

City of Opa-locka

*Commission Chambers
215 Perviz Avenue
Opa-locka, FL 33054*



REGULAR COMMISSION MEETING Agenda

**Wednesday, March 24, 2021
7:00 PM**

City Commission

**Mayor Matthew A. Pigatt
Vice Mayor Veronica J. Williams
Commissioner Alvin Burke
Commissioner Chris Davis
Commissioner John H. Taylor Jr.**

Appointed Officials

**City Manager John E. Pate
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105:

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

PROCEDURES FOR VIRTUAL PARTICIPATION**How to watch the meeting**

Members of the public are encouraged to watch the public meeting and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

How to participate

To participate virtually, please register at least 2 hours prior to the scheduled meeting via the City of Opa-locka website: www.opalockafl.gov

CITY OF OPA-LOCKA
“The Great City”

AGENDA
REGULAR COMMISSION MEETING
March 24, 2021
7:00 P.M.

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**
 - Workshop Meeting Minutes from January 8, 2021**
 - Workshop Meeting Minutes from January 14, 2021**
 - Workshop Meeting Minutes from February 9, 2021**
 - Regular Commission Meeting Minutes from February 24, 2021**
 - Regular Commission Meeting Minutes from March 10, 2021**
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
- 11. CITIZENS’ FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
- 12. ACTION ITEMS (items from consent agenda pull list):**
- 13. ADMINISTRATION:**
 - CONSENT AGENDA:**
 - 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR AN AGENT OF RECORD FOR EMPLOYEE BENEFIT**

PROGRAMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A COMPREHENSIVE PARKS AND RECREATION MASTER PLAN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING SETTLEMENT WITH THE INTERNAL REVENUE SERVICE (IRS) TO RESOLVE THE CITY'S TAX LIABILITY, IN THE AMOUNT OF TWENTY-FIVE THOUSAND, THIRTY-SIX DOLLARS AND SIXTEEN CENTS (\$25,036.16), REGARDING (1) OFF-DUTY POLICE OFFICER PAY TREATMENT FROM INDEPENDENT CONTRACTOR TO EMPLOYMENT WAGES; (2) TAX ON LIFE INSURANCE EARNINGS AND (3) TAX ON TAKE-HOME VEHICLE FOR TAX YEAR 2018; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE "AGREEMENT TO ASSESSMENT AND COLLECTION OF ADDITIONAL TAX AND ACCEPTANCE OF OVERASSESSMENT" (FORM 2504-T), ATTACHED HERETO, IN THE AMOUNT OF TWENTY-FIVE THOUSAND, THIRTY-SIX DOLLARS AND SIXTEEN CENTS (\$25,036.16) AND "CLOSING AGREEMENT ON FINAL DETERMINATION COVERING SPECIFIC MATTERS REGARDING WORKER CLASSIFICATION" (FORM 14491), ATTACHED HEREIN, IN THE AMOUNT OF TWENTY-TWO THOUSAND, FOUR HUNDRED SIXTY-NINE DOLLARS AND EIGHTY-EIGHT CENTS (\$22,469.88) FOR TAX YEAR 2018; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO INITIATE AN EVICTION PROCEEDING AGAINST THE OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION (OLCDC) AND INITIATE LITIGATION FOR UNPAID RENT; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EMERGENCY WORK FOR THE PROVISION OF DEBRIS REMOVAL OF HAZARDOUS MATERIAL FROM THE NW 127th STREET STORMWATER DRAINAGE SYSTEM; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WORLD PETROLEUM CORP; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EMERGENCY WORK FOR THE INSTALLATION OF CAMERA MONITORING EQUIPMENT ON CAIRO LANE TO IDENTIFY ILLEGAL

DUMPING IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED AND TWENTY-ONE DOLLARS (\$9,721.00); FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BROADCAST SYSTEMS, INC. AND TAKE ALL NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EMERGENCY WORK OF ENVIROWASTE SERVICES GROUP, INC. FOR THE PROVISION OF THE REMOVAL OF ILLEGAL DUMPING FROM THE CANAL ON CAIRO LANE TO NW 135th STREET STORMWATER DRAINAGE SYSTEM; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ENVIROWASTE SERVICES GROUP, INC; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

8. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER AND MIAMI-DADE COUNTY TAX COLLECTOR TO ALLOW THE INCLUSION OF A CITY ASSESSMENT FOR STORMWATER SERVICES ON THE ANNUAL PROPERTY TAX BILL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

9. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING AN UPDATED HONOR CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

10. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND MIAMI-DADE COUNTY / MIAMI-DADE POLICE DEPARTMENT, IN SUBSTANTIALLY THE SAME FORM ATTACHED HERETO AS EXHIBIT "A", FOR ACCESS TO THE FLORIDA CRIMINAL JUSTICE NETWORK ("CJNET"), NATIONAL CRIME INFORMATION CENTER ("NCIC"), THE FLORIDA CRIME INFORMATION CENTER ("FCIC"), AND THE INTERSTATE IDENTIFICATION INDEX ("III"); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

11. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT (MAA) BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE CITY OF MIAMI GARDENS, FLORIDA,

SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT “A”, FOR LAW ENFORCEMENT SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

12. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH B & G OPA HOLDINGS, INC. AND B & G OPA LAND HOLDINGS, LLC; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

13. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA EXPRESSING ITS DESIRE FOR IMMEDIATE TRANSFER OF CONTROL FROM MIAMI-DADE COUNTY TO THE CITY OF OPA-LOCKA UPON CREATION OF THE PINE TREE LAKE MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT, PURSUANT TO SECTION 18-3.1 OF THE CODE OF MIAMI-DADE COUNTY; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

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

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 Individual Appointment (Commissioner Taylor)
1 Individual Appointment (Vice Mayor Williams)

Historic Environmental Preservation Board
4 At-Large Appointments

Fair Housing and Nuisance Abatement Board
1 Individual Appointment (Commissioner Taylor)
1 Individual Appointment (Vice Mayor Williams)
1 Individual Appointment (Mayor Pigatt)

Community Relations, Recreation and Activities Board
1 Individual Appointment (Commissioner Taylor)
1 Individual Appointment (Commissioner Davis)
1 Individual Appointment (Vice Mayor Williams)
1 At-large Appointment

Planning & Zoning Board
1 At-Large Appointment

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

- A. Feeding South Florida Drive-Thru Food Distribution, Tuesday, **March 23, 2021** from 9:00 a.m. – 11:00 a.m., Sherbondy Park, 215 Perviz Avenue, Opa-locka, Florida.
- B. City of Opa-locka Workshop to discuss commission priorities, Wednesday, **March 31, 2021** at 5:30 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. This meeting will take place in-person while allowing virtual participation. To participate virtually, please register on the City of Opa-locka website at www.opalockafl.gov.
- C. City of Opa-locka Parks & Recreation Department in collaboration with the Opa-locka Booster Club will host a Drive-Thru Easter Basket Giveaway, Saturday, **April 3, 2021** from 10:00 a.m. – 12:00 p.m. For complete details, please contact the City of Opa-locka Parks & Recreation Department at (305) 953-2875.

Please contact the Office of the City Clerk by telephone at (305) 953-2868 or email jflores@opalockafl.gov with any questions.

APPROVAL OF MINUTES

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES

Workshop
Friday, January 8, 2021
5:30 p.m.

1. WELCOME/OPENING REMARKS:

Mayor Matthew Pigatt called the Workshop to order at 5:30 PM on Friday, January 8, 2021.

In his opening remarks, Mayor Pigatt stated that the workshop was called in preparation for the State of the City. Over 50 years ago, leadership passed an ordinance that became law, stating that each year the Mayor must submit a State of the City report to the people. The purpose of this meeting is to hear from staff and the City Manager, so that everyone is on the same page. The Mayor asserted that the members of the Commission all get the same information, and can contribute to the State of the City.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner John H. Taylor Jr., Vice Mayor Veronica J. Williams and Mayor Matthew Pigatt. Also in attendance were: City Manager John E. Pate (remotely), Assistant City Manager George Ellis (remotely), City Attorney Burnadette Norris-Weeks (remotely), and Legislative Aide to the Mayor/Commission Randy Grice. City Clerk Joanna Flores was not in attendance.

3. INVOCATION:

The invocation was delivered by Commissioner John Taylor, Jr.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC COMMENTS:

Legislative Aide Randy Grice stated there were no public comments provided.

Mr. Grice announced the protocols for public participation at City of Opa-locka meetings.

6. DISCUSSION ITEMS:

a) STATE OF THE CITY REPORTS:

City Manager Pate addressed an issue with the meeting's audio and asked the IT Department to work on that, because staff members are having issues.

Mr. Pate delivered the City Manager's report. The details of the report are included in the State of the City Departments Reports, which can be found attached to this document.

Parks & Recreation Director Mr. Delven Patterson delivered the report for his department. The details of the report are included in the State of the City Departments Reports, which can be found attached to this document.

Planning & Community Development Director and CRA Manager for the Opa-Locka Community Redevelopment Agency, Mr. Gregory Gay delivered the report for his department. The details of the report are included in the State of the City Departments Reports, which can be found attached to this document.

City Manager Pate asked for the report on the budget.

Budget Administrator Robert Anathan stated that because a lot of what he talks about touches other departments, he proposed that he be allowed to present his report last.

City Manager Pate agreed.

Vice Mayor Williams inquired about the ability to ask questions now, in addition to later.

City Manager Pate confirmed that questions can be asked whenever the Commission would like to.

Mayor Pigatt stated that the workshop was organized so that staff would be available, to provide the information to the Commission, and that the Commission can ask questions. The Mayor recalled that at the last Commission meeting that there was a debate and vote to have a report delivered at the end of the year, providing an opportunity for the Commission to hear from all of the departments, what was accomplished and how the city is moving forward. He asserted that every Commissioner should feel free to ask any questions at any point in time, and that this is the time to ask and share ideas so that they can be incorporated into the State of the City Report.

Major Daryl Stroud, Opa-locka Police Department delivered the report for the Police Department. The details of the report are included in the State of the City Departments Reports, which can be found attached to this document.

Commissioner Davis thanked the Police Department for the strides they have made in a short window. He is glad to see that the sub-station at Glorieta Gardens will be operational by January 18th. Commissioner Davis shared that earlier today he received a call from a resident who spoke of the violence and the concerns in the area, despite laws that have been passed to provide security

and police enforcement to curve crime and increase safety efforts. He asked the Major to elaborate on the line item referring to 501c implementation, including the goal the police department has in setting up a non-profit to increase services and safety.

Major Stroud stated that Lieutenant Nikeya Jenkins is really the search engine behind putting it together. He explained that the 501c is going to be a supplement to the Police Department's financial status for things that they are not able to do. It will also provide the ability for the department to have credit and be able to provide businesses or vendors a Tax ID when they ask for one. Additionally, it will provide the ability to cover more ground in terms of resources, and once those products and services are put together and deployed through the Police Department, they will be able to capitalize on it in portfolio format. Like having a driver license, it will allow the Police Department to say they have a license, the CDL, endorsements, and the portfolio will allow them to continue in partnership with federal, state, local, private and public entities, so that they can bring more resources to the community. The bottom line for the Police Department is to make products and services available to the community that are more personalized and professional.

Lieutenant Nikeya Jenkins added that the 501c3 will provide the opportunity for the Police Department to do different programs they would like to implement, including events for the elderly and beautification of the community. As an example, the Lieutenant explained that residences that are missing the numbers for their address on the home, it takes additional time for an officer to respond to a location to help and save someone, and if the Police Department goes to Home Depot or Lowes to ask them to contribute to a project to replace those address numbers, they will ask for a 501c3. Many businesses are willing to help the City, but don't want to donate if there is not a 501c3. Lieutenant Jenkins asserted that doing this will allow the Police Department to interact with the community more.

Vice Mayor Williams thanked the Police Department for their presentation, and acknowledged that the work they do is tremendous throughout the community. She stated that she would like to see a Police Explorers Program. Years ago she was a part of the Opa-locka Police Explorers, which she characterized as a great program to have the youth in the community understand and build the bench for youth that may want to continue to pursue policing their own community. She went on to say that there is nothing like having police officers within a community, stay in the community.

Lieutenant Nikeya Jenkins invited Lieutenant Sergio Perez to speak on the Police Explorer Program, as he was in charge of it once before and is currently working on it now.

Lieutenant Sergio Perez said he was fortunate enough to benefit from the Police Explorer program himself prior to joining law enforcement, and completely understands the benefits behind it and everything it has to offer. He advised that the Police Department already has an Explorer Post number registered with the Boy Scouts of America that he has taken care of. He also shared that resources will soon be deployed in the community to start recruiting kids, including the ride-along

program, state competitions, and noted that there is already a van for the kids in the motor pool. The Lieutenant offered assurances that it is definitely something that will be part of the Police Department.

Major Stroud shared that he too has gone through that program successfully and concurred with both lieutenants on the value and benefit it has for the community. He thanked the Vice Mayor for bringing it up and inferred that she will volunteer to be part of the program, and stated he is open to any other comments or suggestions.

Commissioner Taylor thanked them for the things they have done for the City Police Department, and offered assurances that it does not go unnoticed. He asked the Major or Manager to address his question about there being a time in the near future for getting a permanent home for the Police Department, specifically a police station.

City Manager Pate explained that he is currently looking through the appropriations package being sent up to Tallahassee, looking for funding for a new Police Department building, either at the current location or a different location.

Human Resources Director Kierra Ward delivered the report for her department. The details of the report are included in the State of the City Departments Reports, which can be found attached to this document.

Commissioner Davis stated that most of the City's policies span to all employees, and wanted to know how the work from home policy affects direct service positions such as those in the Code Enforcement and Public Works Departments.

Director Ward explained that those policies do not relate to employees who have positions that involve working with the community and customer service based positions out in the field. Those positions are only able to be filled by essential staff that have been designated and provided with the laptops and are able to work remotely.

Commissioner Davis thanked Director Ward for clearing that up and stated that the reason he asked was because he noticed a lag in service delivery in those departments, and he was wondering how the policy affected the process.

Vice Mayor Williams thanked Director Ward for everything she does for the employees of Opa-locka. The Vice Mayor asked what the procedure of accountability is for those employees who are working from home, to know that the work is being done, including a check-in with their department head. Additionally, she asked if the employees had to provide a specific reason for working from home such as child care or health risks, and if those health risks required them to bring in a doctor's note.

Director Ward explained that in order to work from home, it needs to initially be authorized by the City Manager, proposed by the department director in consultation with the employee requesting the leave. For the most part, hybrid work schedules have been implemented, so no one is permitted to work entirely from home. The Manager has strict accountability measures through the department director where they are required to maintain constant communication with the employees that are working from home, to ensure that whatever projects they are supposed to be working on are being completed. The Director stated that it is the responsibility of the department director to provide a list to the City Manager of what tasks are going to be completed during the time of approval to work from home.

Vice Mayor Williams expressed that she hopes there is a measure of accountability, and that deadline dates are given for tasks provided by department heads.

Director Ward confirmed it is.

Commissioner Taylor inquired about what the hybrid work from home program looks like.

Director Ward explained that it depends on what the department director proposes to the City Manager for approval, but for the most part it is a one-day-on and one-day-off scheduling. She said they are trying to limit the number of employees in the office at one time.

Commissioner Taylor characterized the system as a staggered method.

Director Ward confirmed that it is like a staggered method.

Mayor Pigatt thanked Ms. Ward for her report. He recalled that during last year's State of the City, there was mention of doing a complete evaluation of employees, which hasn't been done in many years. He said that he is only seeing 77% completed, and inquired about what the delay is on completing the evaluations, and whether or not there is a department that is not submitting them.

Director Ward expressed that she is very impressed with the level of responsiveness that her department has received in regards to the employee evaluations. She explained that the reason they are not at 100% is because at the time the report was submitted to the Mayor, the evaluations for December were not due yet and are just now being received. Additionally, with the transition in management at a few departments including the Police Department, there has been a slight delay in receiving the evaluations, but she anticipates a full evaluation for 2020.

Mayor Pigatt asked by when.

Director Ward stated that her department is following-up on what they have received now, and they usually send out an email to the departments that have not responded. She said that she will have a better answer by the end of next week.

Mayor Pigatt stated that he looks forward to reporting to the citizens that a complete assessment and evaluation has been completed. In consideration of the operational audit, the Mayor expressed that this is something of high importance and is necessary to ensure that people know the City is steadily evaluating and improving employees to get the best performance for the people of Opa-locka.

Vice Mayor Williams shared that she is in the middle of conducting evaluations in her own job, and asked if the evaluations being done by the Human Resources Department are being placed in an evaluation system, and whether or not employees that do not meet a certain standard are given recommendations or training before termination.

Director Ward explained that there is an evaluation system that is conducted by the employee's direct supervisor in collaboration with their department director. If there is any level of unsatisfactory performance, there is a performance improvement plan that is produced for each employee, and identifies the areas of improvement that are needed and any resources that can be provided to assist the employee, including training or job shadowing, in more focused and centralized areas of weaknesses that employees may have. She shared that she always uses the employee evaluation system as a method to assist an employee with improving behavior as opposed to providing disciplinary or adverse action.

Vice Mayor Williams re-stated her question about the evaluations being handled in a system, and asked for clarification on whether or not they are hand-written.

Director Ward explained that it is on a paper-based system, but they are working with the payroll and human resource information system provider that has an electronic system that they have been reviewing demos for and plan to incorporate the cost for the system in their proposed budget for the up-coming year.

Commissioner Davis inquired if the employee performance evaluations have been considered to be used to determine ways that employees can be brought up to the cost of living standard, in consideration of the fact that raises and several promotions have been given based on employee merit.

Director Ward shared that she is aware that Manager Pate is working with Budget Administrator Robert Anathan to consider a cost of living increase in the near future. She stated that they are planning to attach a merit-based performance system with their evaluations once that City is in a better fiscal position.

Commissioner Taylor asked if evaluations are done yearly.

