospective proposers in attendance. Proposals were due on April 11, 2025, and four (4) submittals were received.

The Selection Committee evaluated the four (4) proposals and completed an initial ranking of the firms according to the criteria set forth in the RFP. The initial ranking was based upon the overall evaluation of the following categories: hardware, ancillary components, implementation approach, and cost proposal. The Selection Committee arrived at a consensus for the ranking and shortlisted three (3) firms.

The three shortlisted proposers were invited to give presentations that included: (1) demonstrations of the physical cameras, and (2) images or live streams captured by the equipment. A question and answer session, followed each presentation to help the committee better understand each proposer's capabilities in handling the complexities of the scope of work.

In accordance with Section 4.12 of the RFP documents, *the City reserves the right to request one or a series of best and final offers if information is obtained during the evaluation that makes it necessary to clarify the requirements and request a best and final offering (BAFO).* A BAFO request was sent to all shortlisted firms with a due date of June 2, 2025 to ensure all clarifications and required information were included with their best offer. Following the presentations, question and answer session, and BAFO, the Selection Committee reconvened to

re-rank and agree on a final ranking and Vetted Security Solutions LLC (Vetted) was the highest ranked firm.

Staff held a meeting with Vetted to negotiate pricing, terms, and conditions. Vetted confirmed that their submitted BAFO was the best and most comprehensive proposal they could provide. All references for Vetted's performance were favorable on projects of similar scope with the following governmental entities: City of Weston, City of Sunny Isles Beach, and City of Cooper City.

These services will be partially funded by forfeiture funds and the City Attorney's Office has affirmed this purchase is a permissible expenditure. The remainder of the funding has been added to the FY 2024/2025 Police Department budget via Budget Amendment for this purpose. Separately, the City will pay for any required permits necessary to effectuate this project.

Staff is recommending that the City Commission award the Contract to Vetted Security Solutions LLC, which shall be for a period of two years with the option to renew for two additional, two year periods. Pricing shall remain firm for the initial contract period of two years and extensions shall be subject to published price increases by manufacturers, but shall not exceed 5% annually.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Victoria Hernandez Phone: 954-572-2276

Department Head Name and Title:
Daniel Ransone, Chief of Police

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AWARDING RFP NO. 25-03-02-JC AND "STANDARD CONTRACT NO. 25-03-02-JC BETWEEN THE CITY OF SUNRISE, FLORIDA AND VETTED SECURITY SOLUTIONS LLC" FOR AUTOMATED LICENSE PLATE READERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise has identified Automated License Plate Reader technology as a critical tool for enhancing public safety, investigative efficiency, and real-time crime prevention; and

WHEREAS, the City's FY 2024/2025 budget appropriated Federal (Treasury) Law Enforcement Forfeiture Funds to the Police Department for the purchase of Automated License Plate Readers.

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

Section 1. The award of RFP No. 25-03-02-JC for Automated License Plate Readers to Vetted Security Solutions LLC is hereby approved in an amount not to exceed the FY 2024/2025 approved budgeted funds, with subsequent years' expenditures subject to budget approval. Expenditure of Federal (Treasury) Law Enforcement Forfeiture Funds in the amount appropriated in the FY 2024/2025 budget for Automated License Plate Readers is hereby approved.

Section 2. "Standard Contract No. 25-03-02-JC between the City of Sunrise, Florida and Vetted Security Solutions LLC" (Contract), in the form or substantially the same form attached to the accompanying Agenda Item Request, is hereby approved subject to final review and approval by the City Attorney. A copy of the approved Contract will be attached hereto and made part of this Resolution as Exhibit A.

Section 3. The Mayor is hereby authorized to execute the Contract.

Section 4. City staff are hereby authorized to perform all acts required for the complete performance of the Contract, including executing additional forms necessary for continuity of services and executing extensions or renewals in accordance with the terms

of the approved Contract. The Procurement Manager shall provide the City Clerk with a copy of all executed extensions or renewals.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency.

_____
Thomas P. Moss

STANDARD CONTRACT NO. 25-03-02-JC
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND VETTED SECURITY SOLUTIONS LLC

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Vetted Security Solutions LLC, a Florida Limited Liability Company (hereinafter referred to as the "Contractor"), whose address is 4185 35th St N, St. Petersburg, FL 33714 and whose Federal Identification Number is 45-5289377, incorporates Request for Proposals (RFP) No. 25-03-02-JC, Contractor's Proposal, and Contractor's Best and Final Offer (BAFO) as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for Automated License Plate Readers as set forth in this Contract and as further in Exhibit A – Scope of Services, Exhibit B – Project Deliverables and Payment Milestones, Exhibit C - Appendix II to Part 200 and corresponding forms, Exhibit D - Affidavit of Compliance with Human Trafficking Laws, Exhibit E – Contractor's Best and Final Offer (BAFO), Exhibit F -– City's RFP Document, Exhibit G - Contractor's RFP Response, , which are attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Ryan Reardon, Major telephone number (954) 764-3558 or designee.

The Contractor's representative during the performance of this Contract shall be: Mike Reese: phone 727-902-1173, email mreese@vettedsecurity.com.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit B. The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or

invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

- Invoices will be submitted in accordance with the milestone schedule listed below in Exhibit B.
- Final invoicing will include any remaining balances related to services, licensing, software, or data storage not previously invoiced.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for two (2) years, commencing upon an executed contract. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional two (2) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager or designee.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Terms Relating To Price

The cost of all services shall remain firm for the initial Contract period of two year(s). No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

Costs for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on published price increases by product manufacturers and shall not exceed five percent (5%) annually.

If an increase beyond 5% is proposed, Vetted will issue written notice 60 days prior to the requested effective date. Any change above 5% will require mutual approval and executed amendment.

No refunds or pro-rated returns of fees will be offered for partial completion or early termination unless otherwise required by law.

If the customer terminates the agreement for any reason, Vetted shall issue an invoice within fifteen (15) days for any completed work, materials that cannot be returned, and all other incurred costs. The City shall be liable for all documented termination-related costs.

Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees, at its sole expense, to maintain during the life of this Contract the insurance coverages and limits required under the City of Sunrise’s Standard Contract and applicable law. Contractor shall provide proof of such insurance to the City under separate cover, including all required endorsements, certificates of insurance, and any additional insured designations, prior to the commencement of work. All insurance shall be maintained on a **primary and non-contributory basis**. The requirements contained herein, and the City’s review or acceptance of such insurance documentation, shall not limit or modify the Contractor’s liability obligations under this Contract or the governing Scope of Work. Any

insurance coverage maintained by the City shall apply in excess of, and shall not contribute with, the insurance required of the Contractor. If any required insurance coverage is issued on a claims-made basis, coverage shall be maintained for a minimum of three (3) years following the termination of this Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

7.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise”.

7.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

7.5 Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

7.6 Cyber and Privacy Liability Insurance: Contractor agrees to maintain Information Security/Cyber and Privacy Liability at a limit of liability not less than $1,000,000 Per Claim, $1,000,000 Annual Aggregate, or a $1,000,000 Combined Single Limit. For policies written on a “Claims-Made” basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

7.7 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a

policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

7.8 Certificate(s) of Insurance**.** Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:	Copy to:
City of Sunrise Attn: Procurement Manager Purchasing Office 10770 West Oakland Park Blvd. Sunrise, Florida 33351 purchasing@sunrisefl.gov	City of Sunrise Attn: Risk Manager Risk Management Division 10770 W. Oakland Park Blvd. Sunrise, FL 33351 riskmanagement@sunrisefl.gov

7.9 Umbrella or Excess Liability. Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **$2,000,000** Each Occurrence **$2,000,000** Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

7.10 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

8. Performance and Payment Bond

The Contractor shall furnish a separate performance and payment bond covering the sum of **$1,000,000.00** to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such

performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification (Mutual)

To the fullest extent permitted by law or otherwise stated in this Contract, each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, agents, employees, and volunteers (the "Indemnified Party") from and against all third-party tort claims and money damages (including reasonable attorneys' fees, court costs, or dispute resolution expenses) arising out of or resulting from the performance of work under this Contract, including but not limited to claims arising from camera hardware, software, installation, maintenance, warranty services, data handling, cybersecurity events, or misuse or unauthorized disclosure of protected or private information:

1. Provided such Liability is caused in whole or in part by the negligent acts, errors, omissions, or professional wrongful acts of the Indemnifying Party, its subcontractors, or anyone directly or indirectly employed or engaged by the Indemnifying Party; and
2. Does not arise solely from the negligence or misconduct of the Indemnified Party's employees acting within the scope of their employment

Each Party reserves the right, but not the obligation, to participate in the defense of any such claim without relieving the Indemnifying Party of its obligations under this section.

In the event of a conflict between this mutual indemnity clause and any other indemnity clause in the Contract, related attachments, or ancillary agreements, this clause shall prevail.

This indemnity obligation applies to Liability amounts exceeding any applicable limitation of liability provisions, but only to the extent such excess is accepted without reservation by the Indemnifying Party's insurer.

This section shall survive the completion or termination of this Contract for a period not to exceed three (3) years, or the applicable statute of limitations, whichever is greater.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida.

Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraphs 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. 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 Contract and that it has not paid or agreed to pay any company or person, 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 Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid,

proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to: Mike Reese: phone 727-902-1173, email mreese@vettedsecurity.com.

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

Delays Outside Vetted's Control
Any of the following events shall not be subject to penalty or punitive damages:

- Permit or utility clearance delays beyond Vetted's filing
- Severe weather or natural disaster events
- Nationwide or global supply chain disruptions
- City-requested changes impacting timeline
- Utility conflicts, third-party access, or scheduling barriers
- Civil unrest, public health emergencies, or governmental closures

Mitigation and Communication
If delays are anticipated, Vetted will provide written notice detailing the nature and duration of the delay. The City shall acknowledge and collaboratively review the path forward. Notably, delays outside Vetted's control will not impact or delay the disbursement of milestone payments for Project Kickoff or Equipment Procurement.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b)

upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) 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 term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract with Exhibits, the City's RFP, and Contractor's Proposal.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

33.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

36. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Affidavit of Compliance with Foreign Entity Laws contained in the Contractor's submittal, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

38. Human Trafficking

Pursuant to Section 787.06(13), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for

labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed required affidavit, Exhibit D, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the parties made and executed this Contract on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and Contractor by its duly authorized representative.

CITY OF SUNRISE

By:_____

Michael J. Ryan, Mayor

Date: _____

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

Date:_____

(SEAL)

Approved as to form and legal sufficiency for the City

By:_____
Thomas P. Moss
City Attorney

CONTRACTOR

Vetted Security Solutions LLC

_____ By:_____
Witness

_____ Title:_____
Witness

Date:_____

EXHIBIT A
SCOPE OF SERVICE / SPECIFICATIONS

The City of Sunrise has identified Automated License Reader (ALPR) technology as a critical tool for enhancing public safety, investigative efficiency, and real-time crime prevention. ALPR systems provide automated, accurate, and rapid scanning of license plates, enabling our police officers to proactively prevent crime and tremendously improve the overall safety of our community.

This Contract is for the turnkey installation of an ALPR system throughout the City. The system must be complete and fully functional with all specified hardware, accessories and ancillary components for use. The system involves the installation and deployment of two hundred and twenty-six (226) fixed cameras across 156 locations (poles), strategically located on major roadways, intersections, and city entry/exit points. The locations will be based on critical infrastructure, traffic volume, and crime statistics as determined by the City.

This purchase will be partially funded by forfeiture funds and as such the *Contractor shall comply with the requirements of 2 CFR 200 Appendix II – Contract Provisions for Non-Federal Contracts Under Federal Awards incorporated into this Contract under -Exhibit C.*

1) TECHNICAL SPECIFICATIONS

Camera Resolution and Sensor Capability:

- High-resolution ALPR cameras (2MP to 5MP or better) with infrared (IR) illumination for both day and night operation.
- Capable of capturing plates at vehicle speeds ranging from 0 to 80 with the potential to capture 100 mph.
- Minimum 2 lane full capture with the built-in ability to expand to 3 full lanes where needed.

Environmental Durability:

- Hurricane Rated, IP66 or higher rating, able to function reliably in Florida's high heat, humidity, and precipitation.

Mounting and Power:

- Fixed ALPRs: Sturdy poles or existing traffic infrastructure mount with solar array for main power. If solar is not an option for certain locations, securely enclosed power and network connections should be used. If solar is unavailable in an area, subsequent electrical work and electrical permitting necessary for AC connection may require a change order and is independent of this scope.

Edge Processing / Onboard Analytics:

- ALPR cameras or controllers should perform preliminary analytics (plate recognition, data compression) at the edge to reduce bandwidth usage.

2) SOFTWARE REQUIREMENTS

ALPR Recognition Engine:

- High-accuracy recognition software (95%+ detection rate in controlled environments), with advanced algorithms to handle skew angles, vehicle motion, varied lighting, and weather conditions.

Real-Time Alerting and Hotlist Matching:

- Automated matching against local, state, and federal hotlists (e.g., stolen vehicles, wanted persons, AMBER Alerts).
- Configurable alerts (audio/visual) to dispatch and officers on patrol within seconds of detection.

Integration and Interoperability:

- Compatibility with Broward County RTCC.
- Conformance with CJIS (Criminal Justice Information Services) security and data-sharing protocols.

Automated Reporting and Analytics:

- Ability to generate daily, weekly, or custom interval reports on hit frequency, top location scans, and usage metrics.
- GIS mapping functions to visualize ALPR reads and incident correlation.

3) DATA MANAGEMENT

Data Storage and Retention:

- Retention Period: As recommended by applicable guidelines; (30 days) or as governed by Chapter 119 of FSS.
- Secure Storage: Encrypted at-rest and in-transit, with replication to primary and backup data centers or cloud-based CJIS-compliant infrastructure.
- Automatic Deletion: ALPR data older than the defined retention period that can be automatically purged to reduce liability and protect privacy.

Privacy and Civil Liberties:

- Policy and Compliance: Align with federal, state, and local regulations regarding privacy, ensuring usage is strictly law enforcement related.
- Access Controls: Strict role-based permissions for access to ALPR data.
- Audit Trails: Comprehensive activity logging for all data searches, exports, and administrative actions.

Cybersecurity:

- Encryption: All data transfers (camera to server, server to user) should use TLS or CJIS-compliant protocols.
- Network Hardening: Firewalls, intrusion detection systems, and frequent security patching.
- Incident Response: Established protocol for investigating and reporting data breaches.
- Vetted shall not be liable for any breach, compromise, or unauthorized access occurring after data is transferred to City-owned systems or resulting from third-party access beyond Vetted's control. City shall not be liable for any breach, compromise, or unauthorized access to Vetted-owned system infrastructure or resulting from third-party access beyond City's control.

4) IMPLEMENTATION

Site Survey and Planning:

- Location Identification: see Section 2 Additional Information
- Infrastructure Assessment: Review existing poles, power sources, and fiber connectivity or wireless backhaul viability.
- Permitting and Approvals: Obtain all necessary municipal, county, or state permits for camera installation on public rights-of-way and private property. City to provide best efforts for expedited approvals, City will pay all costs associated with local permits, and dedicated project manager to assist in interfacing with City of Sunrise Building and Permit department.

Training and Change Management:

- Officer Training: Familiarize all department members with ALPR alerts, mobile devices, data search, and departmental policy.
- Analyst Training: Equip crime analysts with knowledge of data retrieval, advanced analytics, and reporting tools.
- Ongoing Support: Refresher courses and updated training materials when software/hardware changes occur.

Preventive Maintenance:

- Routine Inspections: Quarterly inspections of camera housings, mounts, cables, and power connections.
- Software Updates: Timely firmware and backend system updates to address bug fixes, enhance performance, and maintain security compliance.

Expansion Planning:

- Expansion: Provisions to add additional cameras or relocate existing cameras based on crime trend changes or infrastructure developments.

Vendor Service and Support:

- Service Level Agreements (SLAs): 24/7 technical support, onsite repair or replacement parts within specified windows, and remote diagnostics.
- Warranties: Minimum of 2 year manufacturer's warranty on hardware with an option to extend coverage.

Casualty Damage to Cameras:

- The City is responsible for any damage to cameras or ancillary equipment resulting from acts of nature (force majeure), vandalism, theft, vehicular collisions, or third-party interference. "Camera" includes fixed ALPR units, housings, mounts, cables, software, data systems, solar panels, and power components.
- Vetted is responsible only for repair or replacement of components that fail due to manufacturing defects, workmanship, or inherent faults under the warranty terms. Vetted is not liable for damage caused by: Improper access, relocation, or handling by the City or third parties; Utility surges, grounding faults, or adverse site conditions beyond its control; Failure by the City to follow installation, maintenance, or protection guidelines.
- Repairs outside the warranty scope will be billed to the City at standard rates with prior authorization.

Permitting:

- Vetted shall be responsible for preparing and submitting all necessary permit applications required for the installation and operation of the ALPR system, including County, State, and City permits, following receipt of the Notice to Proceed and appropriate site access.
- All required County and State permit fees shall be paid directly by the City. All City Building and City Engineering permit fees shall be paid by the City. The only exception shall be re-inspection fees, which shall be the responsibility of Vetted only if such fees result from Vetted's error or noncompliance. Re-inspection fees caused by factors outside Vetted's control—including but not limited to inaccessible sites, utility conflicts, or delays caused by third parties—shall not be Vetted's responsibility.

- The City agrees to provide any necessary documentation, access rights, or authorizations needed to facilitate timely permit application and approval. Vetted will communicate permit submittals and timelines in writing and coordinate with City staff to minimize delay.
- Vetted shall be responsible to meet with the City's Community Development Department to discuss procedures.

END OF SECTION

EXHIBIT B

PROJECT DELIVERABLES & PAYMENT MILESTONES

I. AGREEMENT OVERVIEW

This Exhibit B establishes the primary phases of delivery, associated milestones, and corresponding invoicing terms for the successful implementation of the LPR system.

All timelines and associated costs are subject to final project scope confirmation, site permitting, weather conditions, hardware delivery schedules, and other forces outside of Vetted Security Solutions LLC's (Vetted) control.

II. PROJECT PHASES & MILESTONES

The following project phases chart outlines the estimated project phases, associated deliverables, and corresponding payment milestones. Please note that the provided Gantt chart is an initial draft and is subject to change based on outcomes from the project kickoff phase, as well as factors such as site permitting, weather conditions, and hardware delivery schedules.

PROJECT PHASES

1.Deliverables & Services Summary

This section defines the core hardware, software, and services that will be delivered as part of this contract.

Hardware & Equipment

- AXIS Q1800-LE-3 and/or AXIS P1465-LE-3 ALPR cameras with multi-lane capture capabilities
- Mounting infrastructure including poles, brackets, and housing components
- Integrated power systems (solar and/or hardwired as needed per site)
- Network communication modules (LTE, fiber, or hardline Ethernet)

Software & Data Platform

- Vigilant VehicleManager for data storage, live alerts, and LPR analytics
- Integration with external hotlists, BOLOs, and watchlists
- Mapping and visualization of detection events through Vigilant's UI
- Compatibility with Broward RTCC and related regional systems

Professional Services

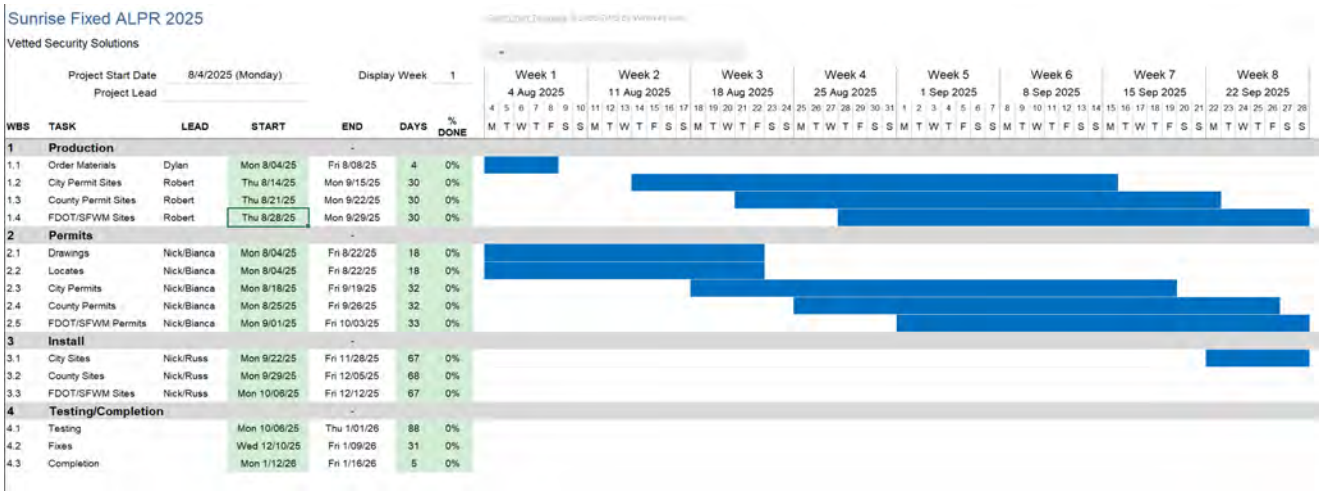
- Turnkey installation and commissioning at each approved site
- Permitting coordination with local and state utility agencies
- System configuration and quality assurance testing
- Training and user onboarding for various roles (analysts, field users, admins)
- Long-term maintenance, monitoring, and troubleshooting support

Vetted may utilize comparable equipment or services of equal or greater value as necessary to

accommodate equipment availability or supply chain fluctuations. Any substitution of essential components (e.g., different model camera) will be communicated to the City in advance for approval. Substitution of non-critical supporting hardware (e.g., brackets or mounts) does not require notification provided cost and performance remain consistent with the agreed scope.

2. Project Timeline and Delay Management

The total project duration is anticipated to follow the sequence reflected in the Gantt Chart below, with projections extending through week 8 to account for permit submission and review time. The dates shown in the chart are representative only and not reflective of the final schedule. The project timeline will commence upon award of the project, with the Notice to Proceed defined as the City's issuance of the Purchase Order. A finalized Gantt Chart and chronological schedule will be prepared and provided to the City upon project award.



Sunrise Fixed ALPR 2025

Vetted Security Solutions

Project Start Date 8/4/2025 (Monday) Display Week 1

Project Lead

WBS	TASK	LEAD	START	END	DAYS	% DONE
1	**Production**			-		
1.1	Order Materials	Dylan	Mon 8/04/25	Fri 8/08/25	4	0%
1.2	City Permit Sites	Robert	Thu 8/14/25	Mon 9/15/25	30	0%
1.3	County Permit Sites	Robert	Thu 8/21/25	Mon 9/22/25	30	0%
1.4	FDOT/SFWM Sites	Robert	Thu 8/28/25	Mon 9/29/25	30	0%
2	**Permits**			-		
2.1	Drawings	Nick/Bianca	Mon 8/04/25	Fri 8/22/25	18	0%
2.2	Locates	Nick/Bianca	Mon 8/04/25	Fri 8/22/25	18	0%
2.3	City Permits	Nick/Bianca	Mon 8/18/25	Fri 9/19/25	32	0%
2.4	County Permits	Nick/Bianca	Mon 8/25/25	Fri 9/26/25	32	0%
2.5	FDOT/SFWM Permits	Nick/Bianca	Mon 9/01/25	Fri 10/03/25	33	0%
3	**Install**			-		
3.1	City Sites	Nick/Russ	Mon 9/22/25	Fri 11/28/25	67	0%
3.2	County Sites	Nick/Russ	Mon 9/29/25	Fri 12/05/25	68	0%
3.3	FDOT/SFWM Sites	Nick/Russ	Mon 10/06/25	Fri 12/12/25	67	0%
4	**Testing/Completion**			-		
4.1	Testing		Mon 10/06/25	Thu 1/01/26	88	0%
4.2	Fixes		Wed 12/10/25	Fri 1/09/26	31	0%
4.3	Completion		Mon 1/12/26	Fri 1/16/26	5	0%

Week 1 4 Aug 2025 | Week 2 11 Aug 2025 | Week 3 18 Aug 2025 | Week 4 25 Aug 2025 | Week 5 1 Sep 2025 | Week 6 8 Sep 2025 | Week 7 15 Sep 2025 | Week 8 22 Sep 2025

3. **Timeline Phases**
   - Weeks 1 to 4: Site validation, final layout, permitting, mobilization
   - Weeks 5 to 8: Equipment procurement, staging, preliminary training
   - Weeks 9 to 16: Staggered installation by site cluster, commissioning, and onboarding

4. Payment Terms, Invoicing Structure and Pricing Adjustments

The City will remit payment on a milestone basis tied to major project phases, grouped by cluster instead of individual site. This phased approach simplifies accounting while aligning with tangible progress.

Vetted Price Matrix from RFP Response:

1	Installation of pole (including permit, pole, construction)	192 **OR** Alternate Qty 156	Each	$5,062.41	$789,735.96
2	Camera for Purchase (not lease)	192 **OR** Alternate Qty 226	Each	$1,269.58	$286,925.08
3	Software (annual cost)	6	Years	$75,177.95	$451,067.70
4	License (annual cost)	6	Years	$26,559.83	$159,358.98
5	Additional Warranty (years 3-6, annual cost each)	4	Years	$20,700.00	$82,800.00
6	Preventative Maintenance Contract (annual cost)	6	Years	$30,000.00	$180,000.00
7	Data Storage (annual cost)	6	Years	$128,722.72	$772,336.32

Payment Milestones:

Contract Signing / Initial Down Payment (inclusive of kick-off meeting, meeting with Community Development Department for permitting plan, insurance and bond, – 20% of project total for initial contract period of 2 years - $319,516.45 due on contract signing.

Row 1 – Installation of delivery of hardware per site (excluding cameras) – 30% of Line 1 ($1,518.723) per site invoiced upon delivery. The remaining 50% per location amount ($2,531.205) to be billed on successful installation per site. Successful installation is defined as successful license plate reads being uploaded in real time to VehicleManager with the Police Department's verification. A total amount of $789,735.96 for all sites would be invoiced upon successful completion of installation. No remaining balance owed for contract length.

Row 2 - Camera for Purchase – All optics will be ordered and shipped to City of Sunrise. The remaining 80% balance ($236,920.79) would be invoiced for delivery of all cameras. A total amount of $286,925.08 would be invoiced. No remaining balance owed for contract length.

Row 3 – The 80% remaining ($120,284.72) for software annual licenses for the first 2 years of

contract term would be invoiced upon successful completion. $150,355.90 would be invoiced for contract renewal if the renewal option was taken, for years 3 /4. $150,355.90 would be invoiced on contract renewal if the renewal option was taken for years 5/6.

Row 4 – The 80% remaining ($42,495.89) for license fees for the first 2 years of contract term would be invoiced upon successful completion. $53,119.66 would be invoiced for contract renewal if the renewal option was taken, for years 3 /4. $53,119.66 would be invoiced on contract renewal if the renewal option was taken for years 5/6.

Row 5 – No cost is due in initial contract term for this line item. $41,400 would be invoiced for contract renewal if the renewal option was taken, for years 3 /4. $41,400 would be invoiced on contract renewal, if renewal option was taken for years 5/6.

Row 6 – The 80% remaining ($48,000) for preventative maintenance for the first 2 years of contract term would be invoiced upon successful completion. $60,000 would be invoiced for contract renewal if the renewal option was taken, for years 3 /4. $60,000 would be invoiced on contract renewal, if the renewal option was taken for years 5/6.

Row 7 - The 80% remaining ($205,956.35) for Data Storage for the first 2 years of contract term would be invoiced upon successful completion. $257,445.44 would be invoiced for contract renewal if the renewal option was taken, for years 3 /4. $257,445.44 would be invoiced on contract renewal if the renewal option was taken for years 5/6.

Billings	Year 1/2		Year 3/4		Year 5/6		Total
Downpayment 20%	$319,516.45						$319,516.45
Install Equip 30%	$236,920.79						$236,920.79
Cameras	$229,540.06						$229,540.06
SW Annual	$120,284.72		$150,355.90		$150,355.90		$420,996.52
License	$42,495.89		$53,119.66		$53,119.66		$148,735.21
Warranty	-		$41,400.00		$41,400.00		$82,800.00
P. Maintenance	$48,000.00		$60,000.00		$60,000.00		$168,000.00
Data Storage	$205,956.35		$257,445.44		$257,445.44		$720,847.23
Subtotal	$1,202,714.26		$562,321.20		$562,321.20		$2,327,356.26
Upon Install (Successful plate reads uploaded to VehicleManager with PD's verification)	$394,867.98		-		-		$394,867.98
Total	$1,597,582.24		$562,321.20		$562,321.20		$2,722,224.24

Key Terms

• Down payment activates all early project activity: site surveys, permit applications, and equipment ordering.

• Cluster invoicing replaces per-site billing. Each invoice will summarize the number of locations completed in that phase. Completion of installation of each of the 159 locations will be mutually agreed sign off sheet for site installation / inspection. Inclusive in that sign off sheet will be all cameras for that location successfully and stable reporting of vehicle tags to LEARN.

• Equipment acceptance includes receipt of packing lists, photos, and confirmation by City

designee.

5. Warranty, Legal, Insurance, Data Provisions, and Employee Offboarding
Warranty and Maintenance
• Cameras and infrastructure components include a limited 5-year manufacturer warranty, with an option to extend coverage to six (6) years. Warranty coverage begins upon final installation or system acceptance, whichever occurs first, and applies only to failures caused by manufacturing defects under normal use.

• Vetted will manage the Return Merchandise Authorization (RMA) process and coordinate warranty replacements directly with the manufacturer. Warranty does not cover damage due to vandalism, theft, weather events, misuse, electrical surges, or interference by third parties.

• Vetted shall provide SLA-aligned support response times for system issues, including critical outage coverage. Preventative maintenance inspections are available on a quarterly basis as an optional, billable service and may be scoped separately upon request.

Data Governance
• City of Sunrise retains sole ownership of all ALPR data
• Upon request or termination, Vetted will delete or transfer data securely

CJIS and Confidentiality
• All Vetted personnel with access to live data will be CJIS-certified
• Confidentiality agreements in place for all Vetted staff

Employee Departure Procedures
• Vetted shall maintain procedures to ensure secure offboarding of employees or contractors with access to City systems, sites, or sensitive information.
• These procedures shall include immediate revocation of system access, return or remote wipe of applicable devices, and documentation of all offboarding steps.
• Personnel removals from systems such as VehicleManager will be confirmed within five (5) business days.
• The City will be notified of all staff separations relevant to project access within the same five (5) day window.
• The Contractor shall immediately deactivate all access credentials, including but not limited to usernames, passwords, tokens, and security keys, upon any personnel's separation from the company or upon a change in role that eliminates the need for such access.

6. Additional Provisions and Integration
• This SOW is subject to all applicable terms in the City of Sunrise's Standard Contract.
• Subcontractors will be disclosed in advance and approved by the City; any substitution of key personnel must be approved by the City
• All changes to scope, timing, or pricing must be executed as formal amendments
• The system may be further integrated with regional, state, or national platforms at the City's discretion

III. DELIVERY & INSTALLATION TERMS

- Hardware Shipment: All LPR equipment will be shipped directly to the City of Sunrise for transparency, security, and inventory control.
- Site Scheduling: Site-specific installation schedules are detailed in the Gantt chart provided in Vetted's RFP response.
- Coordination: The City shall designate a point of contact to coordinate site access, installation readiness, and scheduling adjustments.

END OF SECTION

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) 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 CFR Part 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 CFR Part

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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Exhibit C1
CERTIFICATION REGARDING LOBBYING

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned Respondent certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and as amended.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Respondent,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____
Name of Respondent

_____
Signature of Authorized Representative

_____
Printed Name and Title of Authorized Representative

_____
Date

Exhibit C2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension

Instructions:

1. By signing and submitting this form, the Respondent (prospective lower tier participant) is providing the certification set out in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and
417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Name of Respondent:_____

Printed Name and Title of Authorized Representative:_____

Signature:_____Date:_____

Exhibit D

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

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City of Sunrise
Attn: Victoria Hernandez
Assistant Procurement Manager City of Sunrise
vhernandez@sunrisefl.gov

Date: June 2, 2025

Dear Ms. Hernandez,

Good afternoon. We appreciate the opportunity to submit our Best and Final Offer (BAFO) in response to RFP 25-03-02-JC. After thorough internal evaluations and a comprehensive value engineering process, Vetted Security Solutions is pleased to present an enhanced offer that significantly improves value for the City of Sunrise.

Our revised proposal delivers greater camera coverage, enhanced system capabilities, and a reduced overall cost. This represents a more than 15% reduction in per-camera cost while simultaneously upgrading the system's scalability and aesthetics.

Summary of Key Enhancements:

Camera Count Increased: From 192 to 226 cameras, providing broader citywide coverage.

Pole Count Reduced: From 192 to 156 poles, resulting in a lower visual impact with our multi-camera pole design.

Total Cost Reduced: From $2,743,268.42 to $2,722,224.04.

Cost per Installed Camera: Reduced from $14,287.86 to $12,045.24.

Turnkey Connectivity: Six years of cellular connectivity included for all systems.

Full Licensing: Genetec Security Center Enterprise licensing included for all 226 cameras.

Best and Final Offer Details:

Installation of Pole

We've reduced the pole count from 192 to 156 thanks to our efficient multi-camera design. This has also allowed us to reduce the installation cost from $1,589,039.33 to $789,735.96.

Camera for purchase (not lease)

We've increased the camera count to 226 while reducing the per-camera cost from $1,530.32 to $1,269.58. Please refer to Attachment A for our updated site plan and coverage layout.

Software (annual cost)

We've added turnkey cellular service for all 156 poles, with six years prepaid. This means no City-managed networking infrastructure is required.

Licensing (annual cost)

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Camera quantity was increased, yet this number was further reduced and now covers 226 cameras.

Additional Warranty

The warranty has been extended to cover all 226 cameras. This includes parts, labor, and manufacturer support for a total of six years with no cost increase.

Preventive Maintenance Contract Annual Cost

We've applied for an increased discount on preventive maintenance due to our proximity to our Pompano office (less than 15 miles from Sunrise). This will lead to improved efficiency in service response and reduced mileage costs.

Data Storage

Now includes Genetec Security Center Enterprise Licensing ALONG with Motorola Solutions Vigilant Plate Manager. This further highlights the flexibility and compatibility of open hardware.

Additionally, Vetted Security Solutions is prepared to support seamless integration with the City of Sunrise's Fusus platform, including the incorporation of all live video streams and license plate recognition (LPR) detections.

This provides one-time fees for enterprise licensing for all 226 new LPR cameras to be added to the City of Sunrise Genetec Security Center server without cost impact to the city.

6 years of Vigilant Solutions LINC licensing for 3rd party LPR hardware utilizing central processing is also included in this line at a total cost of $106,729.76 per year.

We are proud to present this refined solution that we believe significantly enhances the City's ALPR infrastructure, reduces costs, and optimizes coverage, all while simplifying long-term management and support.

Please feel free to contact me directly if you require any additional clarification or documentation. Thank you again for your consideration.

Sincerely,

Mike Reese

Mike Reese
Account Manager
Vetted Security Solutions
mreese@vettedsecurity.com
727-902-1173

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FINANCE & ADMINISTRATIVE SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274
Fax: 954-578-4809

May 27, 2025

Vetted Security Solutions
Attn: Mike Reese, Account Manager
4185 35th Street N
St. Petersburg, FL 33714

RE: RFP 25-03-02-JC – Automated License Plate Readers (ALPR)

Dear Mr. Reese,

Thank you for responding to the above-referenced Request for Proposals (RFP). We appreciated meeting with your team members on Thursday, May 29, 2025.

In accordance with Section 4.12 of the RFP document, *the City reserves the right to request one or a series of best and final offers if information is obtained during the evaluation that makes it necessary to clarify the requirements and request a best and final offering*.

Attached herein as Exhibit A is the full list of 192 locations for your review. Additionally, in accordance with Addenda No. 1 posted on March 27, 2025, in reference to the breakdown of cameras, the City's expectation is that the vendor provides their own per site breakdown for cameras and poles for the proposed 192 locations. A quantity of 192 has been specified herein; however, an alternate quantity per Proposer's site breakdown can be entered as an alternative option. ONLY INCLUDE EITHER THE QTY OF 192 OR THE QTY PROPOSED BY THE PROPOSER, NOT BOTH.

Your firm's best and final offer (BAFO) **MUST** be submitted on the form and in the format found on Page 2 of this letter. Please provide your BAFO submittal to vhernandez@sunrisefl.gov **on or before 2:00pm on Monday, June 2nd, 2025**.

Sincerely,

Victoria Hernandez

Victoria Hernandez, MBA
Assistant Procurement Manager

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Prices submitted are to be turnkey delivery inclusive of all costs including, but not limited to, installation, camera, software, hardware, licensing, warranty, preventative maintenance, data storage, connectivity, etc.

If a specific line item is already included, **please enter/write "included."**

Item #	Description	Qty **OR** Alternate Qty (based on Proposer's site breakdown)	Unit of Measure	Unit Price	Extended Price
1	Installation of pole (including permit, pole, construction)	192 **OR** Alternate Qty 156	Each	$5,062.41	$789,735.96
2	Camera for Purchase (not lease)	192 **OR** Alternate Qty 226	Each	$1,269.58	$286,925.08
3	Software (annual cost)	6	Years	$75,177.95	$451,067.70
4	License (annual cost)	6	Years	$26,559.83	$159,358.98
5	Additional Warranty (years 3-6, annual cost each)	4	Years	$20,700.00	$82,800.00
6	Preventative Maintenance Contract (annual cost)	6	Years	$30,000.00	$180,000.00
7	Data Storage (annual cost)	6	Years	$128,722.72	$772,336.32

Grand Total Amount: $ $2,722,224.04

BUSINESS NAME: Vetted Security Solutions

AUTHORIZED NAME/SIGNATURE: Ryan Barnett DocuSigned by: 9491DB7C2588411...