Director Ward stated that evaluations are usually completed on an employee's anniversary date. Initially, it is completed after their 90 days of probationary employment and then every year

thereafter. But if an employee changes positions, that new anniversary date becomes the marker for when they are evaluated.

Commissioner Taylor asked if Director Ward would be open to considering a mid-year evaluation, not to impose penalties, but like a progress report so you don't have to wait 12 months to tell an employee that they're doing poorly. He suggested that letting employees know mid-year would give them time to get to the department standard.

Director Ward explained that her department does ask department directors to share any performance concerns prior to an evaluation so that those concerns are addressed to enable employees to receive satisfactory evaluations.

Commissioner Taylor asked if it is something that can be implemented mid-year, as an example in June.

Director Ward confirmed it is something her department can consider.

Mayor Pigatt expressed that in light of the operational audit, he is glad to see the interest of the Commission in regards to this, because the evaluation of performance is completely tied to the efficient and optimal use of tax dollars and is the largest expense as a City. He requested a full report to the Commission on the performance system, detailing the system, evaluation scale, standards, dates and what can be done to improve it.

City Manager Pate stated that the next report will come from the Building & Licensing Department, and the next departments will be introduced by the Assistant City Manager. The Manager stated that he will send an email to the Commission, regarding the reason why the Assistant City Manager will be introducing the next departments moving forward.

Mayor Pigatt asked for an answer to the request for a report.

City Manager Pate asked the Mayor what timeline he would like to see.

Mayor Pigatt asked that the timeline be presented at the upcoming Commission meeting, to give the Manager time to talk to the H.R. Director and coordinate.

City Manager Pate confirmed that he will be able to provide a timeline by that time period without a problem.

Building & Licenses Department Director Esin Daniel Abia delivered the report for his department. The details of the report are included in the State of the City Departments Reports, which can be found attached to this document.

Commissioner Taylor asked Director Abia if he understood correctly that his department is overwhelmed.

Director Abia stated that they have a lot of work.

Commissioner Taylor asked if Mr. Abia is requesting help.

Director Abia said that he is.

Commissioner Taylor asked in what manner, and what that help would look like.

Director Abia stated that the Budget Director said it was not in the budget.

Mayor Pigatt asked what exactly does the department need, not to be overwhelmed.

Director Abia explained that they need an assistant. He shared that there are two intake officers receiving and issuing permits as well as licensing. He expressed that there should be another person assisting in the recording, scanning all the documents and placing them in the system. If the intake officers are doing all of it at the same time, there will be a long stretched line.

Commissioner Taylor asked if he needs a processor or a secretary.

Director Abia stated that an assistant or secretary or another payment clerk is needed. He shared that right now when one of them is sick, the other one is inundated because there is so much work, so they need one more.

Commissioner Taylor asked Manager Pate if that is something that can be provided for them.

Assistant City Manager George Ellis apologized for not being on video, but explained that he was out sick and is just stepping-in for Manager Pate. Mr. Ellis shared that the issue had been brought to his department's attention by Mr. Abia and it has been discussed several times. While Budget Administrator Robert Anathan did confirm it is not currently in the budget, it does not mean that it can't get processed and a way can't be found to assist Mr. Abia. It has not been finalized what that will look like because of budgetary restraints.

Commissioner Taylor asked if there is another department that can help assist, or if the Manager's Office can lend someone.

Assistant City Manager George Ellis shared that assistance has been provided to Mr. Abia's department on several occasions, and he will look into that. The people from the Finance Department of Utilities that have been utilized, are all working on other projects at the moment. He committed to providing a more concrete answer by the early part of next week, once he re-evaluates it.

Vice Mayor Williams referenced Mr. Gay's presentation of five commercial property developments and shared that she sees how they are connected to Building & Licensing. Specifically for the truck parking facility, she stated that the City needs another trucking company like it needs more dumping, noting that the city has many trucking companies and parking facilities. The Vice Mayor asked what the benefits are, considering that they are destroying the roads, with large trucks creating potholes everywhere, and why so many trucking companies and parking facilities for trucks are being approved.

Assistant Manager Ellis asked Mr. Abia to answer the Vice Mayor's question.

Director Abia stated that it is not a question for him, but for Zoning and Community Development because whatever they approve, all his department will do is make sure they build it in accordance with the building codes established by Florida, the County and the City. If Zoning approves for a business to be there, his department has no authority to stop them.

Assistant Manager Ellis asked Director Gay to address the question.

Director Gay added to Director Abia statement, explaining that how the city is zoned has to be taken into consideration, how it operates and what it particularly caters to. He noted that when you look at the zoning code itself, almost 50% of the City is zoned industrial, so industrial businesses are going to come to the city by the nature of how Opa-locka has evolved over the years. If the Commission wants different types of businesses to come to the City, they will have to change zoning or the land use. It is something that can be initiated by the City, but in most cases, zoning and land use changes are initiated by developers because they see an opportunity to do something a little bit different and the land value literally dictates what type of businesses will come to the City, and they make a request for a zoning change. All of that information is brought to the Commission as part of the process and once it is approved, the project is allowed to move forward and that's where Mr. Abia picks it up and takes it through the permitting process. Director Gay also noted that 25% of the City is the airport, so a good square mile is taken out of the equation of the 4.2 square miles that the City is. For the remaining 3.2 square miles, 40% of it is industrial, and is zoned and operated that way for over 57 years since he has been on this earth. Mr. Gay shared that he has always known Opa-locka to be a very heavily industrial and logistical community. The balance of it, has 25-30% residential and 10% commercial. He shared that if the Commission wants to see something different, they will have to give some kind of incentive or reduction in impact fees. He also pointed out that with industrial businesses being 40% of the City's zoning, it also means they are a great percentage of the tax base.

Vice Mayor Williams suggested that in the future the Commission can have a discussion about legislation to provide a special tax for roadway development. She stated that she does not believe that the trucking companies are getting the proper special tax for the roadways. She noted that if it was possible, the City would not have to pay so much for reconstructing roads that are constantly being demolished by the trucks.

Commissioner Taylor asked if there is a roadway tax for those trucking companies.

Vice Mayor Williams said that there is not.

Mayor Pigatt restated the question, which inquired whether there are special taxing districts for certain industrial areas, especially those that have high-capacity trucks going through, and if not, why not and whether or not that is being developed.

Director Abia said that while the question was best answered by Director of Planning & Community Development Gregory Gay, he explained that there are impact fees.

Assistant Manager Ellis asked Director Gay to answer the question.

Director Gregory Gay clarified that the impact fees that Director Abia talked about, are only charged for new developments, and the only portion of it that continues to come in is the ad valorem tax. The City would have to look at some other alternative through a special tax as the Vice Mayor suggested, that would be coming in on an annual basis.

Public Works Director Airia Austin suggested that in the future development of roadways, which could be rolled out with the drainage improvement projects, roadways can be developed for the purpose that it will be used, especially in industrial areas where roads should be built to the standards for heavy trucking or equipment usage. That can be prorated for all of the businesses that use that roadway to fund roadway development. That could be going forward as needed, for re-pavement of the roadway when necessary as well as the buildup for the initial use.

Director Abia stated that would require approval from the Commission.

Vice Mayor Williams asked Director Austin if that would be a future grant or tax.

Director Austin clarified that it would be a special assessment to the businesses that use the roadway brought before the Commission for approval before proceeding.

Commissioner Taylor asked if the tax would impact only future businesses, or if it would impact the businesses already in the City.

Director Austin explained that it would address where new roadways need to be built or the re-development of a roadway to meet the usage of that area, and would impact current and future businesses.

Mayor Pigatt stated that special taxing districts are something that takes quite a bit of development to put in place, including assessments to determine what the cost would be, and outreach to local property owners with notification. He said that his understanding is that the storm water management plan and City-wide assessment is one of the steps in that process.

Director Austin and Director Gay both confirmed that Mayor Pigatt is correct.

Mayor Pigatt stated that this is something that has been part of the conversation for many years, however he believes that the Commission needs to stay on top of staff and the City Manager so that it is put forth. He asserted that once the Commission gets the City-wide assessment, it will be something they will need to vote upon in order to make sure it gets done.

Mayor Pigatt recalled Director Abia mentioning some awards, but he does not see it in the report in front of the Commission, and asked that all of the accolades mentioned in his report be put in writing so that it can be a part of the State of the City addressed to the public.

Director Abia said he will.

Mayor Pigatt also inquired about the SunGard System and asked whether it is the electronic permitting system that has been attempted to be put in place.

Director Abia said it is and that his department has an electronic permitting system. He explained that disks are being submitted for major projects, but for mom and pop applications that are trying to build things like a fence or driveway, what they provide has to be scanned into the system, and they don't have enough manpower and still deliver the results in a timely manner.

Mayor Pigatt stated he didn't quite understand, and asked if there is a system where people can go online to submit requests for permitting information.

Director Abia stated that his department has not developed up to that point yet.

Mayor Pigatt asked if the Building & Licenses Department is in the process of having that system available, and asked when it will be complete.

Building & Licenses Director Abia asked the IT Department to provide the answer because he does not control that.

Assistant Manager Ellis stated that the IT Department is going to do the next presentation, and asked if the Mayor would like to move on to their presentation.

Mayor Pigatt said he did not want to move on yet. He acknowledged having heard a concern about being overwhelmed and also stated he knows the filing system in the Building Department definitely needs improvement and he is looking forward to seeing how that can be taken care of. He said he noticed that the Minimum Housing Inspector was missing from the Building & License Department report. The City has had very challenging issues with the living conditions of the residents. The Commission advocated to include a Minimum Housing Standard Officer in the budget and he believes that person was hired last year, but he does not see a report on what they've done and the targeted areas. He explained that this is very near and dear to the hearts of many on

the dais because they've all been getting quite a few calls and emails in regards to the conditions in various apartment complexes and he would like to know what the City is doing to enforce the Minimum Housing Standards. He inquired where the report is on the Minimum Housing Standards in the City of Opa-locka.

Director Abia stated that based on the fact that the gentleman works part-time, while he did bring a report in, he explained that he didn't have the opportunity to read the report and could not provide a report to the Mayor that he had not approved.

Mayor Pigatt asked if it was possible to get the written report, and when it would be able to be provided.

Director Abia stated that he will go over it with the Minimum Housing Standards Officer on Monday when he is in the office, and then he will make adjustments and submit it.

Commissioner Davis asked when the fee schedule for the Building & Licensing Department was last updated.

Director Abia stated that what they have is Ordinance 15-13 which was in 2013.

Commissioner Davis inquired about whether or not it is time to update the fee schedule.

Director Abia said that it can be added to, but explained that it looks comparable to other municipalities.

Commissioner Davis asked what the problem was with the proposed fee schedule in 2013.

Director Abia explained that it is being used, so it was approved.

Commissioner Davis asked the Mayor for a report of the fee schedule in its entirety.

Mayor Pigatt asked Assistant Manager Ellis for an update on when the Commission will be able to receive the report Commissioner Davis requested.

Assistant Manager Ellis stated that his office will work on the report on Monday, to have an update for the Commission on Wednesday.

The Information Technology Department Director Nelson Rodriguez delivered the report for his department. The details of the report are included in the State of the City Departments Reports, which can be found attached to this document.

Upon the conclusion of his report, Director Rodriguez addressed the question that arose during the report from the Building & Licenses Department about the permit application being online. He clarified that it is not and elaborated on the issue, stating that when a financial system is selected,

a community system will be chosen which will communicate with the software for every department. This will allow payments processed for a permit, to flow right into the financial system, so that there is no break in communication. Mr. Rodriguez said he would hate to purchase something that would require going back to make some kind of special authorization to make it work, and wants something that works from the beginning. He anticipates the permit application will not be online until the software is updated in fiscal year 2022. The project will be spearheaded by IT, involving every single department in the selection and implementation process. He explained that IT is in charge of automating the permit fee calculations for the Building Department, and while there is a system for it, he shared that it does not have a public-facing portal. He is coding the fees for permits into the system, to eliminate any human error in the calculation of fees, so the clerk can enter the categories that permitting fees are based on and the system will provide the fee, so that it is consistent.

Vice Mayor Williams thanked Director Rodriguez for bringing the City up to digital code from the digital divide and recognized his audacious goals for the City. She expressed that she would love to see a one-stop-shop portal for everything, but acknowledged that she knows it is a lot and hopes it will be included with future goals.

Director Rodriguez stated that a lot of that will be accomplished with the app, which will be a mobile one-stop-shop. The idea is to incorporate that on the website, including an employee's access for the project that Ms. Ward is working on for the Human Resources Department. He asserted that they are making pretty giant leaps right now and that next year will allow everyone to see what's being done.

Vice Mayor Williams stated that she thinks that every department should do one thing great than a lot of things good, and so far everything she has seen has been pretty great.

Commissioner Taylor asked if the call center is live.

Director Rodriguez explained that the call center idea came up right after COVID began, when the City had citizens to serve but half of the employees home and slow responses. The Commission said it would be nice to have a call center, with one number to call, to get a live person even on the weekend. The SeeClickFix app, as a work order app, is half of what is needed because it will be able to take the calls and put them in one central location. The other part is the phone system, where people can be on call even over the weekend to take the calls. Once the application is implemented, a live human will be answering calls 24/7, weekends and nights.

Commissioner Taylor asked if that person will serve as a dispatch operator so they can transfer the call to the necessary department.

Director Rodriguez stated that while some categories will require immediate assistance like a burst pipe, others will be a little more routine. He encouraged the Commission to picture something like Miami-Dade's 3-1-1, on an Opa-locka scale.

Commissioner Taylor asked if the person on the receiving end of the call, will be able to point the citizen in the right direction.

Director Rodriguez explained that the idea is not to point them in any direction, but rather to take care of the situation for them. The application is important to the process, because once they call in and a ticket is created, they will get text messages and email alerts throughout the process until it's resolved.

Commissioner Taylor asked when it is expected for it to go live.

Director Rodriguez stated that as soon as they implement the work order management system. He estimated no more than 90 days, and probably sooner.

Commissioner Taylor asked if the number will be simple like 3-1-1.

Director Rodriguez explained that it will be a 10-digit number. 3-1-1 for Opa-locka is Miami-Dade County and can't be superseded.

Commissioner Taylor clarified that he wasn't asking specifically about using 3-1-1, but if there was a way for the City to get its own.

Director Rodriguez stated that they are trying to find a simplified number; something simple that can be easily remembered and can be given out to all of the residents.

Commissioner Davis stated that in consideration of the crucial phase re-imagining parks and public spaces, moving through several capital projects, as it relates to the upgrades of the public spaces, he inquired if the Wi-Fi will be accessible to residents, or if it will only be limited to staff.

Director Rodriguez shared that it is public Wi-Fi. He clarified that he is not speaking about employee Wi-Fi, and that the focus is the outdoor spaces.

Commissioner Davis asked if the Wi-Fi that will be available in public spaces will be available from residents' homes, or if they would have to go to the park to utilize it.

Director Rodriguez stated that if the Commission wants to do municipal Wi-Fi, it would be a much bigger project. This is literally at the City's public spaces.

Commissioner Davis asked if citizens will be able to set up profiles on the app and website.

Director Rodriguez answered with an affirmative yes.

Commissioner Davis asked if a resident has a license application, if they can see it pending when they login to their profile.

Director Rodriguez confirmed that is correct, but explained that a profile will not be required to submit anything, but will be available if they want to. He added that it is highly encouraged because it will allow residents to see all their former requests, but is not required because the City does not want to limit anyone.

Mayor Pigatt expressed that he would personally love to see that beautification and illegal dumping be a priority category in the SeeClickFix app, as the categories are being narrowed down. He stated that he really believes that if people see trash out in the City, they should be able to take a picture and have it immediately reported.

Director Rodriguez acknowledged saying absolutely.

Mayor Pigatt stated that many municipalities have had growth in the Neighborhoods app, and he wanted to know with limited participation in the City of Opa-locka, if that is something that can be incorporated into the IT infrastructure alongside SeeClickFix.

Director Rodriguez explained that there are two apps, Neighborhoods and Neighbors. One is run by Ring the doorbell company and the other is an independent software. After having spoken with both companies, Director Rodriguez stated that for both apps, there can be limited roles from the municipality. He shared the functionality of both apps, and explained that some municipalities monitor what is happening in the apps to be able to respond, and that residents are able to send video from their doorbell to police as well, but that the participation from the municipalities is limited.

Public Works Department Director Airia Austin delivered the report for his department. The details of the report are included in the State of the City Departments Reports, which can be found attached to this document.

Commissioner Taylor recalled that there was an issue with the parks lighting, and inquired if that project was ever completed.

Director Austin stated that the project is on-going and explained that the vendor is in the process of procuring the lights necessary to install at the facility.

Commissioner Taylor asked if milling and resurfacing will be completed or start in February.

Director Austin clarified that it will be completed by February. He explained that the Commissioners should have a map with all the areas and streets that will be milled and resurfaced in the fiscal year 2020.

Mayor Pigatt shared that the Public Works Department is very near and dear to his heart because it affects so much in terms of residential and business life. He is happy to see the graphs and pictures that can clearly detail to residents what has been done in terms of streets getting re-milled and what is planned. He would love to ensure that when these projects are going, that the Commission continues to be notified because those are some of the best projects for residents to get excited about. He asked for more videos and pictures to be shared on social media, so that people know the City is making significant progress, especially when it comes to the re-milling of roads, and also the sidewalk construction which people have been asking for over decades in many neighborhoods. The Mayor expressed excitement seeing these projects moving forward and thanked Public Works Director Aira Austin for moving the projects forward and providing the visuals. He noted that the only visual he is missing is of the pump stations. He recalled a map many years ago that showed many of the pump stations under moratorium, and now with only having one, the Mayor expressed that he believes it is a very good visual to show, and also see how that pump station being under moratorium affects the business area, and asked if there was a possibility to get a graph that shows that impact.

Public Works Director Aira Austin stated that his department will work on that.

Vice Mayor Williams joined Mayor Pigatt in expressing that the City needs to show the good work that is being done, and asked Assistant City Manager George Ellis if it would be possible to get the pictures on the website. She stated that residents may not understand the graphs, though she acknowledged that they are self-explanatory.

Assistant Manager Ellis confirmed that it can be done, and that it just has to be coordinated with the IT Department.

Vice Mayor Williams said she did not know who had the pictures, but that she assumed that it was someone in Director Austin's department.

Director Austin shared that they have the pictures in CIP and they will provide them to the IT staff for publishing.

Financial Consultant Gerri Lazzarre delivered the report for her department. The details of the report are included in the State of the City Departments Reports, which can be found attached to this document.

Commissioner Davis asked Finance Department Director Gerri Lazzarre to elaborate on financial management, and the major challenge of cash flow and liquidity.

Ms. Lazzarre stated that in the 2015 and 2016 audit, the City's general fund had less than \$1 million. Now, the City is at the point where there is \$9-10 million in the bank. While she didn't have an actual analysis of the account to provide, she asserted that the City is in a better state than it was

4-5 years ago from a cash flow perspective. With respect to financial management banking activity, there was no reconciliation being prepared in the past, and if they were prepared, they could not be identified in 2014, 2015 or 2016, but her department did start to do them in fiscal year 2017 which is when the audits started to get much better. She explained that she did not have a detailed analysis on liquidity, but can put a comparison analysis together on liquidity for fiscal years 2016, 2017 and 2018, but would not want to do it for years where audits have not been performed.

Commissioner Davis requested the cash flow reports just to get a general idea of how liquid the City is. He stated that he knows from the audited financials that the City has a strong balance sheet and a strong financial position, and that in the long term he doesn't believe they will have any challenges, but wants to make sure that the City remains liquid with the ability to pay the bills on time. Additionally, he requested on behalf of the Commission a thank you letter to Miami-Dade County for the \$3.5 million in COVID-19 funding that the City received, which was a big achievement for the City and its residents. He said he wasn't sure if his colleagues agreed, but said he would like to get consensus on it and get the ball rolling on it.

Ms. Lazarre said she can work to draft a letter through the City Manager's Office for them to submit to Miami-Dade County or wherever else the Commission wishes to have it sent.

Mayor Pigatt thanked Commissioner Davis for requesting that, and acknowledged that all Commissioners were shaking their head in approval in support. He stated that in preparation for the State of the City, he wants to get more of an understanding of the enterprise resource planning software and what it looks like for the City. Another goal the Mayor thinks the Commission needs to impress on the City Manager and Finance Department is utility billing, with a focus on the past due water billing accounts. He did not see in the reports the amount of outstanding funds and the ability to assess the outstanding bills and give proper collections to residents and businesses. He advised that it will be something he will be focused on going forward. He stated that in talks about strategic planning for the Commission, a series of workshops will be put together over the next few months to tackle these issues head-on and start finding out what the Commission can do to move this forward. He acknowledged that he understood the City is dealing with audits at the moment, but asked Finance Department Consultant Gerri Lazarre when quarterly financial reports will resume, in line with what Commissioner Davis was requesting.

Ms. Lazarre stated that she has allocated one of the consultants to work on fiscal year 2021 transactions, reconciling October, November and December which is considered the first quarter of that fiscal year. Her goal is to be able to submit to the Commission and the state, a first quarter report of the activities of the City. With her team being pulled in many different directions including aiding workshops, completing audits, closing out budgets day-to-day, she acknowledged they are not at the point where they can do monthly reports just yet. She asked the Commission to keep in mind that because the City is under financial oversight, one of the major issues is the

manual process used to review expenditures including accounts payable and vendor payments. She explained the process whereby when an invoice comes in, there is a requisition, followed by a manual process where the state has to review it due to financial oversight, then goes to committee, then goes to the state to approve whether it is being spent within budget, then an approval list is sent to the City, and then that approval list gives authority to the City Manager's Office to give a purchase order, which is when it gets posted to SunGuard. This means that the City could have hundreds of thousands of dollars in vendor payments that are due which will not post as expenses on Sun Guard until that approval is received, which can be a process of 2 weeks to 1 month or more. Therefore, even if monthly reports are presented, it will not always be reflective of all of the activity, and she will try to get those reports, but they will not always be in real-time.

Mayor Pigatt acknowledged the hour was getting late, and that he is not a fan of Friday meetings and asked that the Commission try to wrap the meeting up. He reminded the commission the point of the Commission discussion on the agenda is to make sure that whatever they heard today and whatever they know of that has been done in the community, is relayed to the Mayor as the things the City wants to highlight. The final reports are being done today so that they can be given over to the PR person to prepare for the virtual event, and start the production process which entails taking the information and pictures and putting them into graphics and slides, then detailing the speech, and getting it presented and recorded. Getting that information in today would help the PR person with the schedule, and he encouraged the Commissioners to be ready for that discussion.

Budget Administrator Robert Anathan joked about having 2 hours of stuff to cover, but promised Mayor Pigatt that he would present his report very quickly as he takes all of the activity that the Commission has heard over the course of the meeting and rationalizes it to make sure that the City continues to move in the right direction on their bottom line. He proceeded to deliver his report. The details of the report are included in the State of the City Departments Reports, which can be found attached to this document.

Mayor Pigatt thanked Mr. Anathan and explained that the sheets in the reports that are red include answers to questions that the Mayor asked for more detail on, including a very thorough and simplified understanding.

City Manager Pate confirmed that Administrator Anathan's report was the final report from the City Manager's Office. Manager Pate also informed Mayor Pigatt that he submitted a one page memo from the City Clerk.

Mayor Pigatt confirmed that he got the memo.

City Attorney Burnadette Norris-Weeks stated that her office also submitted their accomplishments, and offered to read off a couple of the highlights.

Mayor Pigatt stated that the Commission does not have the report and asked City Attorney Burnadette Norris-Weeks to share the highlights.

Manager Pate stated that his office can supply the report.

Attorney Norris-Weeks shared highlights from her office's reports.

b) COMMISSION DISCUSSION

Mayor Pigatt asked if there were any points or initiatives that the Commission wanted to highlight. He stated that it was important that the Commission highlight people in the community including business owners, and those people that each Commissioner has interacted with who have amazing things going on in Opa-locka. The Mayor invited the Commissioners to share that or submit it to Legislative Aide Randy Grice in the Clerk's Office, so that the City can share it.

Vice Mayor Williams acknowledged that it was late. She shared that she made notes to give an overall assessment of what she heard about the work that should continue, which she hopes is being highlighted. The Vice Mayor asserted that at the forefront of everything is infrastructure, not just community roads, milling and resurfacing projects, but also the digital infrastructure. She encouraged that it continue to be increased, so that the City can show that it is a major player as a municipality. She stated that she knows policing is crucial, and heard positive things that she hopes can be highlighted. She said she would like to see a positive focused vision from the Parks & Recreation Department, even if they don't have specifics, but she sees that goals are there. The Vice Mayor shared that she has been talking with the City Manager's Office about strategies to engage citizens. She stated that she would like to continue working with the office of PR Consultant Jessica Modkins, to continue building ways to engage the citizens of Opa-locka. She expressed that citizens have been un-engaged for far too long, and the Commission can't just set them aside and must find ways to engage them. The Vice Mayor asserted that it is the Commission's job and goal to make sure that citizens understand the way government works, which is the only way that a bench can be built so that when the current Commission is gone, someone in the community understands how government works. She shared her interest in continuing to attract new and diverse businesses, and ensuring that the businesses in the City are meeting standards and codes, and that code enforcement or zoning need to make sure that is happening. With the importance of the CRA as a board, the Vice Mayor made it clear that businesses are the driving force for municipalities. The Vice Mayor expressed she loves the restoration of City Hall, and can only imagine the tears that will come out of the eyes of any resident that has been in the City for 10 years or more, when they see Old City Hall restored. She stated that she says that for everyone on the Commission, because they are throwback Opa-locka residents. The Vice Mayor concluded by stating that she would like to continue to work with all of the departments and hopes that together, they can make it happen.

Mayor Pigatt said that Vice Mayor William's comments were on-point and thanked her for sharing those thoughts. He assured her that he will include them as he prepares for the State of the City Address.

Commissioner Davis recalled that in September of last year he spearheaded a law and garnered majority support from the Commission to repeal a law that disproportionately affected young African American, black and brown men and women. He would like to see that highlighted, to let the residents know the Commission is committed to providing fairer and more equitable policies. Additionally, the Commissioner would like to point out the \$3.6 million COVID-19 funding from Miami-Dade County, which significantly helped the City during these difficult times. Additionally, the spearheading of the first parks forum should be shared with residents, so that they know that the parks are being re-imagined and that several capital projects are coming online, providing much needed resources to the community.

Commissioner Taylor stated that the other Commissioners already touched on all of the notes he had written down, but suggested that the re-development of Ingram Park should be highlighted.

Commissioner Davis recalled the Commission's trip to Tallahassee in reference to the funds being withheld for the past few audits, and expressed that it would be a valuable point to highlight which the Mayor can speak to, having been intimately involved with the project.

Mayor Pigatt thanked his colleagues for offering such great feedback and engagement, and stated that he will take it into consideration, taking the information from the reports and comments as part of his preparation for Monday meetings with the City Manager, City departments and all those who will be involved with the State of the City. As the document is finalized, the Mayor committed to providing as many updates as he can with the upcoming workshops and Commission meeting. The Mayor stated that the State of the City report gave the Commission a good landscape of what is going on in the City of Opa-locka in each department, including the goals and challenges, to help the Commission become more informed. One of the visions that the Mayor wants to make sure the Commission has, is being one of the most informed Commissions, because that layer of information provides the tools to figure out how to move the City forward. The Mayor said he asks for reports and makes sure they are provided to everyone, so that the Commission can be more poignant in what they want to see changed, because those sitting on the dais are the most powerful force for changing the landscape of the City. He recalled that in his speech when he was elected, Commissioner Taylor acknowledged that with a unified front, change can happen and being change agents continues to be pushed by Vice Mayor Williams. As the State of the City is completed, the Mayor recognized that the operational audit is one of the best documents to detail the challenges the City faces, and he asserted that with those two documents, the Commission has what it needs in order to create a strategic plan for the things the Commission wants to accomplish together. The Mayor shared his excitement for the direction of the Commission and what they are doing, including the level of engagement that they are having. He concluded by thanking the

Commission for serving, thanking the staff for joining the Commission on a Friday evening to put in the work to provide the information in their reports in addition to the work they have done over this year despite the pandemic and the challenges that all are facing in each person's personal and professional life which is being dealt with as the work for the people of the City of Opa-locka gets done.

7. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Davis, seconded by Vice Mayor Williams to adjourn the meeting at 8:57 p.m.

Matthew A. Pigatt
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

STATE OF THE CITY DEPARTMENT REPORTS

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City Manager

The City has made excellent progress in restoring its fiscal integrity and credibility as a viable and responsible City. With the support and assistance of the Mayor and City Commission it is my goal to meet all of the requirements that will allow the City of Opa-locka to exit from State oversight.

Accomplishments

It gives me great honor to inform you that the City of Opa-locka completed and submitted an effective and realistic Five-Year Financial Recovery Plan with the assistance of staff.

The tax base grew by 30.1% (reduced to 29.2% after a year of Value Adjustment Board activity) primarily due to a major Amazon investment in the City, providing an additional and ingoing \$2.4 Million Dollars of property tax revenue to address important City needs.

To bring community awareness as to the dangers of COVID-19 and the precautionary efforts to be taken to lessen the risk of the infection, the City of Opa-locka has a walk-up testing site in the City which served approximately 20,000 people thus far. We have also distributed approximately 35,000 face masks to residents and employees. We have installed temperature readers at several City facilities and well as hand sanitizing stations.

With the assistance of the Finance Department, the City was able to complete the FY18 audit.

City National Bank hold the 2015 note associated with financing the Municipal Complex. The Bank held funds in the amount of \$5.2 Million Dollars. In a vote of confidence, the bank released the surplus with half going to the City and half going towards the prepaid notes, resulting in the balloon payment for the notes due in 2026.

In another vote of confidence, the County's Citizens Independent Transportation Trust (CITT), approved FY 15-17 audits and released \$901,000 of funds previously withheld, which allowed for a major investment in resurfacing the City's roadways.

In August of 2019 I approved an Organizational Development (OD) improvement plan for the police department which was needed in order to move the agency forward with 21st Century policing.

While the search for a new Police Chief is still underway, under my leadership I have hired a new Major as well as two new Lieutenants to assist me with the day-to-day operations of the departments.

I recently hired a new Parks & Recreation Director and Assistant Director who will focus on re-organizing and re-branding the department.

The City hired a Public Relations Firm to ensure an accurate and positive image of the City is presented.

With the assistance of the City Commission, the City secured \$2.1 Million Dollars from the CARES Act. The City implemented a program where 5,617 grocery store gift cards were distributed to Opa-locka residents. In addition, a Housing Assistance program was implemented to assist Opa-locka residents with paying their rent/mortgage.

2021 Goals

- The City will invest Millions of Dollars in infrastructure improvements, including completing remaining sewer main relining, resurfacing roadways, installing new sidewalks, and renovation of Ingram Park.
- Implement the valuation of all City assets.
- Increased emphasis on community policing and police community outreach.
- Achievement of further reduction of criminal activity.
- Major emphasis on seeking grant opportunities.

Parks & Recreation Department

- Parks and Recreation donated \$3,500.00 worth of toys to The Opa-locka Booster Club for their annual Toy Drive.
- On December 8th and December 15th, Parks and Recreation Staff in conjunction with Feeding South Florida and the City of Opa-locka as a whole assisted with Food distribution from 9am to 11am at Sherbondy Park. Over 500 families received food.
- Food bundles were delivered to Arch Bishop, Town Center Senior Complexes, and the Senior's on the Move participants.
- Parks and Recreation staff assisted with Gift card distribution to all approved applicants on various dates, December 9th – December 18th. Park Staff will continue to assist until program is completed on December 23rd. Gift cards are distributed from 1pm to 5pm at Sherbondy Park. Over 1000 cards have been given out to assist Opa-locka families.
- All Facilities are closed until further notice.
- Construction of outdoor bathroom roof at Ingram Park has begun.
- Parks and Recreation Management is in the process of developing a Parks and Recreation logo along with a Parks and Recreation department policy and procedure manual.
- Parks and Recreation Management is working on the layout of the Social Media platform, this will help Parks and Recreation to communicate effectively with residents and highlight Parks and Recreation programs and activities.
- Parks and Recreation Management continues to work on the re-organization and re-branding of the department.

Upcoming Events

- MLK Jr. Walk
- Virtual Recreation Programs

Maintenance Report

- Pool pump at Sherbony Park will need to be replaced.
- Sherbondy Park field Sprinkler heads has been replaced

Current Needs/Challenges:

- Part Time Recreation Staff
- Part Time Maintenance Staff
- Changing perception of Opa-locka Parks
- Community involvement

Short Term Goals

- Cleaning and beautification of Parks (Inside and Outside)

- Establish Parks and Recreation policy and procedure manual
- Inventory each Park and department supplies
- Establish Community Relations
- Identify Funding Opportunities
- Open Parks to the Community
- Recreation software (Civic Rec)
- Launch social Media pages
- Campaign Parks the new logo

Long Term Goals

- Develop Park Master Plan
- Develop a Strategic and Emergency Plan
- Develop Department Policy and Procedure
- Develop a Recreation Program Plan

Parks and Recreation Additional Information:

- Approximately over 500 people attended the Annual Toy Drive
- Approximately over 400 hundred people attended the Food Distribution for the Month of December
- The City has 4 food Distributions each month which are held on every Tuesday.
- Over 40 pallets of food was distributed for the month of December
- Approximately over 25 Seniors are distributed food each Tuesday for the Month of December **(Please see attached Senior's distribution list)**
- 16 people assisted in the food Distribution (4 from Parks and Recreation)
- Developing the scope of work needed to reach out to various Consultants to begin the RFQ process for the Park Master Plan.

Community Development / CRA

There are four new residential properties:

- Infill Housing is being built on Miami-Dade County properties in Magnolia North. Two Twin Homes are under construction on the corner of Duval and Washington with more residential development to come over the next 2 years.
- Two new homes were built at 931 and 951 Superior Street, the site of the former Historic King Trunk Factory and Showroom.

There are five commercial/industrial developments that were approved by the City of Opa-locka and ground breaking are expected to occur this year:

- 7-11/U-Gas on NW 135th Street and the Connector
- Opa-locka Gateway Retail Shoppes on NW 27th Avenue and Opa-locka Boulevard
- CenterPoint Truck Parking Facility on NW 121 Street and 35 Avenue
- Opa-locka Fleet Truck Parking Facility on NW 128 Street and 45 Avenue
- Opa-locka Travel Center on NW 135th Street and Sesame Street

The City of Opa-locka's New Comp Plan and New Zoning Code was adopted in September and October 2015. This zoning document is being codified by Municode and will be completed within the next six to nine months. This is a \$30,000 investment.

- The staff has been working on amend the signage code for future consideration and application. This is to be approved for implementation in January 2021.
- The Staff has also amended the street peddlers and mobile vendor application and review process. This is to be approved for implementation in March 2021.
- The Staff is in the process of developing a stand-alone zoning district for Downtown/TownCenter of Opa-locka and creating a Tech District in the North Industrial area of the City of Opa-locka. This is to be approved for implementation in Summer 2021.