DATE: 6/2/25

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EXHIBIT A

Weston Rd NB @ I75
Weston Rd SB @ N New River Cir
SW 14th St EB @ Shotgun Rd
SW 14th St WB @ Shotgun Rd
Shotgun Rd NB @ SW 14th St
Shotgun Rd SB @ SW 14th St
14th St WB @ SW 148 Ave
SW 148th Ave NB @ SW 14th St
SW 148th Ave SB @ Shotgun Rd
Shotgun Rd WB @ SW 148th Ave
SW 148th Ave NB @ Shotgun Rd
International Pkwy SB @ Hwy 84
International Pkwy NB @ Hwy 84
N Harrison Pkwy SB @ NW 2nd St
N Harrison Pkwy NB @ NW 2nd St
NW 2nd St WB @ N Harrison Pkwy
N Harrison Pkwy NB @ NW 8th St
N Harrison Pkwy SB @ NW 8th St
NW 8th St EB @ N Harrison Pkwy
NW 8th St WB @ N Harrison Pkwy
NW 8th St WB @ Commodore Dr
NW 8th St EB @ Flamingo Park
Flamingo Park Entrance @ NW 8th St
NW 8th St WB @ N Flamingo Rd
NW 8th St EB @ N Flamingo Rd
N Flamingo Rd SB @ NW 125th Ave
N Flamingo Rd NB @ NW 125th Ave
N Flamingo Rd NB @ W Sunrise Blvd
N Flamingo Rd SB @ W Sunrise Blvd
W Sunrise Blvd WB @ N Flamingo Rd
W Sunrise Blvd EB @ N Flamingo Rd
W Sunrise Blvd WB @ Sawgrass Corporate Pkwy
W Sunrise Blvd EB @ Sawgrass Corporate Pkwy
Sawgrass Corporate Pkwy SB @ W Sunrise Blvd
N Flamingo Rd SB @ Panther Pkwy
N Flamingo Rd NB @ Panther Pkwy
Panther Pkwy WB @ N Flamingo Rd
Hiatus Rd SB @ NW 29th Manor
Hiatus Rd NB @ NW 29th Manor
NW 29th Manor WB @ Hiatus Rd
NW 29th Manor EB @ Hiatus Rd
N Nob Hill Rd SB @ NW 20th Pl
N Nob Hill Rd NB @ NW 20th Pl
N Nob Hill Rd SB @ Sunrise Lakes Blvd
N Nob Hill Rd NB @ Sunrise Lakes Blvd
Sunrise Lakes Blvd EB @ N Nob Hill Rd

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunrise Lakes Blvd WB @ N Nob Hill Rd
N Pine Island Rd SB @ NW 20th Ct
NW 20th Ct EB @ N Pine Island Rd
N Pine Island Rd NB @ NW 20th Ct
N Pine Island Rd SB @ Sunrise Lakes Blvd
N Pine Island Rd NB @ Sunrise Lakes Blvd
Sunrise Lakes Blvd EB @ N Pine Island Rd
Sunrise Lakes Blvd WB @ N Pine Island Rd
N University Dr NB 2000 Blk
N University Dr SB 2000 Blk
N University Dr SB @ Sunrise Lakes Blvd
N University Dr NB @ Sunrise Lakes Blvd
Sunrise Lakes Blvd WB @ N University Dr
NW 64th Ave NB @ Sunset Strip
Sunset Strip WB @ NW 64th Ave
NW 64th Ave SB @ Sunset Strip
Sunset Strip EB @ NW 64th Ave
Sunset Strip NB @ NW 19th St
NW 19th St WB @ Sunset Strip
Sunset Strip SB @ NW 19th St
NW 19th St EB @ Sunset Strip
W Sunrise Blvd WB @ Del Lago Cir
W Sunrise Blvd EB @ Del Lago Cir
W Sunrise Blvd EB 6300 Blk
W Sunrise Blvd WB 6300 Blk
Sunset Strip NB @ W Sunrise Blvd
NW 60th Ave NB @ W Oakland Park Blvd
NW 60th Ave SB @ W Oakland Park Blvd
NW 64th Ave NB @ W Oakland Park Blvd
NW 64th Ave SB @ NW 30th St
NW 68th Ave NB @ W Oakland Park Blvd
NW 68th Ave SB @ W Oakland Park Blvd
Inverrary Blvd W NB @ NW 30th Pl
E Aragon Blvd EB @ NW 30th Pl
NW 30th Pl WB @ Inverrary Blvd W
W Oakland Park Blvd WB @ W Atrium
W Oakland Park Blvd EB @ W Atrium
N University Dr NB @ NW 39th St
N University Dr SB @ NW 42nd Pl
Springtree Dr SB @ NW 44th St
Springtree Dr NB @ NW 44th St
N Pine Island Rd NB @ NW 44th St
NW 44th St WB @ N Pine Island Rd
N Pine Island Rd SB @ NW 44th St
NW 44th St EB @ N Pine Island Rd

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Springtree Lakes Dr WB @ N Pine Island Rd
Springtree Lakes Dr EB @ N Pine Island Rd
NW 50th St EB @ N Pine Island Rd
NW 50th St WB @ N Pine Island Rd
N Pine Island Rd NB @ NW 50th St
N Pine Island Rd SB @ NW 50th St
Commercial Blvd EB @ N Pine Island Rd
N Pine Island Rd NB @ Commercial Blvd
Commercial Blvd WB @ N Pine Island Rd
N Pine Island Rd SB @ Commercial Blvd
NW 94th Ave NB @ Commercial Ave
NW 94th Ave SB @ Commercial Blvd
N Nob Hill Rd SB @ Commercial Blvd
N Nob Hill Rd NB @ Commercial Blvd
Hiatus Rd SB @ Commercial Blvd
Hiatus Rd NB @ Commercial Blvd
Sawgrass Expy Onramp @ W Oakland Park Blvd
W Oakland Park Blvd EB @ Sawgrass Expy
W Oakland Park Blvd SB @ Sawgrass Expy
Sawgrass Expy Onramp @ Pat Salerno Dr
FLA Live Arena Entrance @ Sawgrass Expy
Pat Salerno Dr EB @ Sawgrass Expy
Pat Salerno Dr WB @ Panther Pkwy
Panther Pkwy EB @ Pat Salerno Dr
NW 136th Ave SB @ Pat Salerno Dr
Azure Alley SB @ Panther Pkwy
Orange Grove Rd Mall Entrance @ NW 136th Ave
Orange Grove Rd Mall Exit @ NW 136th Ave
Red Snapper Rd Mall Entrance @ NW 136th Ave
Red Snapper Rd Mall Exit @ NW 136th Ave
Green Toad Rd Mall Entrance @ NW 136th Ave
Green Toad Rd Mall Exit @ NW 136th Ave
NW 136th Ave NB @ W Sunrise Blvd
W Sunrise Blvd WB @ NW 136th Ave
NW 136th Ave SB @ W Sunrise Blvd
W Sunrise Blvd EB @ NW 136th Ave
Yellow Toucan Rd Mall Entrance @ W Sunrise Blvd
Yellow Toucan Rd Mall Exit @ W Sunrise Blvd
White Seahorse Way Mall Entrance @ W Sunrise Blvd
White Seahorse Way Mall Exit @ W Sunrise Blvd
Purple Parrot Pl Mall Entrance @ W Sunrise Blvd
Purple Parrot Pl Mall Exit @ W Sunrise Blvd
Blue Dolphin Blvd Mall Entrance @ N Flamingo Rd
Blue Dolphin Blvd Mall Exit @ N Flamingo Rd
Pink Flamingo Ln Mall Entrance @ N Flamingo Rd
Pink Flamingo Ln Mall Exit @ N Flamingo Dr

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 128th Dr SB @ W Sunrise Blvd
NW 128th Dr NB @ W Sunrise Blvd
NW 12th St EB @ N Harrison Pkwy
NW 12th St WB @ N Harrison Pkwy
NW 126th Terr SB @ NW 8th St
NW 126th Terr NB @ NW 8th St
NW 12th St EB @ N Flamingo Rd
Silver Palm Blvd NB @ NW 12th St
Silver Palm Blvd SB @ NW 12th St
NW 44th St EB @ Hiatus Rd
NW 44th St WB @ Hiatus Rd
Hiatus Rd SB @ NW 44th St
Hiatus Rd NB @ NW 44th St
Springtree Lakes Dr EB @ N Nob Hill Rd
Springtree Lakes Dr WB @ N Nob Hill Rd
141.1 N Nob Hill Rd NB @ Springtree Lakes Dr
N Nob Hill Rd SB @ Springtree Lakes Dr
N Nob Hill Rd @ Sunset Strip
N Nob Hill Rd SB @ Sunset Strip
Sunset Strip EB @ N Nob Hill Rd
Sunset Strip WB @ N Nob Hill Rd
Sunset Strip EB @ N Pine Island Rd
Sunset Strip WB @ N Pine Island Rd
N Pine Island Rd NB @ Sunset Strip
N Pine Island Rd SB @ Sunset Strip
N University Dr NB @ Sunset Strip
N University Dr SB @ Sunset Strip
Sunset Strip EB @ N University Dr
Sunset Strip WB @ N University Dr
NW 15th St WB @ NW 58th Terr
NW 15th St EB @ NW 58th Terr
NW 58th Terr NB @ NW 15th St
NW 58th Terr SB @ NW 15th St
NW 58th Terr NB @ NW 19th St
NW 58th Terr SB @ NW 19th St
NW 19th St EB @ NW 58th Terr
NW 19th St WB @ NW 58th Terr
W Oakland Park Blvd EB @ N Nob Hill Rd
W Oakland Park Blvd WB @ N Nob Hill Rd
N Nob Hill Rd NB @ W Oakland Park Blvd
N Nob Hill Rd SB @ W Oakland Park Blvd
S New River Cir WB @ SW 160th Ave
S New River Cir EB @ SW 160th Ave
N New River Cir WB @ Weston Rd South
N New River Cir EB @ Weston Rd South
N New River Cir EB @ Weston Rd North

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N New River Cir WB @ Weston Rd North
NW 120th Way SB @ W Oakland Park Blvd
NW 120th Way NB @ W Oakland Park Blvd
W Oakland Park Blvd WB @ NW 120th Way
W Oakland Park Blvd EB @ NW 120th Way
NW 50th St EB @ Hiatus Rd
Hiatus Rd NB @ NW 50th St
NW 50th St WB @ Hiatus Rd
Hiatus Rd SB @ NW 50th St

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

VETTED
SECURITY SOLUTIONS

CITY OF SUNRISE (FL) – FIXED LPR RFP 25-03-02-JC

JOB #: 11830

Mike Reese
(727) 902-1173
mreese@vettedsecuritysoluitons.com

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Icon Legend

Camera Mounting Location (C)

120v AC Power Source

Main Communications Enclosure (MCE)

120v AC Power Line| Conduit Path

Bridge Communications Enclosure (BCE)

New Pole

Battery Box (BB)

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Weston Rd NB @ I75
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): South Florida Water Management District
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1267067,-80.3598443

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Weston Rd SB @ N New River Cir
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1135592,-80.3625764

VETTED SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

SW 14th St EB @ Shotgun Rd
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): Public Land, Town of Davie
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1022551,-80.3539642

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

SW 14th St WB @ Shotgun Rd
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): Broward County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1023075,-80.3543353

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

SW 14th St NB @ Shotgun Rd
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

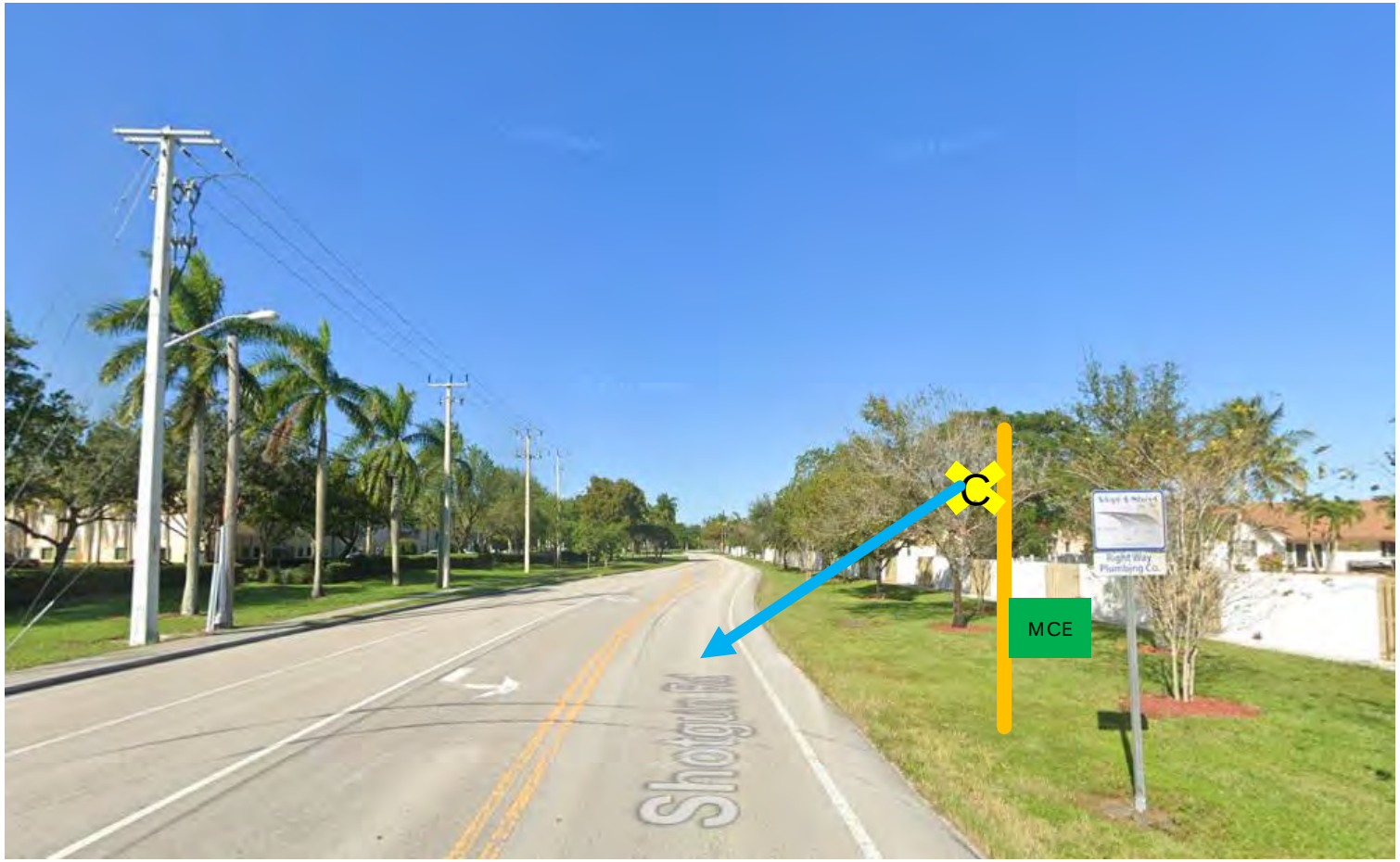
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.102646,-80.3541964



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

SW 14th St SB @ Shotgun Rd
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): Town of Davie
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1021589,-80.3542238

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

SW 14th St WB @ SW 148 Ave
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1023124,-80.346437

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

SW 148th Ave NB @ SW 14th St
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): Broward County (undefined)
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1025844,-80.3463078

VETTED SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

SW 148th Ave SB @ Shotgun Rd
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1130395,-80.3463933

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

SW 14th St WB @ SW 148 Ave
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1131872,-80.3464906

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

SW 148th Ave NB @ Shotgun Rd
Capturing NB

Camera Type: 1x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1134224,-80.3463247

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

International Pkwy SB @ Hwy 84
Capturing SB

Camera Type: 1x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1220441,-80.3401598

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

International Pkwy NB @ Hwy 84
Capturing NB

Camera Type: 1x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1218825,-80.3401245

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Harrison Pkwy SB @ NW 2nd St
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1236908,-80.3302375

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Harrison Pkwy NB @ NW 2nd St
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1242696,-80.3299902

Broward County has easement along fence. Pole may be installed just beyond fence.

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 2nd St WB @ N Harrison Pkwy
Capturing WB

Camera Type: 1x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

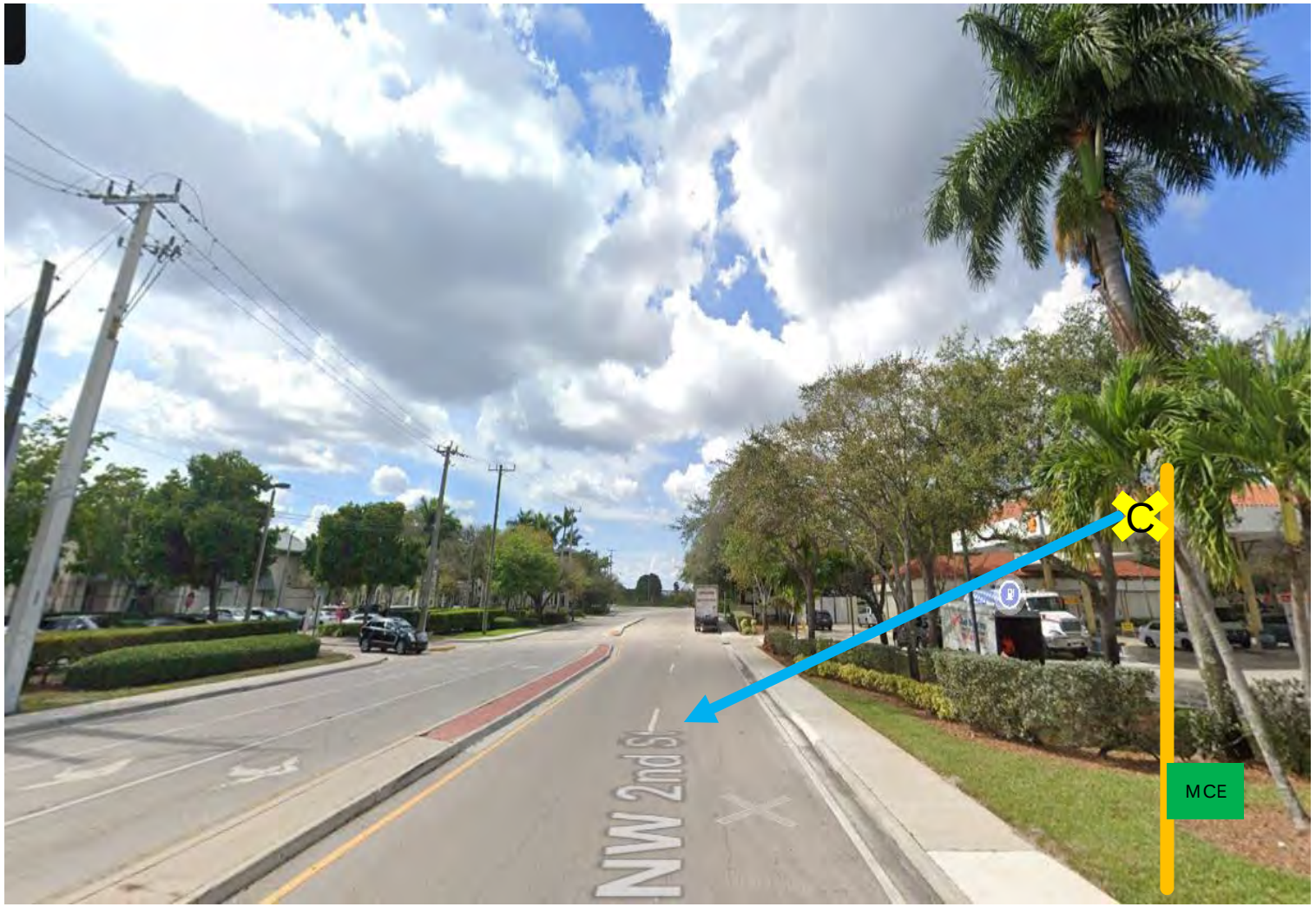
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1240045,-80.3303315



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Harrison Pkwy NB @ NW 8th St
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

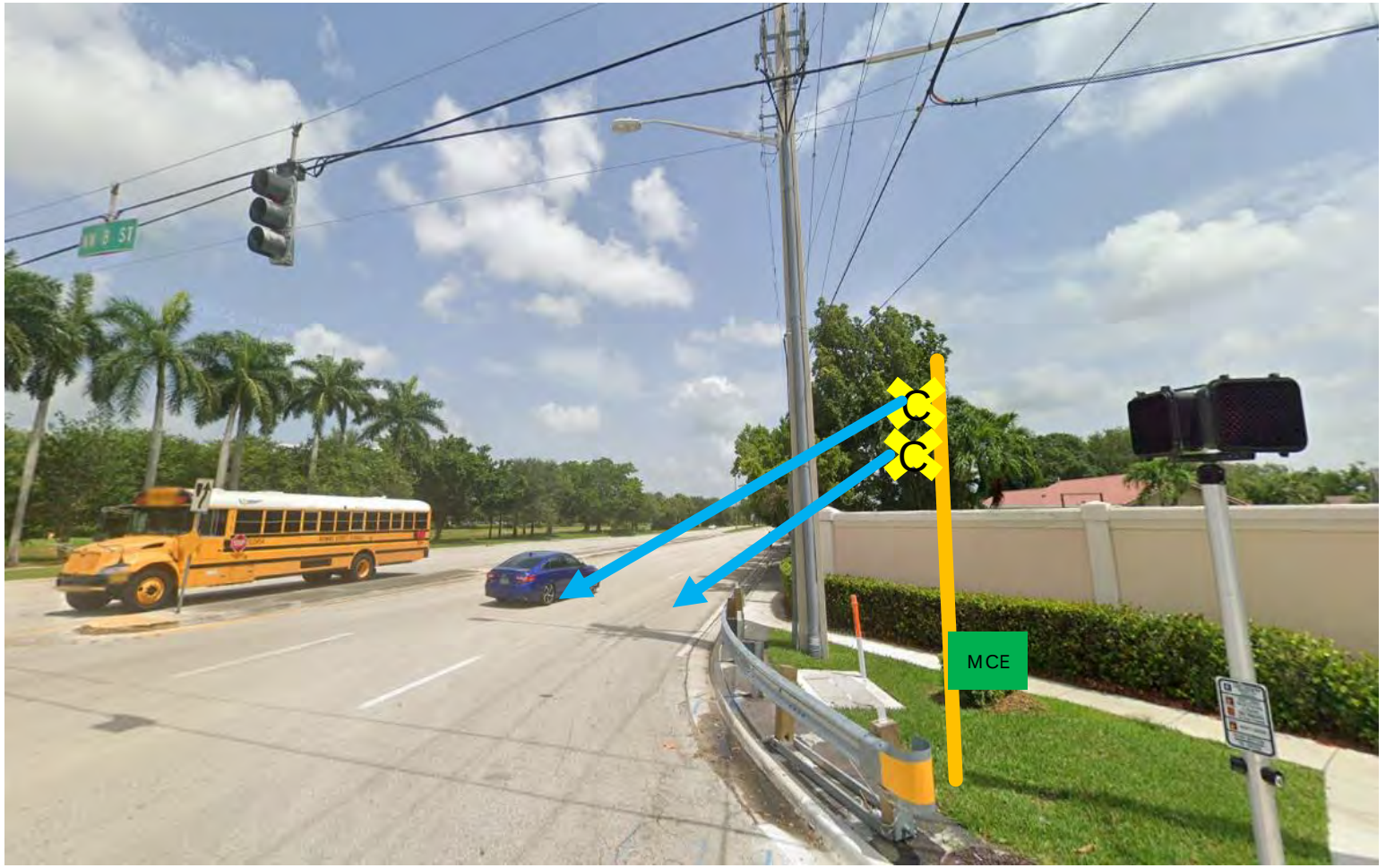
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.13133,-80.3299202



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Harrison Pkwy SB @ NW 8th St
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1308798,-80.3302031

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 8th St EB @ N Harrison Pkwy
Capturing EB

Camera Type: 1x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Plantation
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1312029,-80.3279824

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 8th St WB @ N Harrison Pkwy
Capturing WB

Camera Type: 1x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1313326,-80.3302065

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 8th St WB @ Commodore Dr
Capturing WB

Camera Type: 1x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

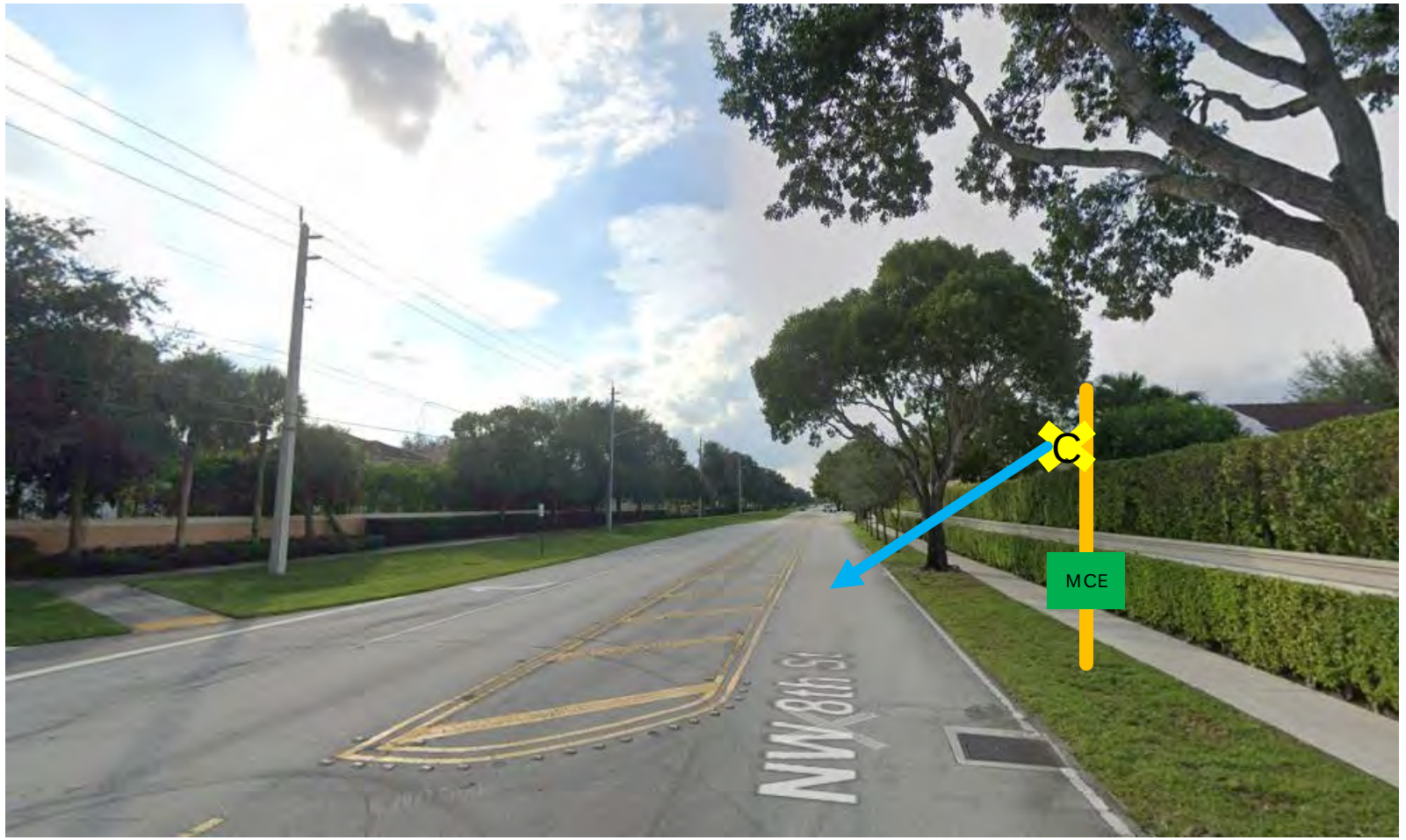
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1312774,-80.3228913



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 8th St EB @ Flamingo Park
Capturing EB

Camera Type: 1x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

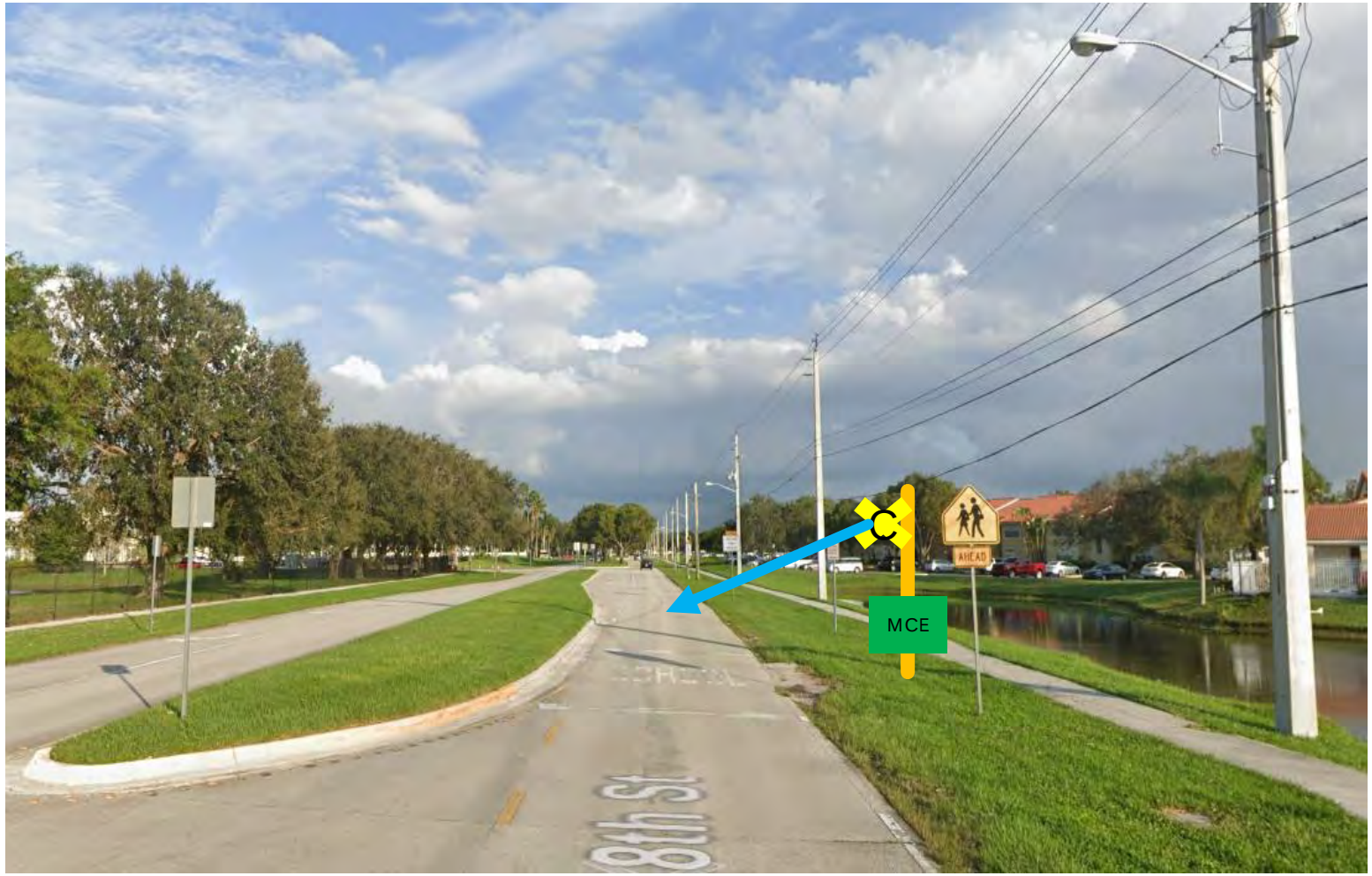
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1311776,-80.3211564



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Flamingo Park Entrance @ NW 8th St
Capturing Inbound& Outbound

Camera Type: 2x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1313143,-80.3210113

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 8th St WB @ N Flamingo Rd
Capturing WB

Camera Type: 1x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

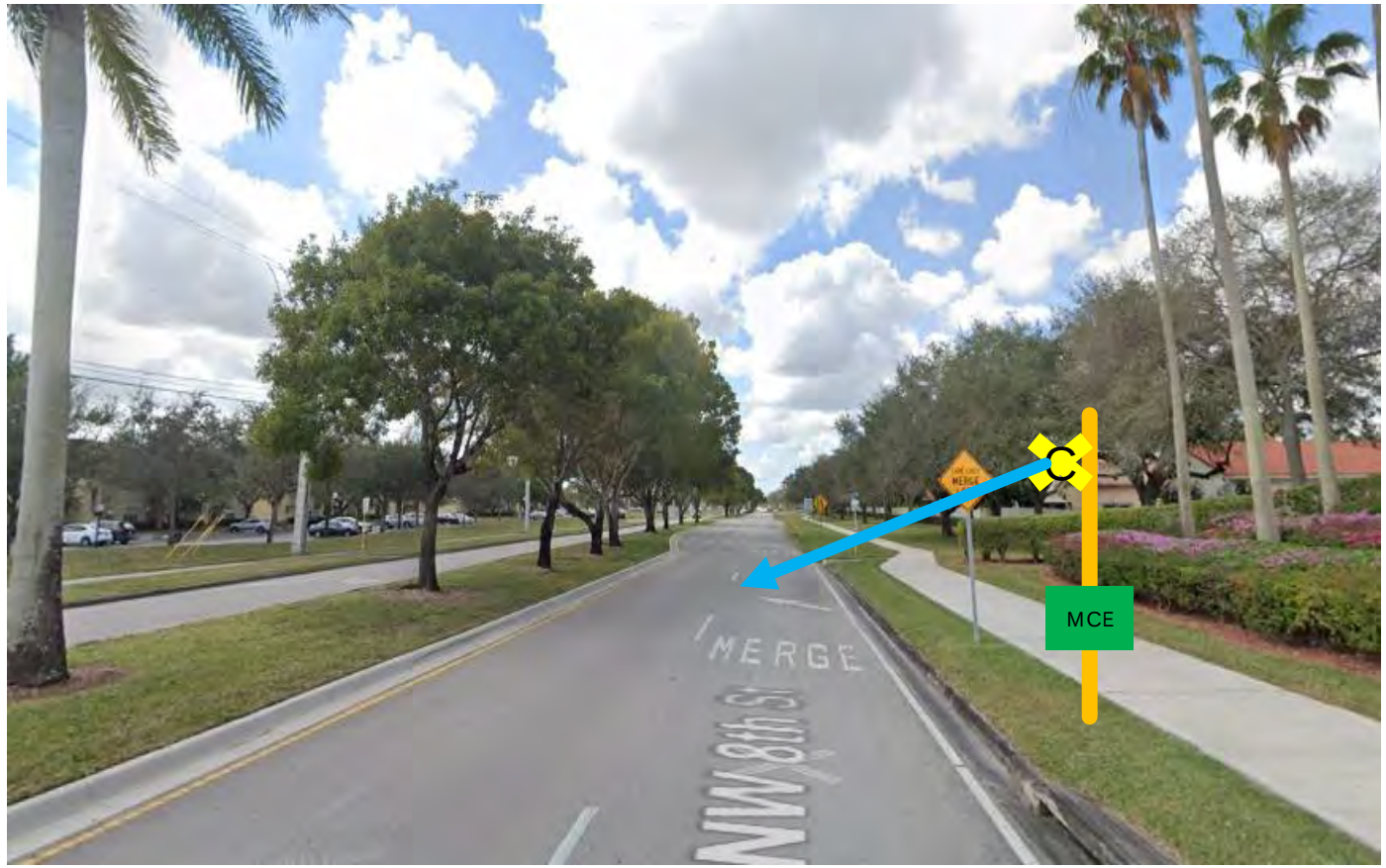
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.131284,-80.3148576



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 8th St EB @ N Flamingo Rd
Capturing EB

Camera Type: 1x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.131284,-80.3148576

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Flamingo Rd SB @ NW 125th Ave
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1250456,-80.3145608

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Flamingo Rd NB @ NW 125th Ave
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1244963,-80.3143083

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Flamingo Rd NB @ W Sunrise Blvd
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.147627,-80.3141792

(must be 25 feet from traffic signal) (if county maintained, could pursue RLA to install on signal)

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Flamingo Rd SB @ W Sunrise Blvd
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

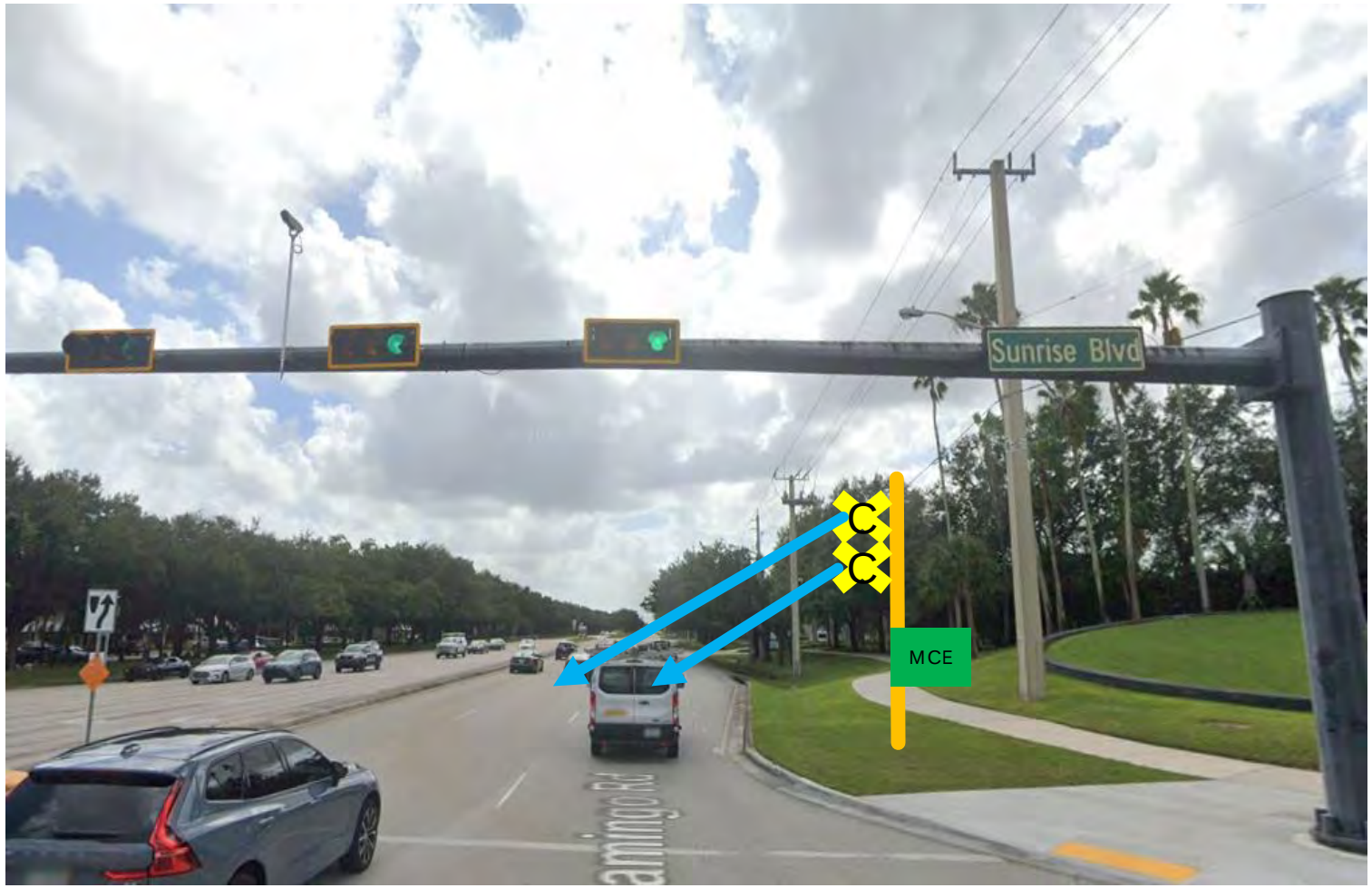
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1460069,-80.3140477



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Sunrise Blvd WB @ N Flamingo Rd
Capturing WB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

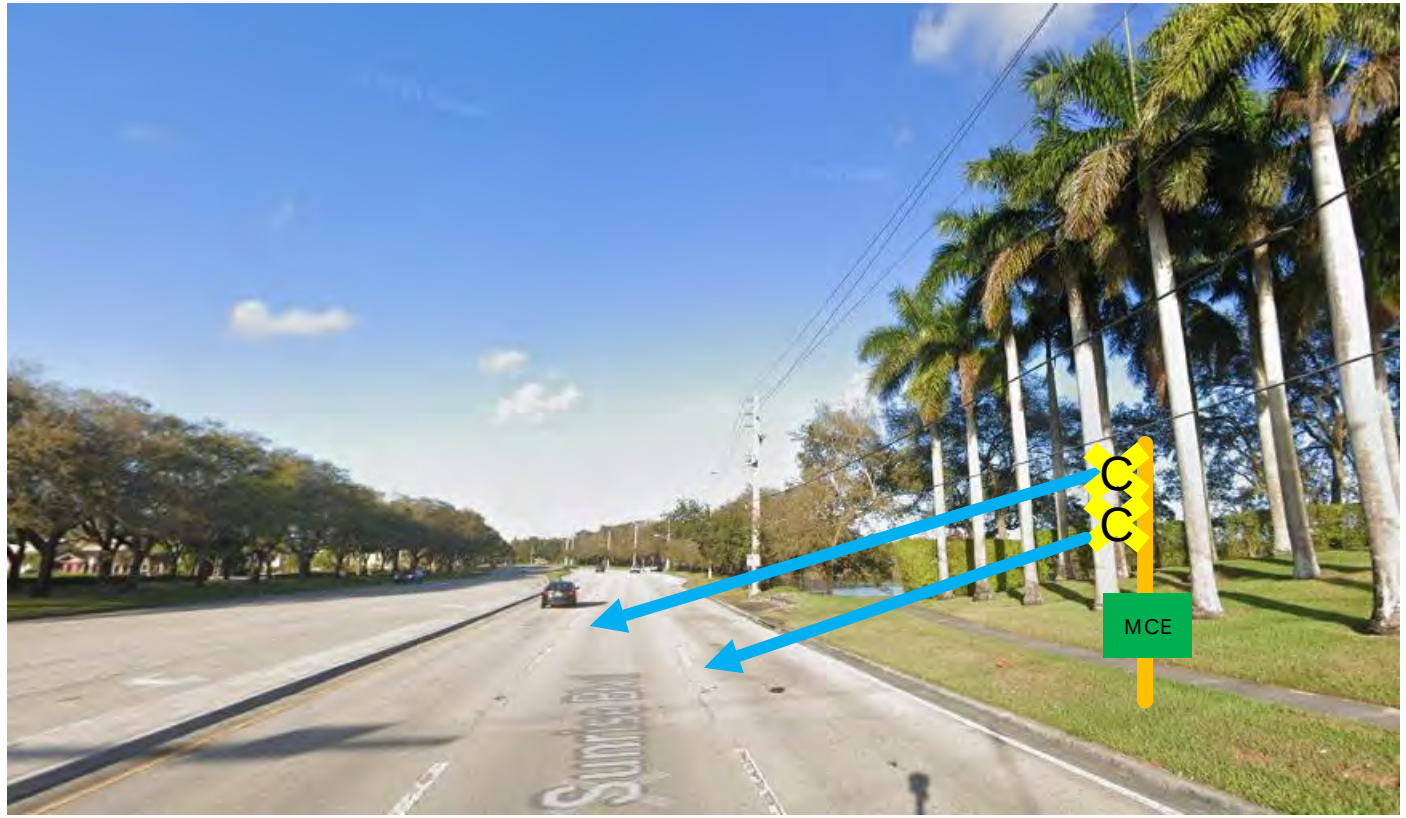
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1459128,-80.3146917