Since the adoption of the 2015 Land Development Regulation/Zoning Code, the PCD staff has guided several development projects in the City of Opa-locka through the follow processes:

• New Proposed Projects	15
• Site Plans Approved/Permitting	10
• Development Agreements	7
• Land Use Change	1
• Rezoning	1
• Alley ROW Vacation	3
• Special Exception Rev	7
• Projects Under Construction	8

New Businesses in the City of Opa-locka – As the crossroad of North Central Miami-Dade County, Opa-locka seek to become a destination for logistics, manufacturing, good and services while maintaining its historical significance. With the new Amazon Distribution Center at Opa-locka Executive Airport, it is anticipated that several new businesses are or will be relocating to Opa-locka and surrounding community. So far, over 1900 new businesses have been licensed in the City of Opa-locka since 2015, however additional analysis is needed to determine how many are of these are actual new business operations versus change of ownership. Some noted new business are rehab **Marathon Gas Station 7/11 Convenience Store at 13400 NW 27th Avenue, Hi Wings Restaurant at 13300 NW 27th Avenue.**

The Opa-locka Community Redevelopment Agency [OCRA] enters its 9th year of existence. OCRA governs an area which is 514 acres, which is 18% of the City. There are 1105 properties in the CRA district, of which 229 properties have some type of exemption. OCRA Finding of Necessity [FON] was approved by Miami-Dade County Board of County Commissioners on December 4, 2012 and the OCRA Plan was also approved by the same on October 1st 2013. Downtown Concept Plan was initiated in May/June 2014 and presented in June/July 2015. The OCRA has received \$619,000 in TIF funds from Miami-Dade County while investing \$850,000 in TIF allocation through City of Opa-locka services provided on behalf of the OCRA. OCRA Projects include:

- **Downtown/TownCenter Master Plan** - expand and redefine development opportunities recommended from the 2015 Downtown Concept Plan. An Opa-locka 2020 Master Plan for the Downtown area is being developed to expand on what the Downtown Concept Plan initiated. The downtown area needs to have its own zoning designation to promote mixed use development, greater residential density and establish Opa-locka as a destination. This is \$130,000 investment to be completed by August 2021.
- **Commercial Facade Improvement** - To demonstrate that the OCRA is active and doing work in the community, a commercial facade improvement program can be establish using TIFF for qualified property owners and businesses in the OCRA Area. The amount available will be limited. This is a \$120,000 investment with 5-7 properties to be improved. Phase 2 is under consideration for implementation.
- **Historic City Hall Restoration** - To demonstrate that the OCRA is active and doing work in the community, the OCRA Board has committed to assist in funding the completion of the restoration of Historic City Hall at a cost of \$175,000 to supplement the \$525,000 being funded by the City of Opa-locka for a total of \$700,000 to complete the restoration of the most significant structure in the City of Opa-locka and the CRA Area. The amount of the commitment will increase due to an assessment of the structure present condition and work to be done to make Historic City Hall functional.
- **Parks and Recreation** – The Parks in Opa-locka are in need of upgrade, including new amenities for Sherbondy Park and Sherbondy Village Community Center, Ingram Park needs new facilities and water sport amenities, and the completion of the Historic City Hall as a Cultural Center and focal point for the City. A Parks Improvement Master Plan is needed. The OCRA is considering to fund a portion of the Parks Improvement Master for the parks within the OCRA area.

- **Memorandum of Understanding for the Opa-locka CRA** – The City of Opa-locka was reviewed by the State of Florida Auditor General’s Office and it was determined that there were 99 findings where the City was not in compliance. 15 of the 99 findings were based on the creation and operation of the Opa-locka CRA. While some findings reference documentation and filing irregularities, the OCRA was approved by the Board of County Commissioners of Miami-Dade County on December 4, 2012. One of the main recommendations to address these findings and determine the relation and interaction between the City of Opa-locka and the Opa-locka CRA was to formulate a Memorandum of Understanding [MOU]. The initial MOU was adopted by the OCRA BOD in February 2020. An annual review to amend the MOU is to be considered in January of each year.

Challenges for 2021

With interest in development in Opa-locka on the rise, we are in a good and bad situation. The City needs development to stabilize the tax base, but the infrastructure issues make development opportunities in Opa-locka an economic challenge for investors and the development community.

Reactivation of the Historic and Environmental Preservation [HEP] Board. This board has been defunct for several years and Miami-Dade County passed legislation to assume responsibility and act on behalf of defunct boards regarding historic preservation. The Opa-locka HEP Board will be up and running in January 2021.

The OCRA FON and Redevelopment Plan still needs to be updated to address existing improvements and potential development opportunities. Future expansion of the OCRA boundaries should be a long term project to include all of NW 22 Avenue down to NW 135th Street, the south end of SR-9/NW 27th Avenue to NW 135th Street, and the Opa-locka Flea Market Site.

Goals for 2021

Focus areas within CRA - **Magnolia North Area, Magnolia Garden Waterfront Area, Cuyahoga Site, Downtown/TownCenter, Barracks Residential Area, Opa-locka Tech/Industrial and Opa-locka Airport Industrial areas.**

Housing and Mixed Use Development – New residential projects are being proposed in the Downtown Opa-locka, Barracks, Cuyahoga Site, Magnolia North and Segal Park. Infill Housing opportunities for homeownership are proposed for the Magnolia North, Magnolia Gardens, Superior Gardens, and areas surrounding Downtown Opa-locka. Per the 2015 LDR/ZC, density in the City of Opa-locka could increase over the next 5-7 years with over 5000 units of redevelopment and 100,000SF of commercial/retail space.

Industrial Development – New industrial and commercial development has been spurred due to the new Amazon Distribution Center coming online in November 2018. More demand for trucking facilities, logistic centers and Class A warehouse development is beginning to have an impact on

industrial development and may displace some of the junkyards and scrap metal operations. Warehouse properties have increased approximately 15-20%

Re-evaluate impact fees and create tax Incentives to be incorporated in the OCRA - Consider short reduction for long term gains, i.e., percentage reduction in impact fees/permit fees, parking requirement reduction, CDBG funds for gap/loan financing, access to Brownfield mitigation funds. Project Site Pro Formas are needed to forecast long term ad valorem tax revenues for potential development opportunities.

Community Development / CRA Additional Information:

- Provide pictures and testimony from developer (construction on the corner of Duval and Washington)
- A Miami-Dade County Infill Housing Project being developed by Palmetto Homes. Two twin homes [4-units] are under construction. Estimated completion date Spring/Summer 2021. Four more twin homes [8-units] are planned to be built in 2021-2022 and a proposed 36 unit mixed use building to be built in 2022.
- A Miami-Dade County Infill Housing Project being developed by Cazo Construction. Proposed 5 twin homes [10-units] are planned to be built in 2021-2022 and a proposed 42 unit elderly/mixed use apartment building to be built in 2022.
- Provide more information for the six commercial/industrial developments
- GPT Retail/Warehouse Development 500,000SF 4 structures construction commence Summer 2021
- CenterPoint Trucking Parking and Storage. 10 acres site with 5000sf office on NW 121 Street and 35 Avenue Under construction See link <https://we.tl/t-8UMinMe3pR>
- 7-11/U-Gas on NW 135th Street and the LeJeune/Douglas Connector. Under construction.
- Opa-locka Gateway Retail Shoppes/Murphy Gas Station on NW 27th Avenue and Opa-locka Boulevard. Construction to begin Spring 2021
- Opa-locka Fleet Truck Parking Facility on NW 128 Street and 45 Avenue. Under Construction
- Opa-locka Travel Center on NW 135th Street and Sesame Street-recently completed its permitting with M-D County, construction to begin Spring/Summer 2021
- How long does it take for the codification of the new Comp Plan and Zoning Code.
- Codification of the Land Development Regulation is in process Estimated date of completion Summer 2021
- Provide more information on the developing of a stand-alone zoning district for Downtown/TownCenter of Opa-locka and creating a Tech District in the North Industrial area
- The Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network.
- The zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations.
- The intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain. The intent of the city in adopting the Historic Downtown Opa-locka District Ordinance is to:
 - (1) Define the boundaries of the historic downtown district;
 - (2) Expand the economic base of the city, by providing additional employment opportunities and additional revenues to the city and the region by making the area of the district more attractive in ways that can increase commerce and tourism which will assist in the development of specific plans that will allow for large scale social events and activities within the district to consider the city when choosing their sites;

- (3) Provide the basis for the continued and expanded support for initiatives that will cause the district to be considered as a destination for large scale events and activities in conformance with the goals and objectives of other city policies;
- (4) Enhance the area encompassed by the district through programs that will attract workers, residents and visitors to active public spaces and gathering places and create a pedestrian friendly environment;
- (5) Develop programs to further enhance the pedestrian environment through the establishment of unique streetscape design guidelines providing additional signage opportunities

- **WHAT IS THE TAQNIA INNOVATION [TECH] DISTRICT?**

The Taqnia Innovation District (The parameters will be between 22nd avenue to the east, 27th avenue to the west, 151st street to the north and Ali Baba Avenue to the south) is a collaborative land-use planning initiative aimed at the redevelopment of the Opa-Locka Commerce Area (OCA). The City of Opa-Locka is working to update zoning regulations that govern the preservation, rehabilitation and development that occurs in the Opa-Locka Commerce Area (OCA).

The rezoning would enable more innovative tech based businesses and mixed use commercial development and ensure that land in this area is redeveloped to its a highest and best use, not only improving the area of the OCA but also ensuring the greatest level of fiscal productivity. Similar to the Wynwood Arts District in Miami and Fat Village Arts District in Ft. Lauderdale, a new special district designation could be developed for the area utilizing city owned properties (Former Opa-Locka Police Station) as a cornerstone for the new district.

- It was noted that staff has guided several development projects in the City of Opa-locka, please provide the most exciting projects
- All projects have their own level of excitement for staff. The anticipation for development in the Downtown/Barracks area, Cuyahoga Site and Opa-locka Flea Market Site are forecasted to grow and change the character of the City of Opa-locka.
- Provide the number of new businesses in 2020 (Unknown at this time)
- Provide visuals for the Downtown/TownCenter Master Plan (None are available at this time. Project is ongoing)
- Commercial Façade Improvement – Provide pictures of completed projects (None are available at this time. Project is ongoing).
- Parks and Recreation – What will be completed in 2021 TBD
- Infill housing projects – Need picture See Link <https://we.tl/t-BIvGrqgGHK>
- Sailboat Cove - Need pictures See Link <https://we.tl/t-BIvGrqgGHK>
- New homes built - increase in housing stock - How many new homes?
 - 2 new homes-931 and 951 Superior Street
- Renovation projects - what are the most exciting? Any plans we can show?
 - High Seas Boating Warehouse renovation and expansion
 - New 7-11 Convenient Store as part of rehab of Marathon Gas Station at 13350 NW 27th Avenue
 - Historic City Hall and the adjacent Fire Station.
- Future ground breakings - what are the most exciting? Any plans we can show?
- Proposed Residential Development at Cuyahoga Property on SR-9 at 1700 Block 7.6ac site
- Proposed redevelopment opportunities in the Downtown and Barracks area

- Hot industrial market - Need more facts on our industrial market
- Proposed Additional 5000,000sf warehousing to be constructed on the east side of Opa-locka Executive Airport along the LeJeune/Douglas Connector

Budget / City Manager's Office

Accomplishments

FY 20 – It appears the City achieved very good financial results for the year. Since results are still being developed, precise quantification isn't feasible at this time for some results. However, the following are noteworthy, even if generalized in some instances.

- 30% increase in City property tax base, primarily due to the completion of the Amazon distribution center within the City, providing \$1.75 million of annual property tax revenue.
- Surpluses (revenue exceeding expenditures) in the major funds (General, Water-Sewer and Stormwater), allowing the first two funds to make significant improvement to deficient reserve positions and further strengthen the Stormwater fund's already strong reserve position
- A more than 30% improvement in utility billings as the County assumed nearly full responsibility for the billing of the City's utility customers. However, the County's very significant relaxation of collection procedures calls into question how much of this increased billing may have to be subsequently written off.
- The negotiated release of approximately \$5.2 million of surplus pledged funds retained by First National City Bank, the holder of the debt on the Municipal Complex, provided \$2.6 million toward the improvement of the General Funds reserves, with another \$2.6 million used to pre-pay the related debt.
- The Citizens Independent Transportation Trust (CITT) released \$901,000 for roadway improvements related to FY 17 and earlier that had been retained due to the City's previous inability to provide adequate audits, with more to be released as the City completes additional audits.
- Initiation of stormwater and CRA downtown masterplans to provide long-range guidance in the improvement of both of these important aspects of the City.
- Bringing CRA financial reporting requirements to the County up to date.
- FY 21 Budget submitted on schedule and accepted by the State without modification required. Highlights include:
 - ◆ A further growth in the property tax base of 8% as the City's tax base growth continues to be in the top 20% of cities within the County.
 - ◆ Continuation of the current lean organization, reflecting a 40% reduction from FY 15 staffing levels with compensation remaining flat other than as reflected in the PBA contract.

- ◆ Very significant revenue uncertainty due to the pandemic, resulting in minimal improvement of reserves.
- ◆ A \$7.5 million CIP plan.
- ◆ Increased focus on City appearance.
- ◆ Funding for a park masterplan to provide long-range guidance to the restoration of this vital community asset.
- ◆ Funding for a CRA masterplan to provide additional long range guidance for CRA development.
- ◆ Citywide process improvement led by significant IT Department investment.

□ Five-Year Plan submitted on schedule and accepted by the State without modification required. Highlights include:

- ◆ Continued historic property tax base growth after FY 22 pause. (Current anecdotal information indicates a stronger real estate market than had been assumed for FY 22.)
- ◆ Millage rate reduced to 9.4500 mills by FY 25.
- ◆ Continued lean organization with 2% annual compensation increase for all staff other than PBA, which is covered by a separate agreement.
- ◆ Restoration of reserves to the Governmental Finance Officer Association (GFOA) standard of at least two months of operating expense.
- ◆ Restoration of eligibility to participate in State Revolving Fund program to facilitate funding (\$29 million) for utility investment over five years.
- ◆ \$52 million five-year CIP plan, including \$1.6 million investment in Parks & Recreation system to restore system as a source of well-being, entertainment and pride for the community.
- ◆ High functioning financial organization fulfilling all fiduciary responsibilities in an exemplary manner.

FY 21 Goals / Objectives

- Finalization and implementation of all necessary actions citywide to correct deficiencies noted in the State's operational audit and subsequent State approval during its FY 21 audit.
- In conjunction with Finance, implementation of timely financial reporting to provide ongoing insight as to current financial status and allow timely corrective action when necessary.
- Implement an effective citywide measurement system, including regular reporting, to permit ongoing assessment of progress toward City goals.
- Resolution of the City's water-sewer debt obligation to the County.
- Resolution of the long-term impact of the County's decision to significantly reduce utility billing collection practices, significantly impacting City water-sewer receipts.

- Resolution of the status of pre-FY 20 red light camera receipts belonging to the State but retained by the City.
- Aggressive seeking of grants to provide a force multiplier in allowing the City to move forward to meet its goals.
- Implement stormwater fees on the property tax bill to ensure all property owners pay their fair share in the maintenance and improvement of the City's storm drainage system. In FY 20, the City received a little over half of what it should have received if all properties paid their fair share.
- Develop a more comprehensive budget document providing greater insight.
- In Conjunction with City Manager's Office staff strengthening of City procurement procedures and practices to ensure procurement of goods and services is achieved in a cost-effective manner in full compliance with the City procurement code, including procedures and measurements to ensure timely vendor payment.
- In Conjunction with City Manager's Office staff development of a City Procurement Manual to document best practices to be utilized in the procurement of goods and services.
- As a member the City Beautification Task Force, provide a broad range of recommendations including street cleanliness, abandoned properties and unmaintained vacant lots, City Beautification Advisory Board, regular community clean-up events, clean canals and more to engage the citizens and create pride and ownership in community appearance.

Budget / City Manager's Office Additional Information:

MP 15

Question: What were the surpluses in the General, Water-Sewer and Stormwater Funds in FY 20?

Response: Primary Accounting focus has been on getting FY 19 ready for audit and FY 20 accounts still require significant work before being ready for discussion purposes. Last summer, in conjunction with adoption of the FY 21 budget and based on very preliminary FY 19 results to establish the starting point for FY 20, the following FY 20 surpluses were forecasted.

	<u>Surplus</u>	<u>Year-End Fund Balance</u>
General Fund	\$2.7 M	(\$0.7 M)
Water-Sewer Fund	\$2.5 M	\$0.5 M
Stormwater Fund	\$0.3 M	\$2.2 M

MP 16

Question: What is meant by a 30% improvement in utility billing?

Response: Accounting recently significantly increased FY 19 water - sewer revenue in preparation for the audit, undercutting this point in relationship to FY 19. However, the point is more than valid in comparison to FY 18. FY 18 water-sewer revenue was \$6.6 M while FY 20 water-sewer revenue was \$12.1 M, an 82% increase for basically the same customer set. However it should be remembered that County has significantly relaxed collection procedures due to the pandemic, resulting in a 75.6% collection rate, indicating the possibility that the improved billing results may ultimately translate into lesser receipts.

MP 17

Question: What audits were provided leading to the release of \$901,000 of withheld funds.

Response: CITT acceptance of the FY 15 through FY 17 City audits related to CITT related reimbursable expenditures.

MP 18

Question: Need more info in regard to CRA Financial Reporting.

Response: CRA hadn't been submitting CRA budgets timely and not in the required County format. Prior budgets were resubmitted in the correct format and the CRA is now current in this requirement with the submission of the FY 21 budget in the correct format to the County in October, 2020.

MP 19

Question: What is the composition of the \$7.5 M FY 21 CIP Plan?

Response:

Governmental Funds

Roadway Resurfacing	\$ 300,000
Cairo Lane	800,000
Sidewalks	<u>260,000</u>
Total Governmental Projects	\$ 1,360,000

Water-Sewer Funds

Cairo Lane	\$ 2,900,000
Water-Sewer Project Design Criteria	<u>500,000</u>
Total Water-Sewer Projects	\$ 3,400,000

Stormwater Fund

Stormwater Master Plan	\$ 300,000
Stormwater Project Design Criteria	500,000
NW 30 th Avenue	160,000
Zone 6	850,000
Cairo Lane	300,000
Project To Be Identified From Master Plan	<u>600,000</u>
Total Stormwater Projects	\$ 2,710,000

MP 20

Question: What is the composition of the \$52 M FY 21 CIP Plan?

Response:

Governmental Funds

Historic City Hall Complex	\$ 1,500,000
Cairo Lane	800,000
Parks	1,600,000
Roadway & Sidewalks	<u>5,347,138</u>
Total Governmental Projects	\$ 9,247,138

Water-Sewer Funds

Cairo Lane	\$ 2,900,000
Zones 1-6	2,435,686
Future Projects	<u>12,000,000</u>
Total Water-Sewer Projects	\$ 17,335,686

Stormwater Fund

Zone 6	\$ 850,000
Master Plan	500,000

NW 30 th Avenue	160,000
Zone 6	850,000
Cairo Lane	300,000
Future Projects	<u>18,400,000</u>
Total Stormwater Projects	\$20,510,000

Note – Originally \$52 million was indicated as the total CIP for the Five-Year Plan. This was mistakenly taken from an early draft of the Five-Year Plan message. The correct total is \$47,092,824. The difference is due to additional interest which limited funds for new projects that was identified prior to the final adoption of the Five-Year Plan and corrected at that time.

MP 21

Question: Provide more details in regard to a more effective City measurement system.

Response: The City requires a more effective and focused set of measurements related to department objectives. There will be quarterly reporting of progress, concurrent with the required reporting of the City's financial results.

MP 22

Question: Provide more details in regard to the City's water-sewer debt obligation.

Response: The original debt was \$6,005,457 of principal and interest over a 60-month period with monthly payments of \$100,091. The first payment was made in June, 2019 and through December, 2020, nineteen payments totaling \$1,901,729 have been made, leaving a balance of \$4,103,728 with the last payment scheduled for May, 2024.

The City has identified approximately \$660,000 of City water-related payments to the County for other purposes for which the City contends credit was never received. The City has requested that this credit be applied to the outstanding balance and the County is reviewing. If resolved in the City's favor, this would result in an approximate reduction in the remaining debt by approximately \$700,000, including interest savings.

There is another outstanding claim of approximately \$2,500,000 for meter acquisition and installation. No date has yet been established for the repayment of this amount. If under the same terms as the original agreement, there would be an additional \$195,242 if interest in addition to the principal, payable over five years.

It has been recommended that in view of the County's decision to relax collection of utility billing due to the pandemic, putting at risk approximately \$3 million of utility receipts in FY 20, this situation be utilized to renegotiate this debt.

MP 23

Question: Who makes the decision to forgive or renegotiate the approximately \$2.7 million of prior year State red light camera fees retained by the City.

Response: The only activity I'm aware of is the possible lobbying activity by the local State Representative, Representative James Bush, in Tallahassee.

MP 24

Question: Provide details on the impact of moving the City's stormwater fees from the utility bill to the property tax bill.

Response: Based on a recent engineering study, if every property were to pay its fair share of maintaining and upgrading the City storm drainage system, the City would receive approximately \$2.1 million annually under the current fee structure before collection fees. For FY 20, the County billed \$1.1 million of fees on the utility bills, although due to relaxed collection practices, the City will receive a lesser amount. Staff has identified deficiencies in the information the County has been using to bill these charges and has provided additional information to the County that is anticipated to increase the billings to \$1.5 million in FY 21. However, due to systemic issues, it is staff's opinion that the full potential revenue can never be achieved utilizing utility bills, resulting in not all properties paying their fair share for the storm drainage system. Properties correctly charged on the utility bill will see no change in the charge other than paying once a year rather than monthly, and can save up to 4% by taking advantage of the property tax early payment discount provision. There will be a difference if tenants have been paying utility bills since the property owner will now be charged.

MP 25

Question: Need to implement a City Beautification Advisory Board as soon as possible.

Response: The City of Oakland Park, where I spent more than a decade, has excellent legislation on establishing and utilizing a highly effective beautification board which will be provided for consideration when the City is ready to move forward on this.

Police Department

In August of 2019 City Manager, John Pate tasked the Opa-locka Police Department with implementing an Organizational Development (OD) improvement plan for the police department.

This plan was designed to move the agency forward utilizing both *measurable*; community oriented policing methods and public relations practices for 21st century policing.

While this concept is not new to the State of Florida, managing its processes and practices is extremely profitable and invaluable to any community.

Other areas were additionally targeted related to a police performance plan that fostered; building individuals, building teams, building groups and then building the organization – the concept here is build a team and you build a department.

The City of Opa-locka Police Department has embarked on this journey, which brings public acclaim to all of its share-holders and stake-holders alike—the residents.

Below is a snap shot [outline] of the agencies progressive initiatives, which has resulted in the following public acclaim accomplishments, challenges and future goals as this journey unfolds.

OPA-LOCKA – LANDSCAPE DEFINITIONS AT A GLANCE

Fig – 1: Organizational development is a critical and science-based process that helps organizations build their capacity to change and achieve greater effectiveness by developing, improving, and reinforcing strategies, structures, and processes.

Fig – 2: Organizational development is a critical and science-based process that helps organizations build their capacity to change and achieve greater effectiveness by developing, improving, and reinforcing strategies, structures, and processes.

Fig – 3: Community-oriented policing (COP), is a strategy of policing that focuses on developing relationships with community members. ... The central goal of community policing is for police to build relationships with the community, including through local agencies to reduce social disorder

Fig – 4: Community policing is both a philosophy (a way of thinking) and an organizational strategy (a way to carry out the philosophy) that allows the police and the community to work closely targeting creative ways to solve the problems of crime, illicit drugs, fear of crime, physical and social disorder.

MAYOR'S SUMMARY PAGE OPA-LOCKA POLICE DEPARTMENT INITATIVES SUMMARY REPORT
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	<u>OPD ACCOMPLISHMENTS INITATIVES</u>	<u>TARGET GROUP</u>
1	Police Crime Prevention Program - Cordoba Complex	Apartment Complex
2	Police Criminal Investigations Division	City-Wide
3	Police Crisis Intervention Mobile Assistance Program	City-Wide
4	Police Department New Organizational Chart	Department-Wide
5	Police False Burglar Alarm Program	City-Wide
6	Police Fleet Management Program	Department-Wide
7	Police In-Service Program	Department-Wide
8	Police Motorcycle Program	Department-Wide
9	Police Rapid Identification Program	Department-Wide
10	Police Shop Cop Program	Schools-Higher Academics
11	Police Squad Car Program - Enterprise	Department-Wide
12	Police Street Crimes Unit	City-Wide
13	Police Succession Planning Program	Department-Wide
14	Police Training - AR15	Department-Wide
15	Police Training Gear - Rapid Deployment	Department-Wide
16	Police Uniforms Face Lift	Department-Wide
	<u>OPD GOALS</u>	
1	Police Social Service Program	City-Wide
2	Police 501C Implementation	Department-Wide
3	Police Autism Training For Police Department	Department-Wide
4	Police City Surveillance Program	Department-Wide
5	Police Grant Writing Program	Department-Wide
6	Police Mental Health Training For Police Department	Department-Wide
7	Police National School Resource Officers Program	Department-Wide
8	Police Neighborhood Watch Programs	City-Wide
9	Police NOPT Program	City-Wide
10	Police School Resource Officers Program	City-Wide
11	Police Seniors Program	City-Wide
12	Police Shot Spotter Detection System	City-Wide

13	Police Substation - Glorieta Apartments	Apartment Complex
	<u>OPD CHALLENGES</u>	
1	Police Combating American Drug Epidemic	City-Wide
2	Police Community TRIAD Program	City-Wide
3	Police Recruiting & Retention Challenge Program	Department-Wide
4	Police Expansion of Officers	Department-Wide

MAYOR'S SUMMARY

OPA-LOCKA POLICE DESCRIPTIVE DETAIL REPORT

ACCOMPLISHMENTS

- A new organizational chart was created that re-structured the police department in its entirety. This restructuring also allowed us to add an additional 3 detectives to the Criminal Investigations Division.
- Our Criminal Investigations Division has closed over a total of 320 inactive cases, recovering ten thousand dollars' worth of stolen property. An additional 200 recent cases have been closed with over 35 arrests affected since August 2020.
- An audit was conducted of our police fleet. Through strategic planning, ten (10) police vehicles that were inoperable at the motorpool for over a year were repaired, which was no cost to the city.
- Successfully launched the RAPID ID program. This allows our agency to immediately identify a person by scanning their fingerprints onto one of our two mobile devices. We are one of the very few agencies in our country to utilize this program.
- In August, we created a Street Crimes Unit, made of 5 officers, who targets and combat our violent crimes and criminals that has plagued our city. As of today, this unit has made over 80 arrests, removed approximately 30 illegal handguns and high power rifles off the streets, as well as large amounts of illegal narcotics.
- We have hosted our 1st annual "Shop with a Cop" event, where we selected 12 students from our local elementary schools, where they all received over \$200 each. Each had an officer as a shopping partner, where they went on a shopping spree at a nearby Wal-Mart.
- Successfully re-implemented our Motors Unit, where we have successfully purchased a motorcycle for the unit.
- New departmental uniforms were purchased and issued to officers and civilian staff.
- All officers were trained and issued AR-15 Rifles.

- Officers were issued ballistic shields, gear, and helmets so that officers are protected and prepared to respond to critical incidents.
- Implemented succession planning for police officers.
- Implemented a crime prevention detail for the Cordoba Courts Apartments.
- 1st reading approved for the False Burglar Alarm program.
- Re-structured our training program, where officers have been allowed and encouraged to attend training. Many hours of training have been coordinated for tactical, investigative, and many others.
- Crisis Intervention Mobile assistance.
- Spearheaded an additional 10 vehicles for the police department, which will bring the total to 20 new police vehicles by summer 2021.
- Countless of training hours hosted by Major Stroud, whom is a certified trainer, where officers receive certifications. Weekly Roll call trainings are also implemented by Major Stroud.

GOALS

- Activation of police substation, located at the Glorieta Apartments.
- 24 hour access to property surveillance cameras of the Glorieta and Cordoba Courts Apartments.
- A 501C3 Organization.
- Selecting staff to be trained as a grant writer that is currently a police officer/administrator within our organization.
- Social services partnerships for our community.

- A Shot Spotter gunshot detection system. This is a system that detects and conveys the location of gunfire or other weapon fire using acoustic, optical, or potentially other types of sensors
- Citywide Surveillance System. The most benefit of our city being under surveillance is that it will lower our crime rate in the area where the cameras are installed. The cameras will not only have the immediate effect of deterring crimes, but also, as cases begin to be solved and criminals realize they will likely be caught; potential offenders typically commit fewer crimes.
- Autism training to be implemented to all police officers, as well as police dispatchers.
- First-Aid training to be implemented to all police officers.
- Mental Health/Wellness program to be implemented for officers. Currently being discussed with Human Resource. This will be a benefit for our agency due to officer burnout and suicide, which are significant programs within law enforcement. This will identify and assess existing and proposed best practices for physical, mental, and emotional support opportunities for officers. It will develop early health identification and intervention systems for officers.
- Neighborhood watch program – NOPT.
- Police Administration “Night Out”. Speak and converse with the community on issues and concerns

CHALLENGES

- Combating the American drug epidemic.
- Staying above America’s police shortage. Recruiting and retention challenge.
- Forging trust between the police and community. We will conduct research on “public sentiment measurement tools and services”, in order to overcome this challenge.

Police Department Additional Information:

Organizational Development Plan- In January 2020, City Manager Pate tasked the Miami Dade Police Department to conduct an assessment on the Opa-locka Police Department. He wanted to ensure that our agency receives the best resources possible to thrive and be successful, which included pay, training, equipment and more. The MDPD staff interviewed all sworn and non-sworn staff so that we would be better equipped to address quality of life issues within our police department. MDPD evaluated policies, administrative documentation, vehicles, facility, files, etc. A survey was also conducted of the organizations strengths and weaknesses as well as an opportunity to learn about working conditions.

After the many findings, Mr. Pate made a decision to put in place a new administration for the police department. He invested in his Lieutenant's education, management, and leadership skills, by placing them in the top training in our country, Northwestern's School of Police Staff & Command. The department's vision is now characteristic of one that builds upon community partnerships through understanding, collaboration, and integrity. Thereby, our resources are being deployed with a focus on mending community relationships and working with our citizenry in our shared interest of reducing crime and making the City a safer place for all to live and visit. These changes have, unequivocally, placed the Opa-locka Police Department in a position that it has never been before.

Criminal Investigation Division- There is 344 open/active cases. They have closed/suspended 320 cases. 51 arrests have been made. There were an additional 200 cases that were never assigned to a detective under the previous administration, that were closed out/suspended as of August 14th, dating back to the year 2009.

Street Crimes Unit- No additional information can be provided in regards to the Street Crimes Unit, due to confidentiality, case sensitive information, and the pendency of court hearings.

Crime Prevention- In regards to the crime prevention at Cordoba Courts Apartments specifically, on August 14, 2020, an officer was stationed on the property for 24 hours/7 days a week, to deter any all crime from taking place. In addition, officers are becoming more involved with the citizens and formulating these partnerships that are pivotal in crime prevention. It is also relative to provide, that the Opa-locka Police Department is now involved in various community outreach programs in the north end of the county, in partnerships with other police departments, for purposes of this same endeavor. Most recently, the Opa-locka Police Department was one of seven agencies featured in the media and involved in the OneMiami community bike ride.

Training- Officers are motivated and have taken advantage of the following courses since August 14, 2020. There were numerous of classes that officers signed up for, due to COVID-19, Miami-Dade College has cancelled training.

- *Emergency vehicle operations
- *Mandatory Officer Writing & Review
- *Mandatory Officer Retraining
- *Adult Sex Crimes Investigations
- *Automated Facial Recognition & Comparison Training
- *FL Sunshine Law in Police Records
- *Life Coach Training
- *Rifle Training
- *Firearms Instructor Course
- *Taser Certification
- *Police Staff & Command

In-house training provided by Major Stroud is listed below:

Training Summary

- November-December: 8 weeks of training captured
- November-December: 100 hours of training captured

Training topics covered-Ongoing

- Report Writing
- Control Tactics
- Firearms
- Vehicle Extractions
- Suspect Management
- Close Quarters Combat
- Rapid Deployment
- Leadership
- Incident Command
- Motivational Interview
- Care & Custody

Glorieta Gardens Police Substation- Meetings and email communication have taken place with Jessica Morenco (Property Manager) and myself (Lt. Jenkins). The substation will be operable and staffed on January 18th, 2021. Ms. Morenco stated that they have changed management which has caused a delay in their operations. She also advised that all of the requirements and supplies that were requested have been ordered. I also had a meeting with Ms. Morenco on yesterday to see the progress of the substation. I have a meeting scheduled on Thursday morning, January 7th, with their IT division, to provide me 24 hour access to their surveillance system.

Shotspotter- I was afforded a presentation by the Customer Success Director for the south United States area, whom is a retired Asst. Police Chief from Miami Gardens. He will host a presentation for the administration of the police department on next week. At this time, I'm providing data of our shootings from the last two years, at which time they will conduct an analysis and map out the

potential coverage areas. Once the analysis is complete, the director will provide a proposal for the cost.

Mental Health Training- Crisis intervention and Autism training has been provided to 22 police officers. Due to in person training being canceled, The International Board of Credentialing and Education Standards will host an online class, as well as refresher course for the department. Lt. Perez has acquired an additional resource, the CIT Mobile Response Team. They are available and on call to respond to a request by any of our officers.

Fleet Management- The police department has (10) brand new 2020 Dodge Durango's. These vehicles are equipped with the latest technology that enhances the officer's ability to serve the community. The vehicles are now equipped with storage spaces and secure rifle racks where officers can safely store and retrieve their equipment when the need arises. The lighting on these vehicle provide for a steady burn that make these vehicles easily identifiable and visible to the public, all with the mindset of being more visible than ever before.

"Shop With a Cop" Event- This was our 1st annual Shop With a Cop event. 12 students were chosen from our local elementary school, to participate in the Christmas event. Each child was paired with a Police Officer to establish a bond and build a relationship with officer and person behind the badge. Our initial goal was to provide each child with a \$75, but we were able to surprise the parents and students with a \$205 gift card for each child! T-Shirts were made for the students and the vent took place at Wal-Mart, located at 1425 NE 163rd Street.

Police / Code Enforcement

The code enforcement department was re-envisioned months ago; the code enforcement department is now focused more on education and compliance versus the issuance of citations. Code enforcement officers are more proactive in their vigilance, holding repeat violators accountable and thoroughly screening residential owners who have inappropriately sought tax exemptions.

The code enforcement department, under the police department's purview is working to implement legislation through commission resolution to address nuisance properties and absentee landlords. On a commercial scale, the code enforcement department is working more efficiently alongside the police department in our endeavors at addressing illegal and derelict vehicles and illegal dumping.

Recently, the City Manager's Office was successful in dismissing several inspectors whom had proven to be involved in criminal activity and/or misconduct. Thereby, new inspectors were hired as what is being viewed to as progress in a positive direction. Attached, you will find an excel sheet that depicts monthly revenue accomplishments and numerous enforcement measures by category, completed by the code enforcement department this year.

Additional document provided as an attachment.

Human Resources Department

Accomplishments

The Human Resources Department has overcome many challenges with a skeletal staff and the impact of the National Pandemic of Covid-19. Staff has taken unprecedented measures to keep employees safe while maintaining operations and levels of quality services to the City's residents and employees. Adjustments had to be made to continue daily operations and adaptation to the "New Normal" and teleworking as we know it today. Essential employees were provided laptops and accessibility to work remotely. Working remotely allowed employees flexibility to deal with family situations and minimize the number of people in the office at a time.

While several Human Resources Professionals navigated through the pandemic forcing layoffs, furloughs and reductions in workforce, The City of Opa-locka's Human Resources Department adjusted to the partial work-from-home module, created operational continuity plans with management, worked with the Information Technology Department to develop and implement emergency communication procedures and secure measures to keep the building sanitized to prevent the spread of the virus. With the support of management, we were able to build a ***Pandemic Proof Workforce***.