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Sunrise Blvd EB @ N Flamingo Rd
Capturing EB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

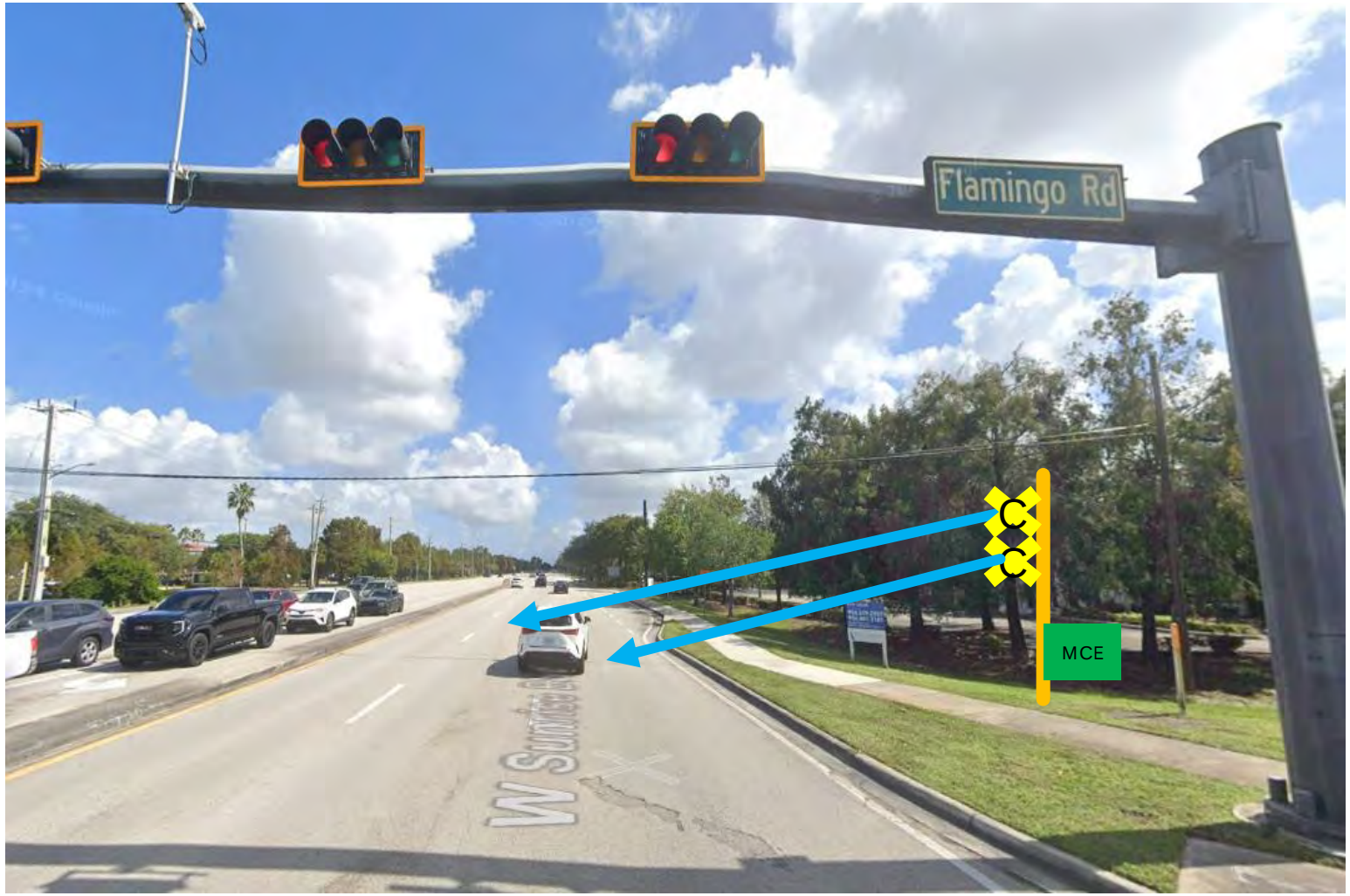
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.145703,-80.3138948



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Sunrise Blvd WB @ Sawgrass Corporate Pkwy
Capturing WB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): FDOT
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1461619,-80.3396645

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Sunrise Blvd EB @ Sawgrass Corporate Pkwy
Capturing EB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): FDOT
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1459074,-80.3396342

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sawgrass Corporate Pkwy SB @ W Sunrise Blvd
Capturing SB

Camera Type: 1x P1465-LE
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): FDOT
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.145873,-80.3398486

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Flamingo Rd SB @ Panther Pkwy
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1604948,-80.3145039

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Flamingo Rd NB @ Panther Pkwy
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

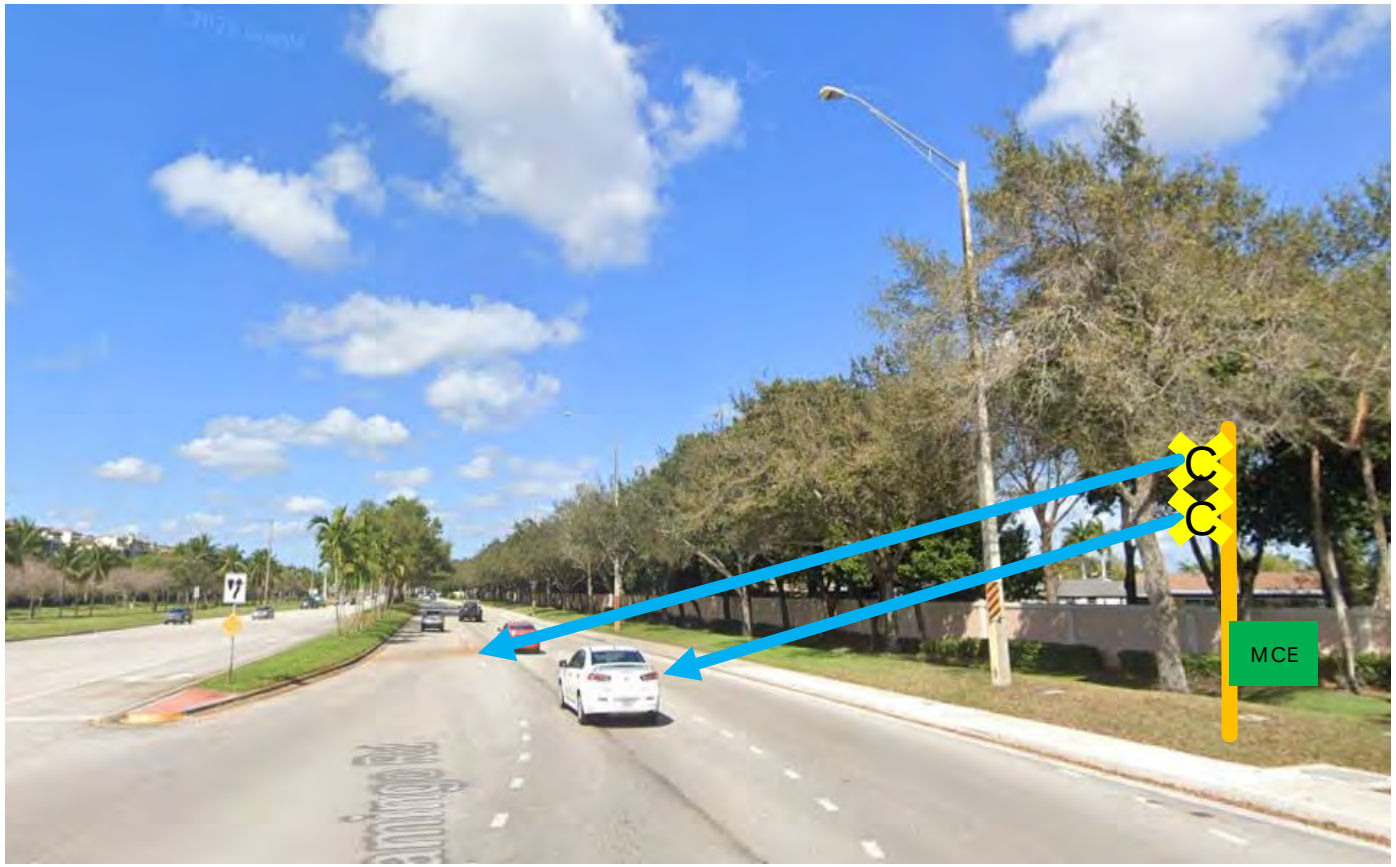
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1604948,-80.3145039



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Panther Pkwy WB @ N Flamingo Rd
Capturing Westbound

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1608161,-80.3149364

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Hiatus Rd SB @ NW 29th Manor
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

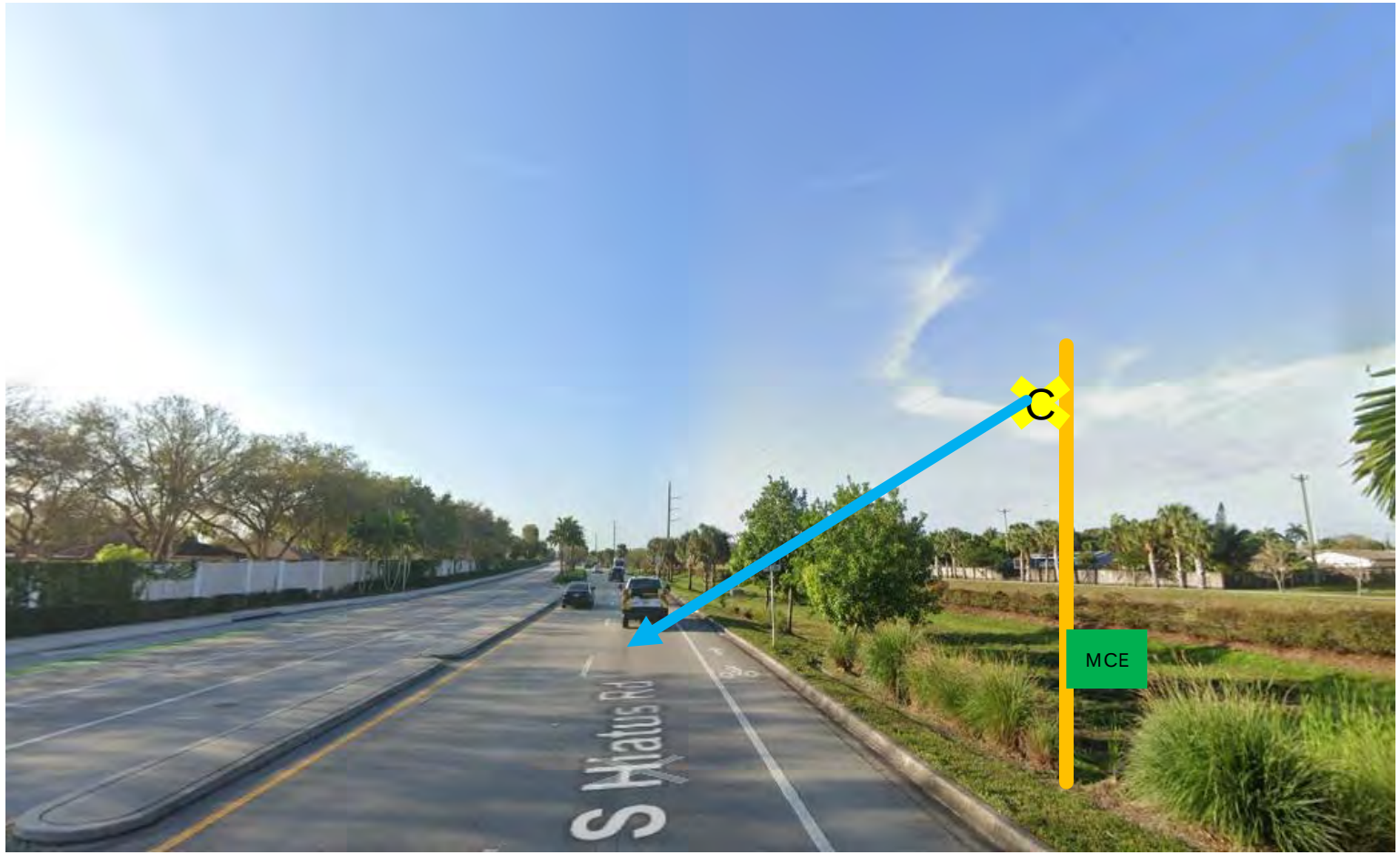
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1622337,-80.2975084



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Hiatus Rd NB @ NW 29th Manor
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1633971,-80.2971154

VETTED SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 29th Manor WB @ Hiatus Rd
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

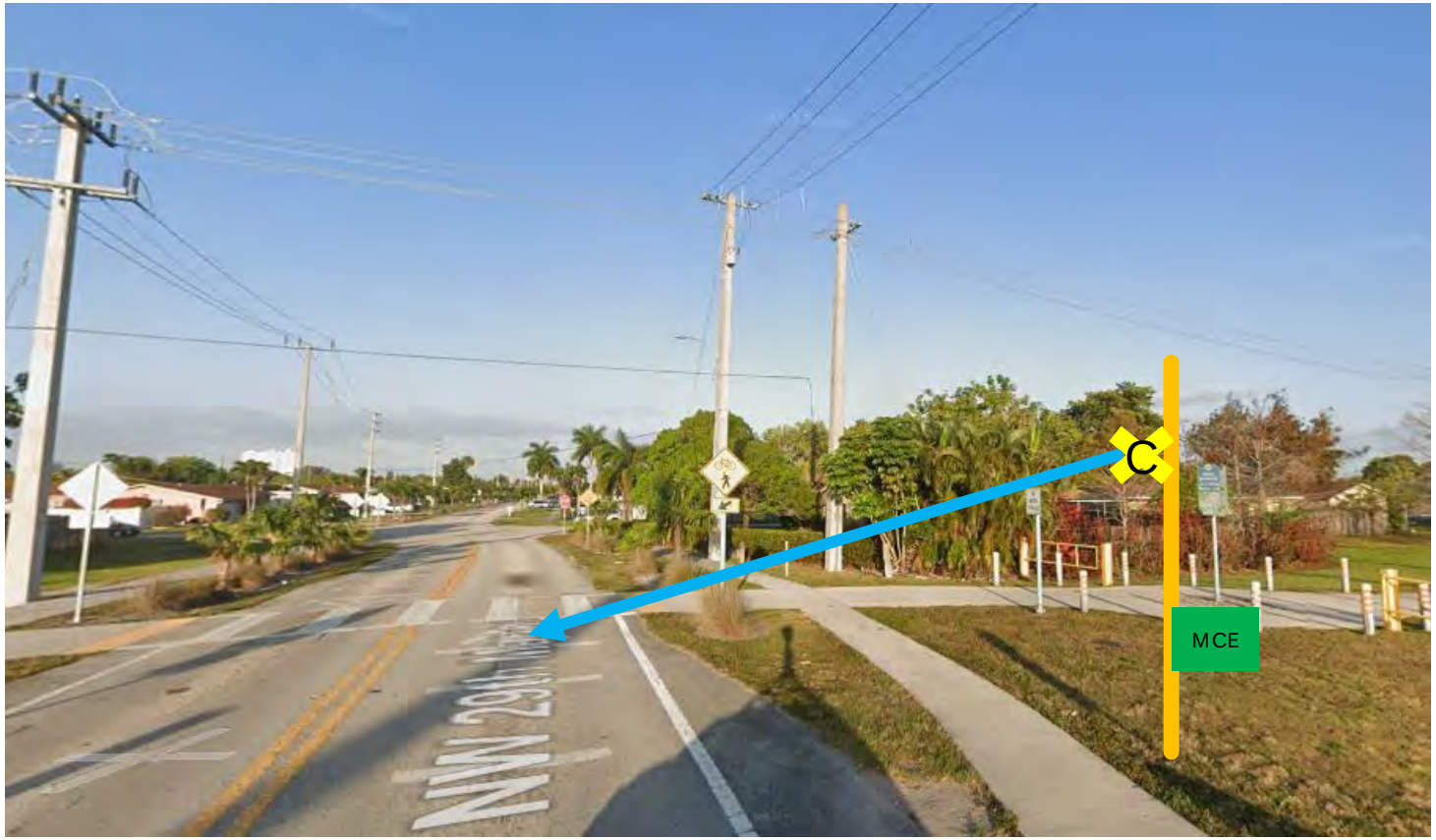
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1624393,-80.2981218



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 29th Manor EB @ Hiatus Rd
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1624592,-80.2967454

VETTED SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Nob Hill Rd SB @ NW 20th Pl
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

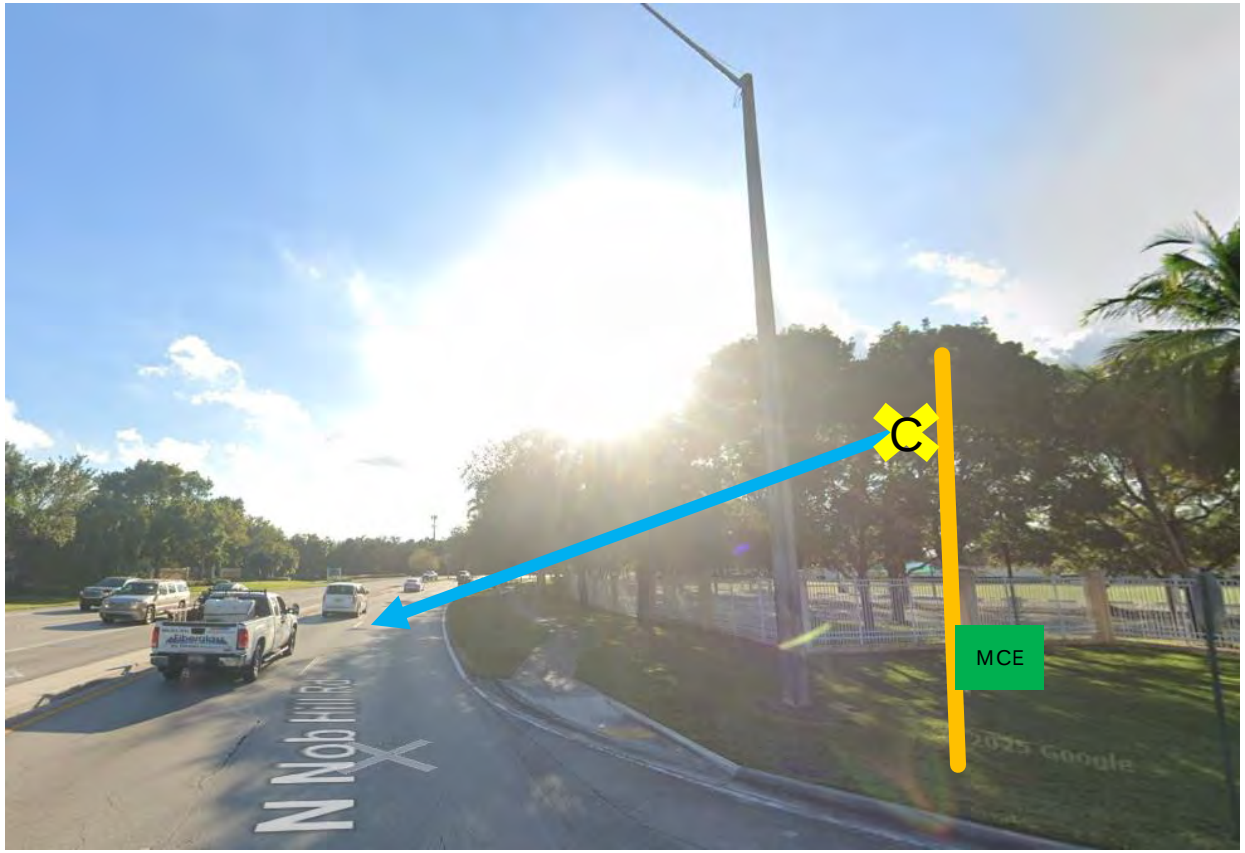
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1509347,-80.2831764



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Nob Hill Rd NB @ NW 20th Pl
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1508592,-80.2829634

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Nob Hill Rd SB @ Sunrise Lakes Blvd
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1604337,-80.2830747

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Nob Hill Rd NB @ Sunrise Lakes Blvd
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1606503,-80.2829913

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunrise Lakes Blvd EB @ N Nob Hill Rd
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1606112,-80.2825426

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunrise Lakes Blvd WB @ N Nob Hill Rd
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1605233,-80.2832667

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd SB @ NW 20th Ct
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1502141,-80.2680078

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 20th Ct EB @ N Pine Island Rd
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

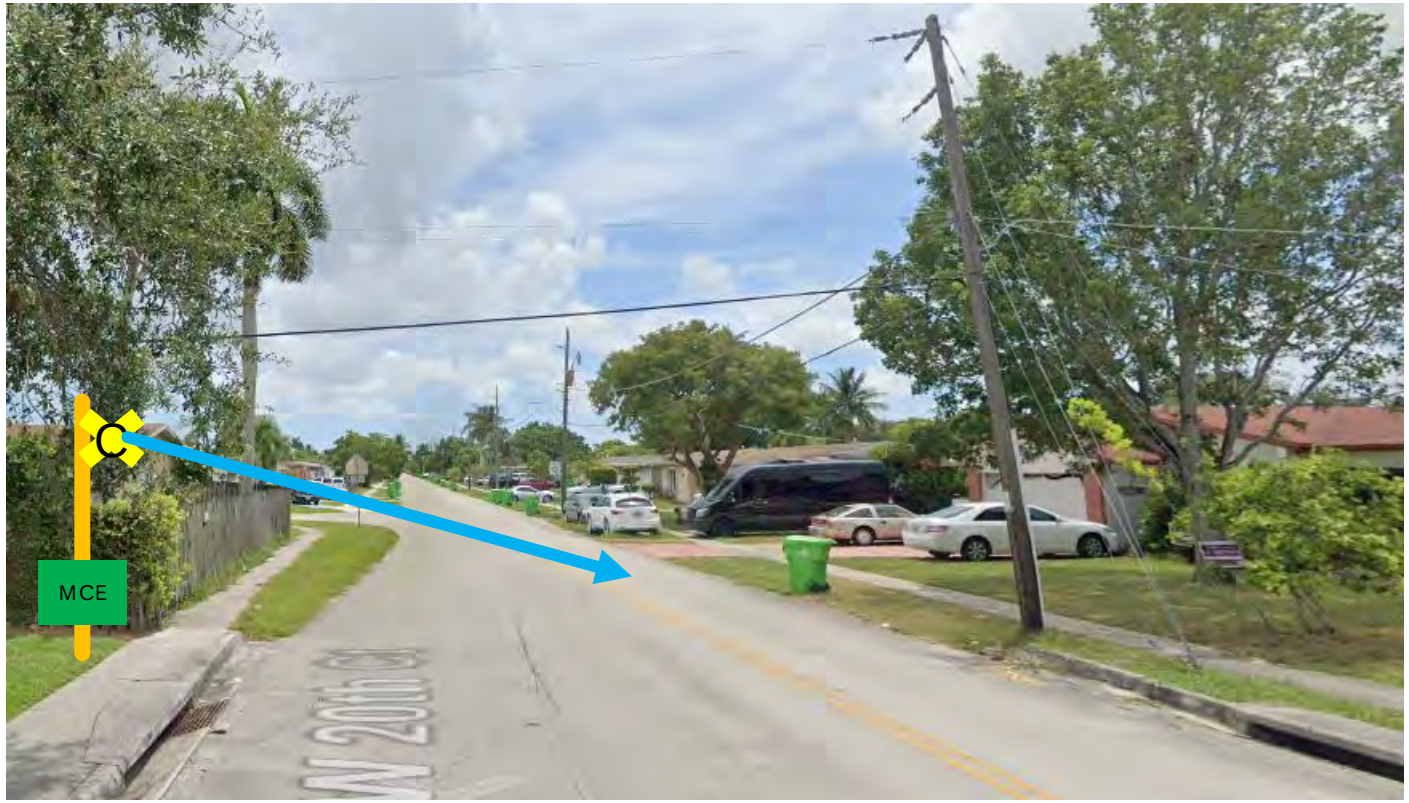
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1504878,-80.2675753



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd NB @ NW 20th Ct
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

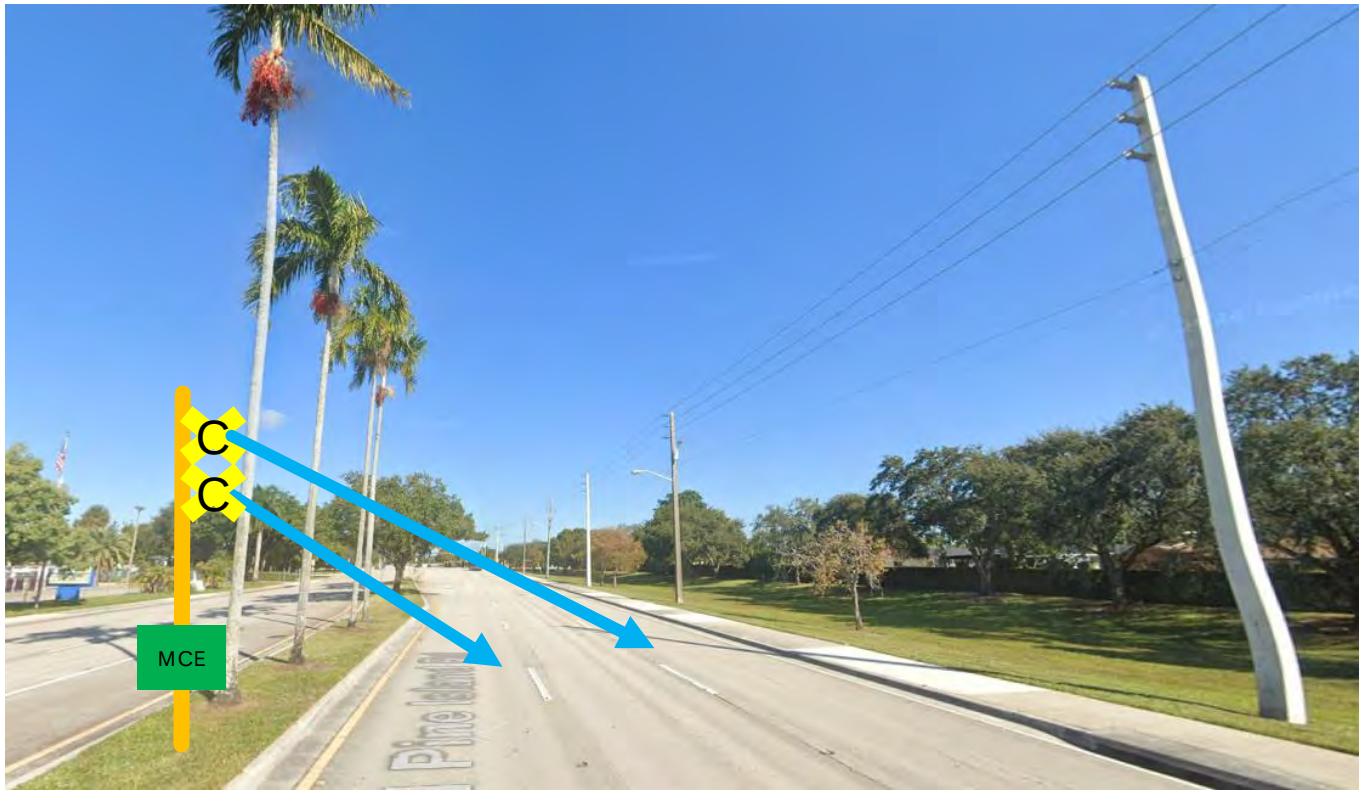
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1509399,-80.2678394



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd SB @ Sunrise Lakes Blvd
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

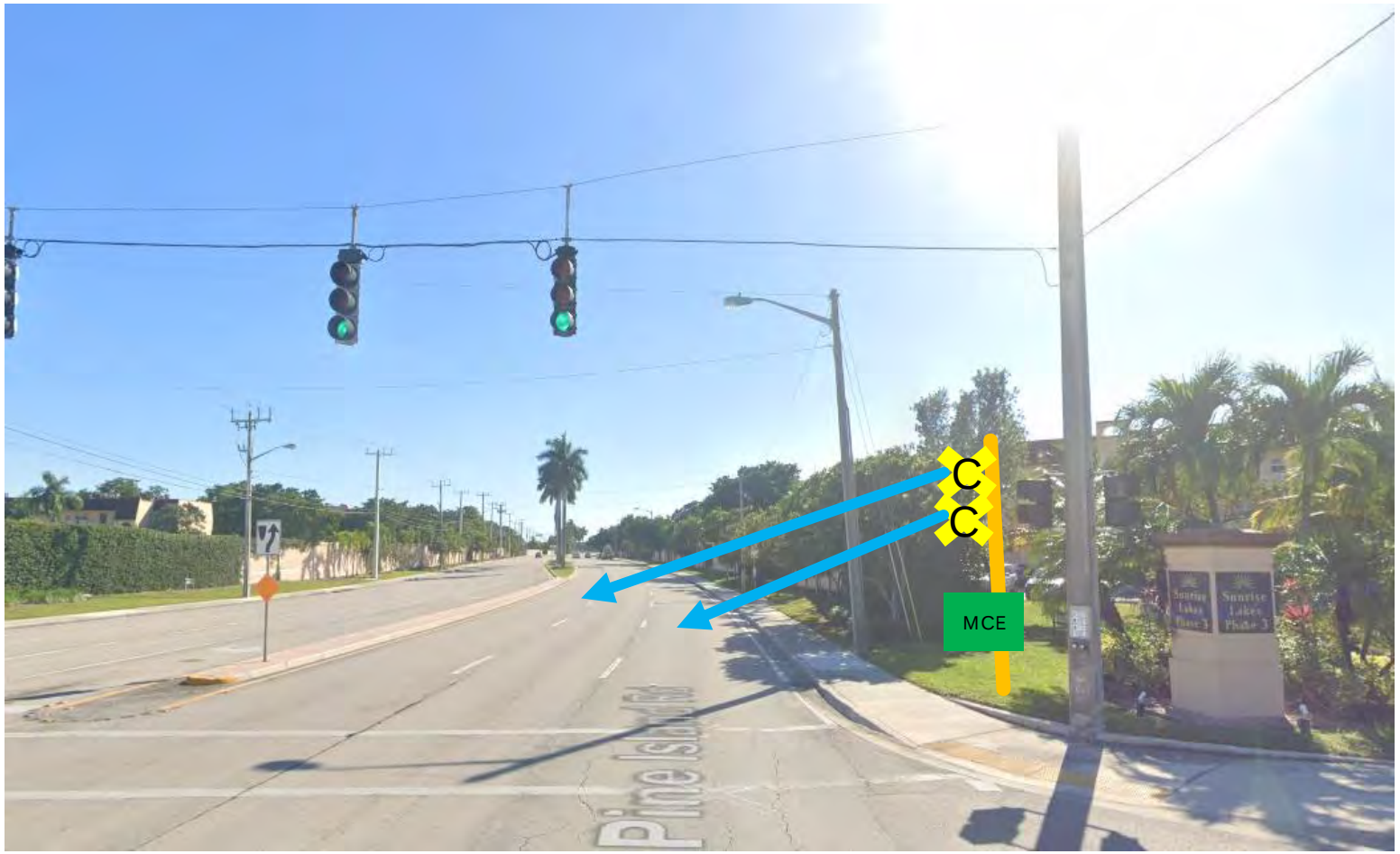
Property Owner (ROW): Private Property
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1621848,-80.2679504



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd NB @ Sunrise Lakes Blvd
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

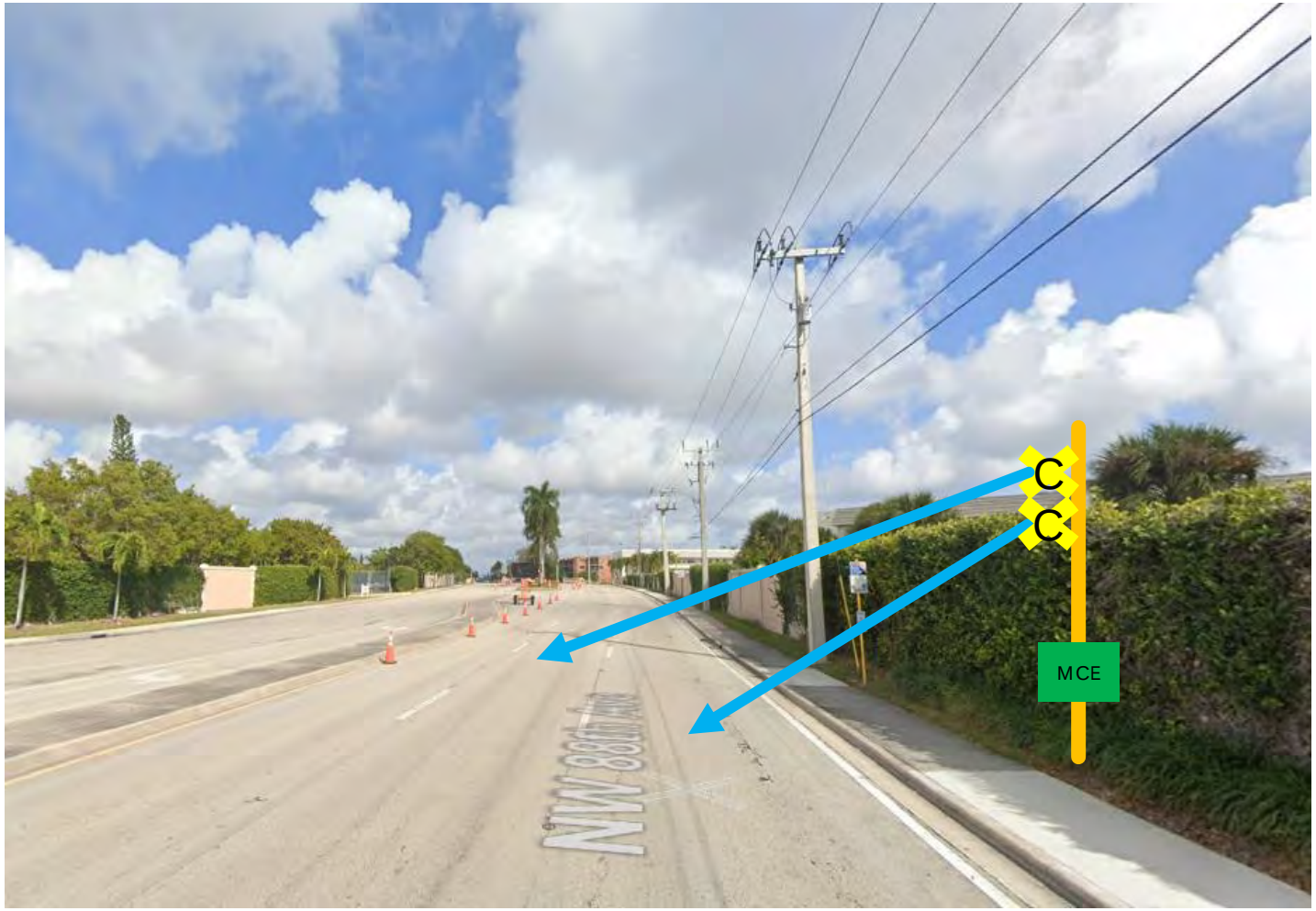
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1624757,-80.2676505



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunrise Lakes Blvd EB @ N Pine Island Rd
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

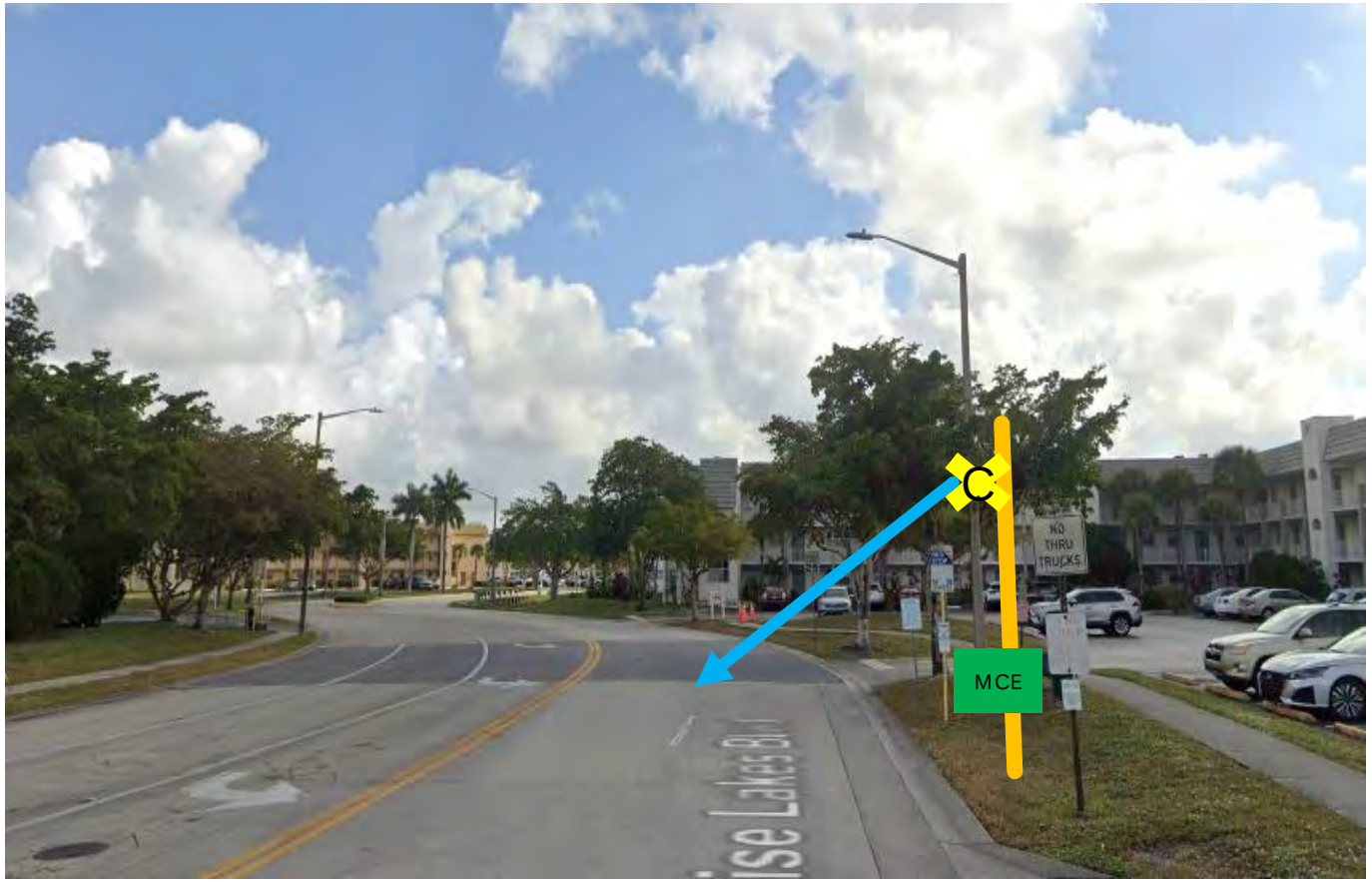
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1621536,-80.2676436



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunrise Lakes Blvd WB @ N Pine Island Rd
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1622865,-80.2680045

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N University Dr NB 2000 Blk
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