- A Work-from-Home Policy was created to allow employees the flexibility to work from home to accommodate personal family situations and limit the amount of employees present in the building at one time to adhere to CDC social distancing requirements. This policy allowed for the manager to equip employees with computer based technology in order to work from a fully remote location such as the comfort of the employees' home.
- Covid-19 procedures were created to identify a process in efforts to comply with the federal Family First and Emergency Sick Paid leave laws and provide support to employees that contracted the virus.

RECRUITMENT:

The Human Resource Department created a Pandemic Proof Recruitment System in which allowed staff to pursue qualified candidates in a safe but proficient manner. Interviews are conducted virtually via the ZOOM platform. Contact-less onboarding was provided to all new-hires to ensure safety.

The Human Resources Department successfully filled 24 permanent vacant positions, promoted 7 employees and transfer 9 employees to different positions in 2020.

Job Title	Department	Personnel Action
BUILDING CLERK	BUILDING & LICENSE	New Hire
HOUSING INSPECTOR	BUILDING & LICENSE	New Hire
BUDGET ADMINISTRATOR	CITY MANAGER'S OFFICE	New Hire
COMMISSIONER	COMMISSION	New Hire
VICE MAYOR	COMMISSION	New Hire
ACCOUNTANT [2]	FINANCE	New Hire
ACCOUNTS PAYABLE CLERK	FINANCE	New Hire
PAYROLL CLERK	FINANCE	New Hire
ASST. DIRECTOR PARKS & REC.	PARKS & RECREATION	New Hire
PARKS & RECREATION DIRECTOR	PARKS & RECREATION	New Hire
CODE ENFORCEMENT OFFICER [2]	POLICE DEPARTMENT	New Hire
COMMUNICATION OPERATOR [3]	POLICE DEPARTMENT	New Hire
MAJOR	POLICE DEPARTMENT	New Hire
OFFICER [6]	POLICE DEPARTMENT	New Hire
RESERVE POLICE OFFICER	POLICE DEPARTMENT	New Hire
HEAVY EQUIPMENT OPERATOR	PUBLIC WORKS	New Hire
ACCOUNTANT	FINANCE	Promotion
HR SPECIALIST II	HUMAN RESOURCES	Promotion

CORPORAL	POLICE DEPARTMENT	Promotion
EXECUTIVE SECRETARY	POLICE DEPARTMENT	Promotion
LIEUTENANT [2]	POLICE DEPARTMENT	Promotion
EXECUTIVE SECRETARY	PARKS & RECREATION	Transfer
SPECIALIZED UNITS - STREET CRIMES, C.I.D [7]	POLICE DEPARTMENT	Transfer
ADMINISTRATIVE ASST	PUBLIC WORKS	Transfer

BENEFITS:

The Annual Employee Benefit Enrollment Event was hosted virtually this year due to the Pandemic and the need for social distancing. Employees were afforded the opportunity to meet virtually with an enroller to receive one-on-one consultation with regards to the benefit plans and their enrollment options. Employee benefit information sessions were conducted by the Insurance Carriers to introduce benefits plan changes and address employee questions and concerns. The goal of the virtual enrollment was to ensure that each employee received quality and individual services as received during previous in-person enrollment fairs.

Employee time off accruals are being managed individually by the Human Resources Department as recommended by the Auditor General in the 99 Findings.

Take home vehicle program has been fully implemented in response to the Auditor General report and taxes on fringe benefits have been charged to the respective employees for 2020 per the IRS mandates.

WELLNESS:

The City Provides a Full Virtual Wellness Program to all employees initiated via an electronic monthly newsletter. The newsletter provides health and wellness information, virtual-live yoga and fitness invitation for participation opportunities, and Employee Assistance programs to assist with at-home challenges and mental health of the employees and their families.

The Human Resources Department hosted 2 (two) wellness information sessions on Breast Cancer awareness with Memorial Healthcare and Financial literacy and wellness with the Dade County Federal Credit Union. In house wellness events that were scheduled had to be cancelled due to Covid-19.

TRAINING:

Prior to the Pandemic, All City employees received in-house Ethics training hosted by the Miami Dade-Commission on ethics and Public trust.

HRD assisted the IT Department with ensuring that employees received cyber-security training to protect the City data from being hacked by fraudulent computer users.

Safety training was conducted by Risk Management and The Florida League of Cities to minimize workplace accidents and promote employee safety on the job.

EMPLOYEE RELATIONS:

The Human Resources Department hosts a Coffee and Conversation Series with the City Manager and All City employees to discuss the goals and objectives of the City, City Management projects and initiatives, and address employee questions and concerns in an open forum. These series are held quarterly and are designed to ensure of level of transparency in management strategies to ultimately improve employee team cohesiveness and morale.

Employees that earned a salary below \$30,000 per annum received salary increases to a minimum of \$30,000.

RISK MANAGEMENT:

The Risk Manager convened a committee of Employee representatives from each department to actively participate on the Safety Committee. The Safety Committee meets quarterly to discuss recent accidents, employee safety topics and safety sensitive inspections and investigations.

- Risk Management conducted a safety assessment of the City facilities to identify safety issues.
- The fleet inventory is being managed regularly to ensure that only operable vehicles are being insured and that surplus vehicles are identified accordingly.
- Reduction of workplace injuries/ accidents of 27%.

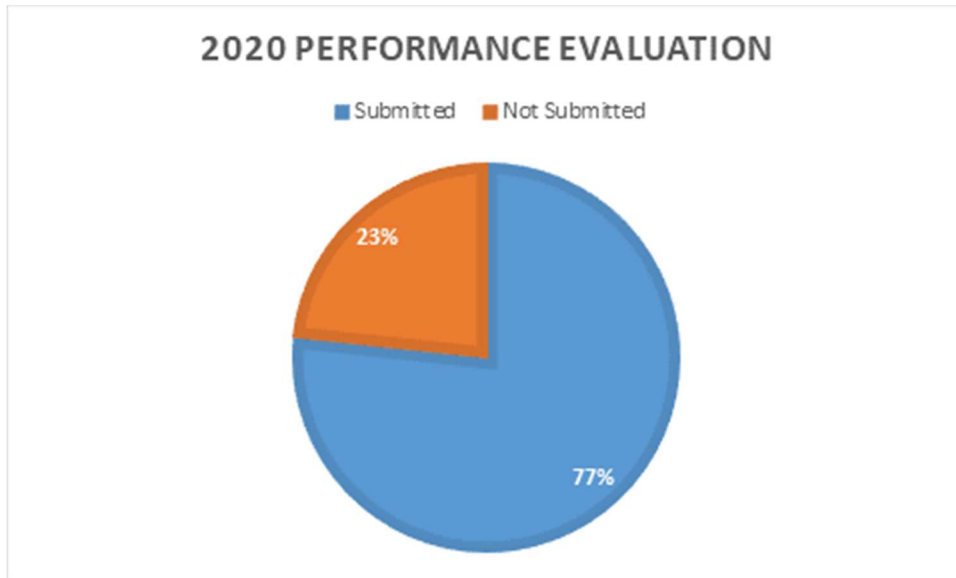
COST SAVINGS:

Health insurance savings of \$60,549.92 from initial renewal proposal.

Obtained a rate pass of no annual increase for the renewal of Dental and Vision plans- 0% increase.

Negotiated a \$14,450 annual savings on payroll and Human Resources Information system services provided by ADP to the City for payroll and employee information and recruitment services.

EMPLOYEE EVALUATIONS:



** does not include evaluations for the month of December**

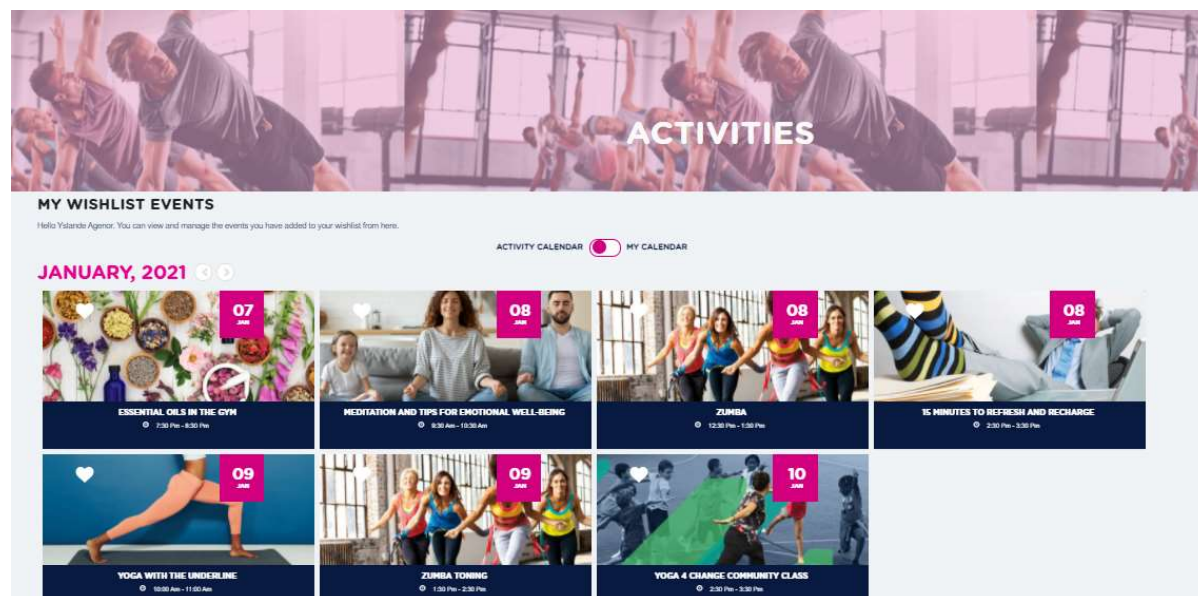
Human Resources Additional Information

Employees are provided face masks, gloves and hand sanitizer on a regular basis as needed to ensure protection. Hand sanitizing stations have been secured in all City facilities for employees and residents. Human Resources worked with the IT Department to purchase and install a device that monitors each person that enters the Municipal Complex's temperature. The Parks facilities have been closed to the Public to ensure employee safety. An assessment was conducted by Risk Management to ensure that all employee work stations adhere to social distancing guidelines of 6 feet as recommended by the Center of Disease Control. The Building and licensing staff was relocated to the downstairs cashiering area to limit Public access to the first floor payment center. All employees and visitors must wear masks while in the building.

Employers nationwide have been forced to furlough and lay-off staff due to the Health Pandemic, however the City of Opa-locka maintained current staffing levels throughout the Pandemic without decreasing salaries or benefits.

Wellness

January Wellness Calendar (week 1)



Training

The training was recorded and provided to employees that were unable to attend the live sessions.

Building & License Department

Major Accomplishments

1. **Plan Reviews and Inspections:** Completed the Building, Structural, Mechanical, Electrical and Plumbing Plan Review for the Construction of the following Major Projects.

- a) Two (2) Story Apartment Buildings for Sail Boat Cove under construction at 1755 N.W. 42nd Lane, Opa-locka, Florida 33054. These are Twenty Three (23) New Apartment Buildings consisting of 112 Units.
- b) Commercial Building for Natural Vitamins Facility consisting of 38,855 Square Ft. of Office Space, 70,853 Square Ft. of Warehouse located at 4400 N.W. 133rd Street, Opa-locka, Florida 33054. The building is under construction.
- c) New Four (4) Commercial Buildings “Iron Wood Commerce Center” to be constructed at 12700 LeJeune Road.
- d) Warehouse and Office Complex for STRK Property LLC, located at 12815 N.W. 45th Avenue Opa-locka, Florida 33054

The Construction cost of the above projects is approximately 41 million dollars.

2. **Flood Insurance Discount:** The Building & Licensing Department successfully completed the preparation of reports and documents of all Community Rating System (CRS) activities. Total of 13 activities to qualify for flood insurance 5% discount. The documentation was successfully submitted.
3. **Building Code Effectiveness Grading Schedule results Opa-locka:** The Building Department completed the application and survey reports to Insurance Services Office (IAO) and received a high rating as listed below: Commercial and Industrial Property Grade 2, Residential Property Grade 3.
4. **MS4 Permit:** Miami-Dade County Municipal Separate Storm Sewer System (MS4). The Building Department completed the Annual Report for Individual NPDES Permits for Municipal Separate Storm Sewer System Cycle 3 years 7.
5. **SunGard System:** Reduces paper permit processing and utilized the SunGard System automating the department to effectively expedite the processing of permits electronically for better tracking.

Information Technology Department

During this last year, the Information Technology Department was challenged with the rest of the world of enhancing communication with minimal physical interaction. The department was successful at leveraging several different technologies to quickly establish a “Work from Home” program for eligible positions. Although COVID-19 slightly delayed some of the major projects, not one has been abandoned. The listing below includes completed, pending, and upcoming projects for the department.

Completed Routine Projects

- The IT Department consolidated three internet providers into one. This consolidation increased the overall internet access speed while adding additional stability to access via fiber delivery. Internet access to all Parks has also been restored.
- Several upgrades were completed to the City’s IT infrastructure which included servers, network switches, firewalls, software-defined networks (SDN). These upgrades enhance the City’s cybersecurity, network, and telecommunication.
- The addition of a variety of new software packages have been successfully deployed. These packages include the new IT work order management system and DocuSign.
- The City has worked with Laserfiche and added a new module to our current Laserfiche Cloud subscription which allows for workflow.
IT has created new workflows within Laserfiche which are used to alert responsible parties of expiring City contracts (30/60/90 days). This was a major concern from multiple departments.
- In response to COVID-19, thermal scanners were installed in all public City buildings. This was done before the facilities reopening.

Completed Major Projects

- The IT Department worked with all departments and a panel of residents to bring a redesigned website online. The redesign of the original site may seem mostly cosmetic, but we also upgraded the site's platform which allows for many interactive features. Most importantly, the IT Department needed to transition many in-person functions from City Hall and enable an online option. As of today, ten of these processes have been made available on the City site with five more added by the end of the fiscal year. The ultimate goal is to have all City services available online and accessible to residents at any time.
- The City’s on-premise telephone system and handsets were migrated and replaced. The project replaced multiple telephone systems throughout the City with one cloud-hosted PBX. This new cloud-based solution allows for features that were not previously available to us. These features include remote access to calls, call recording, call analytics, and voicemail to email. This project also allows the IT Department to route calls anywhere at any time including during times of natural disasters.

Projects in Progress

- The Municipal Complex has been fully wired for a new Access Control system to manage the physical security of the City's employees, guests, and assets. This system will provide detailed insight when predefined security measures are not adhered to. The project is currently in the software programming phase and is slated to be completed in January 2021.
- A migration of the on-premise Microsoft Exchange server to the Office365 government cloud is planned to commence in January 2021. This project further allows the IT Department to support and provide consistent mail delivery regardless of the physical conditions (power, internet, accessibility) in the data center. This project also includes an upgrade of the Mail Security Gateway to a cloud-hosted gateway to maintain the high filtering and sandboxing of malicious content sent via email to the City. A training component for all staff members will also be deployed with this project.
- One of the most anticipated projects for IT and Public Works is the deployment of a centralized work order management software and a branded City mobile app. The City has procured these services through the vendor SeeClickFix. The goal of this project is to organize all interdepartmental requests under one system and hold staff accountable for completion. Additionally, through the new mobile app, citizens will have the ability to make requests for different types of services which will be routed to the proper staff member for resolution. This project was just initiated and is currently in the design and configuration stage. We are planning for this to be a phased release and growing proportionally as the staff is trained.

Upcoming Projects

- Upgrade Wi-Fi at all public spaces
- Implementation of a Parks & Recreation Management Software
- Completion of the five-year IT Strategic Plan
- Upgrade Commission Chambers (digital interactive display and remote cameras)
- Completion of a third-party network security evaluation
- Continue ERP selection process for a recommendation in FY22

Information Technology Additional Information

1. New website – what are the new features? The upgrade to the City’s website although mostly cosmetic includes a platform upgrade to functionality of the site. Since the upgrade, a new form center was created which allows the public to submit forms which were previously only available in person. Over the next year we plan to release access to online payments, park reservations, and building and permit access.

2. Online services – what services can we now conduct online? Via the form center the following new services are available:

Board Applications

Public Record Requests

Special Event Permits

Vendor Applications

Amnesty Program Application

Special Master Hearing Requests

COVID-19 Complaints

Anonymous Crime Reporting

Flooding Notifications

Verification and Availability of Water and Sewer Service

3. Call center – need details on how this works. The Call Center will be implemented in conjunction with SeeClickFix. Once SeeClickFix is implemented, a phone number will be published to the public. The call taker will input this information into SeeClickFix which will then route the issue to the appropriate party. The general idea for the call center is to provide one number where the public can call 24/7 and reach live person (similar to 311). SeeClickFix will also have many of the requests/services available on the app and the website. The IT infrastructure which allows for the Call Center to operate and allow calls to be answered from anywhere is fully implemented.

4. SeeClickFix – what needs to be done for this to be implemented? This is currently in the implementation phase. We are gathering all the request that will be published to the public and creating work flows for them. SeeClickFix will keep staff accountable with reminders and notifications to administration of any overdue request. SeeClickFix will also continuously keep the public up to date with any changes in the requests via email or through push notification on the app. SeeClickFix will be used for both internal work orders along with external requests.

Public Works / CIP

Major Accomplishments

Automotive Repairs:

The city has a fleet of 160 pieces of rolling stock

Last year request for repairs totaled 129, compared to 769 the previous year of which 117 were successfully repaired. This demonstrates a vast improvement in our repairs and maintenance operations.

Our challenge is the 60% of our fleet is beyond economical repair, and with three technicians these tasks is overwhelming.

Pump Stations:

We relined six (6) linier miles of our gravity sewer system, I service areas 4, 5, 7, and 8.

Our goal is to be at 100% compliant by November 2020.

Our challenge is to stick relining of our gravity mains which is plagued with excessive inflow/infiltration due to aged infrastructure this takes a toll on the longevity of pump stations.

Utility Billing Transition:

We have transitioned 98% of our utility billing to Miami-Dade County.

Of the 5,603 water meters in the distribution system, 332, are left to be replaced at an estimated cost of \$68,000.

Total number of meters in our system = 5,603

Total number of meters remaining to be replaced = 332 at a cost of \$68,000.

Total number of meters replaced to date= 5,271.

Milling/Resurfacing:

Our milling and resurfacing efforts are progressive:

- Ongoing = 6 miles
- Completed = 10 miles
- Completed by Miami-Dade County = 5 miles

The challenge is to minimize repairs to roadways that will have to be destroyed to facilitate infrastructure improvements.

Sidewalk/Swale Improvements:

Our new sidewalk installation imitative is progressing exceptionally well:

- Installed to date 0.2 miles or 1,250 feet of 2.6 planned miles

Street Lights:

We upgraded **662** sodium vapor street lights with brighter cost effective LED units, in an attempt to discourage illegal dumping and other nefarious behavior.

Total number of street lights replaced 662

Total number of street lights in city 662

Stormwater Master Plan/ Priority Assignment:

Our Stormwater plan and project priority planning commenced in September and is expected to be completed in March, it which point we are expected to have a list of priorities for construction.

Finance Department

Accomplishments

1. Report on Charter County Transportation System Surtax Audit (CITT) for Fiscal Year 2017-2018 by Miami-Dade County's Audit Management Department was recently released, approximately \$261,546 is being recommended for release to the City. In addition, there is approximately \$469,882 in Unspent Transit dollars that the City can utilize for future projects initiated after FY2018. The audit was completed with assistance from both the Finance and PTP Department recently.

2. Through the CARES Act funding provided to Miami-Dade County, a total of \$2.1 million in Municipality Programmatic funding was made available to the City to implement both a Housing and Grocery Gift Card program. The City utilized Miami-Dade County's existing Housing Program process to implement the Housing program and await their figures on what was expended which has not been provided as of the date of this memo. The City utilized resources to implement a first time Grocery Gift Card program where approximately \$1.59 million was paid out by the City to distribute both Publix and Winn-Dixie Grocery Gift Cards to address food security as a result of the COVID-19 pandemic within its City.

City of Opa-locka							
Grocery Gift Card Program							
Accountability Tracking of Grocery Gift Card Purchases							
Submission Count to Miami-Dade County for Reimbursement							
	<u>Payment Date</u>	<u>Vendor</u>	<u>Gift Cards</u>	<u>Dollar Value Per Card</u>	<u>Extended Cost</u>	<u>Discount, Credit, Charges</u>	<u>Net Pay</u>
1	19-Nov-20	Publix	1,000	250	250,000.00	7,500.00	242,500.00
2	8-Dec-20	Publix	1,040	250	260,000.00	10,375.00	249,625.00
3	8-Dec-20	Winn Dixie	1,050	500	525,000.00	26,250.00	498,750.00
4	21-Dec-20	Publix	2,527	250	631,750.00	31,712.50	600,037.50
	Total		5,617		1,666,750.00	75,837.50	1,590,912.50

The assistance of the City Manager's Office, Parks & Recreation, IT, Community Development, City Clerk, Police, the Finance Department and their resources were instrumental in implementing this program in such a short period of time. In addition to assistance by the City Commission and special recognition of Commissioner Chris Davis and contracted assistance from Program Administrator, Ms. Linda Taylor. The City had until December 30, 2020 to expend the funds by pouring more than \$1.6 million in food and grocery gift cards to City residents to address food security concerns as a result of COVID-19. The City is currently working to gather the supporting documentation and paperwork necessary to submit to Miami-Dade County for reimbursement.

3. Through the CARES Act funding provided to Miami-Dade County, more than \$1.9 million in Operating Cost Reimbursement funding was made available to the City. The City is currently working to request reimbursement from Miami-Dade County for cost incurred as a result of COVID-19 that were submitted for reimbursement, stemming from remote work accommodations, public safety, hazard pay for first responders, sick leave, staggered shifts, and other cost incurred by December 30, 2020.
4. The releasing of \$5,226,974.60 from City National Bank (CNB), which represented originally transferred excess pledged revenues for bond payments from resources such as FPL and Communication Tax Revenue in accordance with the bond agreement, over more than a three year period that were withheld, and subsequently released from withholding after successful negotiations by the City and CNB. These withheld funds were used to (a) pay \$115,405.50 in attorney fees assumed by the bank, (b) \$2,555,784.55 used to pay down the 2015A series bond and, (c) the remaining portion of \$2,555,784.55 was transferred from the Tax Revenue bank account to the General Fund operating bank account, these funds are currently being used in the budget to assist with long term planning in the Five-Year Recovery Plan.
5. Report on Charter County Transportation System Surtax Audit (CITT) for Fiscal Years 2014-2015, 2015-2016, and 2016-2017 by Miami-Dade County's Audit Management Department was released on January 2020, approximately \$901,927 was recommended for release to the City and received. The audit was completed with assistance from both the Finance and PTP Department.
6. Brought current, past due reporting of the Federal Equitable Sharing program administered by the Federal Department of Justice and Department of Treasury, in compliance for the Opa-locka Police Department by submitting the Annual Certification Reports for years 2017, 2018, 2019 and 2020.
7. The City's Finance Department teamed with Human Resources for more accountability in its payroll process.
8. Completed the Annual Financial Report for the Fiscal Year Ended September 30, 2018 with assistance from City departments.
9. Reconciling of its cash bank accounts until Fiscal Year Ended September 30, 2019 and currently working on finalizing those open for the Fiscal Year Ended September 30, 2020.
10. Assisted with the recruitment of a much needed Budget Administrator and (2) new Accountants, one licensed as a certified public accountant (CPA) who is the only employee in the Finance Department that is certified.

11. Timely payments of outstanding long-term debt such as the 2011 A&B Bonds, 2015 A&B Bonds, and the State Revolving Loans and Miami-Dade County debt.
12. FY2020 payment of approximately \$934,475.43 for the Red Light Camera outstanding debt.
13. Developed a Monthly Operational Plan for the Finance Department.

Challenges of the Finance Department

1. Recruitment of a Finance Director and Senior Accountants.
2. Continue with the Transition of Staffing the Finance Department at Budgeted levels.
3. The Coronavirus pandemic and its impact on the City through disrupted services, utility revenue collections, reductions in state revenue sharing, increased medical and sick leave, public safety and sanitation spending, and sickness as a result of the virus.
4. Collectability of prior year Utility Billing Revenues for both water and sewer revenues outstanding that precede the transitioning to Miami-Dade County as the City's billing service provider to its customers. In addition to the collectability of current year Utility Billing Revenues billed post transiting to Miami-Dade County as the billing service provider to its customers, as a result of the impact of the COVID-19 pandemic and policy changes in collection. More details to be provided by the Director over Utility Billing.
5. Functioning without a full time Purchasing Officer creates a strain on the Finance Department, this is because some of the duties of the Purchasing Officer such as overseeing the review and processing of purchase requisitions and purchase orders through the ERP system on a full-time basis significantly impacts the posting of transactions that go through the ERP system which is more than 60% of the City's transactions outside of employment wage and benefits, and debt related expenditures. As a result, there are numerous adjustments and correction of errors that are required to be made at year-end and ongoing by the Finance Department to maintain good accounting records in accordance with generally accepted accounting principles (GAA) and budgetary guidelines.

Goals of the Finance Department

1. Updating the financial accounting and reporting system by leveraging a new Enterprise Resource Planning (ERP) system for the entire City government that is designed to leverage technology to meet the needs of the Finance Department, Building & License, Code Enforcement, HR, Risk Management and interfaces well with other departments.

This will be led by the IT Department with input by the Finance Department and other user departments.

2. Team building exercise.
3. Staff training and membership with the Florida Government Officers Association (GFOA). In addition to membership with both the Florida and American Institute of CPA's for CPA licensed employees.
4. Complete the Annual Financial Report for the Fiscal Year Ended September 30, 2019, the deadline due date based on an extension requested from the Joint Legislative Auditing Committee (JLAC) is March 15, 2021.
5. Complete the Annual Financial Report for the Fiscal Year Ended September 30, 2020, the deadline due date is June 30, 2021.
6. Resolving Operational Audit findings identified as weaknesses within the Finance Department.
7. Through a review of the City's records, we believe that approximately \$623,820.18 in over payments have been submitted by the City to the County for annual DERM payments, and have requested in a letter dated July 20, 2020 to Miami-Dade County's Department of Regulatory and Economic Resources, a review of supporting document and paper work concerning the excess payments. The goal is to have the DERM payments reviewed by the Audit division of Miami-Dade County to determine the outcome of the audit.

Major Challenge – Financial

The financial affairs of the City of Opa-locka, Florida ("the City") has been identified as one of the four major challenges of the City as a result of the City Commission adopting a Resolution to request a declaration that the City is in a state of financial emergency. As a result, Section 218.503 (1), Florida Statutes, required the City to be subjected to review and oversight by the Governor or the Governor's designee on the City's financial affairs, submit timely Annual Budgets, submit a Five-Year Financial Emergency Recovery Plan and more.

Some of the major areas surrounding the financial affairs of the City deal with the following: (a) payment of short and long-term debt, (b) payment to vendors and other creditors, (c) payment of wages, salaries and benefits, (d) financial management and monitoring of cash flow and liquidity, (e) reserve balances, (f) revenue generation and collection, (g) emergencies with a financial impact and more.

The City is current with long-term debt payments such as the 2011 A&B and 2015 A&B Bond, Miami-Dade County debt and recently made payment on current debt associated with the Red Light Camera program to the State of Florida; timely reporting and payment of wages, salaries and benefits to its employees and have been managing and monitoring its finances routinely. Recently, the City submitted its Annual Budget for FY2020-2021 for review and approval by ordinance by the City Commission, in addition to submitting the Five-Year Financial Emergency Recovery Plan to the Governor's designee, which received approval. In addition, as a result of the review and approval process by the Financial Oversight Committee of vendor payments to monitor the City's outflows in comparison to the Annual Budget, there are delays in timely payment of vendor invoices and the posting of these current liabilities into the accounting and reporting system. Instead, a manual approach is being utilized to determine Accounts Payable at the fiscal year end.

In earlier 2020, the Coronavirus (COVID-19) spread around the globe resulting in social and business disruption. The operations and business results of the City were initially significantly impacted as a result of the pandemic, with financial implications, such as unforeseen cost associated with the pandemic, reduction in productivity locally, public safety, health and medical concerns, strain on service and resources due to sickness and more. The Coronavirus pandemic has impacted the City through disrupted service and operations, utility revenue collections and increased medical and public safety spending, sick leave as a result of sickness and other concerns. The consequences, in turn, have affected the City's local economy which surrounds 4.2 square miles. The City is an important contributor to the local economy, and have been monitoring its Annual Budget, reserve balances and accessing the Coronavirus Relief Fund, CARES Act funding provided to state and local governments. The City was awarded more than \$1.9 million funding through cost reimbursements to offset the cost of COVID-19 for cost incurred for sanitation, the food drive, and hazard pay for first responders, public safety and medical equipment and supplies, remote work set up, public safety and more, to assist with navigating the impact of the COVID-19 pandemic on operations. The City also sought funding allocated for programmatic dollars to provide a Housing and Grocery Gift Card program where \$2.1 million was awarded.

As a result of the declaration of financial emergency and staffing shortages, the City was not able to produce a timely Annual Budget and the appropriate timely approval by the Governor's designee that preceded the Annual Budget being approved. However as of the October 1, 2019 – September 30, 2020 fiscal year, the City timely submitted its Annual Budget for the first time since declaring a financial emergency to the Governor's designee for approval and started its Annual Budget effective October 1, 2019. Since then, the October 1, 2020 – September 30, 2021, Annual Budget was timely approved and implemented.

Compliance Audits

The City had been behind in producing an audit of its annual financial reports for more than four years, which is required to be submitted annual for local governments to the State of Florida,

through Florida Statutes, Chapter 218. The City has been working to complete the following audited annual financial reports to become current:

<u>Report</u>	<u>Completed</u>
• Annual Financial Report for the Fiscal Year Ended September 30, 2015 • Annual Financial Report for the Fiscal Year Ended September 30, 2016 • Annual Financial Report for the Fiscal Year Ended September 30, 2017 • Annual Financial Report for the Fiscal Year Ended September 30, 2018	February 2018 March 2019 September 2019 May 2020

The City is in the process of preparing to undergo the annual financial audit for the fiscal year ended September 30, 2019, and will then move forward with the fiscal year ended September 30, 2020 annual financial audit.

The City had also been behind in completing the annual audit of surtax funds from Miami Dade County's, Citizen Independent Transportation Trust (CITT), however recently completed a majority of the past due audits.

<u>Report</u>	<u>Completed</u>
• Charter County Transportation System Surtax Audit for Fiscal Year 2015-2017 • Charter County Transportation System Surtax Audit for Fiscal Year 2018 •	December 2020 January 2020

The City will begin working on the surtax audit for Fiscal Year 2019 once the Annual Financial Report for the Fiscal Year Ended September 30, 2019 is completed.

Operational Audit

The Finance Department has been working on addressing the Florida Auditor General Operational Audit findings identified as weaknesses within the Finance Department, in addition to assisting with other findings that have a financial implication. New policies and procedures have been prepared and presented, and an ongoing effort to develop and design procedures and processes that can be implemented and monitored for effectiveness and efficiency.

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES

Workshop
Thursday, January 14, 2021
5:30 p.m.

1. WELCOME/OPENING REMARKS:

Mayor Matthew Pigatt called the Workshop to order at 5:30 PM on Thursday, January 14, 2021, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.

In his opening remarks, Mayor Pigatt stated that the workshop was called to discuss and get an update on the operational audit that was submitted to the Commission in 2019, with this time allowing the Commission to review what has been done so far and move the City’s business forward.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Alvin E. Burke, Commissioner John H. Taylor Jr., Vice Mayor Veronica J. Williams and Mayor Matthew Pigatt. Also in attendance were: City Manager John E. Pate (remotely), City Attorney Burnadette Norris-Weeks (remotely), and City Clerk Joanna Flores. Commissioner Chris Davis was not in attendance.

3. INVOCATION:

The invocation was delivered by Vice Mayor Williams.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC COMMENTS:

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

City Clerk Flores stated there were no public comments provided.

6. DISCUSSION ITEMS:

- **City of Opa-locka and Opa-locka Community Redevelopment Agency Operational Audit**

Mayor Pigatt gave City Manager Pate the floor.

City Manager Pate provided a historical background, explaining that an operational audit of the day-to-day operations of the City was conducted in 2019, which developed 99 findings. The City provided a response and was given approximately 18 months to implement policies, procedures and various other remediations to address the 99 findings. In December of 2020 the Auditor General's Office contacted the City Manager's Office to schedule the 99 findings review for March of 2021, providing a template for the City to provide preliminary responses to the findings to be submitted in mid-February, and then have an on-site visit in March. Manager Pate turned the floor over to Budget Director Robert Anathan to go over the spreadsheet's format, answer any Commission questions and have an open dialogue with staff.

Budget Director Anathan explained that the format for the conversation is the format provided by the State, including the left and center columns that the State provided, while the right-hand column is filled in by the City with actions taken to resolve the findings. He added that the report is being updated daily, and the report they received on Tuesday was updated as of 1:00 PM that afternoon. Because of the limited time left, that report was not reviewed by the City Manager or the Assistant City Manager. Mr Anathan explained that what the Commissioners have at this point is his commentary based on his work with the various department heads, to be responsive to the operational audit. The report indicates there are sixteen unresolved items, one of which he discovered in his files today that he had received input on in December, bringing the unresolved items down to fifteen. At ten minutes to five this evening, he got updated on nine more, which will have to be folded in and are not reflected in the report, demonstrating the real-time basis in which the document is being updated. The Director asked for guidance on whether the Commission wanted him to review all 99 items, or just answer any questions that might come up.

City Manager Pate suggested to provide background for the newly elected officials, by going over highlights of key areas and categories by department, including discussing the CRA and CMO in addition to areas of the report where there will not be a favorable change. The Manager offered as examples the finding regarding the City Manager search, acknowledging that there is nothing that can be stated in the affirmative that is going to change anything that occurred in the past, including potential corruption or policy violations. He added that the Budget Manager may want to touch on finding number one, and the City being in a financial emergency, which will not be resolved in March, when the City will still be in the financial emergency. Manager Pate stated that if Director Anathan touched on those caveats for the newly elected officials, he believes that the Commission can build from there.

Budget Director Anathan stated that it is challenging, but he will see what he can do with it and explained that in some areas of the 99 findings, the State is looking for documents, policies and procedures while in other areas they are looking for things to be fixed and is more of a position statement. He will try to pick and choose, but if it becomes too laborious, he asked that someone let him know he is getting too much into the weeds, and he will try to take a different direction.

Vice Mayor Williams asked Budget Director Anathan to present the findings one by one in order.

Mayor Pigatt asked Budget Director Anathan if the newly elected Commissioners were provided the original report packet with the findings and all of the background information.

Director Anathan stated that he did not do that and is not aware what was done in terms of the Commissioner briefings.

Clerk Flores stated that she asked that same question to Legislative Aide Grice, who said he had provided it to the newly elected officials.

Director Anathan presented the 99 findings spreadsheet; a copy is hereby attached to these minutes.

Mayor Pigatt opened the floor for questions and comments.

Mayor Pigatt asked Director Anathan how many of the findings have to be resolved by the time the auditors arrive in person.

Director Anathan stated that he does not have a precise answer, adding that if the standard is perfection then the City won't do as well as it could, but if the standard is how far the City has come in the 18-24 months since the audit, then he thinks the City is going to do very well because this is lightyears of improvement from what the audit identified two years ago. While he was not aware of any number, he said that maybe the Manager has been exposed to a number, but he thinks it is going to be a definition of what the bar is going to be, and he hopes it will be in terms of the improvements implemented.