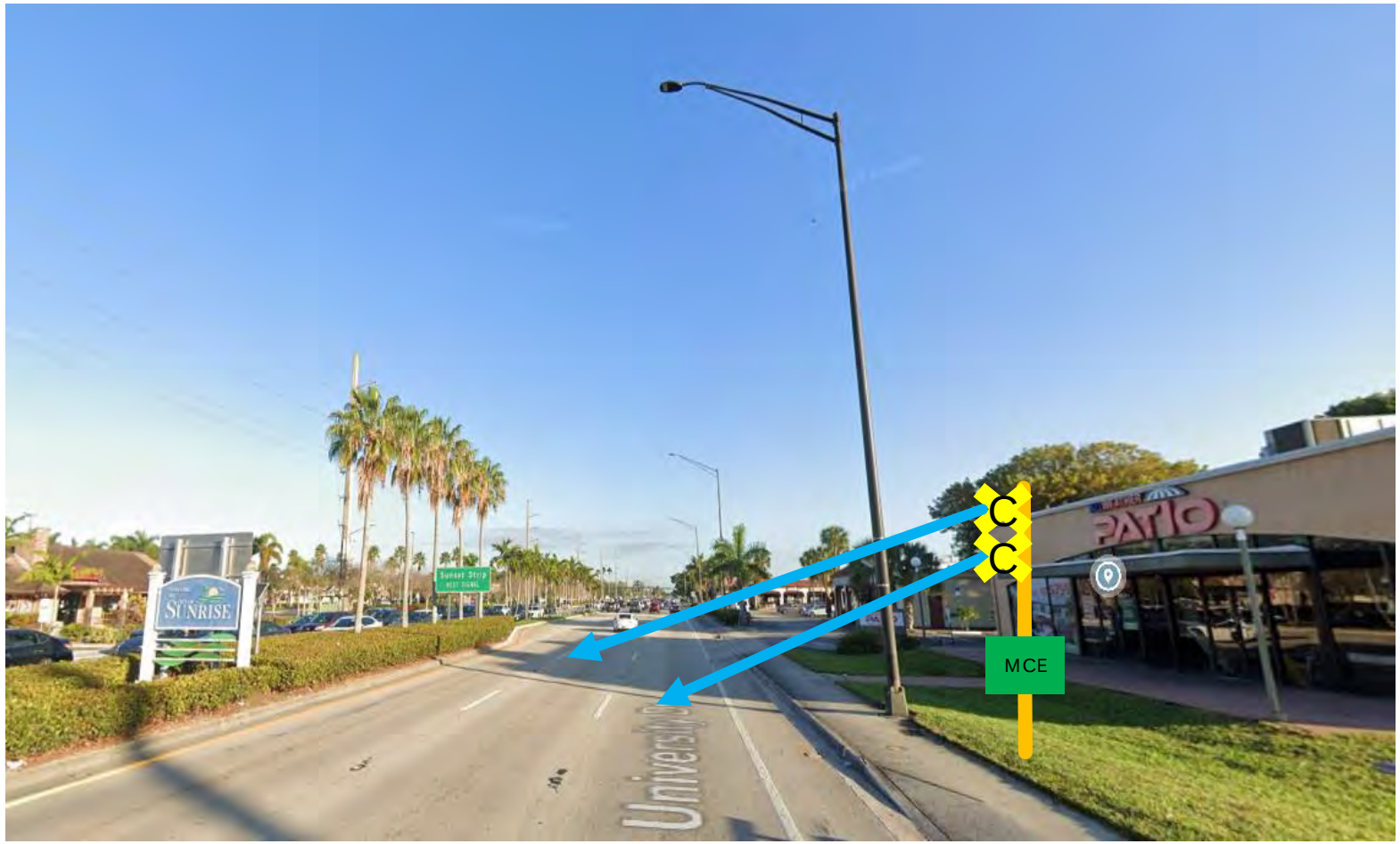
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1500421,-80.2569827



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N University Dr SB 2000 Blk
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

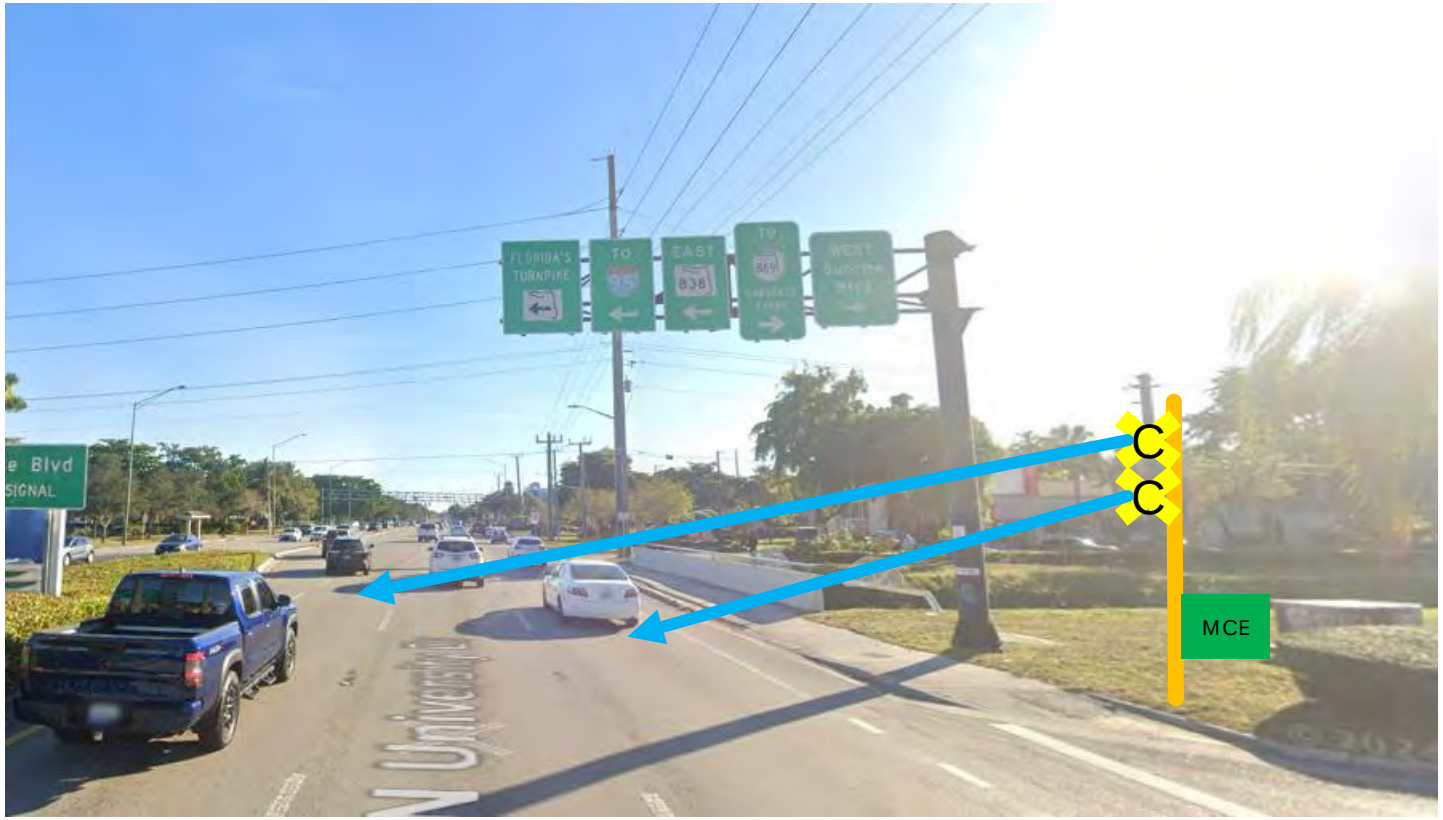
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1500873,-80.2571917



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N University Dr SB @ Sunrise Lakes Blvd
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

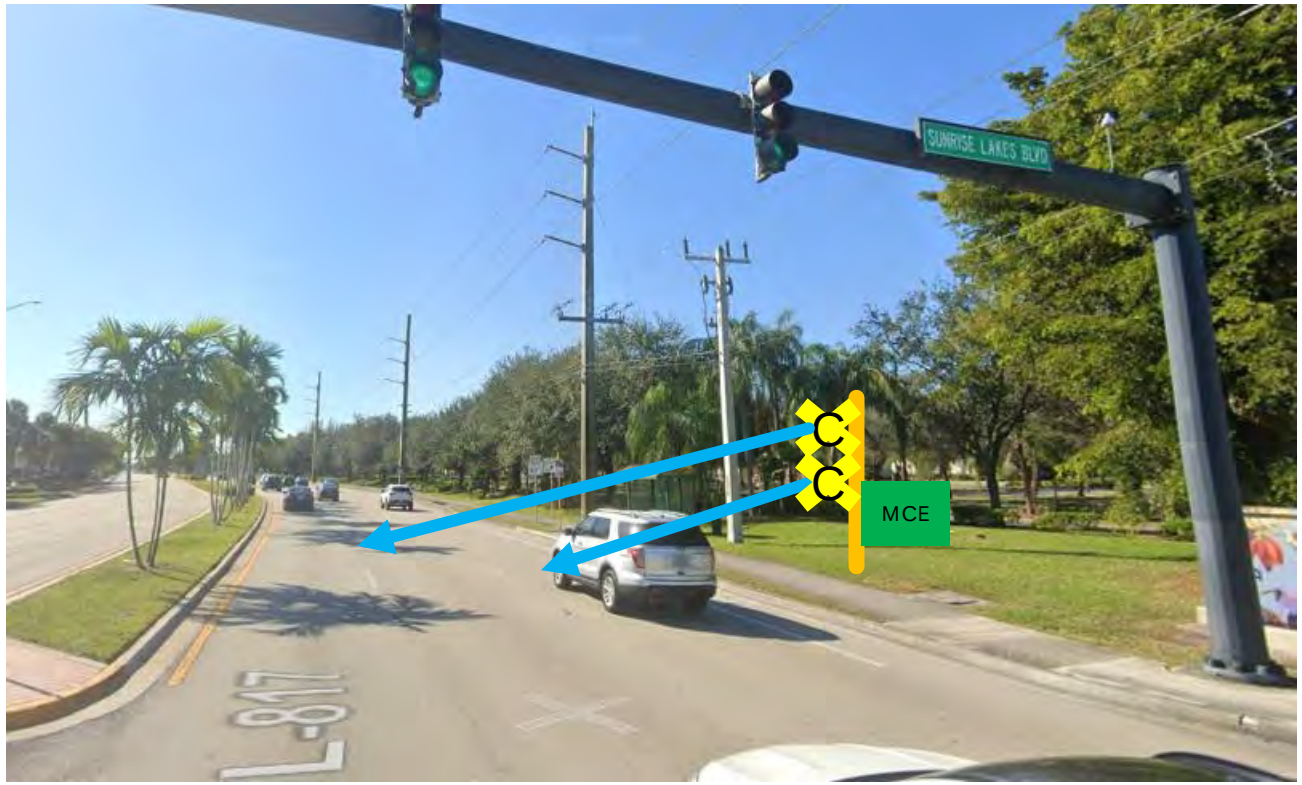
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1620024,-80.2572317



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N University Dr NB @ Sunrise Lakes Blvd
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

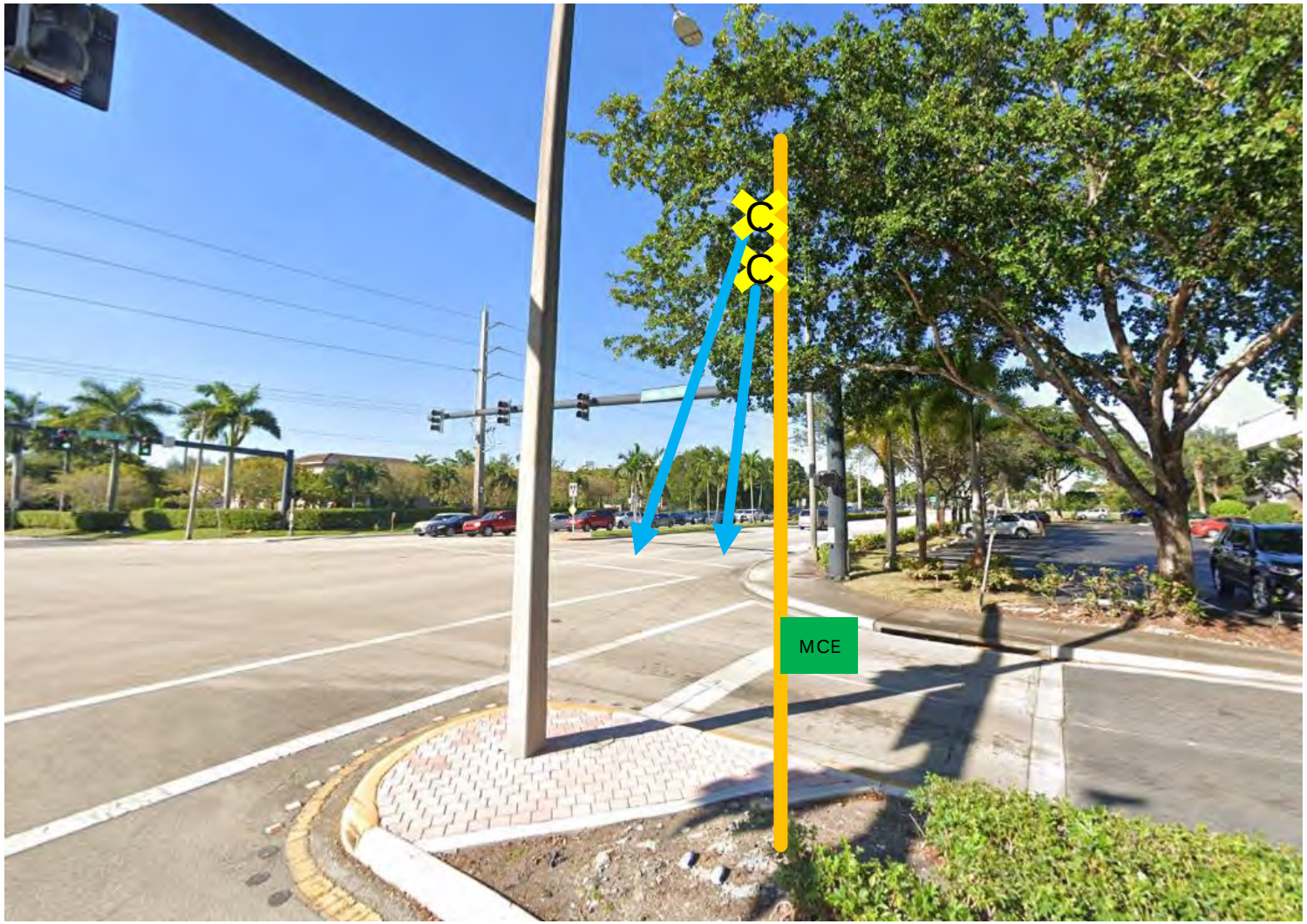
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1620127,-80.2569078



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunrise Lakes Blvd WB @ N University Dr
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.162211,-80.2572997

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 64th Ave NB @ Sunset Strip
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1544347,-80.2350604

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip WB @ NW 64th Ave
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1545326,-80.2353328

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 64th Ave SB @ Sunset Strip
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

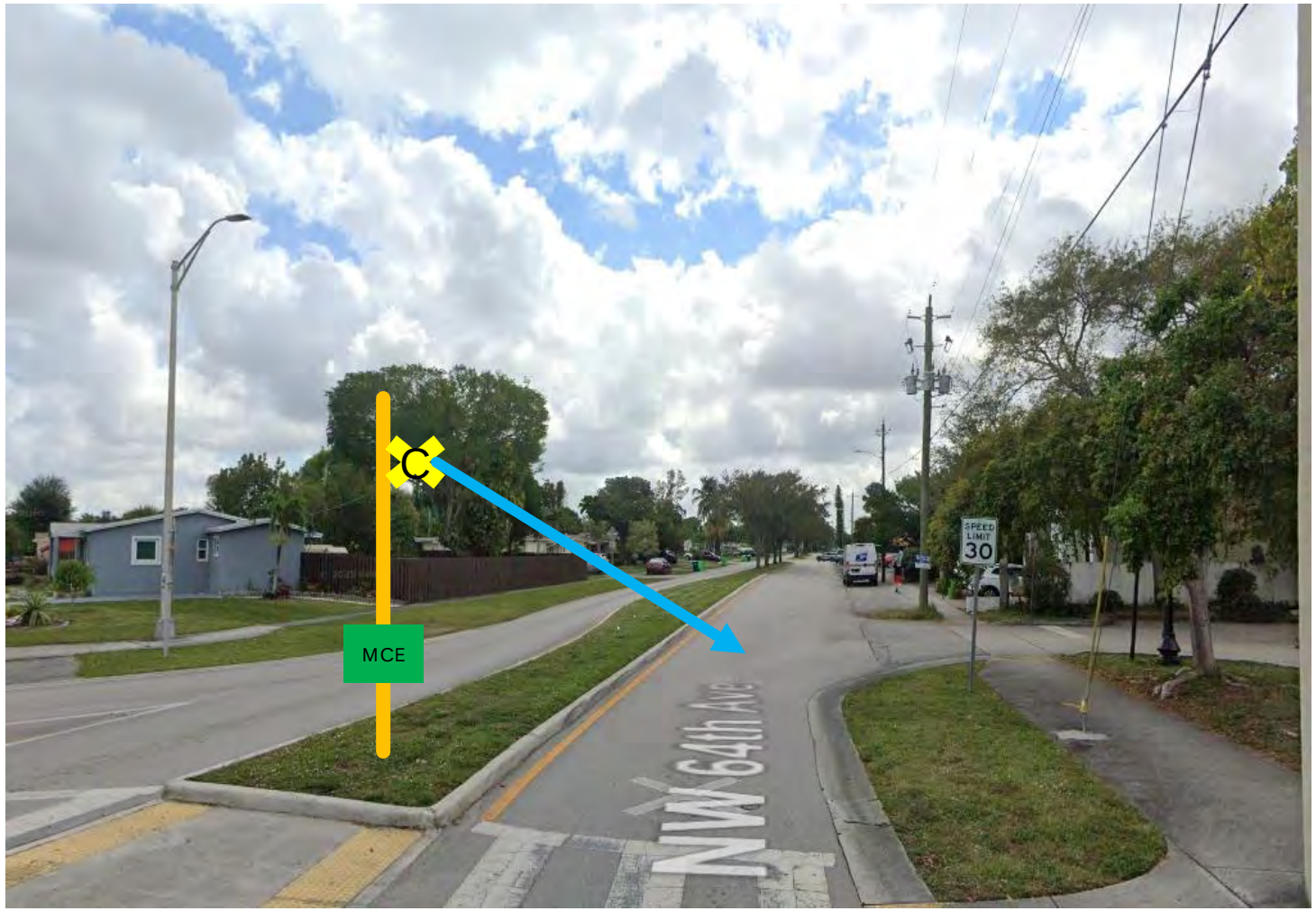
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1541592,-80.2351849



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip EB @ NW 64th Ave
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1541894,-80.2349659

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip NB/EB @ NW 19th St
Capturing NB/EB

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

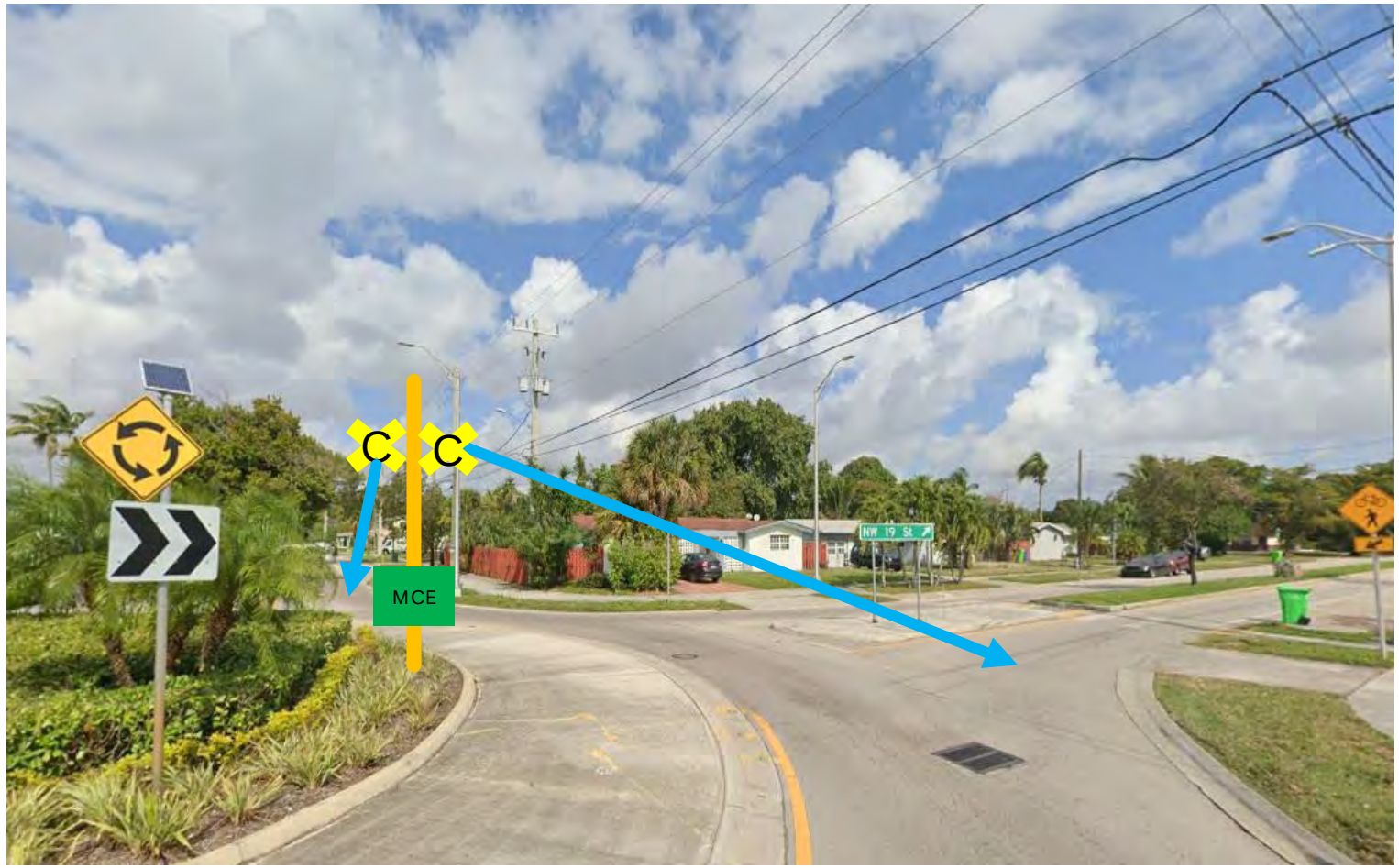
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1501009,-80.2322013



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip WB/SB @ NW 19th St
Capturing WB/SB

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1503152,-80.2323199

VETTED SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Sunrise Blvd WB @ Del Lago Cir
Capturing WB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1359533,-80.2283206

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Sunrise Blvd EB @ Del Lago Cir
Capturing EB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): South Florida Water Management
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1358212,-80.2284203

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Sunrise Blvd EB 6300 Blk
Capturing EB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

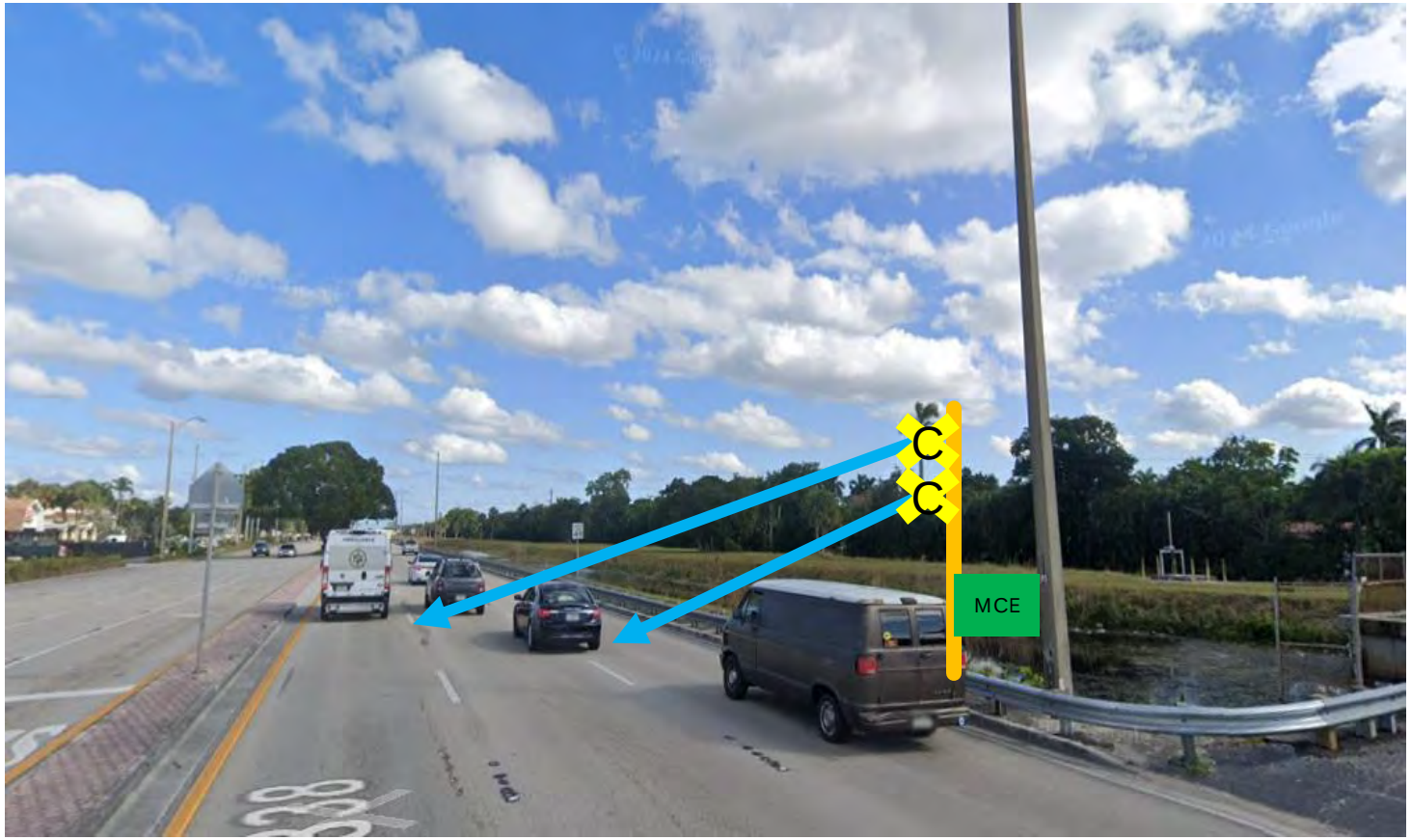
Property Owner (ROW): Old Plantation Water Control District
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1357682,-80.2345204



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Sunrise Blvd WB 6300 Blk
Capturing WB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): Old Plantation Water Control District
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1359146,-80.2349059

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip NB @ W Sunrise Blvd
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1359956,-80.2314245

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 60th Ave NB/SB @ W Oakland Park Blvd
Capturing NB/SB

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2 each direction
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.164036,-80.2320016

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 64th Ave NB @ W Oakland Park Blvd
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

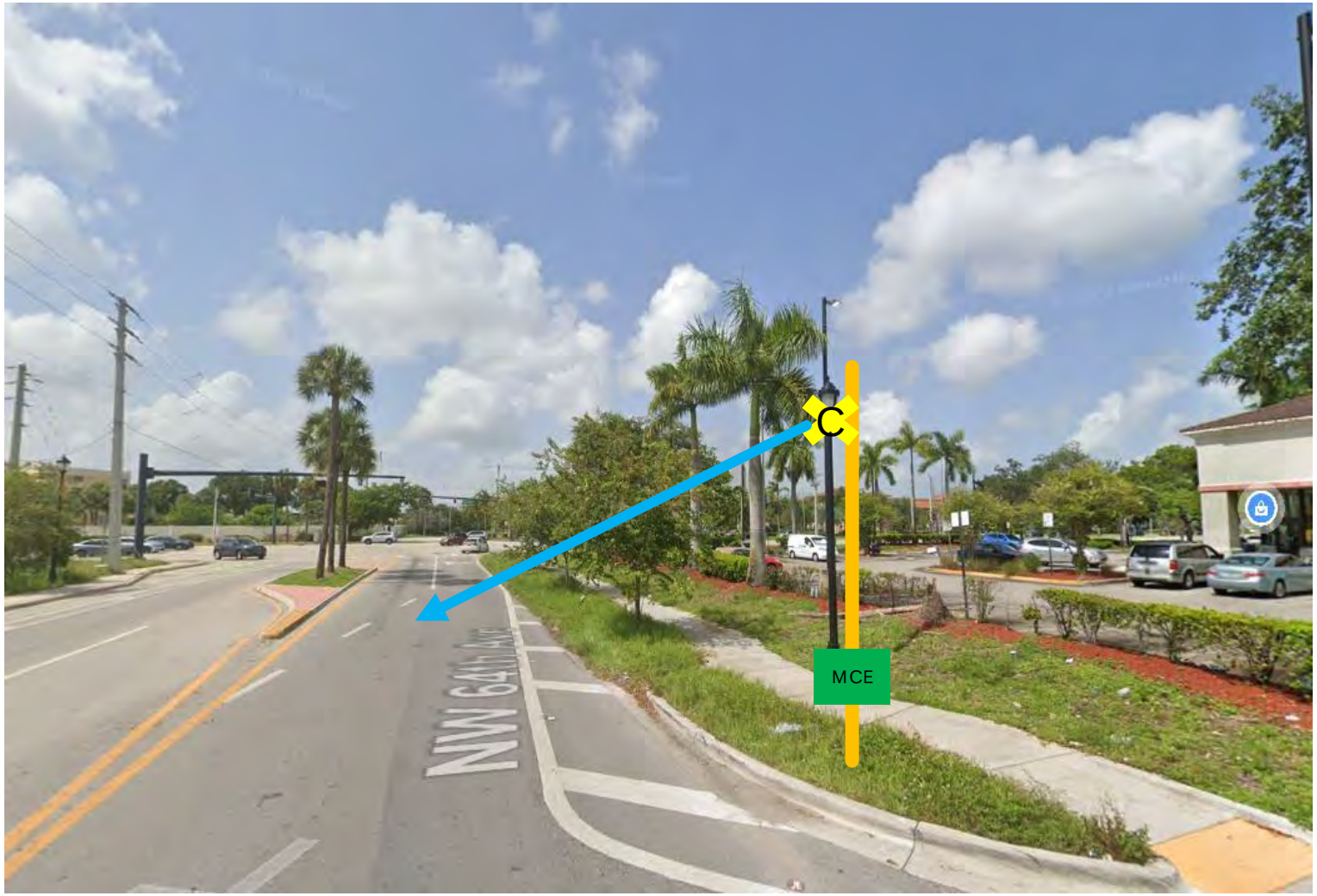
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1640613,-80.2352852



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 64th Ave SB @ NW 30th St
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1628627,-80.2353498

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 68th Ave NB @ W Oakland Park Blvd
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1637203,-80.2393248

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 68th Ave SB @ W Oakland Park Blvd
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

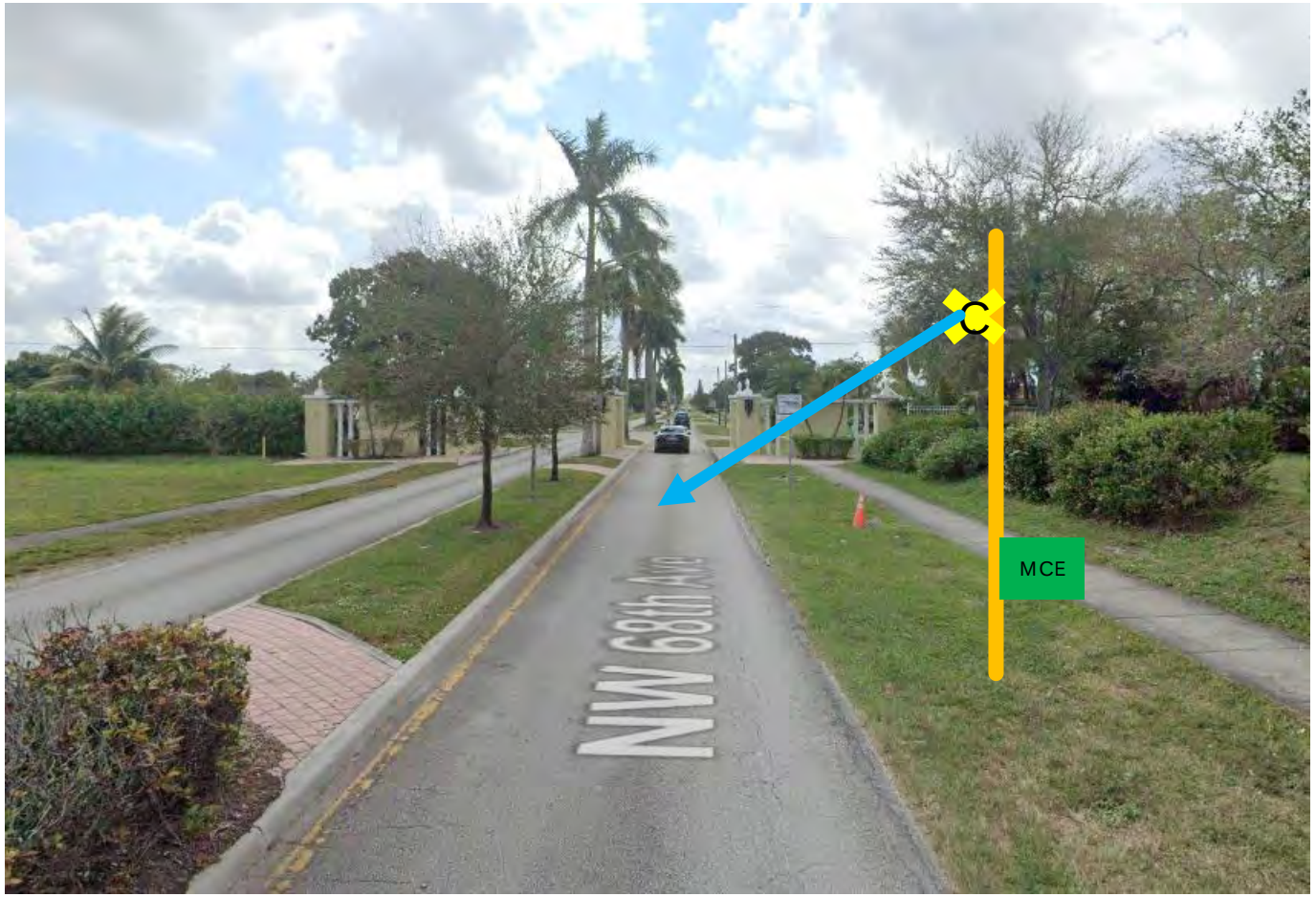
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1639287,-80.2394018



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Inverrary Blvd W NB @ NW 30th Pl
Capturing NB/EB

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1640441,-80.2447355

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 30th Pl WB @ Inverrary Blvd W
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

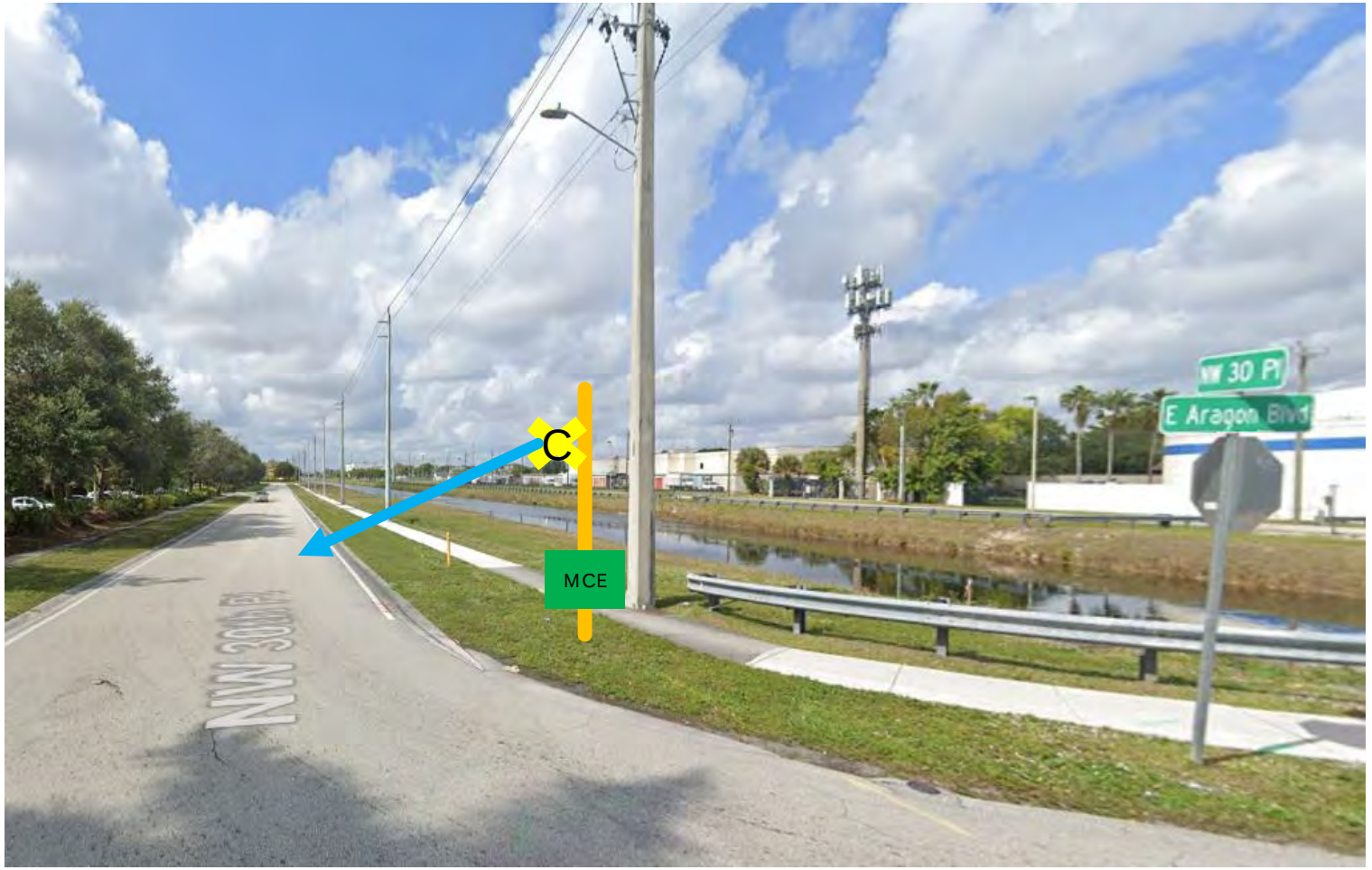
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1640441,-80.2447355



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Oakland Park Blvd WB @ W Atrium
Capturing WB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): FDOT
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1667037,-80.2530005

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Oakland Park Blvd EB @ W Atrium
Capturing EB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar

- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): FDOT
Permit Type:

- Wind load / Structural (Y/N): Y

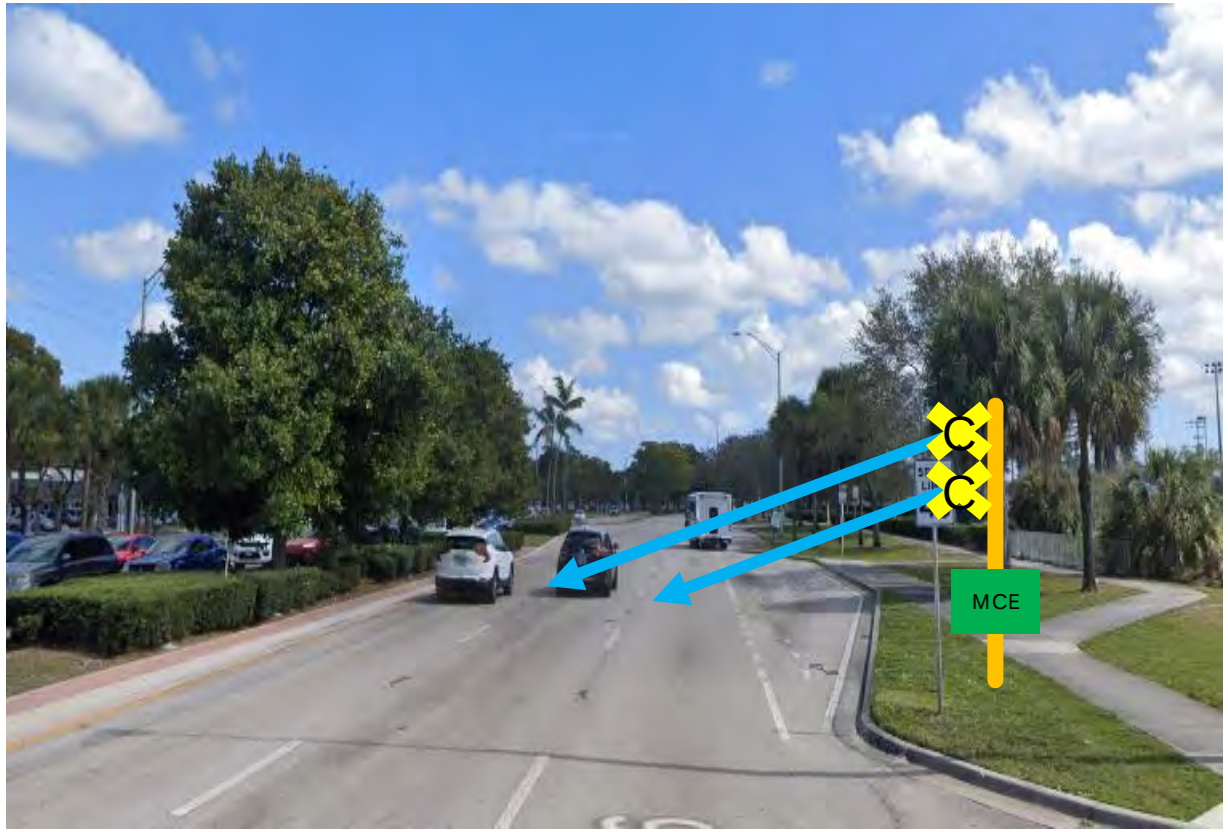
Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:

- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1664497,-80.2517913



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N University Dr NB @ NW 39th St
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): Private Property (Water Bridge West)
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1726713,-80.2554962

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N University Dr SB @ NW 42nd Pl
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

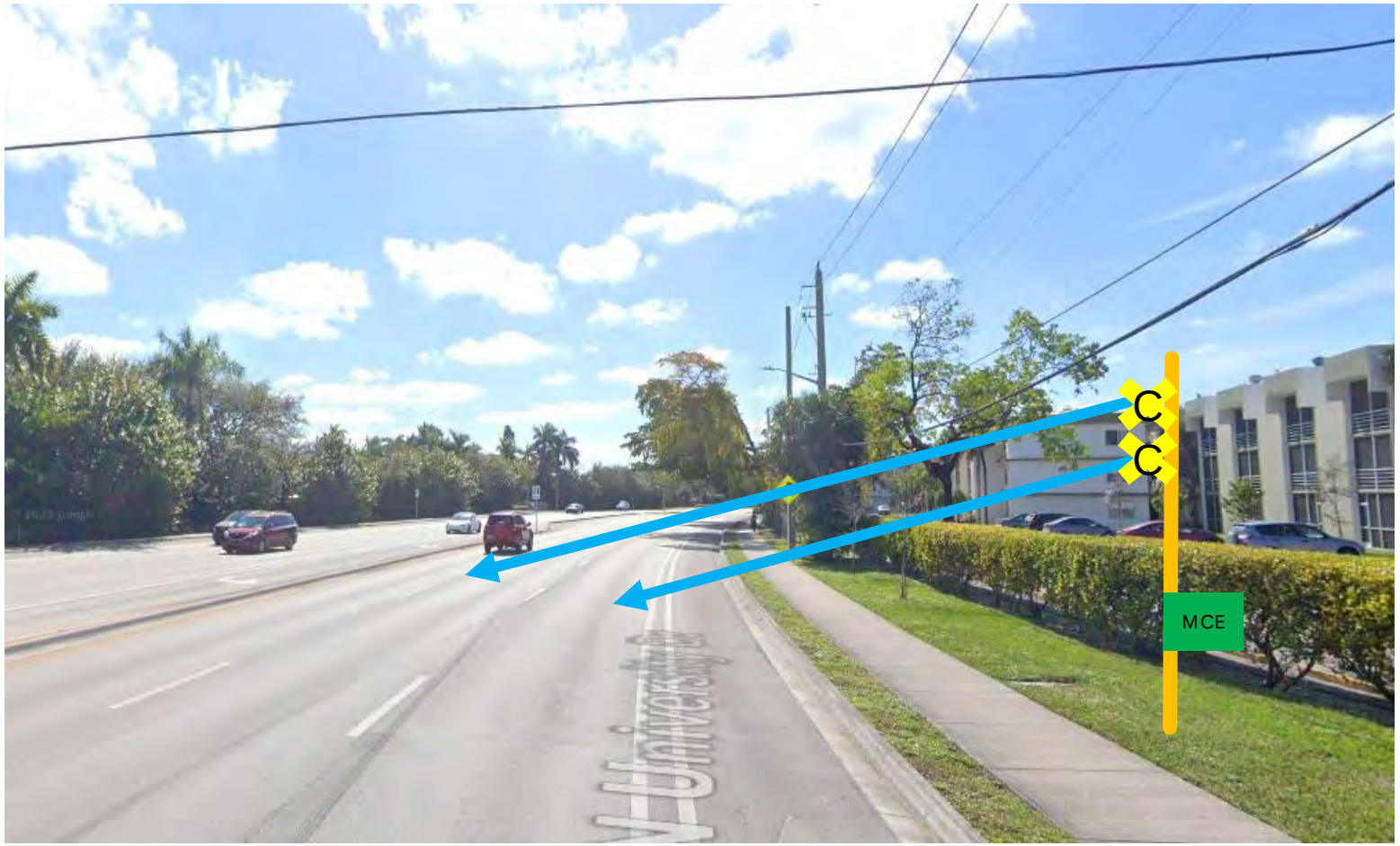
Property Owner (ROW): FDOT / Private Property?
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1770865,-80.2523394



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Springtree Dr NB/SB @ NW 44th St
Capturing NB/SB

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1783593,-80.2636948

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd NB @ NW 44th St
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1777322,-80.2677045

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 44th St WB @ N Pine Island Rd
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1792552,-80.2681834

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd SB @ NW 44th St
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1789304,-80.2679826

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 44th St EB @ N Pine Island Rd
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1790434,-80.2676462

VETTED SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Springtree Lakes Dr WB/EB @ N Pine Island Rd
Capturing WB/EB

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

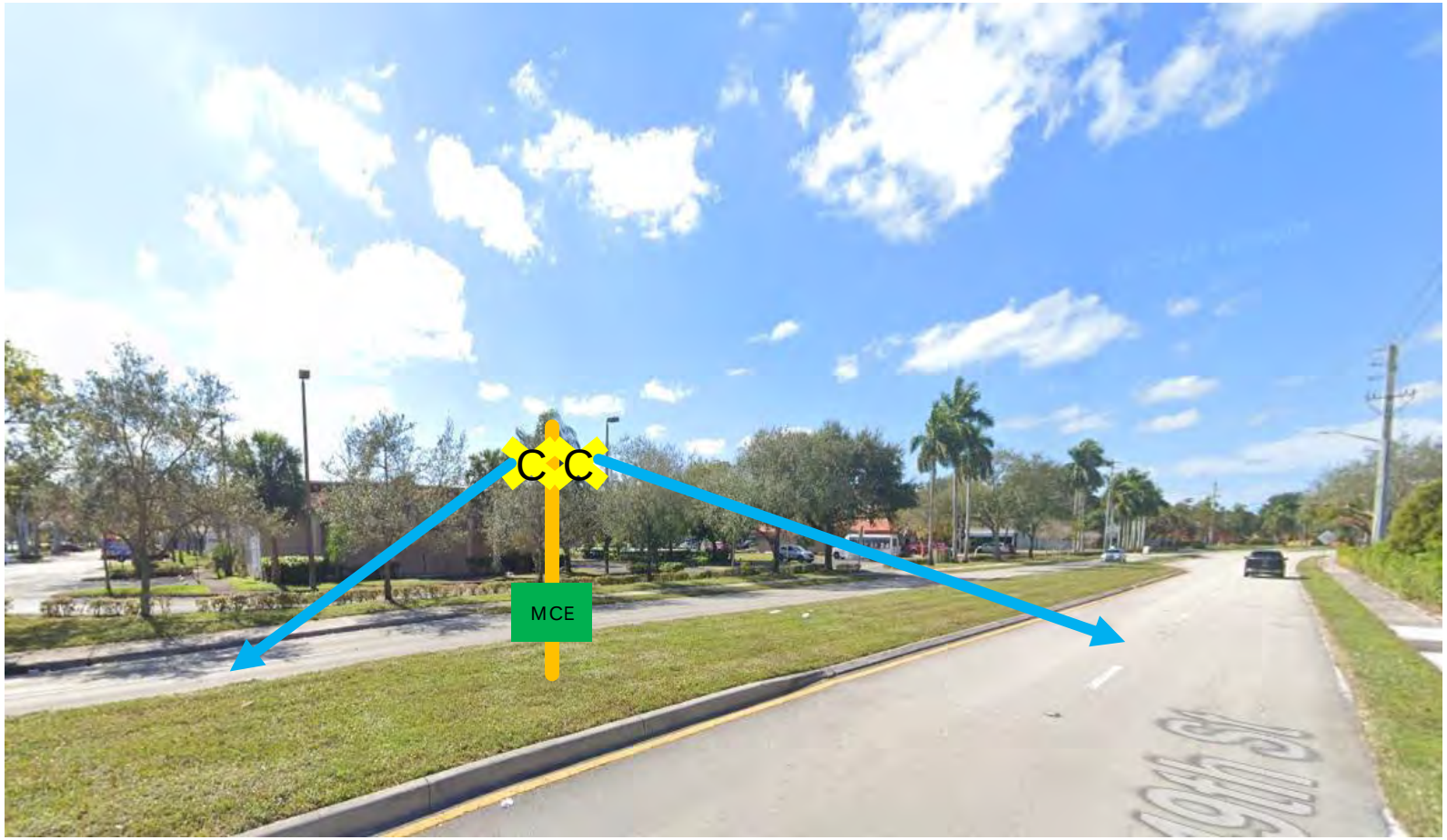
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1820499,-80.2682838



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 50th St EB @ N Pine Island Rd
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1864347,-80.2700111

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 50th St WB @ N Pine Island Rd
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1865293,-80.2698138

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd NB @ NW 50th St
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

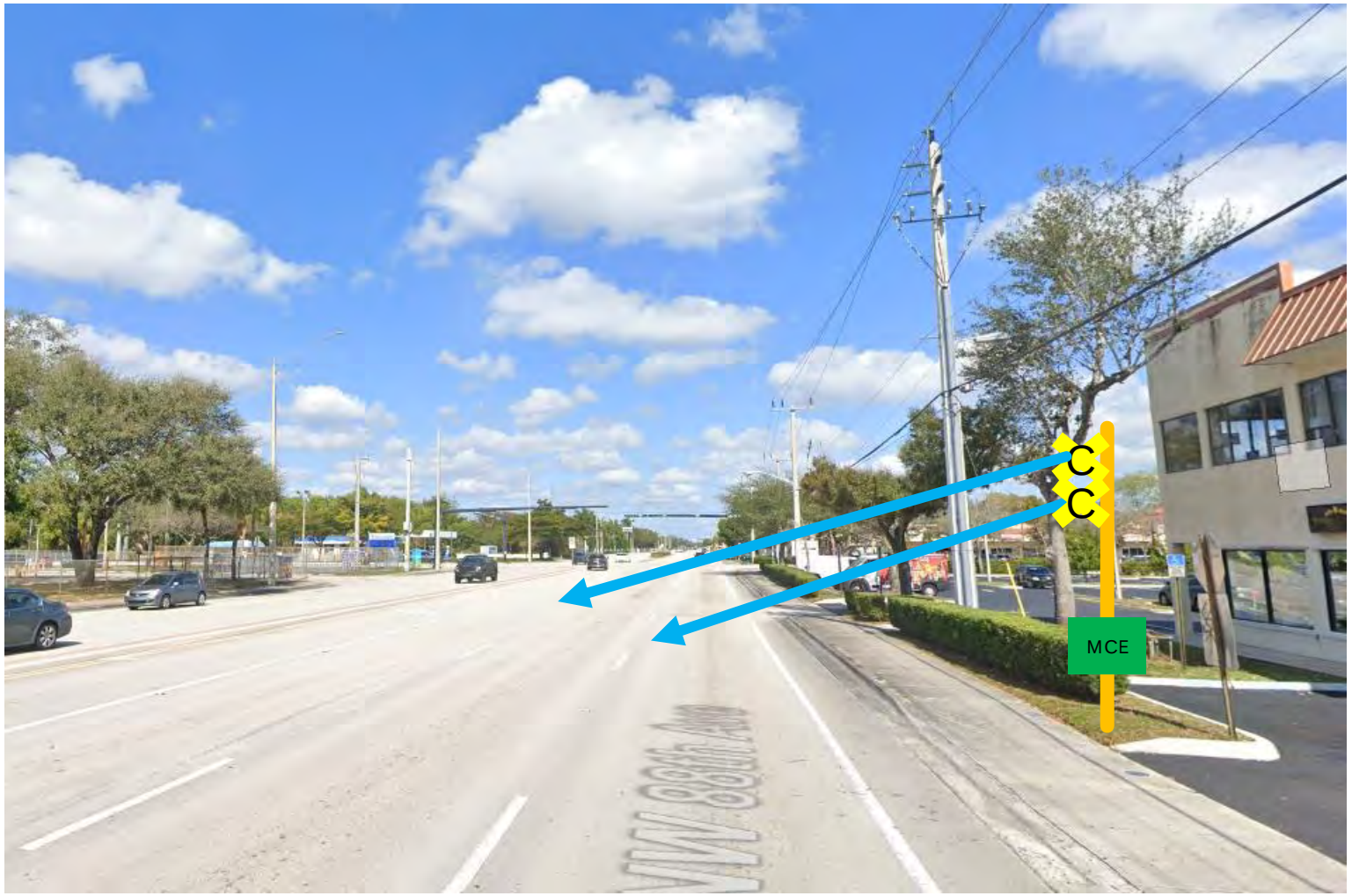
Property Owner (ROW): City of Lauderhill
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1855058,-80.2678849



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd SB @ NW 50th St
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

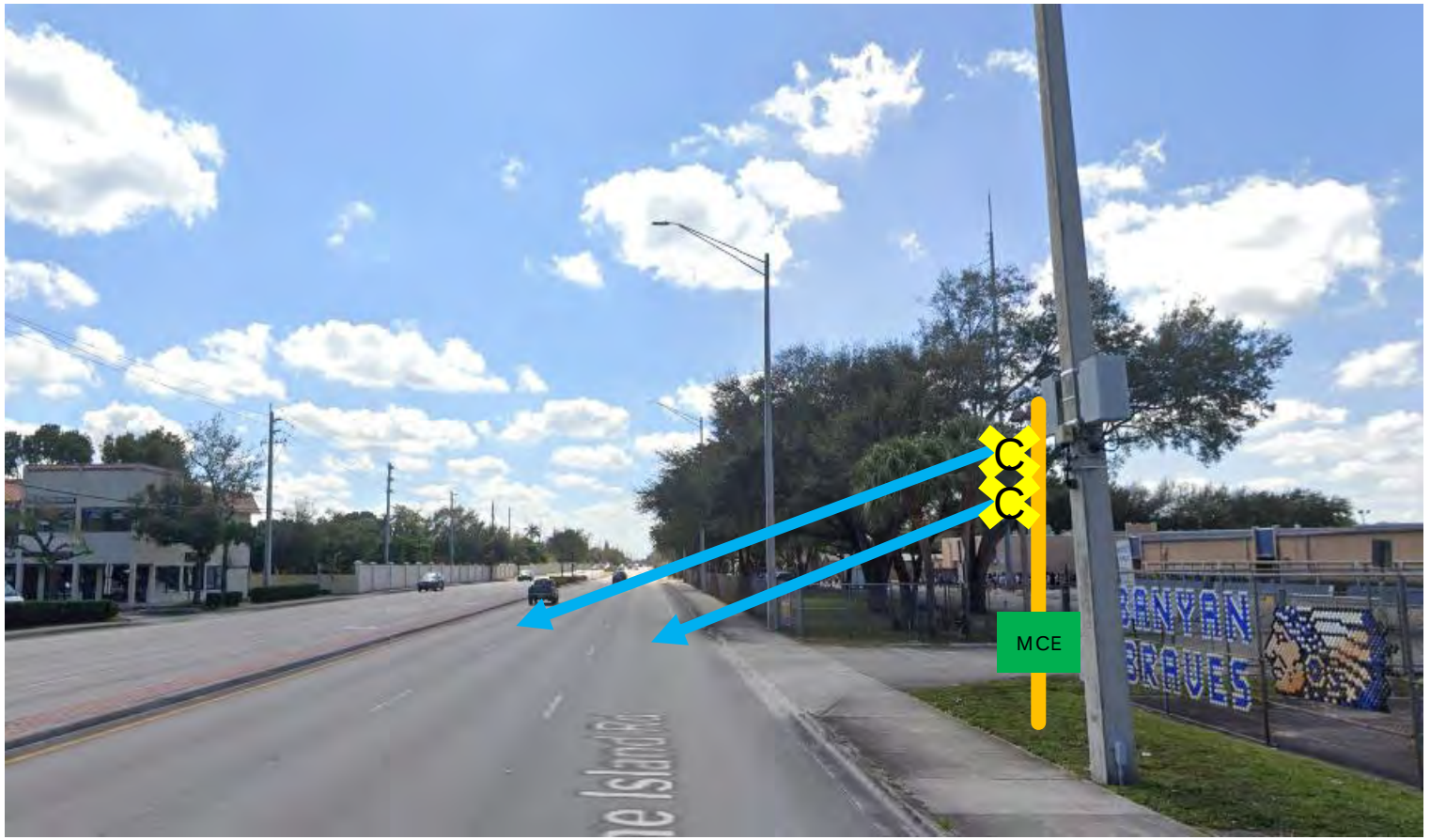
Property Owner (ROW): Broward County Schools
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1863119,-80.2681234



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Commercial Blvd EB @ N Pine Island Rd
Capturing EB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): Broward County Schools
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1936482,-80.2701425

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd NB @ Commercial Blvd
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1919704,-80.2680617

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Commercial Blvd WB @ N Pine Island Rd
Capturing WB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

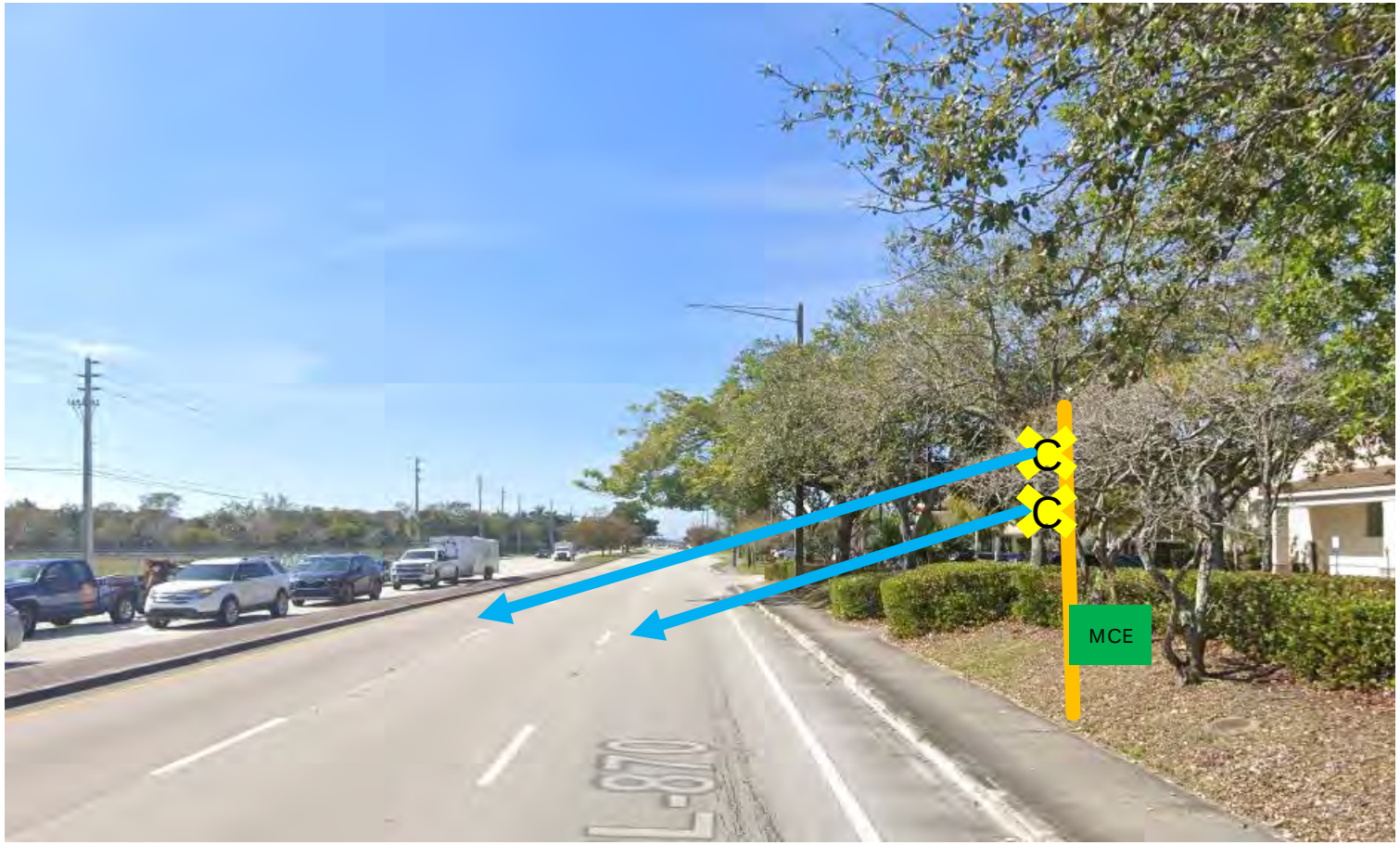
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1938845,-80.2686113



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd SB @ Commercial Blvd
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): Sunshine Gasoline Distributors
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1932814,-80.268293

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 94th Ave NB @ Commercial Ave
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1923938,-80.2760663

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 94th Ave SB @ Commercial Blvd
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1933975,-80.2761427

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Nob Hill Rd SB @ Commercial Blvd
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1935717,-80.2844118

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Nob Hill Rd NB @ Commercial Blvd
Capturing NB

Camera Type: 1x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1918995,-80.2841165

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Hiatus Rd SB @ Commercial Blvd
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

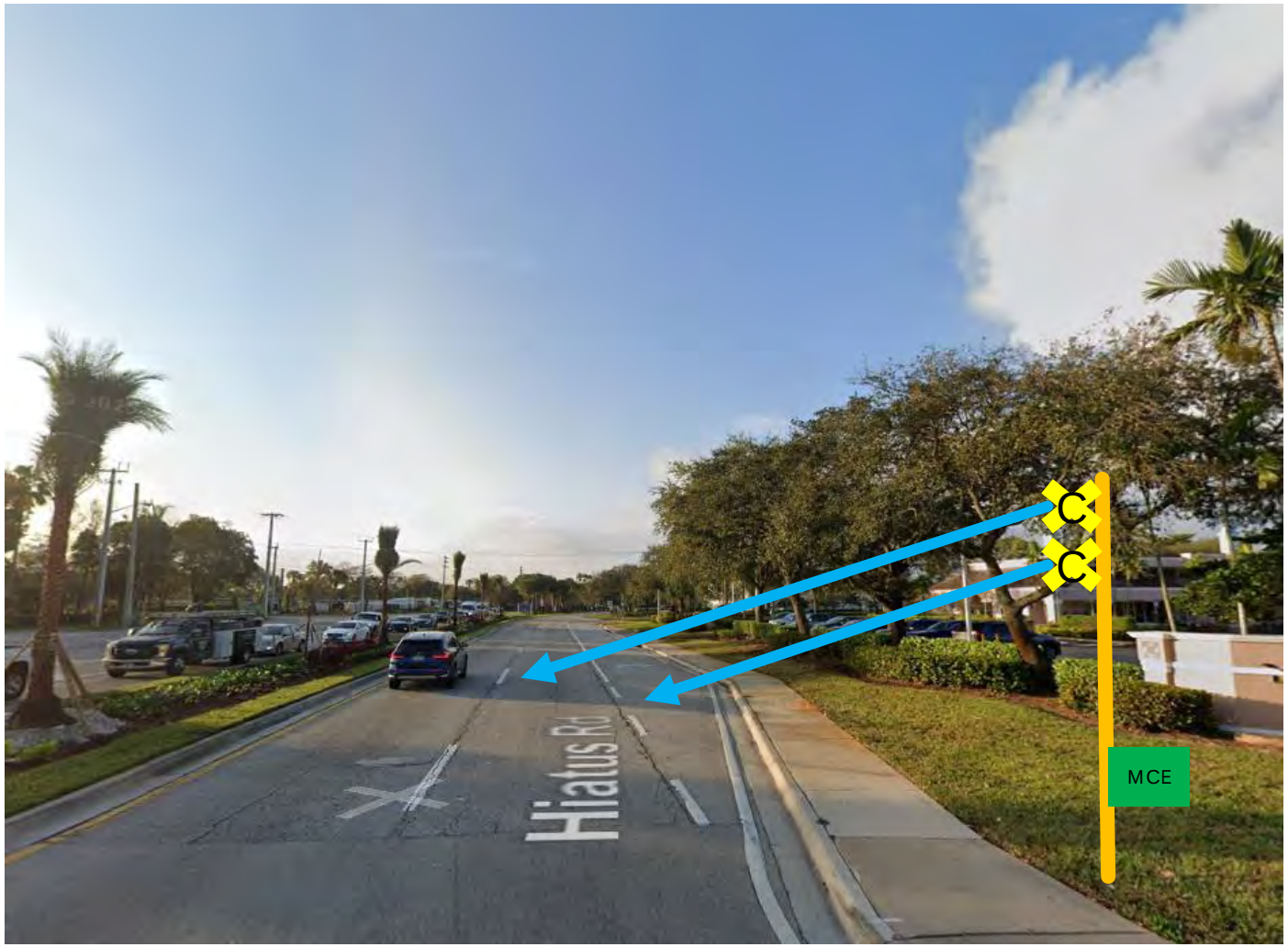
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1934631,-80.2877501



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Hiatus Rd NB @ Commercial Blvd

Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar

- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:

- Wind load / Structural (Y/N): Y

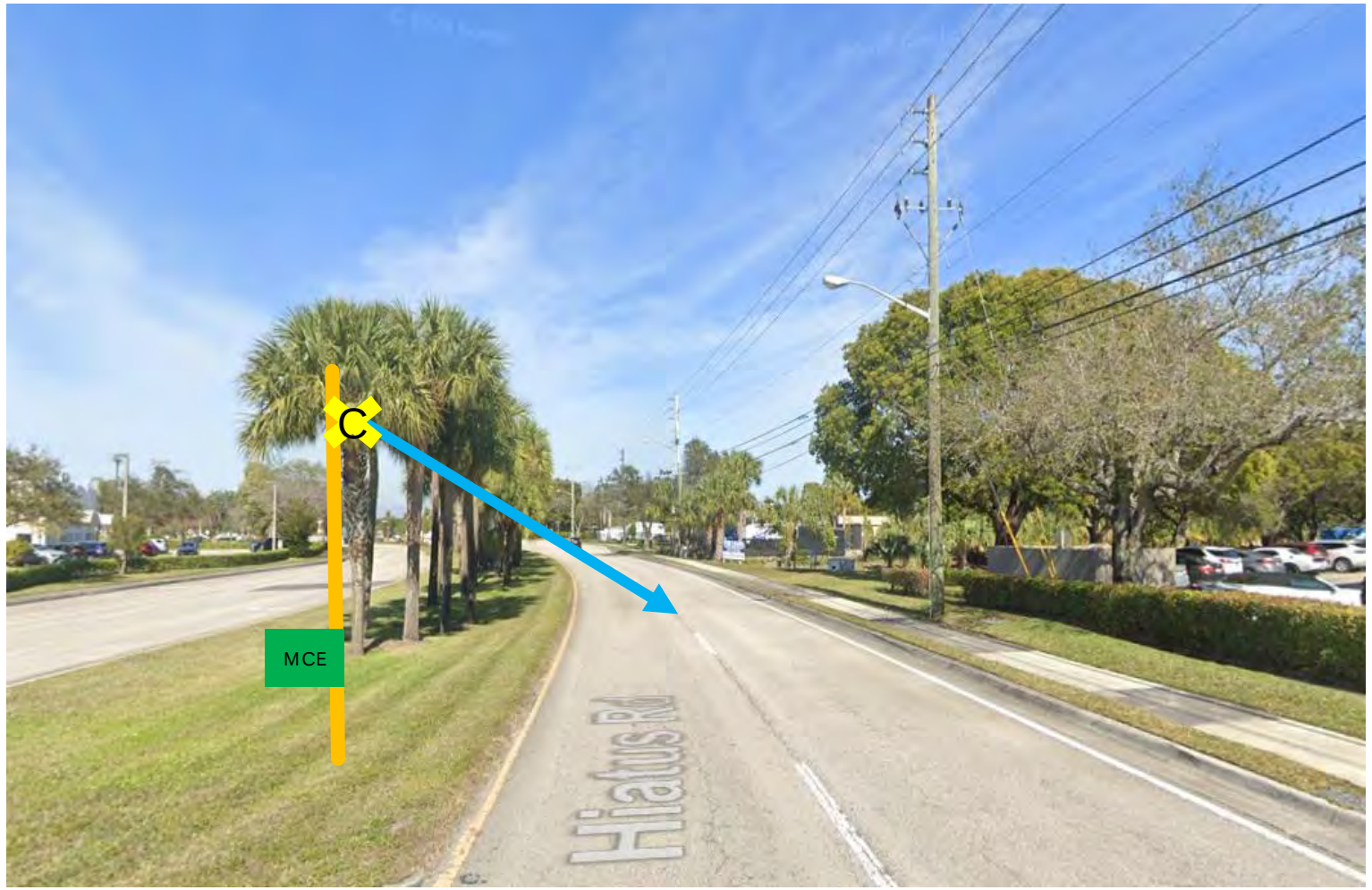
Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:

- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1912236,-80.2879779



VETTED SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sawgrass Expy Onramp @ W Oakland Park Blvd
Capturing Onramp

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

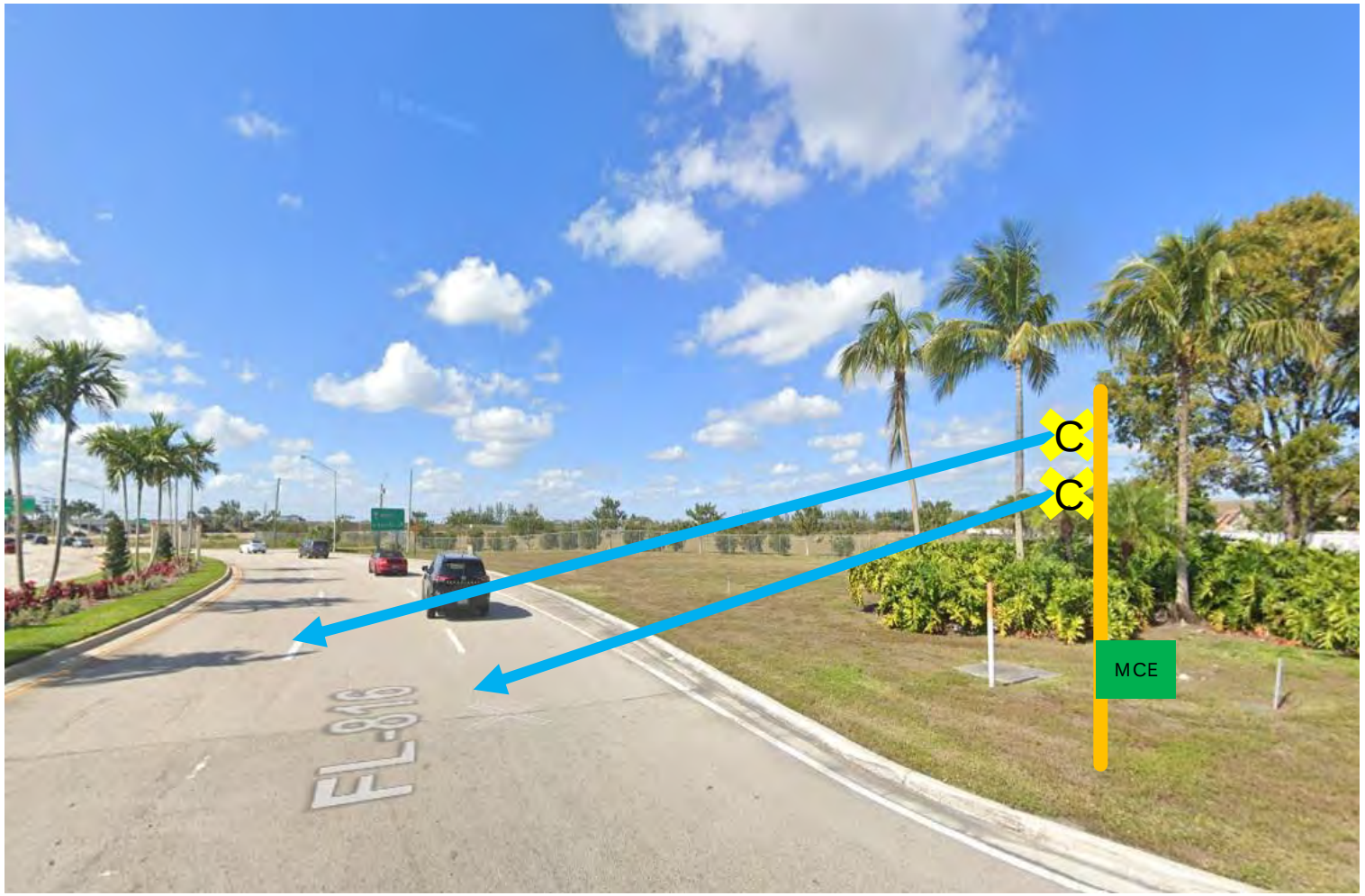
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1683676,-80.3128179



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Oakland Park Blvd EB @ Sawgrass Expy
Capturing EB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

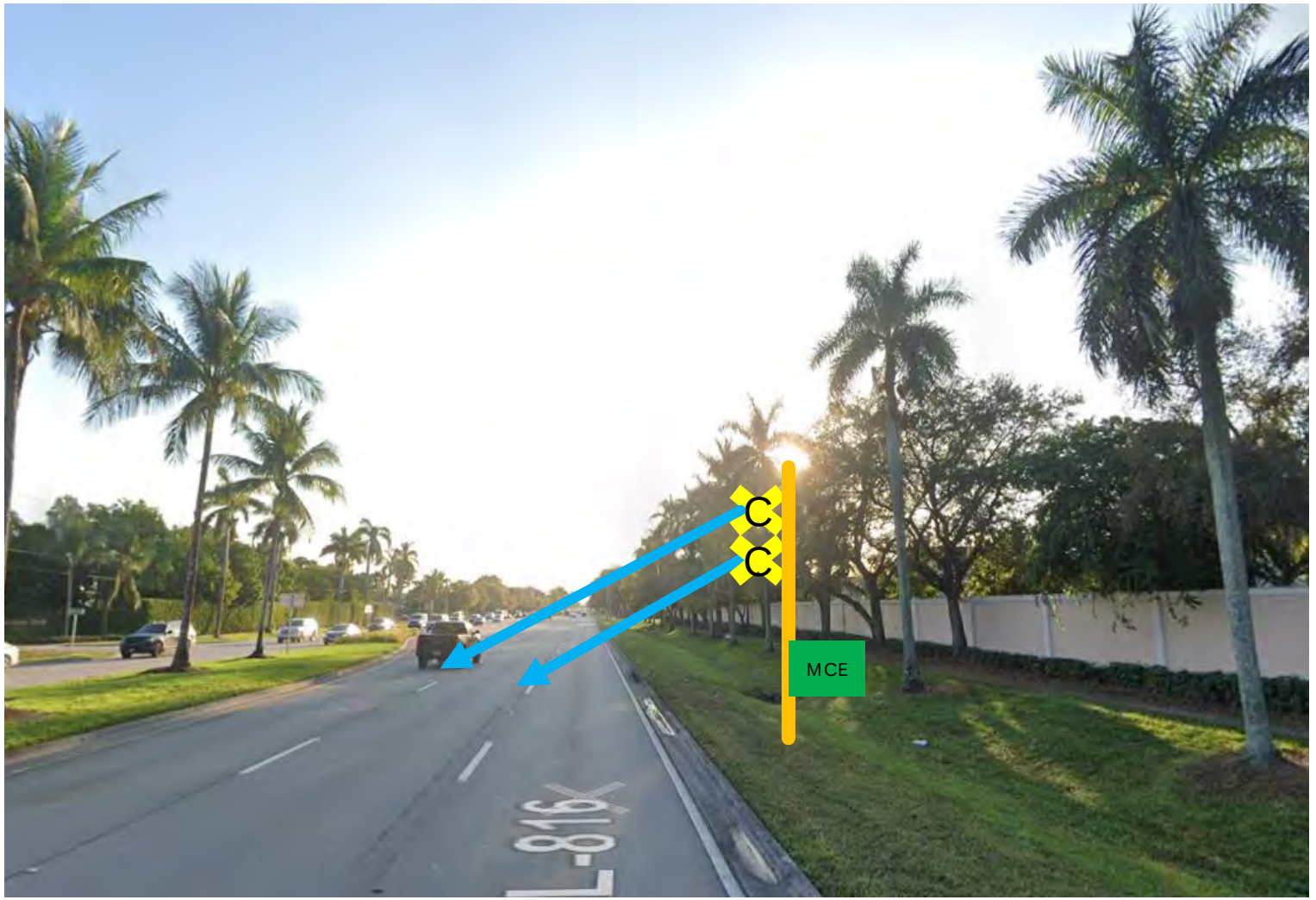
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1685084,-80.3110359



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Oakland Park Blvd SB @ Sawgrass Expy
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1680154,-80.313063

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sawgrass Expy Onramp @ Pat Salerno Dr
Capturing Onramp

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.161322,-80.3239052

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

FLA Live Arena Entrance @ Sawgrass Expy
Capturing Inbound

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1611397,-80.3234917

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

FLA Live Arena Entrance @ Sawgrass Expy
Capturing Inbound

Camera Type: 1 x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1613691,-80.3220247

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Pat Salerno Dr EB @ Sawgrass Expy
Capturing Eastbond

Camera Type: 1x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1613307,-80.3260336

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Pat Salerno Dr WB @ Panther Pkwy
Capturing WB

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

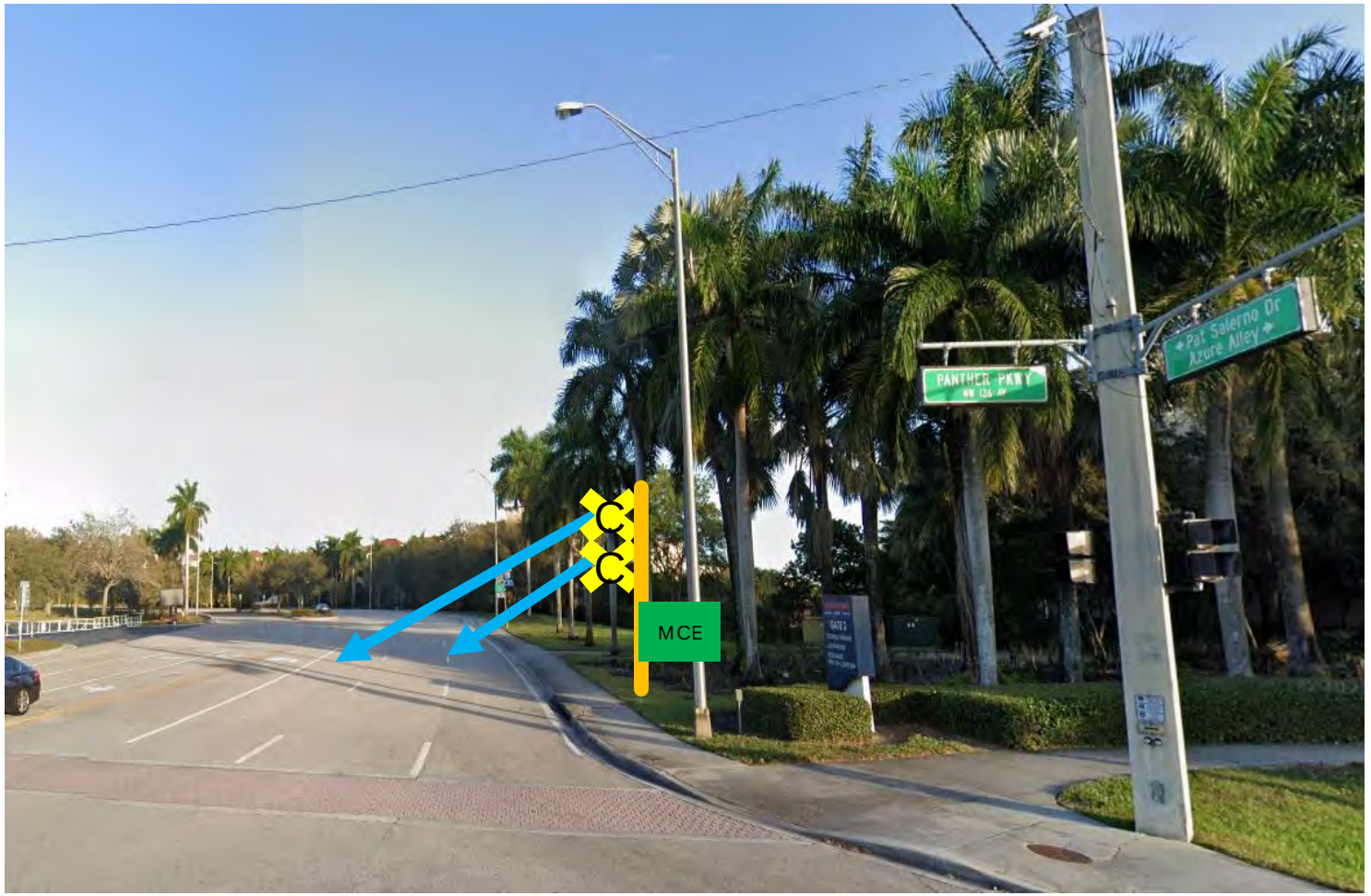
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1603695,-80.3184307



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Panther Pkwy EB @ Pat Salerno Dr
Capturing EB

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1602445,-80.31801

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 136th Ave SB @ Pat Salerno Dr
Capturing SB

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

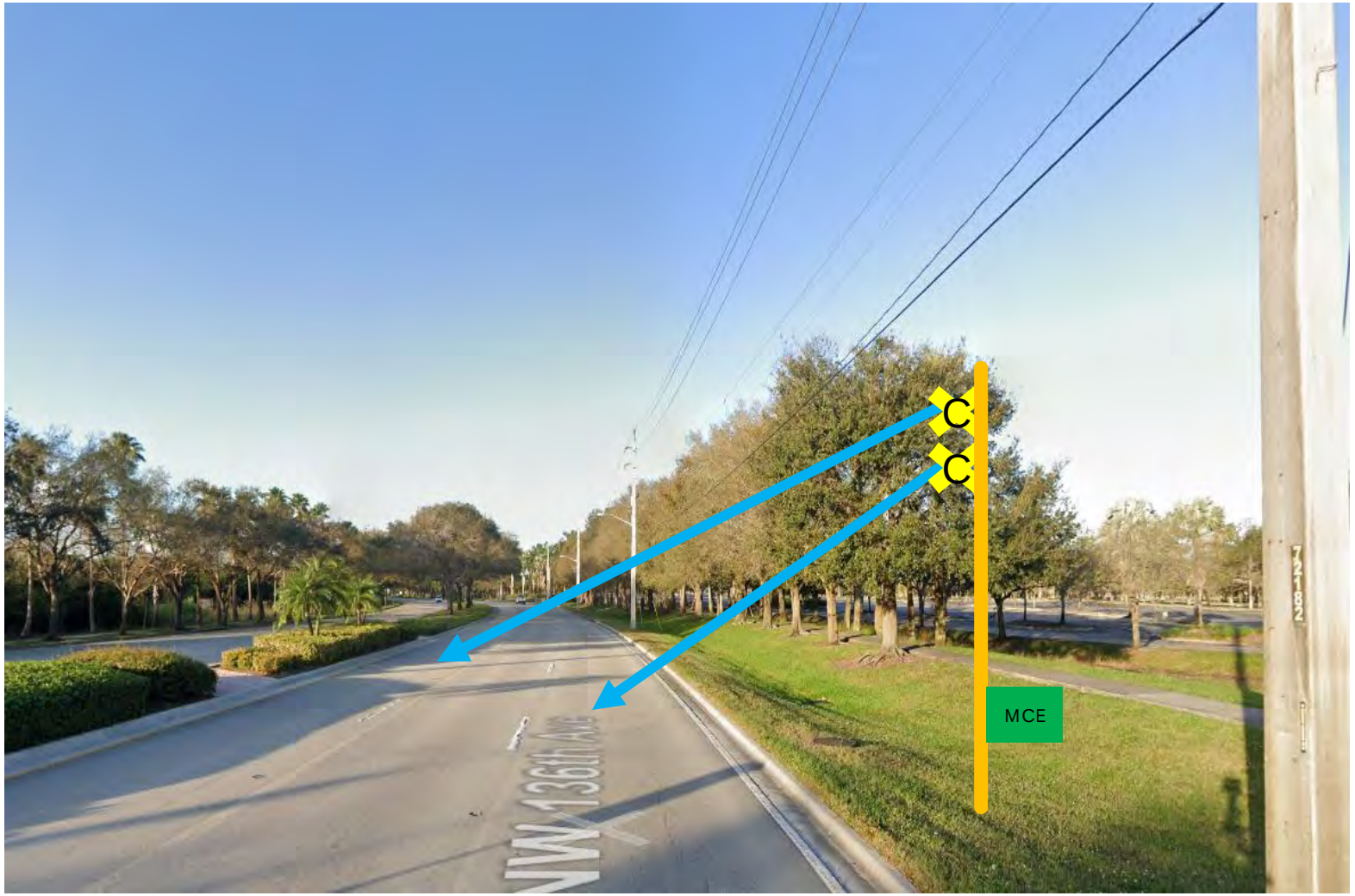
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1602078,-80.3188341



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Azure Alley SB @ Panther Pkwy
Capturing SB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1600017,-80.3185241

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Orange Grove Rd Mall Entrance @ NW 136th Ave
Capturing Inbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1567512,-80.3224279

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Orange Grove Rd Mall Exit @ NW 136th Ave
Capturing Outbound

Camera Type: 2 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1562619,-80.3219117

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Red Snapper Rd Mall Entrance @ NW 136th Ave
Capturing Inbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1523248,-80.3245575

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Red Snapper Rd Mall Exit @ NW 136th Ave
Capturing Outbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1539132,-80.3255385

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Green Toad Rd Mall Entrance @ NW 136th Ave
Capturing Inbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

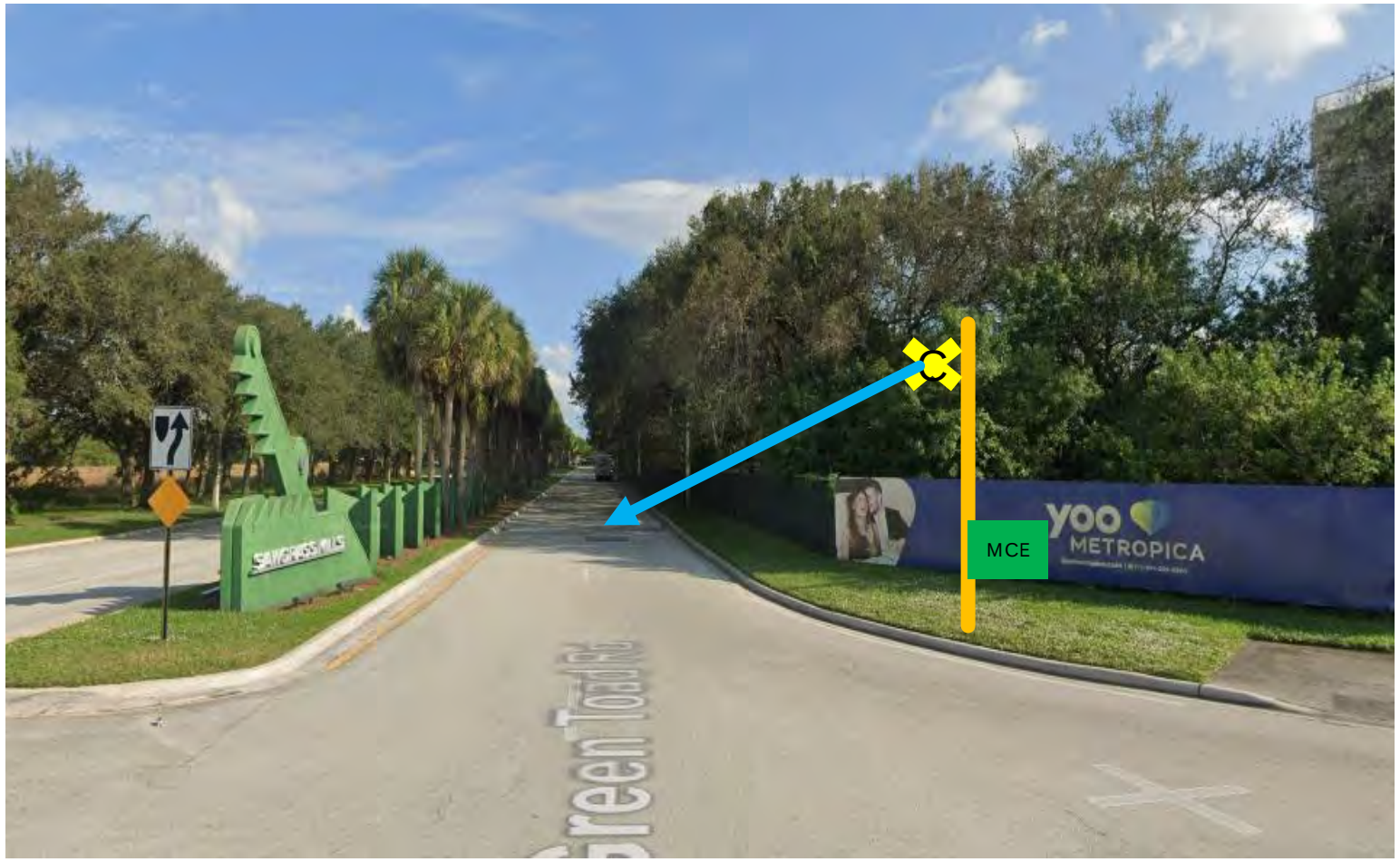
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1521687,-80.3291066



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Green Toad Rd Mall Exit @ NW 136th Ave
Capturing Outbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1510618,-80.3265506

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 136th Ave NB @ W Sunrise Blvd
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1461734,-80.3299412

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Sunrise Blvd WB @ NW 136th Ave
Capturing WB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1459221,-80.3303658

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 136th Ave SB @ W Sunrise Blvd
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1454076,-80.3301688

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

W Sunrise Blvd EB @ NW 136th Ave
Capturing EB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

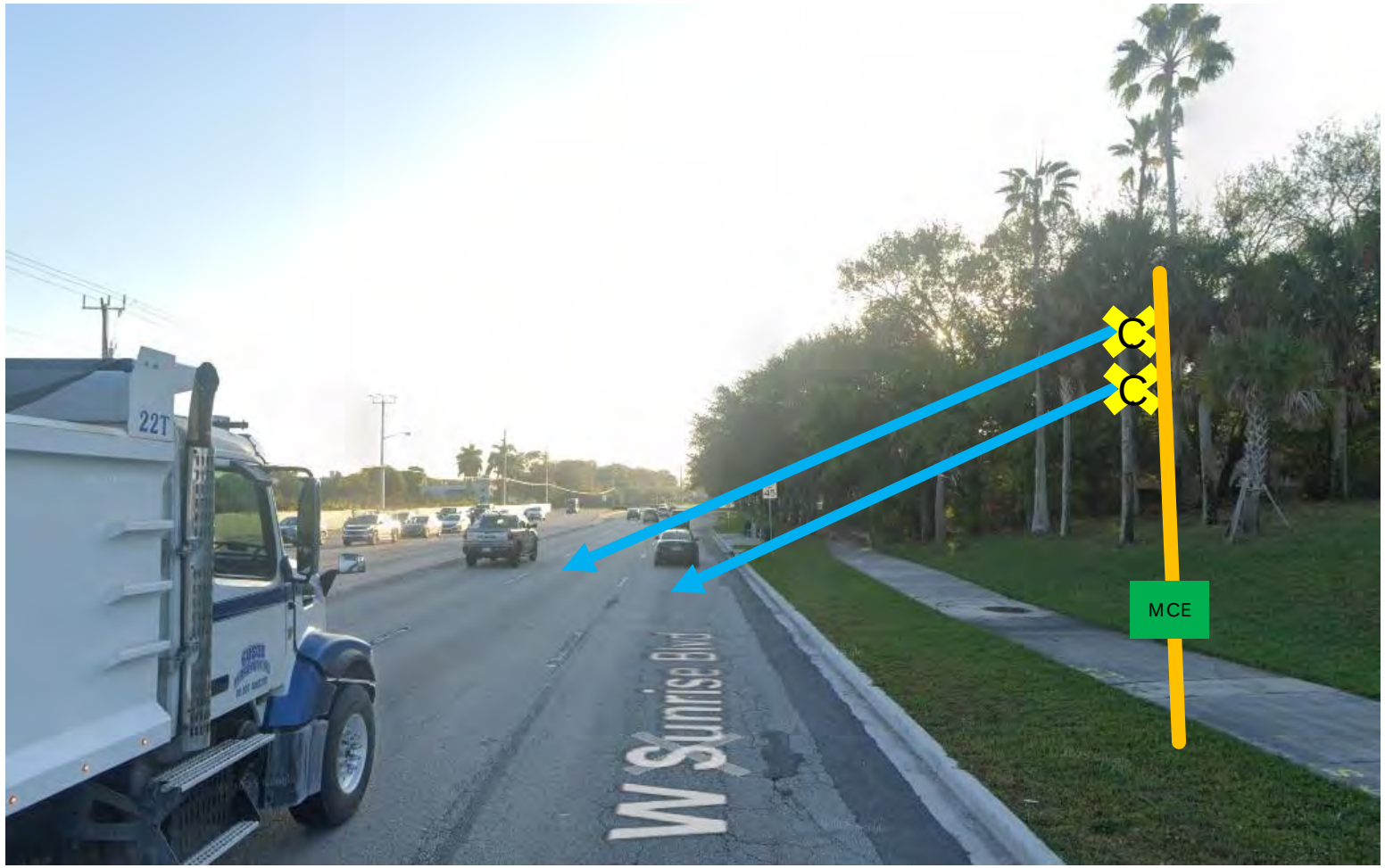
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1457266,-80.3297242



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Yellow Toucan Rd Mall Entrance @ W Sunrise Blvd
Capturing Inbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1455221,-80.3256383

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Yellow Toucan Rd Mall Exit @ W Sunrise Blvd
Capturing Outbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1468299,-80.325287

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

White Seahorse Way Mall Entrance @ W Sunrise Blvd
Capturing Inbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.144763,-80.3218359

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

White Seahorse Way Mall Exit @ W Sunrise Blvd
Capturing Outbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1460535,-80.3221483

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Purple Parrot Pl Mall Entrance @ W Sunrise Blvd
Capturing Inbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1455774,-80.3185672

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Purple Parrot Pl Mall Exit @ W Sunrise Blvd
Capturing Outbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1470047,-80.3190839

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Blue Dolphin Blvd Mall Entrance @ N Flamingo Rd
Capturing Inbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

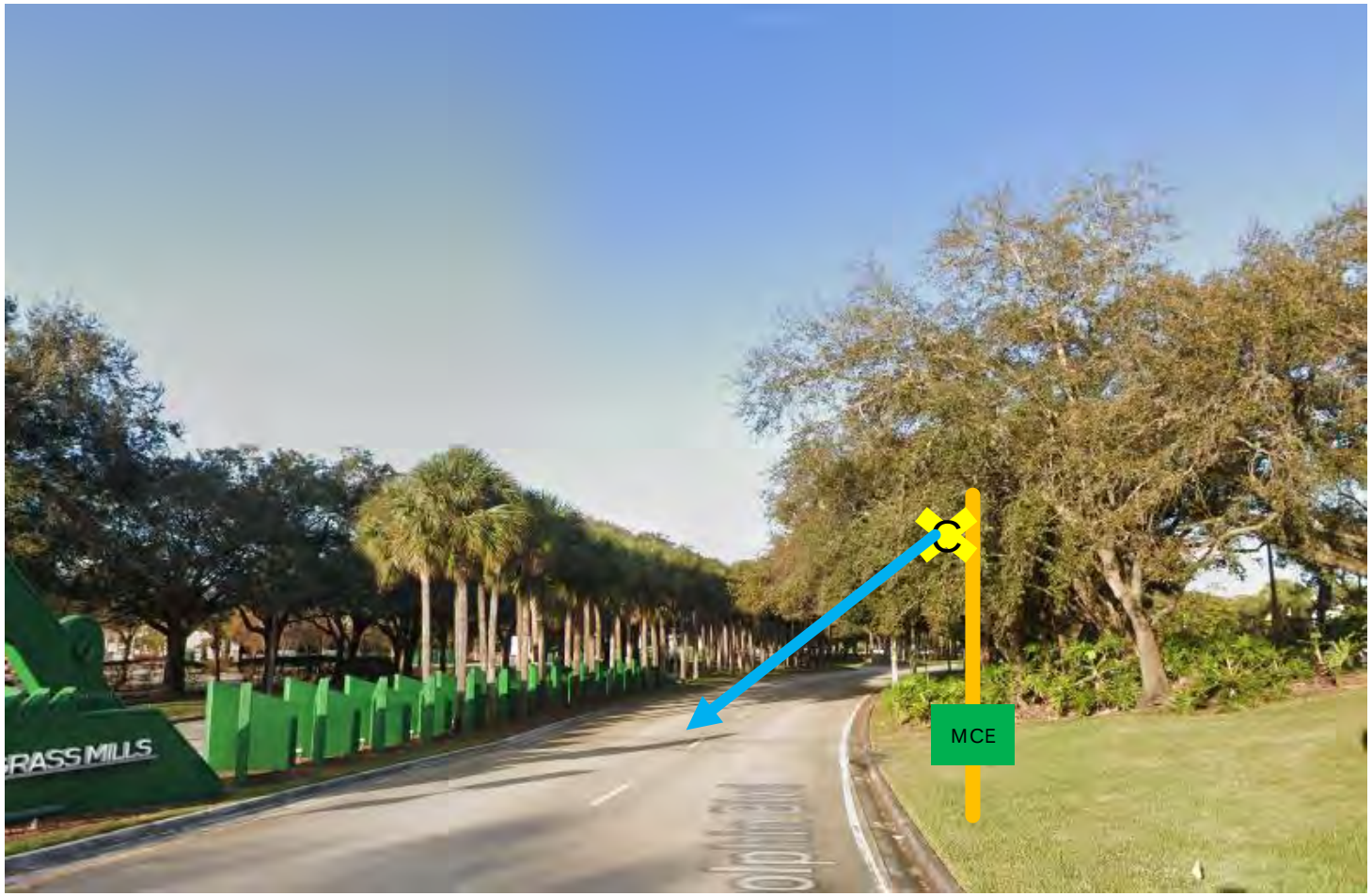
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1498336,-80.3145414



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Blue Dolphin Blvd Mall Exit @ N Flamingo Rd
Capturing Outbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1498833,-80.3161489

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Pink Flamingo Ln Mall Entrance @ N Flamingo Rd
Capturing Inbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1568662,-80.3145658

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Pink Flamingo Ln Mall Exit @ N Flamingo Dr
Capturing Outbound

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1564852,-80.3160844

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 128th Dr SB @ W Sunrise Blvd
Capturing SB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.144296,-80.3220598

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 128th Dr NB @ W Sunrise Blvd
Capturing NB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1429834,-80.321677

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 12th St EB @ N Harrison Pkwy
Capturing EB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1371043,-80.3300128

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 12th St EB @ N Harrison Pkwy
Capturing WB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1373593,-80.3301897

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 126th Terr SB @ NW 8th St
Capturing SB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1317706,-80.3178119

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 126th Terr NB @ NW 8th St
Capturing NB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1313398,-80.3177084

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Silver Palm Blvd NB @ NW 12th St
Capturing NB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1381625,-80.3236969

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Silver Palm Blvd SB @ NW 12th St
Capturing SB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

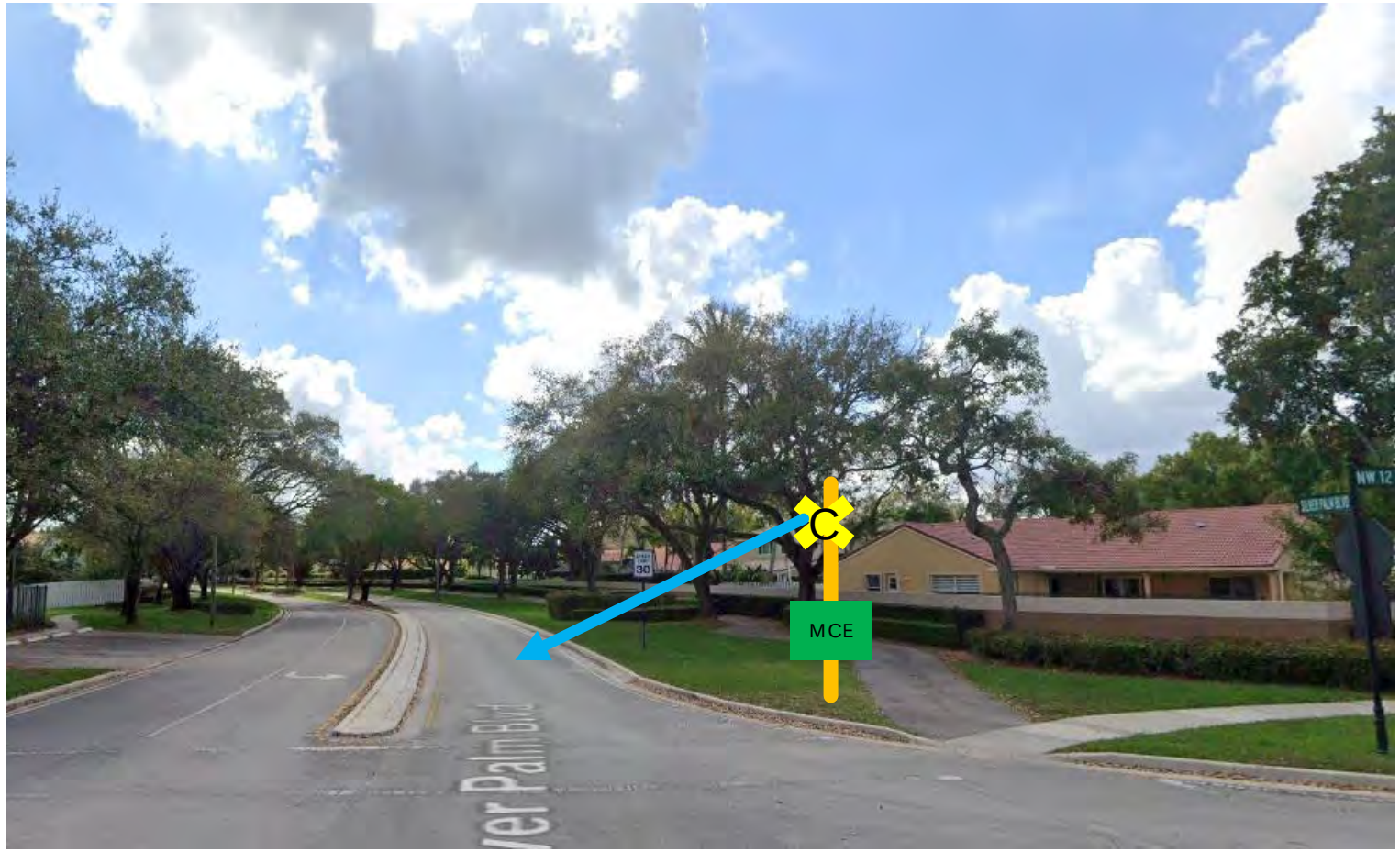
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 1
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1381617,-80.3237324



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 44th St NB/EB @ Hiatus Rd
Capturing NB/EB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

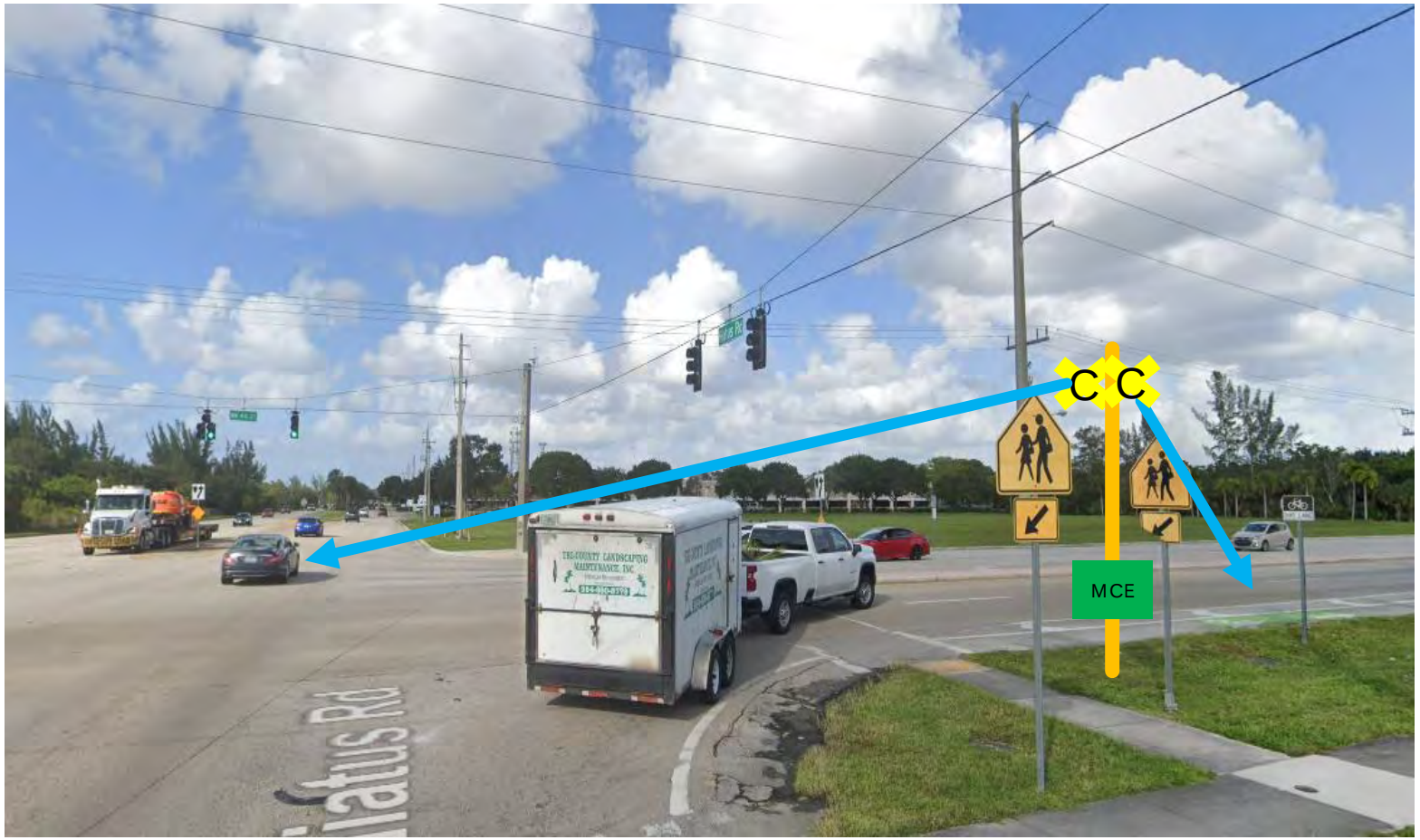
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2 each direction
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1789603,-80.2907795



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

NW 44th St WB @ Hiatus Rd
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

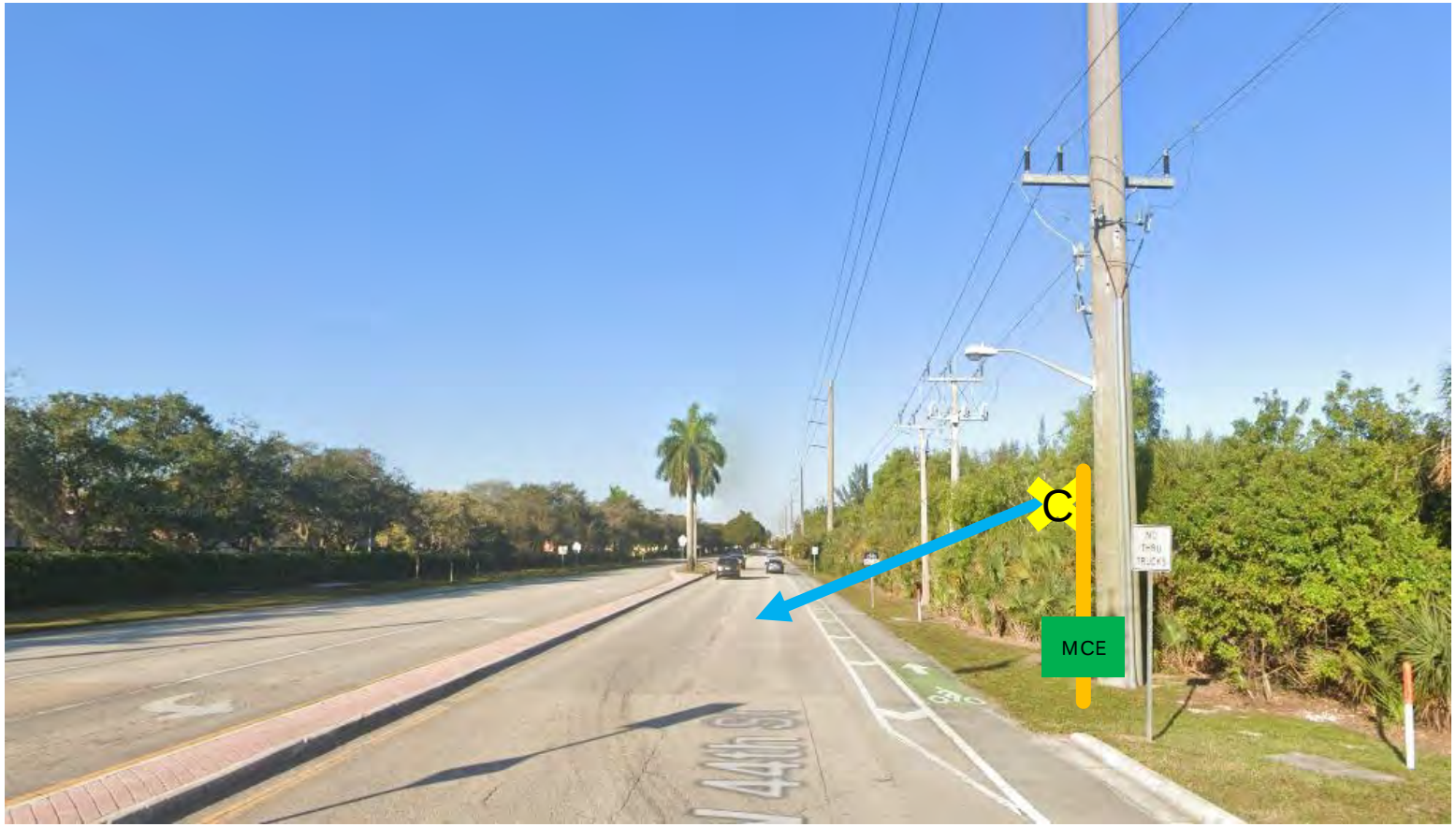
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1791781,-80.2910109



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Hiatus Rd SB @ NW 44th St
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1789763,-80.2909117

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Springtree Lakes Dr EB @ N Nob Hill Rd
Capturing EB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1833187,-80.2838502

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Springtree Lakes Dr WB @ N Nob Hill Rd
Capturing WB

Camera Type: 1 x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1834815,-80.2842615

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Nob Hill Rd NB @ Springtree Lakes Dr
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1835434,-80.2839557

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Nob Hill Rd SB @ Springtree Lakes Dr
Capturing SB

Camera Type: 2x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1830924,-80.284165

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Nob Hill Rd @ Sunset Strip
Capturing NB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1530497,-80.2826472

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Nob Hill Rd SB @ Sunset Strip
Capturing SB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1526471,-80.2828177

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip EB @ N Nob Hill Rd
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

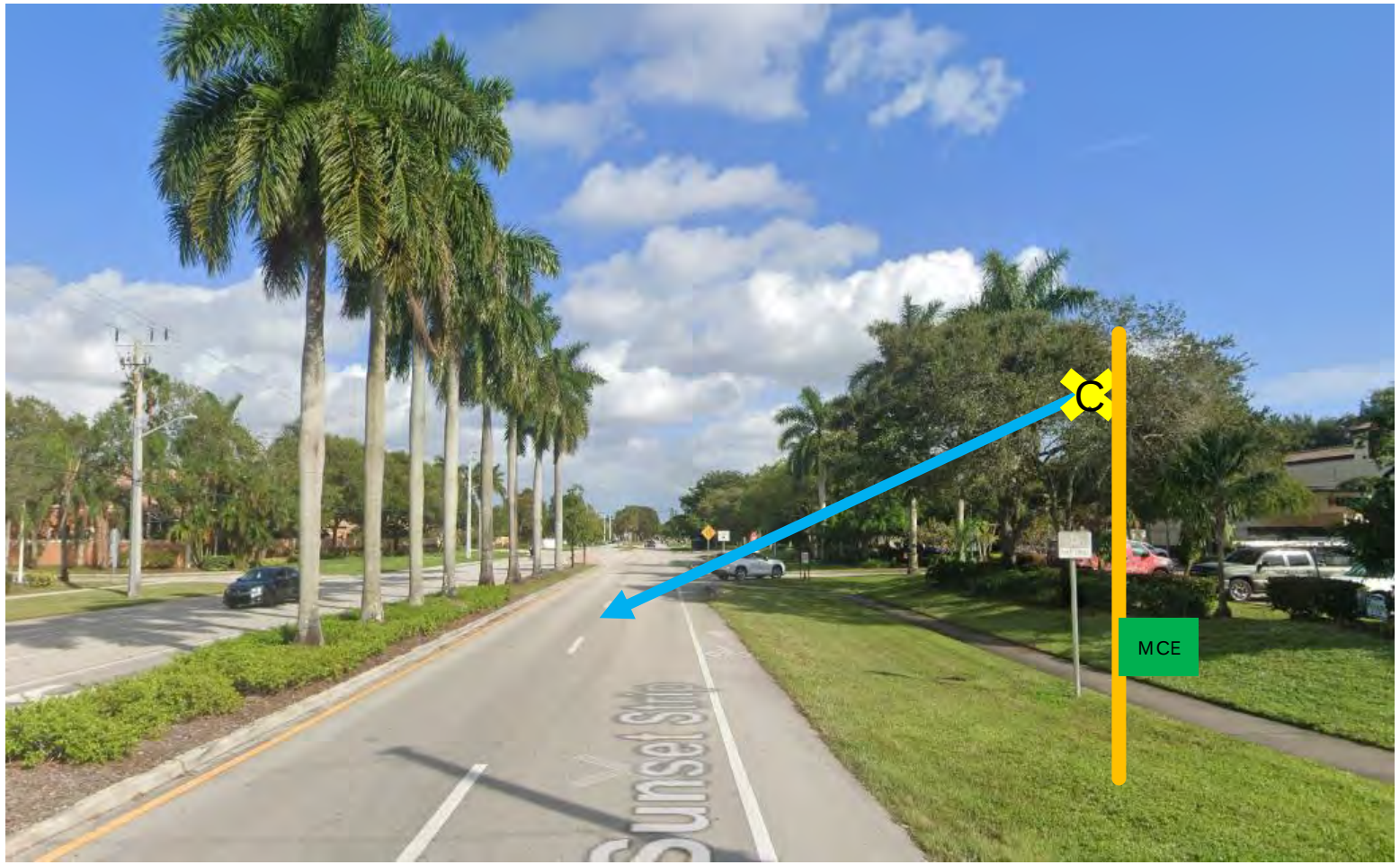
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1527422,-80.2825366



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip WB @ N Nob Hill Rd
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

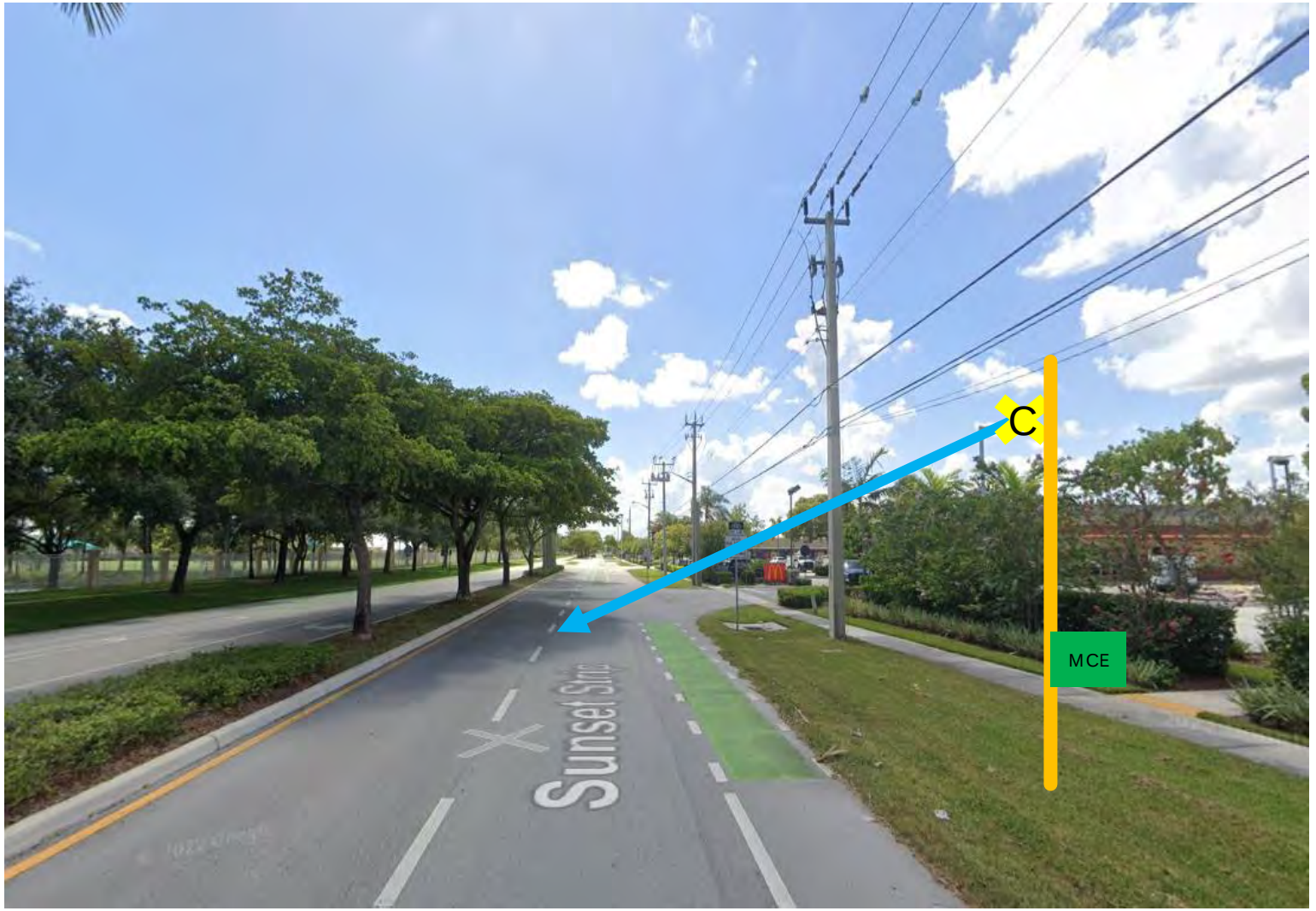
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1528918,-80.2831374



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip EB @ N Pine Island Rd
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

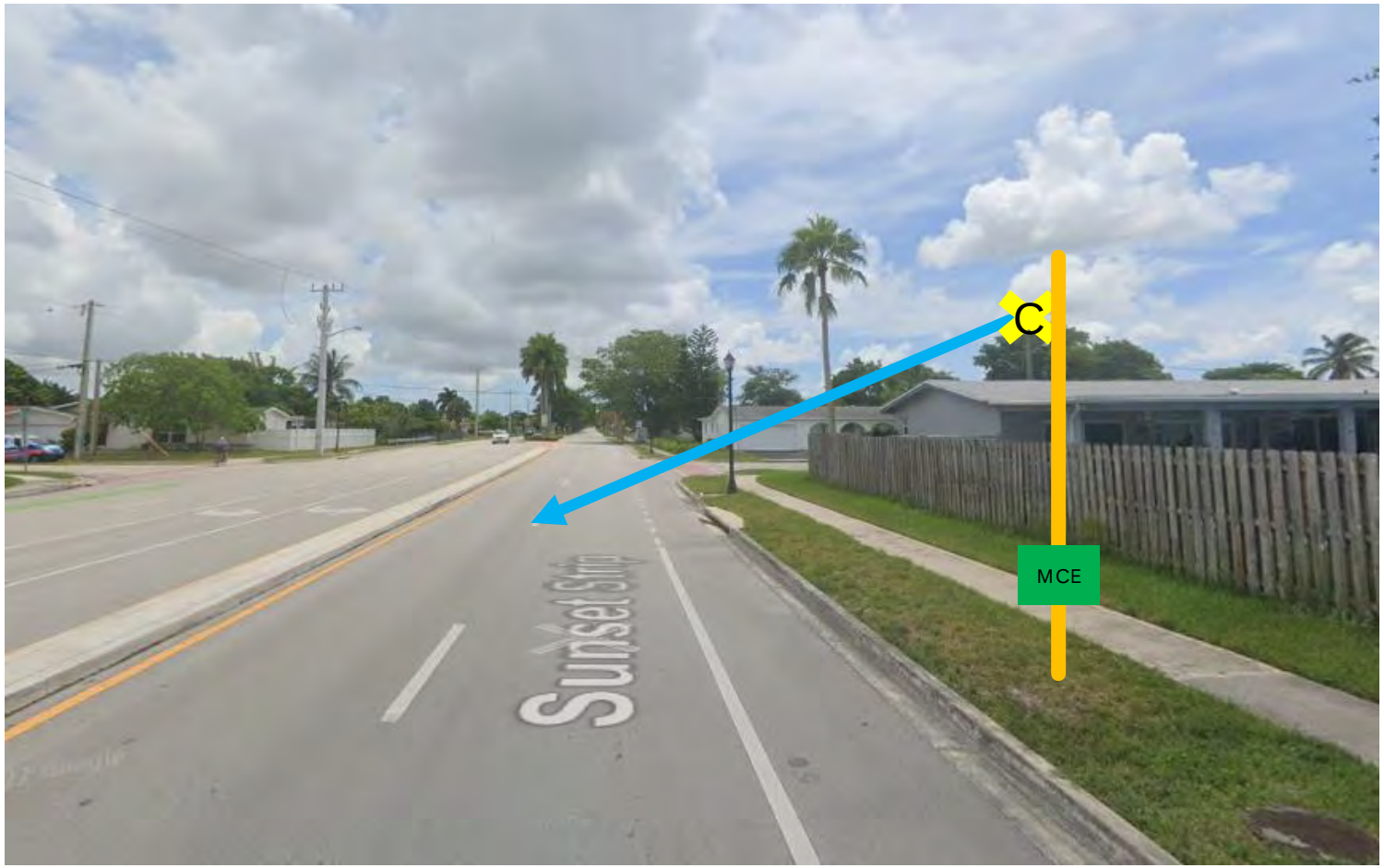
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.152786,-80.2675015



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip WB @ N Pine Island Rd
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1529595,-80.2682624

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd NB @ Sunset Strip
Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1530266,-80.2679326

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N Pine Island Rd SB @ Sunset Strip
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

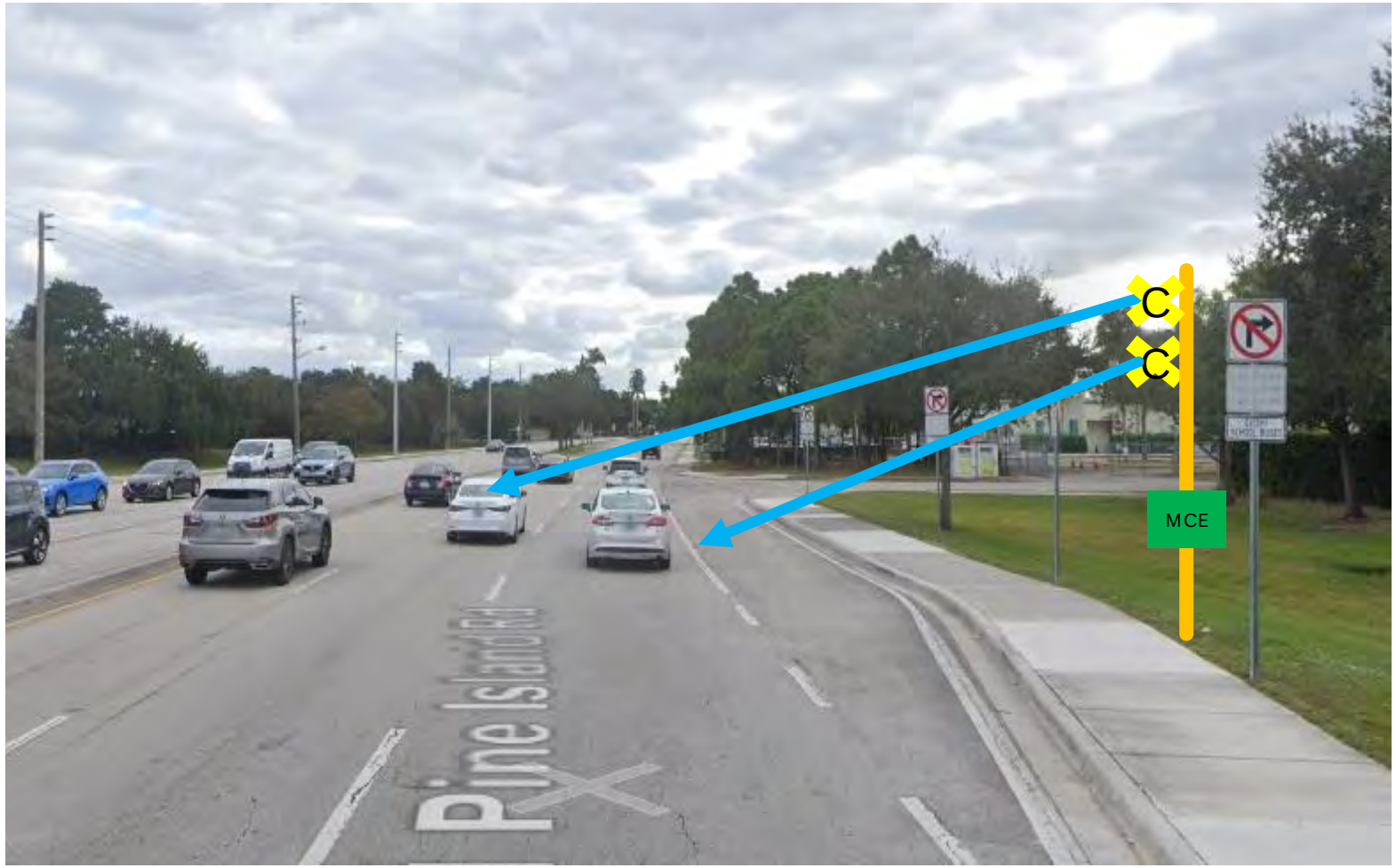
Property Owner (ROW): County
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 4
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1526764,-80.268068



VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N University Dr NB @ Sunset Strip

Capturing NB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar

- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): County
Permit Type:

- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:

- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1531167,-80.257042

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

N University Dr SB @ Sunset Strip
Capturing SB

Camera Type: 2x Q1800-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

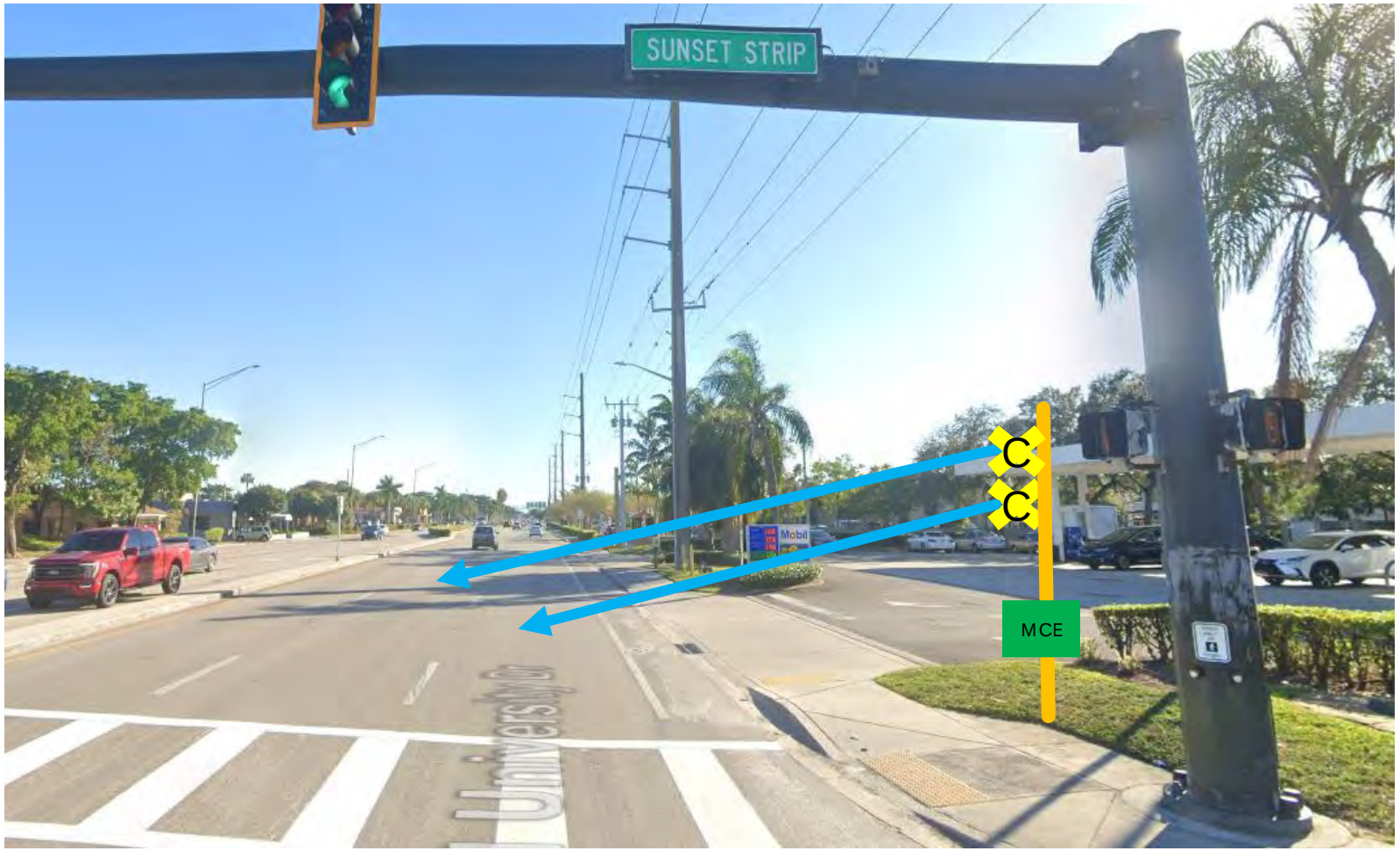
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 3
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 2 x Q1800-LE-3

Scope of work: Vetted Security Solutions is to provide and install (2) Q1800-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1527788,-80.2572925



Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip EB @ N University Dr
Capturing EB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.1528238,-80.2564206

VETTED
SECURITY SOLUTIONS

Docusign Envelope ID: 55B9903A-B5BF-41F1-9792-607806DB44F5

Sunset Strip WB @ N University Dr
Capturing WB

Camera Type: 1x P1465-LE-3
Existing Pole (Y/N): N
Pole Type (wood, concrete, metal): Solar breakaway/frey
Power Type: Solar
- Constant (Y/N): Solar
- Voltage: Solar
- Battery Box Req. (Y/N): Solar Main

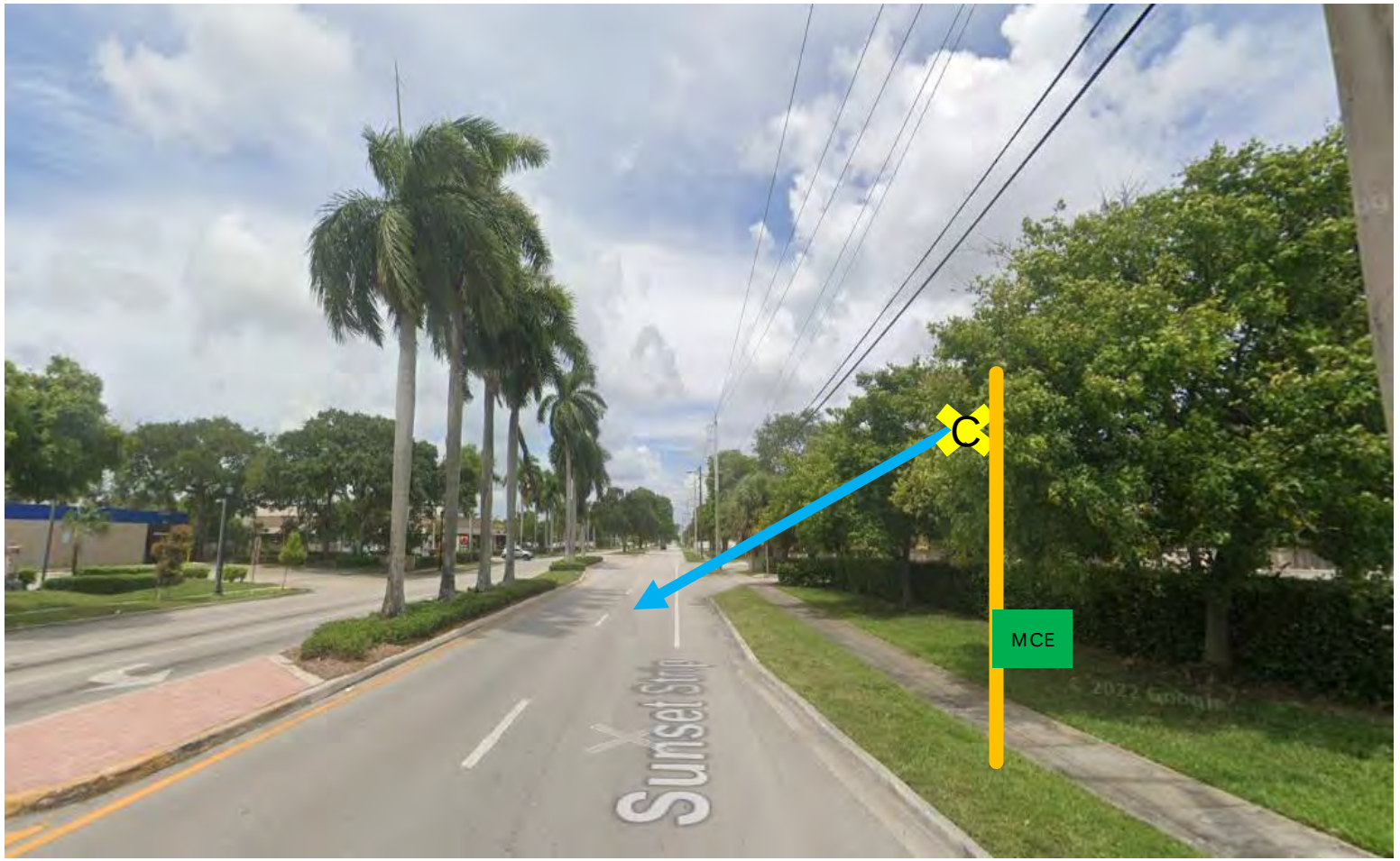
Property Owner (ROW): City of Sunrise
Permit Type:
- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N
Bucket Truck (Y/N): N
Number of Lanes: 2
Customer provided SIM (Y/N): Y

Total Equipment Counts:
- MCE = 1 (solar main)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 1 x P1465-LE-3

Scope of work: Vetted Security Solutions is to provide and install (1) P1465-LE-3, pole, and solar main communications enclosure/hardware. City of Sunrise must provide SIM card with static IP address. This assumes area indicated may be installed on.

26.152978,-80.2574058



5 YEAR LIMITED HARDWARE WARRANTY

Warranty Coverage
Axis warrants the original purchaser (the distributor) that the **Axis hardware** will be free from defects in design, workmanship and materials under substantiated normal use for a period of five (5) years from the date of shipment from an Axis' Configurations- and Logistics Center to the original purchaser, subject to the exclusions and limitations set out below. This warranty ("Warranty") is only applicable to the Axis hardware and accessories included with the Axis Hardware on the date of the original purchase (jointly referred to as "Axis Hardware").

The original purchaser shall without undue delay notify Axis of any defect that appears in the Axis Hardware in accordance with Axis' RMA handling. Failure to notify Axis of said defect shall mean that the original purchaser loses the right to have the defect remedied. A valid form of bill of sale or receipt, substantiating the purchase and the date thereof, must be presented to Axis within the warranty period to obtain warranty service. The sole remedy of the original purchaser and Axis' sole and exclusive liability shall be limited to, at Axis' sole discretion, either repair of the Axis Hardware using new or refurbished replacement parts, or replacement of the Axis Hardware. Repaired Axis Hardware or replacement hardware products will be warranted under the terms set forth herein for the remainder of the original warranty period or ninety (90) days, whichever is longer. When the Axis Hardware or part thereof is replaced, all products or parts thereof that are replaced shall become the property of Axis. This Warranty is applicable in all countries and may be enforced by contacting Axis Support. For more information, please visit **www.axis.com/warranty**.

Exclusions and Limitations
This Warranty is contingent upon proper warehousing, shipment and substantiated normal use of the Axis Hardware, and specifically does not apply if the Axis Hardware has had the model or serial number altered, defaced or removed, or to defects attributable to (i) modifications to or alterations of the Axis Hardware by any party other than Axis, (ii) faulty maintenance, incorrect installation or faulty repair by any party other than Axis, (iii) use of the Axis Hardware for a purpose for which it was not designed or intended, (iv) normal wear and tear or deterioration, or (v) misuse, abuse, negligence or accidents.

This Warranty does not apply to Axis Hardware that was purchased "as is" or where Axis, the seller or the liquidator expressly has disclaimed their warranty obligation pertaining to the product. Also, the Warranty only applies to Axis Hardware purchased from an authorized distributor/reseller. Furthermore, this Warranty only applies if and to the extent that it is not in conflict with applicable export control regulations, sanctions or embargos.

Notwithstanding anything to the contrary herein, for certain of Axis Hardware (or part of an Axis Hardware), the period under which this Warranty applies, shall be limited to one (1) or three (3) years (counting from the date of shipment from an Axis' Configurations- and Logistics Center to the original purchaser) (jointly referred to as "Limited Warranty Period"), if and in accordance with such Limited Warranty Period that is stated in the applicable technical data sheet or information on the product page for the respective Axis Hardware (the product documentation is available at **https://www.axis.com/products-and-solutions).** For Axis Hardware shipped out from an Axis' Configurations- and Logistics Center after the discontinuation date for such Axis Hardware as communicated by Axis in the product discontinuation statement the Limited Warranty Period shall be three (3) years, regardless of if the five (5) year warranty period applied for such Axis Hardware prior to discontinuation date.

THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY APPLICABLE BETWEEN THE ORIGINAL PURCHASER AND AXIS WITH RESPECT TO THE AXIS HARDWARE AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AXIS DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES AS SET FORTH HEREIN. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIODS IDENTIFIED ABOVE, AND OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY OR TO THE MINIMUM EXTENT REQUIRED BY MANDATORY LAW, NEITHER AXIS NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES INCLUDING LOSS OF DATA, LOSS OF PROFIT, REVENUE OR PRODUCTION, INTEREST ON INVESTMENTS, LOSS OF GOODWILL, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. AXIS' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL BE LIMITED TO AND IN NO CASE EXCEED THE PRICE PAID FOR THE AXIS HARDWARE. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

Applicable Law and applicability
- This Warranty is governed by and construed under the laws of Sweden without regard to its conflicts of laws provisions.
- This Warranty is only applicable to Axis Hardware shipped out from an Axis' Configurations and Logistics Centers from April 1st, 2020.
- This Warranty may be subject to Axis' change at any time without prior notice.

Non-MSI LPR Camera Services (LinC), Fees and Payment Provision

I License Key:

The LinC Camera License Key (CLK) means an electronic license key that will permit the use of MSI's LPR software to be used with non-MSI branded / non-MSI issued LPR cameras (one CLK per camera) and select MSI Software Products.

II Offer Services:

This Offer includes the following Software Services / Software Products:

- LPR Software Services / Software Products:
- MSI Managed/Hosted LPR Account
- CarDetector Fixed LPR Software w/ all updates
- Target Alert Service
- Optional Services
- Cellular Data Service (Optional / Additional)

III Annual Service Fees:

The Service Fees applicable to each Annual Service Period for this Offer shall be as follows:

Annual Fee Schedule	
LinC CLK (Edge Camera)	$750.00
LinC CLK (Server Camera)	$500.00
Annual Cellular Data Plan per Camera (Optional)	$1,200.00

Customer/Agency Name	
Name	
Title	
Email	
Date	
Signature	

Exhibit F

City's RFP Document

[Buyer to Insert]

Exhibit G

Contractor's submittal

[Buyer to Insert]

RFP 25-03-02-JC - Automated License Plate Readers

Final Ranking

	VENDOR	Vetted Security Solutions LLC			Flock Group, Inc. DBA Flock Safety			SoundThinking, Inc.		
Criteria No.	Points	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3
1	Hardware (Equipment) Equipment's quality, capacity and expected longevity **(25 Points)**	25	25	25	17	17	18	22	22	22
2	Ancillary Components Software, Data Management, annual maintenance plan and warranty **(25 points)**	25	25	25	21	22	21	23	22	23
3	Implementation Approach Firm's approach to effectively implement system in its entirety, project references **(30 points)**	30	29	30	27	27	27	27	26	26
4	**Cost Proposal -** Price Point Methodology (A/B x C = D), Lowest Price=A, Proposer's Price=B, Total Possible Points for Price=C, Points Earned by Proposer=D. (See Price Schedule). **(20 points)**	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR
	Total Points - without pricing points	**80**	**79**	**80**	**65**	**66**	**66**	**72**	**70**	**71**
	Average Points - without pricing points		79.67			65.67			71.00	
	Pricing Points		20.00			15.75			13.67	
	TOTAL POINTS		**99.67**			**81.42**			**84.67**	
Best and Final Offer (BAFO)			$2,722,224.04			$3,456,000			$3,983,846.68	

RANKING

1 - Vetted Security Solutions LLC
2 - SoundThinking, Inc.
3 - Flock Group, Inc. DBA Flock Safety
4 - Motorola Solutions, Inc.

Notes:

1) Top three (3) ranked firms shortlisted.
2) Pricing points based on BAFO

Memorandum

To: Chief Daniel J. Ransone

From: Robert Ruiz, Assistant City Attorney Robert Ruiz

Through: Thomas P. Moss, City Attorney TPM

Date: February 18, 2025

Re: Expenditure of Forfeiture Funds - Automated License Plate Reader (ALPR) Cameras, Accompanying Software, and Pole Installation

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This Memorandum is in response to your request for an opinion on the possible expenditure of forfeiture funds. My opinion is based on the following: the information supplied in emails exchanged and meetings held between January 6, 2025, and February 12, 2025; a review of the Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies (2024) ("Guide"); a review of the relevant Florida Statutes; and a review of the Executive Orders, Presidential Memoranda, National Security Presidential Memoranda and Presidential Notices signed by the President of the United States through the date of this letter. Please read carefully below to ensure that I have properly summarized the facts and answered the question posed. Please notify me immediately if you have additional relevant facts or questions.

Facts

The Sunrise Police Department ("Department") is planning on purchasing ALPR cameras, accompanying software, and semi-permanent poles for camera installation to enhance its investigative capabilities. ALPR technology consists of fixed, portable, and mobile cameras which integrate with proprietary searchable databases. Fixed cameras scour a specific geographic area and transmit data back to administrators to analyze. These cameras can be installed in high-crime or high-traffic areas or on main thoroughfares to act as both added eyes for the Department and a potential deterrent to criminal activity. Portable systems often are housed in inconspicuous trailers that

can be relocated. Mobile cameras can be handheld or affixed to police cruisers and can help authorities patrol operational areas or target operations in high-crime areas. Databases with downloaded plate information can be searched using complete or partial plate numbers. Further, investigators can retrieve time and geospatial information from the databases.

The costs of the ALPR cameras, software, and installation on semi-permanent poles are not currently budgeted and are not regularly budgeted, recurring expenses. After acquisition, the cost of the accompanying camera software will become a recurring budgeted expense if the Department continues to use the cameras.

The Department is seeking an opinion letter with guidance and interpretation as to whether the costs of the ALPR cameras, accompanying software, and camera installation on semi-permanent poles are permissible uses of forfeiture funds.

Question

Is there a legal impediment to the expenditure of either federal forfeiture funds or state Law Enforcement Trust Fund (LETF) proceeds for the above-described expenditure?

Answer and Analysis

There is no legal impediment to the use of either federal forfeiture funds (i.e., Treasury shared funds and Justice shared funds) or state LETF proceeds to purchase the ALPR cameras, the accompanying software, and install the ALPR cameras on semi-permanent poles. It is my opinion the proposed expenditure is permissible as the Department is limiting the expense to solely the initial cost of the ALPR cameras, the cost of the software license for the first year, and the installation of the ALPR cameras on semi-permanent poles. Thereafter, any recurring cost (i.e., renewal of annual software license costs) would be a regularly budgeted expense.

The analysis of whether an expenditure is a permissible use of forfeiture funds involves consideration of two factors: (a) whether a purchase is a permissible agency expenditure, and (b) whether the funds are being used to supplant the agency's appropriated resources. Each of these factors is addressed below.

A. Permissible Use

The Guide sets forth the permissible uses of federal forfeiture funds. As set forth in section V.B.1.d. of the Guide, costs associated with the purchase, lease, maintenance (including repairs or service agreements), or operation of law enforcement equipment for use by law enforcement personnel that supports law enforcement activities, can be

paid using federal forfeiture funds. The ALPR camera licenses, accompanying software, and installation on semi-permanent poles appear to qualify as law enforcement equipment as they will be used by the Department as a tool to enhance the Department's investigative capabilities in several ways enumerated above, thus supporting law enforcement activities. Accordingly, it is my opinion that this expense is a permissible use of federal forfeiture funds.

Section 932.7055, Florida Statutes, provides the permissible uses of state LETF money. Pursuant to section 932.7055(5)(a), LETF proceeds:

> "shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex law enforcement investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants."

As described above, the ALPR camera licenses, accompanying software, and installation on semi-permanent poles would be additional equipment used by the Department as a tool to enhance the Department's investigative capabilities in several ways enumerated above. These are fundamental law enforcement purposes and are permissible uses of LETF monies.

B. Supplantation

Section V.A.1 of the Guide specifies that agencies cannot use forfeiture funds to replace or "supplant" money that should come out of budgeted funds. Rather, forfeiture funds should increase or supplement the resources of the Department to purchase items not regularly purchased.

Based on the facts provided, it appears that the proposed expenditure is not for technology or equipment that is regularly purchased and budgeted as a recurring, annual expense. Rather, the Department has a need for new ALPR cameras (which require annual software licenses and installation to operate) that will be used to increase or supplement the existing resources of the Department. Therefore, the expenditure is increasing the Department's budget and is not supplanting other money previously budgeted in the Department's budget. As such, this expenditure does not violate the federal rule pertaining to supplanting.

Section 932.7055(5)(a), Florida Statutes, provides that forfeiture "proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency." This is a similar restriction to the federal law discussed above. Therefore,

applying the analysis above, the proposed expenditure does not violate Florida law as it is not being used to meet the Department's normal operating expenses.

Based on the facts and legal analysis set forth above, it is my opinion that the proposed expenditure for the purchase of the ALPR cameras, the first year of the accompanying software license, and the installation of ALPR cameras on semi-permanent poles are permissible expenditures of both federal forfeiture funds and state LETF proceeds.

All forfeiture expenditures require the Chief's certification. For the reasons stated above it is my opinion that you can certify the use of either federal forfeiture funds or state LETF proceeds for this expenditure. If you need further information or wish to discuss this matter further, please let me know.

Detail by Entity Name

Florida Limited Liability Company
VETTED SECURITY SOLUTIONS LLC

Filing Information

Document Number	L13000119707
FEI/EIN Number	45-5289377
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Event Date Filed	07/03/2019
Event Effective Date	NONE

Principal Address

4185 35TH ST N
ST PETERSBURG, FL 33714

Changed: 04/30/2019

Mailing Address

4185 35TH ST N
ST PETERSBURG, FL 33714

Changed: 04/30/2019

Registered Agent Name & Address

Barnett, Ryan
4185 35TH ST N
ST PETERSBURG, FL 33714

Name Changed: 05/13/2021

Address Changed: 05/13/2021

Authorized Person(s) Detail

Name & Address

Title Manager

Barnett, Ryan A
4185 35th St. N.
ST PETERSBURG, FL 33714

Title Registered Agent

Barnett, Ryan
4185 35TH ST N
ST PETERSBURG, FL 33714

Title General Manager

Bryan, Zack
4185 35TH ST N
ST PETERSBURG, FL 33714

Annual Reports

Report Year	Filed Date
2023	04/26/2023
2024	02/09/2024
2025	04/11/2025

Document Images

04/11/2025 -- ANNUAL REPORT	View image in PDF format
02/09/2024 -- ANNUAL REPORT	View image in PDF format
04/26/2023 -- ANNUAL REPORT	View image in PDF format
03/31/2022 -- ANNUAL REPORT	View image in PDF format
09/07/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
05/13/2021 -- ANNUAL REPORT	View image in PDF format
04/07/2020 -- ANNUAL REPORT	View image in PDF format
07/03/2019 -- CORLCRACHG	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
04/01/2018 -- ANNUAL REPORT	View image in PDF format
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01/27/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
08/23/2013 -- Florida Limited Liability	View image in PDF format

CITY OF SUNRISE FLORIDA

Memorandum

To: Michael J. Ryan and City Commission

From: Daniel Ransone, Chief of Police

Date: September 4, 2025

Re: Florida Contraband Forfeiture Act Certificate of Compliance

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The City has made budget provisions for funds obtained pursuant to the Florida Contraband Forfeiture Act, (Section 932.701-932.706, Florida Statutes). I hereby certify that the requested expenditure of forfeiture funds contained in the attached Agenda Item Request form complies with Section 932.7055(5)(a)(b), Florida Statutes.

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: City Manager Annual Review

Item Number: 14B **Meeting Date:** 9/15/2025

City Reference Number (C#):

Item Description:

Commission discussion and/or action regarding the annual review and evaluation of the City Manager. City Manager Mark Lubelski.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

2024-2025 City Accomplishments

Background:
This agenda item is for the Annual Review of the City Manager. Please find attached to this agenda item a memorandum summarizing highlights of my accomplishments for the last year.

Mark S. Lubelski, City Manager
Anniversary Date: July 11th

Excerpt from Employment Contract: Section 5.2 Merit Increases. The City Commission shall meet to review and evaluate the performance of the Employee annually in August, beginning after the Employee has completed one year as City Manager. In any given year in which the Employee receives a favorable annual review, the Employee may be eligible to receive an annual merit increase of either one or two pay steps retroactive to the first full pay period following his anniversary date. In the event a performance evaluation of the Employee is not completed within sixty (60) days of the Employee's anniversary date, the Employee shall receive a merit increase of two and one-half percent (2 ½%) retroactive to the first full pay period following his anniversary date. In the event the pay ranges for General Executive/Management employees are adjusted to add a top step and drop the bottom step, Employee shall be entitled to receive an increase based upon the same timing and percentage value of the step that was added for General Executive/Management employees.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Mark Lubelski Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

CITY OF SUNRISE FLORIDA

Memorandum

To: Mayor and City Commissioners

From: Mark S. Lubelski, P.E., City Manager MSL

Date: August 4, 2025

Re: 2024/2025 Accomplishments

I would like to thank each of you for your leadership and support over the last five years during my time serving as City Manager. It has truly been a pleasure and an honor to lead this organization. I have prepared this memorandum of accomplishments for the last year; however, these accomplishments are really a testament to the dedication and hard work of our esteemed employees across every department and at every level of our organization.

Community Programs/Enhancements:

- **Residential Fence Repair Incentive Program** - Continued this program to incentivize Sunrise residents to improve their fence through repairs or a replacement. Since the program was launched in September of 2023, the City has received 111 applications and has disbursed approximately $46,000.
- **Blue Tarp Roof Repair/Replacement Program** - Completed this ARPA funded program by assisting sixteen (16) Sunrise residents with roof repairs or a new roof.
- **Residential Rehabilitation Assistance** - Provided assistance to 17 income-eligible households to provide health and safety improvements throughout their homes, including but not limited to impact windows & doors, HVAC, electrical, plumbing, and other interior improvements, representing approximately $950,000 in State and Federal grant funding.
- **HOME Investment Partnership Program** - Through the HOME Program, the City provided home purchase assistance to four (4) income-eligible households, representing $160,000 in Federal funding.
- **Community Development Block Grant (CDBG) Program** - Through the CDBG Program, the City provided approximately 1,100 Sunrise seniors with free transportation to and from medical facilities and governmental centers.

- **Youth Athletics Incentive Program** - Continued this community program and provided 718 gift cards, a total value of $35,900, to eligible youth athletic program participants.
- **Electronic Plan Review for Permits** - Refined the new e-Plan Review process to incorporate concurrent reviews for all disciplines, thus reducing electronic building permit application review time by 50%.
- **Stunning Sunrise Awards Program** - Recognized recipients of the Stunning Sunrise Awards Program for their hard work and community enhancement, which contributes to community pride and the aesthetic appearance of our community.
- **BrowardUP - Partnership with Broward College** - Entered into an agreement with Broward College and the Broward College Entrepreneurship Experience (BCEx) successfully held their first classes in the Village Civic Center. These free college classes and workshops focus on workforce training, entrepreneurship, financial wellness, small business training, and more.
- **Food Distribution Events** - Held quarterly free food distribution events in partnership with Torre Fuerte Church and Farm Share to provide fresh and canned food items to 500 Sunrise families in need.
- **Memorial Brick Program** - Launched a Memorial Brick Program at the new Veterans Park to honor the service of U.S. Military personnel. Since the program's inception, 54 engraved brick pavers have been installed at Veterans Park.
- **Tree Giveaway Program** - Through various Tree Giveaway events and other community special events, the City gave away 1,173 trees during the year.
- **Lien Amnesty Program** - Created the Lien Amnesty Program to provide for an expedited process to gain compliance with outstanding Code violations, facilitate property closings, and further serve as a public benefit by increasing property values throughout the City. Lien payments in the amount of $96,496 were received.
- **Boys and Girls Club Gary Wendt Teen Center** - The Sunrise Teen Center has 255 active memberships and teens participated at the Teen Center for 9,573 hours last year. They also spent 3,596 hours in the YES Program to promote academic success and excellence in standardized testing. Overall, the Teen Center provided 5,921 snacks and meals to Program participants.
- **Civic Center Grand Ballroom/"Signature Sunrise"** - Renovations to the Civic Center Grand Ballroom, now re-branded as "Signature Sunrise", are well underway, which includes improvements to lighting, flooring, paint, furnishings, and equipment.
- **Summer Camp Enhancements** - Made enhancements to the Summer Camp Program to increase camp opportunities for Sunrise residents, including streamlining the camp registration process.
- **Adopt-A-Street Program** - This past year, **12** active Adopt-A-Street groups held **22** cleanups with **515** volunteer hours to remove **1,027** pounds of trash from our local roadways.
- **Accessibility, Inclusion, and Mobility (AIM) Advisory Board** - On October 8, 2024, the Mayor and Commissioners approved the creation of the AIM Advisory

Board to identify and recommend measures that the City can review and implement to improve the participation of disabled and mobility-challenged persons and families in City facilities, programs and events. The Board includes 11 board members and is overseen by the City Manager's Office.

- **Caribbean American Heritage Festival** - On June 14, 2025, the City hosted the inaugural Caribbean American Heritage Festival at City Park. It included live music and a meet and greet with Inner Circle and Catabella bands. An estimated of 2,000 patrons attended the event.
- **Panthers Celebration Drone Show** - On June 25, 2025, the City hosted a pop-up drone show over the City Hall Campus, celebrating the Florida Panthers Stanley Cup Championship. The show was attended in-person and viewed online by more than 17,000 proud Panther fans.
- **Sunrise Teen Leadership Summit** - The City hosted its first Teen Summit during Spring Break, empowering 68 teens to engage with government officials, connect with leaders and peers, voice key issues, build career skills, explore opportunities, and learn about sustainability initiatives.
- **First-Time Eviction Prevention Program** - Partnered with Legal Aid Service of Broward County to provide rental assistance for first-time evictions for Sunrise residents with school age children or younger children.
- **Sunrise Small Business Academy (SSBA)** - In Fall 2024, Cohort 6 graduated 14 participants from the SSBA. Since 2022, the program has supported 100+ small businesses with essential skills in finance, marketing, HR, and City resources to successfully launch and grow.
- **Sunrise Leadership Academy (SLA)** - On December 8, 2024, 23 Sunrise high school seniors graduated from SLA. Since 2009, 290 program alumni have served on boards, led youth camps, and earned full-time public sector jobs.
- **Resident Leadership Academy (RLA)** - In Spring 2025, RLA Cohort 10 successfully graduated 12 ambassadors. Since 2019, the program has offered Sunrise 200+ alumni (residents/nonprofits/businesses) an insider's view of City operations through City Commission discussions, departmental presentations, facility tours, guest speakers, and volunteer opportunities.
- **Recycling Program** - Staff negotiated a new Recycling Collection Agreement with Republic Services and with Reuter Recycling Facility to transition the City to a traditional Recycling Program. As part of this new Program, a "Recycle Right" campaign was created, including social media posts, a tutorial video, and new stickers printed and distributed to residents via the City's Welcome Home Packets.

Employee Initiatives:

- **Union Contracts** - All five (5) Collective Bargaining Agreements are up to date with the two (2) soonest contracts scheduled to expire on September 30, 2026.
- **Ratified Collective Bargaining Agreement** - Successfully negotiated and ratified the Police Benevolent Association (PBA) Lieutenants Collective Bargaining

Agreement and implemented salary range and step increases relevant to Police Lieutenants and Executive Management.

- **Health Insurance Rates** - Held the line on health insurance rates for employees in the FY 2025 Budget with no increases in premiums for seven consecutive years.
- **Wellness Support for Employees** - Provided activities for Mental Health Awareness Month with a series of programs and events designed to support employees' mental health, work-life balance, stress management, and financial wellness. Events included free massages, sound meditation and relaxation sessions, and lunch and learn workshops. In addition, two new contracts were implemented for specialized health and wellness support services for public safety employees.
- **Succession Planning** - In recognition of the importance of succession planning and embracing talent within the organization, as of June 2025 approximately 43% of our total vacancies were filled by the promotion of internal candidates.
- **Employee Appreciation** - Hosted the annual **"Best of the Best Breakfast"** at the Bridges at Springtree Golf Club to honor employees who were awarded the Outstanding Performance Award, Quarterly Management Award, or Employee of the Year Award.
- **Employee Service Awards Program** - Hosted the **RISE Ceremonies** (Recognizing Incredible Sunrise Employees) to recognize and reward employees that achieved City service milestones of 5, 10, 15, 20, and 25 years of service.
- **Family Friendly Employee Appreciation** - Organized **Take Your Child to Work Day**, where employees' children (ages 8-13) explored the Sunrise Municipal Campus through guided tours, interactive activities, and demonstrations. This engaging event provided a firsthand look into the workplace, fostering an appreciation for their parents' roles and the impact of their work on the community. We also hosted a **Family Movie Night** in the Civic Center Theatre with employee hosted entertainment, a family-friendly movie, and snacks handed out by members of the City Manager's Office.
- **Employee Appreciation** - The City Manager's Office Leadership Team visited employees throughout the City to provide treats via the Woo-Hoo Wagon and thank them for their hard work and dedication. We also held an Ice Cream Social in the Sunrise Café to encourage camaraderie and enhance employee morale.
- **Recruiting Software** - Expanded NEOGOV's Insight software for recruiting and applicant tracking to digitize and modernize our paper-based position requisitions, new hire/promotion personnel action forms (PAFs), and offer letters. The expansion of the existing software centralizes access to new hire processing data, standardizes approval workflows and accelerates time-to-hire.
- **Onboarding Software** - Implemented NEOGOV's Onboard software to digitize the onboarding process for new employees. This software allows new hires to complete forms online, standardizes and centralizes onboarding processes, and helps introduce new employees to the organizational culture through a dedicated onboarding portal.

- **Performance Evaluation Software** - Implemented NEOGOV's Perform software to digitize and modernize the City's performance evaluation system. The new software provides tracking of all performance evaluations, streamlines automated approvals and reminder notifications, and centralizes performance feedback in one place. The software was configured based on feedback received from multiple focus group meetings with employees from all bargaining units, at all levels of the organization, to identify priorities for the new performance evaluation system.
- **Learning Management Software** - Implemented NEOGOV's Learn software which promotes employee training with an easy-to-use system for Human Resources, department managers, and employees. The software offers a catalogue of over 1,400 courses to support employee compliance training, leadership and management development, and prepares new hires by adding training to onboarding checklists.
- **Three Pillars Training** - Continued training of all City employees on the Sunrise Three Pillars (Customer Service, Collaboration, and Transparency) core values training for all non-sworn employees, achieving a total of 669 employees trained through June 2025.
- **Toastmasters Rising Star Society** - Expanded this employee development program with two new cohorts through Toastmasters International, which helps employees develop public speaking skills and confidence in their careers.
- **Personnel Files Digitization** - Expanded use of Tyler Content Manager (TCM) to digitize all active personnel files. Scanned documents are being organized and assigned to specific categories within the system for ease of use and retrieval.

Grants Received:

- Awarded grant funding through the Florida Department of Management Services to strengthen the City's cybersecurity risk management program, including implementing technology upgrades - **$286,960**.
- Awarded a Broward County Youth Climate Action Micro-Grant Program to provide funding for a Wildflower Meadow at Hiatus Trailhead Park - **$5,000**.
- Awarded 2021 and 2022 Edward Byrne Justice Assistance Grant (JAG) for overtime costs associated with law enforcement activities for community-oriented policing operations - **$29,349.08**.
- Awarded Bureau of Justice Assistance Patrick Leahy Bulletproof Vests Partnership (BVP) for the purchase of bullet proof vests for law enforcement - **$30,814.30**.
- Awarded grant funding through Broward County Integrated Water Resources Plan for the installation of reclaimed water irrigation system at the Sawgrass Utility Complex and Administration Facility - **$120,000**.
- Awarded grant funding through Florida Department of Transportation-Subgrant for Highway Traffic Safety Funds to reimburse overtime for data-driven high visibility enforcement and educational programs, focusing on interstate speed prevention operations - **$50,000**.

- Awarded grant funding through the Florida Department of Law Enforcement for replacement of noncompliant drones - **$152,504.**
- Awarded grant funding through the Florida Department of Environmental Protection to write the City's Vulnerability Assessment - **$150,000.**
- Awarded grant funding through the Florida Department of Transportation – Subgrant for Highway Traffic Safety Funds to reimburse overtime for Occupant Protection and Child Passenger Safety Initiative - **$83,000.**
- Awarded grant funding through the Florida Department of Transportation Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program for overtime high visibility education and enforcement operations - **$38,511.**
- Awarded grant funding through the Florida Department of Law Enforcement to provide Online Sting Operations for Local Law Enforcement - **$59,838.94.**

Capital Projects:

- **New City Hall Parking Garage** - Completed the construction of the **527- space parking garage** adjacent to the new City Hall Building and progressed expansion of the **Amphitheater and Great Lawn**.
- **Veterans Park** - Completed construction of the new Veterans Park to honor our military personnel. A **Grand Opening and Ribbon Cutting** celebration was held on October 5, 2024 for the public to enjoy the new park and all the amenities. A new shade canopy is currently being installed at the park over the boundless playground.
- **Water System Improvements** - Completed replacement of water mains and service lines in the **Sunrise on the Green** community at 4001 N University Drive.
- **Pine Island Road Force Main Replacement** - Completed construction to replace approximately 16,000 linear feet of force main along N. Pine Island Road, NW 94th Avenue, Springtree Drive, and NW 84th Avenue.
- **Allegro and Laguna Service Line Replacements** - Progressed construction to replace approximately 207 water service lines throughout the Allegro and Laguna communities located between Flamingo Road and NW 136th Avenue.
- **Median Revitalization Project** - Completed a median revitalization project along Springtree Drive including pressure cleaning, seal coating of pavers, irrigation retrofit and new installation, and replacement of shrubs and trees. *This project was completed with in-house Public Works staff.*
- **Median Revitalization Project** - Completed a median revitalization project at Hiatus Road including pressure cleaning, irrigation retrofit and new installation, and replacement of shrubs and trees adjacent to the City's Entry Sign. *This project was completed with in-house Public Works staff.*
- **Median Revitalization Project** - Completed a median revitalization project at West Oakland Park Boulevard near the Sawgrass Expressway including pressure cleaning, irrigation retrofit and new installation, and replacement of shrubs and trees adjacent to the City's Entry Sign. *This project was completed with in-house Public Works staff.*

- **Tree Replacement Program** - Installed 194 trees in various rights-of-ways and facilities throughout the City as part of the Tree Replacement Program.
- **Advanced Metering Infrastructure (AMI)** - Created a marketing campaign and began installation of approximately 9,600 new transmitters for gas meters and 45,000 new digital water meters within our service area. This is a 24-month project, which is expected to conclude in 2027.
- **Sunrise Entryway Signs** - Completed the construction and installation of four new City Entryway Signs. The locations are West Oakland Park Boulevard near the Sawgrass Expressway ramp, Nob Hill Road (north), Sunrise Boulevard (west), and Hiatus Road (south).
- **Springtree Biscayne Aquifer Well Improvements** - Completed construction of a new Biscayne Aquifer Well to maintain the appropriate water supply to the Springtree Water Treatment Plant.
- **Sunrise Golf Village Infrastructure Improvements** - Progressed construction of the Sunrise Golf Village Infrastructure Improvements, including water mains, force mains, drainage improvements and milling and resurfacing of all affected roadways within the project limits.

Public Art:

- **Master Plan** - City staff is working with consultants on the Public Art Masterplan, which will include recommendations for future public art opportunities.
- **Village Art Plaza** - Completed three large art murals, two permanent entryway sculptures, nine temporary art sculptures, a post office historical plaque, and an audio art tour at the new Village Art Plaza. A large interactive upside-down house sculpture has also been installed.
- **Flamingo Linear Park** - Four new art sculptures have been installed at Flamingo Linear Park.
- **1200 Sunset Strip Parking Lot** - Fabrication of a Caribbean Garden sculpture is nearing completion, and it will be installed at the newly completed parking lot.

Economic Development:

- **Baptist Health South Florida Hospital** – Baptist Health officially purchased the property from the City on July 23rd and Baptist received their approvals for the development of a state-of-the-art hospital in western Sunrise. The estimated value of the project is $500 million and it is currently in the permitting phase.
- **Broward Health Emergency Department** - Broward Health received their permits for a free-standing Emergency Department in central Sunrise and has commenced construction activity on the site.
- **Pat Salerno Drive** - Metropica completed the conveyance of the land to the Florida Department of Transportation (FDOT), which was an important step in the project towards the expansion of Pat Salerno Drive to a full-access interchange.

- **Freebee On-Demand Transportation Services** - Continued this popular free transportation program, which serviced 65,000+ passengers in 2024 and continues to grow each year. Vehicles are custom branded and showcase an animated slideshow of City amenities and programs, and economic development.
- **New Multifamily and Townhome Projects** - Projects totaling over 3,000 new units are in various stages of planning and development throughout the City. Below are highlights of the new residential development projects in Sunrise:

  Workforce Housing
  - **Pine Island Park** - Located west of Pine Island Road on the South side of NW 44th Street. This project proposes 120 multifamily units between 30% and 70% Area Median Income (AMI). This Live Local project is concurrently in the site plan and permitting phase.
  - **Vista at Springtree** - Located at 3100 N University Drive. This project proposes 96 units between 30% and 80% AMI with a small commercial component. This project is currently in the site plan application stage.
  - **Sunset Strip Square** - Located at 1577 Sunset Strip. This project proposes 29 single family homes up to 140% AMI that will be for sale. Permitting process forthcoming.

  Mixed-Income Housing
  - **The Ray** - Located on the corner of Sunrise Blvd. and Sunset Strip. This proposed catalyst project includes mixed-use with 400 units with 132 restricted up to 120% area median income. The project is currently in the Site Plan approval phase. The City has also entered into an economic incentive agreement for The Ray project, to support this workforce housing in a key opportunity site in eastern Sunrise.
  - **Solterra** - Located on the former Sunrise Golf and Country Club site in eastern Sunrise. This project received nearly all entitlement approvals and has begun site clearing in preparation for home construction to begin this calendar year. This project is expected to include 400 single-family homes and 500 townhomes and is in the site plan and permitting approvals phase.
  - **Caroline** - Located near the SW corner of Oakland Park Boulevard and N Pine Island Road. This project includes 412 apartments and 40 townhomes and will be built on the former ice rink site. The former ice rink site has been demolished in preparation for the development and the project is in the permitting phase.

  Market Rate Housing
  - **Sunrise Gardens** - Located on the NW corner of Oakland Park Boulevard and University Drive. This is a 235-unit apartment complex, which is under construction on the former BJ's Wholesale site.
- **Support for Affordable Housing Projects** - The City entered into two separate low interest loans with Pine Island Park and Vista at Springtree to help create affordable housing for very-low, low-income, and moderate-income families, between 30% and 80% AMI.

- **Metropica** - Located on the NE corner of Sunrise Boulevard and NW 136th Avenue. This project received additional entitlement approvals through a land use plan amendment for 500 units and 140,000 square feet of office. This project has submitted a revised master plan.
- **Sunrise Town Center** - Located on the NE corner of Oakland Park Boulevard and University Drive. This is a redevelopment project including the demolition of the vacant building in the Sunrise Town Center and the construction of a new grocer and façade improvements. This project received site plan approval and is in the permitting phase.
- **Jamco** - Located at the old Roller Hockey site, off NW 103rd Avenue, south of NW 53rd Street. This project received approvals to redevelop the site into an industrial/office warehouse.
- **Florida Panthers** - Engaged with the Florida Panthers senior management to encourage an expanded partnership with the City. The Florida Panthers signed an extension to their lease with Broward County and have taken over development rights at the Amerant Bank Arena.
- **Royal Palm Plaza** - Located along Sunrise Boulevard west of Sunset Strip. Staff worked with the plaza owner to demolish the existing shopping center that had reached the end of its useful life.

East Sunrise Improvements Master Plan:

- **Village Art Plaza** - Completed construction of the Village Art Plaza project, a major milestone for the City, which includes significant public art and public gathering areas. **A Grand Opening and Ribbon Cutting** celebration was held on **March 29, 2025** for residents to experience the new space and its collection of murals and sculptures on display. Regular programming such as Tasty Tuesday food truck events, yoga in the park, and monthly Farmers Markets launched after the opening.
- **Activation of Library Square Plaza** - Brought forward a lease with a restauranteur to open a new Caribbean inspired restaurant with craft beverages, along with a lease with a new coffee shop, Koffee Kult, which will also offer ice cream to patrons. The build out of the spaces currently being designed.
- To further activate the new **Village Art Plaza**, the City was able to purchase the last remaining bay in Library Square, which allows the City to assume responsibility for the plaza.

Code Amendments:

- **Small Scale Site Plans** - Amended the City Code to create a small-scale site plan process for a more streamlined review for elevations and smaller scope projects.
- **Small Scale Site Plan Procedures** - Revised the Small Scale Site Plan procedures to align with the Large Scale Site Plan Procedures for streamlining and efficiency for all parties.

- **Update Sign Code Regulations** - Hired a consultant and commenced a review of the current City sign code regulations. The review includes significant public engagement with the community to seek critical input from both the business community and the residents of the City.
- **PUD & PDD Revisions** - Amended the City Code to reduce the required area for a project to be rezoned to either a Planned Unit Development (PUD) or Planned Development District (PDD) from ten to eight acres. Also, amended the Code to eliminate the need for a separate master plan application for single-phase PDDs.

Other Accomplishments:

- **Utilities Legislative Support** - Hired a State lobbyist to successfully advocate on the City's behalf in Tallahassee as it relates to our regional utility system. As part of the 2025 Legislative Session, I traveled to Tallahassee to meet with State Representatives and Senators to lobby legislators for support for our utility system, which was the target of several unfavorable proposed Bills during 2024 and 2025.
- **Strategic Plan** - Continued development of the **City's First Strategic Plan - *Imagine Sunrise 2041: "Lighting Our Path Together"***. This planning process allows us to evaluate our current path and plan for the future of the City, utilizing feedback received from our residents and businesses through community surveys, focus groups, visioning meetings, and personal interviews.
- **Distinguished Budget Award** - Awarded the Distinguished Budget Award by the Government Finance Officers Association (GFOA) for the 12th consecutive year.
- **Certificate of Achievement for Excellence** - Awarded the Certificate of Achievement for Excellence Financial Reporting for our Annual Comprehensive Financial Report (ACFR) by the GFOA, for the 30th consecutive year.
- **Tree City USA** - Recognized as a **Tree City USA**, for the 36th year.
- **Bicycle Friendly Community** - Renewed the City of Sunrise designation as a Bicycle Friendly Community as a Bronze level award from the League of American Bicyclists.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Police

Item Title: Chief of Police Annual Review

Item Number:

Meeting Date: 9/15/2025

City Reference Number (C#):

Item Description:

Commission discussion and/or action regarding the annual review and evaluation of the Chief of Police Daniel J. Ransone.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Chief Ransone Performance Review

Background:
This agenda item is for the Annual Review of the Chief of Police.

Daniel J. Ransone, Chief of Police
Anniversary Date: December 12th

Excerpt from the Employment Contract:

As per Article 5: Compensation in the Chief of Police Contract.

5.2 Performance Review. The City Commission may meet to review and evaluate the performance of the Employees annually by December 31st of each year or within sixty (60) days thereof, beginning after the Employee has completed one year as Chief of Police.

And

5.3 COLA: Commencing on the date of this Agreement is fully executed by the parties, Employee shall receive any prospective pay plan adjustments (cost of living adjustments (COLA)) and lump sum payments that are made available to the General Executive/Management employees, provided the same are payable for services provided after the effective date of the Agreement. The first available date for a COLA and/or lump sum payment would be October 1, 2024.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Daniel J. Ransone Phone: 954-746-3399

Department Head Name and Title:
Daniel J. Ransone, Chief of Police

City Manager:
Authorized for agenda placement

Memorandum

To: Mayor and City Commissioners

From: Daniel J. Ransone, Chief of Police

Date: August 12, 2025

Re: Performance Review

CC: City Commission Office, City Manager's Office, City Clerk

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As we reflect on the past year, I am struck by the profound journey our department has undertaken—not just in fulfilling our duty to serve and protect but in redefining what it means to lead with purpose, empathy, and strength. Each challenge we faced became an opportunity to evolve, to deepen our connection with the community, and to reaffirm our commitment to a shared vision of safety and unity. This annual review is not merely a recounting of achievements but a testament to the collective heart and determination of the women and men of the Sunrise Police Department who embody our core values every day. A testament to our community, whose trust and partnership inspire and empower us to rise to our highest potential. A testament to the Sunrise Family. It is with immense pride and fulfillment that I share these reflections with you.

Before I begin, I would like to thank the Mayor and City Commissioners for your guidance and support throughout my first year as Chief of Police. Stepping into this leadership role, I leveraged the valuable lessons and knowledge gleaned from our shared experiences to navigate the uncharted waters at the helm of the Sunrise Police Department. I am truly thankful that each of you, individually and collectively, are a foundational part of our collective growth as ***the*** premier law enforcement agency in the Country.

Facts and Data:

- **Employee Snapshot** - The Sunrise Police Department is comprised of 178 sworn law enforcement professionals. 105 general employee professionals, and 8 Broward Police Academy Recruits who are set to graduate in the coming months. I recognize our Sunrise Police family as they are the lifeblood of our department, each working together to achieve the greater good.

- **Recruitment** – 2024 and 2025 have been a monumental years for our Personnel Unit as they vetted, processed, and hired a record number of new employees.

Our Personnel Unit welcomed a new Background Investigator with prior Human Resources experience. Working in collaboration with the City's new Assistant HR Director and his team, our Personnel Unit was able to integrate into the NEOGov platform, streamlining the entire hiring and on-boarding process with enhanced cross departmental communication and cooperation.

- **Succession Planning** - Succession planning remains a top priority that, from day one, we have approached with strategic foresight and attention to the unique needs of the Sunrise Police Department. Over the past year we have developed and implemented a robust succession plan with laser focus on tangible key leadership metrics. With buy-in at all levels of leadership, our dynamic root cause analysis addresses attrition via veteran retirement while simultaneously addressing the needs and aspiration of younger officers to inspire retention. Through transparent and inclusive fostering of the wealth of talent from within, members with unique and highly valuable leadership traits have emerged. These future leaders are currently immersed in a multifaceted development program consisting of targeted training, mentorship programs, and expanded growth opportunities, embedding leadership traits as core values across the department.

- **Calls for Service** - The City of Sunrise Police Department utilizes a unique, comprehensive, and multifaceted approach to our crime reduction strategy. The foundation of our strategy is built upon core principles of fostering trust and legitimacy, investing in community-based prevention and intervention, setting strategic enforcement strategies, and an open and honest review of our efforts. These principles are recommended by the Department of Justice and provide a macro view of our overall strategy. As Chief of Police, I am equally focused on the microcosm of every interaction we have with members of our community. We take great pride in our authenticity, empathetic nature, and accountability. The practical application of our core tenants has led to a rise in public trust and a decrease in property crimes such as residential and conveyance burglaries, as well as a decrease in persons crimes such as robbery and assault. From January 2023 to the beginning of 2024, a review of our efforts shows an average 22% decrease in the aforementioned areas. This metric is part of why the City of Sunrise is the best place to live, work, and play.

Internal Growth:

- **Commission for Florida Law Enforcement Accreditation** - The Sunrise Police Department attained Excelsior Level CFA Accreditation in 2024. The Florida Department of Law Enforcement – Commission for Law Enforcement Accreditation provides the benchmark standards to which all agencies in the state must meet to achieve official accreditation. To become accredited in the State of Florida, a law enforcement agency must meet hundreds of standards established by the Commission for Florida Law Enforcement Accreditation. The Accreditation function is responsible for ensuring that areas of the department remain in compliance with specific standards as set forth by the State of Florida. These standards address all facets of the agency including administration, internal affairs

operations, investigations, patrol, personnel, training, traffic, response to resistance and more.

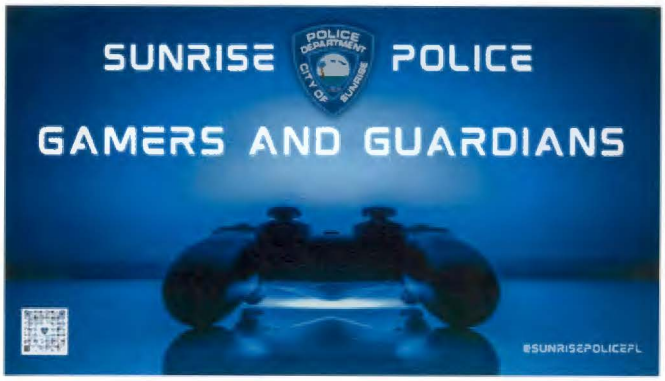
The 2024 Accreditation marked our sixth onsite assessment. The Commission for Florida Law Enforcement Accreditation sent an assessment team to conduct an in-depth review of our policies, procedures and practices. The team members were tasked with verifying and confirming compliance with CFA standards by reviewing files, interviewing personnel, and participating in patrol ride-alongs with our police officers.

Our department passed the on-site accreditation with glowing accolades and 100 percent compliance. Each assessor praised our agency's professionalism, customer service approach, and dedication to the accreditation process. In completing this process, we were bestowed the coveted Excelsior level recognition. Translated from Latin meaning "forever upward" this is the highest level of accreditation achievement a criminal justice agency can receive. This onsite assessment commemorated our fifth successful reaccreditation enabling us to reach the prestigious status of Excelsior.

The community and the department benefit from the accreditation process because it reinforces an agency's ability to maintain the highest standards of law enforcement services that represent current professional practices. The benefits of accreditation are numerous and affect many areas of a law enforcement organization as well as the community in which they serve. The Sunrise Police Department is extremely proud to have not only been re-accredited but to have reached the prestigious benchmark of Excelsior Recognition. Accreditation is a coveted award that symbolizes professionalism, excellence, and competence, and we will continue to commit ourselves to the highest standards of professional law enforcement service through this process.

- **Mental Health Awareness** - This year we proudly implemented our Peer Support Program which is designed to assist personnel in managing the emotional and mental toll of critical incidents, life-threatening situations, and ongoing high stress, whether work-related or personal. It operates alongside the Employee Assistance Program, offering voluntary, confidential support through trained Peer Support Team members. These members, selected by peers and certified through specialized training, provide guidance but do not replace psychotherapy. The program also includes a Chaplaincy Program for both spiritual and non-spiritual support and a Clinician Response Team with licensed mental health professionals to address crisis symptoms and mental health risks. Critical incidents may range from officer-involved shootings to mass casualty events, with interventions tailored to the unique needs of personnel. On average, the program, including peer support, chaplain outreach, and critical incident debriefs, is utilized about twice a month, underscoring its active role in fostering resilience and well-being within the department.

- **Engagement Through Innovation** - We are leveling up our community engagement with our newest initiative – Gamers and Guardians. We rolled out the brand-new Sunrise Police Gaming Trailer and Gaming Squad to great success. This state-of-the-art mobile gaming hub is designed to connect our Guardians with our community of gaming enthusiasts in a fun and unique way. Our Gaming Trailer is stocked with eight gaming stations consisting of the most popular consoles and games, a racing simulator, LED lighting, and even a stage for rocking out. Big screens and big sounds bring everyone together in a unique and innovative way.



- **Welcoming New Leadership** - On April 1, 2024, retired City of Fort Lauderdale Assistant Chief, Dana Swisher, assumed his new role as our Deputy Chief. Seeking out the best and most qualified candidate for the position of Deputy Chief was not an easy task. There are many who were qualified, but I sought to do more than merely "fill" a position. Our City, our Sunrise family, deserves an individual who transcends this concept. An individual who is grounded in the sanctitude of our mission, vision, and values. A person of moral and ethical worth, who can offer experience, knowledge, and wisdom. Deputy Chief Swisher is a 26-year law enforcement veteran, who has held a position in nearly every facet of Law Enforcement. From his tactical background and investigative expertise to his command and leadership capabilities, we are truly blessed to have him as a member of our Sunrise family.

Trust and Transparency:

- **IA Pro Implementation** – Our Office of Professional Standards and Administrative Services Division members have been working tirelessly to finalize the implementation of IA Pro. IA Pro is a comprehensive software system to manage internal affairs, citizen complaints, Response to Resistance Reports, and officer performance data. It allows for centralized tracking and analysis of incidents, ensuring that agencies can monitor and address trends in behavior and accountability. By automating data collection and providing detailed reports, IA Pro helps agencies maintain transparency, improve officer conduct, and reduce liability risks. Its integration with early intervention systems also aids in identifying potential issues before they escalate. IA Pro has been implemented by some of the largest agencies in South Florida, including BSO. As an added benefit, IA Pro is a digital paperless system and conforms with the City's Green Initiative.

Standout Momentous Occurrence:

On December 30, 2023, a violent domestic encounter occurred within the City of Sunrise. On the night of the incident, a female victim was ambushed by her child's father as she walked towards her apartment. Upon seeing the subject concealed in the stairwell, the victim took flight and ran towards her vehicle in the parking lot. The subject immediately gave chase, where he caught up to her and knocked her down. With the victim pinned down on the parking lot pavement, the suspect pointed a handgun at the victim's face and began to pull the trigger. The victim twisted and turned her body and head to avoid being executed. After firing multiple shots at the victim, the suspect stole her vehicle and fled the area. During this altercation, the victim was able to avoid being struck in the head by the gunfire; however, she sustained two gunshot wounds to the upper arm and shoulder. In the following days, Sunrise Police Detectives worked relentlessly to locate the subject and bring him to justice.

On January 2, 2024, Detectives gathered intel that suggested the subject was attempting to flee the South Florida area, via a Greyhound bus. Detectives saturated surrounding bus terminals and ultimately located the subject waiting for the next bus. A team of Detectives made an approach on the subject for his apprehension. Upon recognizing these Detectives as law enforcement, the subject brandished a handgun from his waistband and began running from the Detectives making contact. Detective Robert Padron, having observed the armed subject running in an area occupied by innocent civilians, knowingly stepped away from safety and into harm's way, to address the threat posed. As the violent subject ran, his attention quickly turned to Detective Padron, who was in close proximity. The dangerous subject began to fire upon Detective Padron, who showed no fear or hesitation, returned fire and successfully stopped the subject from further threatening the community. Detective Padron's valiant actions were not without cost, as he suffered a severe gunshot wound to his upper leg, which required immediate medical intervention.

Fast forward to the present day, over a year from the date of the incident, and Detective Padron remains with many physical obstacles and daily reminders of the injury. However, the strength, resilience, and fortitude Detective Padron innately possesses aided in his recovery and return to full-duty, where his bravery has continued to be displayed in his daily actions.

I wish to highlight the brave and courageous actions taken by Detective Padron on this day. Though the violent encounter lasted under a minute, the impact Detective Padron's actions had on the community, by stopping a hostile subject with no regard for human life, will last indefinitely. Looking down at the barrel of a firearm, Detective Padron was resolute and unswerving. Detective Padron prioritized the safety and well-being of the community above his own, which is an act that can only be carried out by a hero. Detective Padron's actions exemplified courage and were performed to protect the lives of all those in the bus terminal that day. For his heroic action, Detective Padron was bestowed the Medal of Honor, our department's highest award.

Looking Toward our Future:

As we look toward the future of the Sunrise Police Department, the foundation of excellence, professionalism, and resilience established over the past year positions us for continued growth and success. The lessons learned and achievements celebrated—whether through innovative programs like Peer Support, robust succession planning, or milestones like Excelsior Accreditation—serve as a testament to our commitment to serving with distinction. Our focus remains on fostering a department that evolves with the times while staying grounded in our core values. By investing in the development of our personnel, embracing cutting-edge technology, and prioritizing trust and transparency with our community, we will continue to set the standard for law enforcement excellence. Together, as one Sunrise family, we are prepared to meet the challenges ahead, fortified by the strength of our past and inspired by the limitless potential of our future.

AGENDA ITEM REQUEST

Originating Department: City Clerk

Item Title: City Clerk Annual Review

Item Number: **Meeting Date:** 9/15/2025

City Reference Number (C#):

Item Description:

Commission discussion and/or action regarding the annual review and evaluation of the City Clerk. Felicia M. Bravo, City Clerk.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Accomplishments FY 2023-2024
Accomplishments FY 2024-2025

Background:
This agenda item is for the Annual Review of the City Clerk. It should be noted that the City Clerk's pay range (63-81) is established by Resolution and she is at the maximum step of the range at this time.

Felicia M. Bravo, City Clerk
Anniversary Date: February 13th
Review Period: February 13, 2024 - February 12, 2025
Last Review Date: September 24, 2024

Because the review date is six months after the anniversary date, both FY 23/24 and FY 24/25 YTD accomplishments are attached.

Excerpt from Employment Contract:
Section 2 (C): Benefits. In exchange for her services as City Clerk, Felicia M. Bravo shall receive the following benefits…Unless otherwise provided by this Agreement, all benefits provided to the General Employee Executive/Management personnel as designated in the City's Executive/Management Ordinance at the same level at which they are being provided as of the date of this Agreement, as well as any additional benefits or increases. If the City Commission approves an annual merit increase for Executive/Management personnel, Felicia M. Bravo shall receive the merit increase on her anniversary date.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Felicia M. Bravo Phone: 954-746-3333

Department Head Name and Title:
Felicia M. Bravo, City Clerk

City Manager:
Authorized for agenda placement

Memorandum

To: Mayor Ryan and City Commissioners
From: Felicia M. Bravo, City Clerk
Date: October 4, 2024
Re: **FY 2023/2024 City Clerk's Office Accomplishments & Highlights**

Below please find a list of accomplishments and highlights by the City Clerk's Office in FY 2023/2024:

1. Qualified eleven (11) candidates for a General Election in November 2024 for Commission Seats A, B and Mayor;
2. Conducted elections for the City's three retirement plan boards;
3. Currently conducting a special election for the Police Officers' Retirement Plan Board;
4. Conducted board liaison and board secretary training for 15 advisory boards;
5. Implemented advisory board minutes page on City website for ease of use by public;
6. Instructed Form 1 advisory board members of new filing method;
7. Oversaw the Commission on Ethics Electronic Financial Disclosure Management System real-time database, now being used by municipal Form 1 and Form 6 filers;
8. Developed the campaign finance filing dates for all Broward County municipal elections where the election is without a primary, but to be held in November 2024;
9. Negotiated inaugural Early Voting Polling Location License Agreement with Broward County Supervisor of Elections (Sunrise was the only municipality to negotiate in protective terms);
10. Advised and coordinated with the Broward County Supervisor of Elections Office to secure polling locations at various City facilities for the 2024 election cycle;
11. Coordinated with the Broward County Supervisor of Elections Office to conduct voter registration drives at City Hall;
12. Presented information about the City Clerk's Office to residents attending the Residents Leadership Academy Cohort 8.
13. Rewrote the job descriptions for the City Clerk and Deputy City Clerk positions.
14. Hired a new Deputy City Clerk, Lina Zapata.

15. Developed a list of projects and activities that would move the City Clerk's Office forward.

In addition to the above, the following tasks were performed:

- Oversaw and coordinated Commission on Ethics reporting for approximately 111 Form 1/Form 6 filers (fluctuates quarterly)
- Registered lobbyists representing 30 clients
- Produced 836 public records requests (11% more than the FY23 total of 752)
- Transcribed 37 sets of minutes
- Processed and digitized 413 ordinances, resolutions, agreements, amendments, and other accompanying documentation totaling 9,051 pages
- Processed 3,432 lien inquiries
- Digitally recorded 561 documents with Broward County (surpassing FY2 total by 73%)
- Wrote 20 Satisfaction of Liens
- Processed 125 applications and background checks for 15 City advisory boards
- Maintained membership, tracked monthly attendance and processed payments for 137 board meetings, involving 125 advisory board members
- Published 40 out-of-section display ads
- Records management:
    1. Box retrievals from off-site storage - 32
    2. New off-site box storage – 135
    3. Records destruction – 9 Records Disposition Documents created, processed and executed, disposing of 308.27 cubic feet of records

Should you have any questions after reviewing the list, please feel free to contact me at 954-746-3331.

Memorandum

To: Mayor Ryan and Commissioners

From: Felicia M. Bravo, Sunrise City Clerk

Date: August 5, 2025

Re: FY 2024-2025 City Clerk's Office Accomplishments through July 2025

The City Clerk's Office has had a productive year. During the FY 2024/2025 budget process, several projects were cited as justification to add an additional position to the office. All of the proposed projects would enhance transparency, require collaboration with other departments, all while improving internal and/or external customer service. An Administrative Officer I was hired in late January 2025. The following provides an update related to each project and information about additional activities and improvements by the City Clerk's Office.

Addition of 16th City Advisory Board – AIM Advisory Board

On October 8, 2024, the City Commission created the Accessibility, Inclusion and Mobility (AIM) Advisory Board. The 11-member board has strict membership qualifications. The City Clerk's Office created an online application with specific questions related to the board membership requirements. The Office contacted appropriate organizations to identify potential members and to ensure the applicants met the requirements. Staff confirmed each applicant completed and passed background checks. The new AIM Board brought the total number of board members to 140.

Online Public Records Request Software as a Service (SaaS)

The City Clerk's Office is on a par with last fiscal year's record number of public records requests. While the present method of processing has worked well to date, efficiencies may be found by using an intermediary to receive the requests. A Program Modification for public records processing software as a service (SaaS) was included in the proposed FY 2025/2026 City Clerk's Office budget for your consideration.

Implementation of Campaign Finance Software as a Service (SaaS)

In June 2025, the City Commission adopted a resolution allowing for the submission of Campaign Finance Reports through an electronic filing system. The same evening, the City Commission approved a "Candidate Financial Reporting System Agreement for Municipalities" between the Broward County Supervisor of Elections and the City. The Supervisor of the Elections Office has since advised that it is reviewing their partnership with VR Systems, Inc. As a result, an executed agreement has not been returned. However, another company, EasyVote, has improved its software to include a two-step approval process for the reports and it is a now viable solution. EasyVote is used by 33% of Broward County municipalities.

City-wide Training on the Sunshine Amendment

The City Clerk's Office is eager to continue the training of City staff regarding both the Public Records Law and the Open Meetings Law. In mid-August, the City Clerk's Office will once again provide department-specific training regarding the Sunshine Amendment. This training is in addition to board liaison and board member Sunshine Amendment and ethics training.

Online Lien Inquiries Software as a Service (SaaS)

Software services that respond to lien inquiries have been in the marketplace for many years. In the past these services were explored but not utilized because the City's land management system was incompatible. The City now uses enterprise software. Staff from Community Development, Finance and the City Clerk's Office met with three different vendors to see how the products performed. There are concerns that the software may not be able to handle the various ways in which lien fines are calculated. In order to test the software, both lien inquiry processes would need to run concurrently for 30 days to ensure the software output is accurate. If the software is able to perform properly, the Public Service Division would be the major beneficiary, but the Code Compliance Division would have to continue using the current method due to the complexity of property maintenance and code compliance liens.

Historical Museum

The City Clerk's Office is processing 53 boxes from offsite storage that contain historical documents, articles and artifacts. Once the contents of each box are confirmed and correctly catalogued as necessary, the City Clerk's Office and City Manager's Office will proceed with the initial selection of documents and artifacts for display.

Automated Document Routing and Management

Currently, routing documents for signature is a highly manual process. City staff are examining opportunities to use digital signatures, which opens up the possibility of routing, executing and managing documents digitally. Implementation would allow staff from multiple departments to see the status of a document during the routing process. The City Clerk's Office is researching viable systems.

Sunshine Amendment Training for New Employees

As part of the onboarding process in the City, training on the Public Records Law and Open Meetings Law should be mandatory for all new employees. The training could be conducted once a month or quarterly at a central location.

Additional Projects/Improvements

In addition to the above-listed efforts, the City Clerk's Office has also moved forward with other projects and improvements.

- Addition of two new staff members in 2024 and 2025. Deputy City Clerk Lina Zapata joined the office in late August 2024 and Administrative Officer I Mariana Esposito began in late-January 2025. Both are working toward obtaining their Certified Municipal Clerk (CMC) designations through various training opportunities.
- The Office is working with IT to create an off-site records management request form in SharePoint which will standardize the manner in which departments submit their requests to the City Clerk.
- The Office is working with IT to create an online retirement plan board voting system using Microsoft 365. It is approaching the testing phase.
- A standardized records exemption notification form is in development.
- To provide easier access to the Commission and Boards webpage for residents, the Office worked with Marketing to develop flyers with QR codes which take prospective board members directly to the webpage, which has a link to the board application.
- Board rosters were modernized to make it easier to change and add additional information.
- The monthly public meetings notice was modernized to make it easier to change and add additional information.

All of the projects and process improvements moved forward while maintaining the regular duties of the office, which include processing lien inquiries, recording documents, maintaining Form 1 Filer lists, registering lobbyists, transcribing minutes, processing and digitizing ordinances, resolutions and agreements, processing board applications and maintaining board membership, publishing out-of-section display ads, and finally, managing active and inactive records.

The City Clerk's Office is proud of its accomplishments to date and staff looks forward to shepherding the projects to fruition.

AGENDA ITEM REQUEST

Originating Department: Fire Rescue

Item Title: Fire Chief Annual Review

Item Number:

Meeting Date: 9/15/2025

City Reference Number (C#):

Item Description:

Commission discussion and/or action regarding the annual review and evaluation of the Fire Chief. John McNamara, Fire Chief.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Fire Chief John K McNamara Performance Review Memorandum 2023

Background:
This agenda item is for the Annual Review of the Fire Chief.

John K. McNamara, Fire Chief
Anniversary Date: January 12th

Excerpt from the Employment Contract:
Section 5.2 Performance Review. The City Commission may meet to review and evaluate the performance of the Employee by July 30th of each year or with 60 days thereof, beginning after the Employee has completed one year as Fire Chief.

Section 5.3 Merit. In any given year in which the Employee receives a favorable performance review, the Commission may approve a merit increase, within Employee's pay range, of one (1) pay step retroactive to Employee's anniversary date which for purposes of a merit increase shall be the Effective Date of this Agreement.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: John McNamara Phone: 954-746-3464

Department Head Name and Title:
John McNamara, Fire Chief

City Manager:
Authorized for agenda placement

Memorandum

To: Mayor and City Commissioners

From: John K. McNamara, Fire Chief

Date: August 7, 2024

Re: Performance Review

CC: City Commission Office, City Manager's Office, City Clerk

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I would like to take this opportunity to say thank you for allowing me to serve as the Fire Chief for the City of Sunrise Fire Rescue Department. As I have mentioned in the past, it is truly humbling to be afforded the opportunity to serve not just the residents, business owners, and visitors of the great City of Sunrise, but to also serve the women and men of the Sunrise Fire Rescue Department. Working in the capacity of a Chartered Officer, I hope over the past year I have represented your interests in overseeing the specific fire rescue related needs for our community in a way that supports the vision, mission, and values that our community has come to know.

The Sunrise Fire Rescue Department is made up of 174 dedicated women and men, of which 164 are sworn fire-rescue professionals, that pride themselves in serving our community's needs. I mention this as while I realize this will be a review of my overall work performance over the past twelve months, much of my success and that of the department's is the result of these fire-rescue professionals and the administrative support staff going above and beyond each and every day they come to work on behalf of our community.

During Fiscal Year 2023, Sunrise Fire Rescue responded to more than 16,000 calls for service ranging from fire suppression, emergency medical services, and special operational calls (which includes regional response calls as part of our countywide regional team agreement). We continue to have strong cross-jurisdictional response relationships based on the countywide "closest unit response" protocols (now known as 'fastest unit response'); especially with our neighboring geographical communities.

While there are a lot of tasks and activities that have been completed over the last year, the following represents some of the highlights of our accomplishments and some background on these examples for your review:

- The Administration Division continues to work in assisting with oversight of the other Divisions within the department to assist and support a variety of functions for each division. In addition, it works monitoring aspects of the department that work in collaboration with other inter-city departments ranging from hiring and recruiting, payroll related matters, employee related matters, employee accidents and/or injuries, workers compensation, etc.
- The Operations Division successfully implemented the "Whole Blood Program" in which Sunrise Fire Rescue became the first municipal based fire-rescue agency in Broward County to deliver such advanced services. We also successfully achieved the American Heart Association 2024 Mission Lifeline Gold Award which is a recognition of our pre-hospital continuum of care as it relates to both heart related emergencies and stroke related emergencies.
- Our Emergency Management Division once again achieved the Storm-Ready recertification from the National Weather Service showing that our department meets the emergency preparedness standards for the community.
- Our Fire Prevention Division welcomed another new Fire Marshal, this time from inside the agency. We continue to evaluate the administrative and operational policies and procedures to see how we conduct annual inspections with the intent of meeting our target goal of inspecting all the businesses within our City.
- The Support Services Division worked side-by-side with our city Facilities Maintenance Section of our Public Works Division to accomplish several facility upgrades, specifically the interior remodeling of kitchen areas and the exterior painting of specific fire stations.
- The Training Division conducted a new hire recruit orientation for five (5) new personnel. In addition, they conducted promotional orientations for the ranks of Captain and Driver Operator to facilitate personnel whom will be eligible to work out of classification and/or be promoted to future vacancies.

While the above is not all inclusive, I believe it speaks to the quality of service we provide to the community as an all-hazards, service delivery system. As Fire Chief, it is certainly my intent to keep that type of quality service delivery to our community and to provide you all with the information you need to make informed decisions moving forward to improve and enhance our service we currently provide.

Having said that, past performance can't be relied on to maintain future performance. As Fire Chief, I am working towards some initiatives in the upcoming year should I be afforded the opportunity to continue to lead the organization in an effort to improve on the services we currently provide. As mentioned last year, we are now in the early stages of conducting a "Community Needs Assessment" to determine what areas of the community may be subjected to potential future risk reduction initiatives. This assessment will look at both the internal community – our employees – and out external community – those we serve. These risk reduction initiatives may range from reducing employee injuries, improving behavioral health and wellness services; to improved fall prevention program for residents and bringing awareness to house fires that involve hoarding of combustibles in parts of homes not

accustomed to such bulk items. These initiatives should be able to align with our current community paramedic concept in connection with our public education program.

Speaking of public education, we have recognized a need to improve how we communicate these initiatives to our external community and much focus will be on implementing new public education ideas in the upcoming fiscal year (upon approval of budgetary items).

These discussed concepts have also led to focus on rebranding how we do both of these tasks, and in the upcoming fiscal year, we are looking to rebrand and reimage our Emergency Management Division to become more a Community Risk Reduction Division to bring all of our community risk related tasks – CERT, Public Education, Community Paramedicine – under one common division to refocus our efforts and improve our risk reduction efforts,

On a personal note, I have begun the process of obtaining my Master's Degree in Fire Executive Leadership, with a minor in Human Resource Management. As part of my coaching and mentoring process to not just my direct staff, but to the entire agency, I wanted everyone to know that there is always room for personal and professional growth – even for the Fire Chief! While it has been a slight adjustment in getting back to completing homework, if it sparks more growth from my team members, then the challenge will be worthwhile. Based on my current degree plan, I should have it completed during the performance evaluation period of July 2026.

In closing, as I have said in the past and will continue to say moving forward, it is not lost on me that there are many other women and men that would love the chance to serve in the capacity that I serve all of you today. Nonetheless, I would love the opportunity to continue to serve our community through the direction of each one of you if you should believe I continue to be the right person for the role.

As always, I am available to each of you prior to the upcoming public performance review that is scheduled for Tuesday, August 13, 2024 as well as being prepared to respond to any questions regarding my performance and that of our department in public during the aforementioned meeting.

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Hurricane Youth Football Program

Item Number:

Meeting Date: 9/15/2025

City Reference Number (C#):

Item Description:

City Manager Update and City Commission Discussion and/or Action Regarding the Hurricanes Youth Football Program. City Manager Mark Lubelski.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
City Manager Update and City Commission Discussion and/or Action Regarding the Hurricanes Youth Football Program.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Mark S. Lubelski, City Manager Phone: 9547463430

Department Head Name and Title:

City Manager:
Authorized for agenda placement