City Manager Pate stated that he has had some conversations about what the measure will be, but has not gotten any clear feedback from the Auditor General's Office. The Manager committed to reaching out to his contact there, who had reached out to him in December, to look at that more closely. While he acknowledged that statute does speak on it, he did not want to quote it because he did not have it in front of him.

Mayor Pigatt stated that based on last year's House Bill 1209 on the dissolution of municipalities, one of the criteria was a Grand Jury or Auditor General issuing a report that contains a significant number of findings. The Mayor added that the State would have been able to act had the bill passed, if the municipality failed to resolve five or more of those findings within twelve months of the issuance of the report. He asked how many are in a satisfactory state right now.

Director Anathan said he doesn't have a number at his fingertips, but that some like the audit by definition can't be deemed to be satisfied as of this moment. The Director stated that by the time the report goes in on February 28th, that the City should be in a position to discuss every one, and where a long-term issue is involved, indicate the progress that has been made so far. Having six

weeks from tonight, he asserted that they are mostly all doable, and if the number is five, then that creates the standard for moving forward.

Mayor Pigatt stated that's based on the proposed bill, but that he believes the City should shoot way higher than that. He recalled a report that the Commission received from the City Manager's Office on December 4th, which stated that 45 of the 99 findings were satisfactory, which the Mayor acknowledged was a huge accomplishment. The Mayor said he is looking forward to having the auditors coming in and verifying that it is satisfactory for them. He shared that this is extremely important to the Commission, recalling that when it was submitted, it was directed at the Commission including the Mayor's name on the letter, so it must be handled very carefully. Mayor Pigatt expressed that it was one of the most enlightening documents he has ever read about the conditions and state of the City of Opa-locka, helping to formulate a game plan than can be put in place to address a myriad of issues, not just the base-level recommendations that the Auditor General's Office put out, but it gives the Commission and opportunity to look at what the City can do even better. He looks at it as a blessing to have a clear analysis of what needs to be done to make sure that the government operates in the best interest of the people. Mayor Pigatt asked if those that are works in progress or are unresolved, have had a work plan attached to them, including a timeline for their completion.

Director Anathan stated that by definition, the work plan is going to cover the next three to four weeks. Of the sixteen unresolved on the page, one clearly has a policy procedure that he had lost track of that he got in December, and he got updates tonight on nine which he has to work through to make sure that they fully identify all of the recommendations that have been put forth by the State. The Director reported that the good news is he doesn't have a budget to worry about at the moment, or much else to worry about, so this is full time employment for him.

Mayor Pigatt stated that what he is hearing is that the timeline is by the time the auditors gets here and the work plan is for Mr. Anathan to make sure it gets done. The Mayor pointed out to the Commission that there are a number of categories that have a significant number of findings, including finance, purchasing, budget and the CRA which narrows down what the Commission should take a look at in more detail. He expressed that the audit findings document along with the state of the City report are critical in helping to understand the current challenges that must be addressed first as a City. There are a few that he thinks are significant, including securing an internal auditor so that the City can have a person who can make sure that policies and procedures are being followed. The Mayor noted that over and over in the document, there were policies and procedures that were not in place, or they were not being followed. As he explained, one of the recommendations speaks to how key level staff and the City Manager's Office are critical to making sure that policies and procedures are being followed. Mayor Pigatt asserted that he thinks it is important to look into an internal auditor so that this doesn't happen again within the City. He also asserted the importance of looking into when the City is going to get a person for purchasing, because it is a large part of what the City government does and has direct connections to finance,

budget, and the overall movement of the City. What the Commission would like to see as a priority in the budget, needs to be provided to the City Manager, including whether the City is going to get a building & licensing person, a purchasing person, or people to clean up the parks in operations. In concluding his remarks on the operational audit, Mayor Pigatt stated that he really hopes the Commission really goes through the background, because it is extremely enlightening.

Vice Mayor Williams remarked that it was nice to know that the Commission's vote on asset management will assist in resolving a few of the findings, which made her feel very comfortable with the decision. The Vice Mayor also wholeheartedly agreed with Mayor Pigatt's statement. She inquired about Finding #72, asking if there is a bid process, including the number of bids that must be turned in for the acceptance of a vendor, and whether or not the lowest bidder is chosen.

City Manager Pate said that her inquiry falls under budget/procurement, and that Budget Director Anathan is a subject matter expert, so he will let him answer her.

Budget Director Anathan explained that the City's procurement code requires that a more rigorous set of quotes be acquired as the amount of goods and services to be obtained becomes greater. Specifically, anything under \$1,000 is just basically a phone call to go for it. Between \$1,000 and \$2,500, two phone quotes must be obtained and documented as justification. Between \$2,500 and \$7,500, three phone quotes must be obtained and documented. Between \$7,500 and \$25,000 three written quotes must be obtained. Anything over \$25,000 has to be brought to the Commission for approval and requires a formal bidding process, going out with an RFP and an evaluation committee, unless it falls into an exemption category.

Vice Mayor Williams asked for clarification on whether a phone or written quote are needed if a bid is not over \$1,000.

Budget Director Anathan stated that in essence it is just necessary to pick up the phone, get the price, submit the requisition, get the purchase order, present it to the vendor and get the goods and services.

Commissioner Burke thanked City Manager Pate, his staff, and Budget Director Anathan, acknowledging that things look a whole lot better than they did when the Commission was first elected. The Commissioner encouraged them to keep doing the work that they are doing, in hopes that by the time the auditors get to the City in March, that they will be satisfied.

Commissioner Taylor asked if the position of the auditor is being advertised.

City Manager Pate stated that it has not even been determined if it will be staffed as an internal position or if it will be contracted out, but it will be explored as Mr. Anathan spoke on it earlier. The Manager acknowledged that once the 99 findings have been implemented and the changes have been made, the Commission will want to make sure the policies continue to be adhered to

through an internal audit function, to ensure that the City can continue moving forward in a positive direction.

Commissioner Taylor asserted that he just wants to ensure that once the audit is passed, that the great City status can be maintained.

City Manager Pate thanked Mr. Anathan for his hard work and effort to navigate the City through the process and being the liaison to the staff. He reported that the Auditor General's Office reached out to his office in December, and that he told them that we will see what happens in consideration of the pandemic, but they will be in the City in March. The Manager added that he has been having conversations with the Governor's designee in regard to the visit, and additional conversations will be had about what will be looked at for a favorable result, to define the measures and goals for the City.

Mayor Pigatt closed by stating that he thinks this is a huge step for this City and is extremely important. He thanked all of the staff that has been putting in the work, including Mr. Anathan that has been leading, and Manager Pate for making sure it all gets done in a timely manner, so that when the audit comes around, Opa-locka looks like a City on the move. Mayor Pigatt concluded by thanking the Commission and staff for coming out two nights in a row, in order to handle the people's business.

7. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Burke, seconded by Vice Mayor Williams to adjourn the meeting at 7:06 p.m.

Matthew A. Pigatt
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
1	Although the City generally complied with the provisions of the State and Local Agreement of Cooperation executed pursuant to the Office of the Governor Executive Order No. 16-135 and the Financial Emergency Board recommendations, the City did not comply with the Agreement provisions pertaining to the 5-year financial recovery plan and budget or the Board recommendations pertaining to motor vehicle use and tangible personal property accountability.	To improve the City's financial condition, the City should ensure timely compliance with Agreement provisions and Financial Emergency Board recommendations.	Addressing items in the Summary of Findings, City believes it is either in or will be in compliance with the Agreement: (1) Five-year financial recovery plan submitted on schedule and accepted without modification. (2) FY 21 budget submitted on schedule and accepted without modification. (3) Vehicle policy implemented to ensure only used by appropriate employees under appropriate conditions with no vehicles assigned to elected officials. (4) Asset consultant engaged to meet fiscal audit and operational audit requirements. City is in close and regular communication with State Office of the Inspector General to ensure ongoing progress.
2	Our financial condition assessment procedures disclosed deteriorating City financial conditions. Of 16 key financial indicators, 13 indicated an unfavorable rating.	The City should take appropriate and timely actions to address the various control deficiencies discussed in this audit report that affect the City's financial condition and implement the 5-year financial recovery plan as required by the State and Local Agreement of Cooperation.	Five-year recovery plan accepted without modification and implemented. FY 20 very preliminary results reflect substantial surpluses which should translate into an improving financial condition assessment with completion of the FY 20 financial audit.
3	The City did not comply with its General Fund reserve policy and did not establish reserve requirements consistent with Government Finance Officers Association (GFOA) recommendations.	The City should ensure that the General Fund reserve amount is maintained in accordance with the City's General Fund reserve policy and document consideration as to whether the policy should be revised to be consistent with GFOA best practices.	A General Fund reserve policy has been implemented consistent with GFOA standards and highlighted in the FY 21 budget and five-year recovery plan with the General Fund available fund balance targeted to be \$4.5 M vs. a GFOA target of \$3.3 M. Although implemented, this policy remains to be codified.
4	The City Commission had not established target amounts of working capital that should be maintained for the City's three enterprise funds.	The City Commission should adopt a policy establishing minimum target amounts of working capital funds that should be maintained for the City's three enterprise funds.	A policy has been implemented consistent with GFOA standards and highlighted in both the FY 21 budget and five-year recovery plan. Although implemented, this policy remains to be codified.

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
5	The City did not timely provide for and submit required annual financial audits and annual financial reports. Consequently, through July 2018, State agencies had withheld from the City approximately \$1.2 million.	The City should enhance efforts to ensure, in accordance with applicable State law and City ordinances, that annual financial audits are completed and timely presented to the City Commission and timely filed with the Auditor General and that audit reports and AFRs are timely submitted to the Department of Financial Services (DFS).	The City has now completed four financial and ancillary audits retroactively through FY 18 and is scheduled to complete FY 19 by March, 2021 and FY 20 by June, 2021 to become fully current and compliant.
6	As of February 2019, the City's strategic plan had not been updated since September 2014 to reflect changing circumstances, impacting management's ability to implement the plan and effectively prioritize the use of City resources.	To enhance the efficiency and effectiveness of City operations, the City strategic plan should be monitored and periodically reassessed and updated to address changes in City circumstances.	City is in preliminary phases of updating the City's strategic plan.
7	During the period September 2014 through April 2018, the City experienced significant turnover in certain key management positions, which may have contributed to the numerous control deficiencies and instances of noncompliance disclosed in this report.	To promote efficient operations, high quality services, and the consistent application of City policies and procedures, the City should strive to provide stability in key management positions. Such efforts should include documented consideration of any City actions that may increase turnover in key management positions and strategies to limit the negative effects of such actions.	Unresolved
8	The City had not established an internal audit function or otherwise provided for internal audit activities to assist management in maintaining a comprehensive framework of internal controls.	The City should establish an internal audit function to assist management in maintaining a comprehensive framework of internal controls. If it is not feasible to establish a separate internal audit function, the City should consider either assigning internal audit responsibilities to City employees or obtaining the services of an accounting firm.	The five-year plan has limited capacity for additional staffing and an internal auditor is not envisioned at this time. Financial operations should be fully restored to effective operations by the end of FY 21 and it is anticipated that limited outside auditing services will be incorporated into the FY 22 budget. Also see comments in Risk Assessments (Finding #10)

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
9	The City needs to establish policies and procedures for communicating, investigating, and reporting known or suspected fraud. In addition, the City Honor Code needs revising to ensure the provisions specifically pertain to City employees and officials.	The City should establish policies and procedures for communicating, investigating, and reporting known or suspected fraud. Such anti-fraud policies and procedures should (1) define fraud and provide examples of acts constituting fraud; (2) require individuals to communicate and report known or suspected fraud; (3) provide for anonymous reporting of Whistle Blower Act or Honor Code violations or known or suspected fraud; (4) require officials to keep accurate records of known or suspected fraud reported; (5) assign responsibility for investigating potential incidents of fraud and for taking appropriate action; and (6) provide guidance for investigating potential and actual incidents of fraud, reporting evidence obtained by the investigation to the appropriate authorities, and protecting the reputations of persons suspected but determined not guilty of fraud. The City should also revise the Honor Code to ensure the provisions specifically pertain to City employees and officials.	Unresolved
10	The City did not perform documented periodic risk assessments to help ensure that adequate internal controls were in place to minimize fraud risks and control deficiencies that could adversely affect City operations.	The City should document the performance of periodic risk assessments that identify and analyze fraud risks and control deficiencies and prescribe appropriate responses.	The City's financial consultant is developing a high level risk assessment plan to permit cross-department risk assessment teams to assess department risk profiles.

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
11	City controls over the budgetary process need enhancement.	The City should enhance controls over the budgetary process to ensure that (1) budget hearings are advertised and held in accordance with State law; (2) Commission-approved budgeted expenditures are properly recorded in City accounting records; (3) actual expenditures are limited to budgeted amounts as required by State law; (4) City Managers prepare and make public quarterly reports comparing actual to budgeted expenditures; (5) the Finance Department prepares and distributes monthly budget-to-actual reports as required by City ordinances; and (6) budgets are periodically amended to reflect changes in City expectations for revenues and expenditures.	In compliance except as noted: (1) TRIM compliance package accepted with one comment - In regard to required budget advertisement, City received permission to modify display of reserves before placing advertisement. In reviewing compliance package, State reversed itself, but indicated not material. (2) Budget amendments promptly posted after State approval, verified through controls and posted promptly on City website. (3) Controls in procurement system blocks purchases exceeding available budgets, precluding exceeding budgets. (4) Quarterly budget / actual reports will occur in latter FY 21. For last several years Accounting, with limited resources, has focused on prior year audits, resulting in recording of current year results not occurring timely, undermining ability to produce meaningful quarterly reports (5) Monthly reports not being produced as noted in prior comment although all divisions have access to the reporting system to regularly review results that have been recorded. These reports will be available in latter portion of FY 21. (6) Budgets are continuously amended as needed with six approved in FY 20 and the third one under development as of the start of January for FY 21.
12	City records did not support the equitable allocation of General Fund administrative costs to City enterprise funds.	The City should utilize a documented cost allocation methodology to equitably allocate administrative costs to City enterprise funds.	Allocation procedures developed, documented and utilized in development of FY 21 budget and five-year plan. General Fund administrative expense, insurance, IT, vehicle maintenance and municipal complex occupancy expense allocated among six funds.

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
13	Accountability over resources received by the City for participation in a law enforcement revenue sharing program needs enhancement.	The City should: (1) provide separate accountability in the City accounting records for the Federal Sharing Program proceeds; (2) timely record Federal Sharing Program activity in the City accounting records; (3) obtain missing bank statements for the accounts that receive Federal Sharing Program wire transfers and document the reconciliation of those statements to the City accounting records; (4) establish procedures to periodically reconcile the forfeiture logs, Application for Transfer of Federally Forfeited Property (DAG-71 Forms), Annual Agreement and Certification (Annual Forms), and City accounting records to each other and make necessary adjustments to the applicable records based on the results of the reconciliations; (5) after a seizure, or the Federal adoption of a State or local seizure, timely submit a DAG-71 Form to the United States Department of Justice (USDOJ); (6) timely file Annual Forms with the USDOJ within 60 days after the City's fiscal year end; (7) investigate and resolve the differences in amounts reported on 2015 and 2016 Annual Forms and complete and file corrected Annual Forms; and (8) ensure completion of annual Federal single audits within 9 months after the City's fiscal year end.	(1) New accounts being implemented for each of four sources of forfeitures to provide clear identification for reporting purposes. (2) City now timely deposits and records all receipts after all required forfeiture requirements have been satisfied. (3) City now has all bank statements, (4) (5) (6) City is now current in filing of annual report, (7) Sorting out issues related to FY 15 and FY 16 annual reports is a major challenge due to how records were then maintained and is deferred until Finance more caught up (9) Single audit done for FY 16 & FY 18, not required for FY 17 and will be part of FY 19 audit.
14	The City's management of State grants was ineffective as the City did not always ensure that grant expenditures were allowable, records were retained to support the allowability of grant expenditures, reimbursement requests were filed for allowable grant expenditures as soon as practicable, grant moneys were expended during the grant award period, or required grant reports were prepared and timely filed with the grantor.	The City should establish grant management policies and procedures to ensure that (1) grant expenditures are allowable, and records are retained to support the allowability of all expenditures for which reimbursement is requested; (2) reimbursement requests are filed for allowable grant expenditures as soon as practicable; (3) grant moneys are expended during the grant award period; and (4) required grant reports are prepared and timely filed with the grantor.	Finance-prepared policy and procedures addressing Roles and Responsibilities, Pre-Award Procedures (research, reviews and applications) and Post-Award Procedures (acceptance, accounting set-up, monitoring and report, accounting, procurement, extensions, close outs, annual audit, monitoring site visits and audits, file management and records retention and effective / revision date. CIP/Grants Coordinator (CGC) responsible for indicated steps.

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
15	The City did not always provide the accountability required by Department of Environmental Protection grant award and loan agreements. In addition, the City did not always promptly record grant and loan receipts in the City accounting records. During the period October 2015 through April 2017, the City received grant and loan proceeds of \$2.1 million from the Department of Environmental Protection.	The City should enhance procedures to provide separate accountability for grants and loans in accordance with the respective agreements and to ensure and document that all restricted moneys were used for authorized purposes. Additionally, the City should ensure that all grant and loan receipts are promptly posted to the accounting records.	(1) Each grant and loan has a separate account.(2) CIP / Grants Coordinator submits authorized expenditures to receive funds associated with the grants and loans with disbursements based on eligible expenditures, (3) All receipts of grants and loans posted as received.
16	Contrary to DFS guidance, the City had not established special revenue funds to maintain separate accountability for fuel tax revenues.	The City should establish separate accountability for fuel tax revenues and expenditures by using separate special revenue funds in accordance with the <i>Uniform Accounting System Manual (DFS Manual)</i> .	Fuel tax revenue and roadway expenditure related to this revenue are recorded in Safe Neighborhood CIP fund. However, the fund also has limited other funding sources and additional projects. Due to the limited amount of additional activity, the fuel tax revenue and resultant roadway work are easily identifiable, meeting the intent of a Special Revenue fund but not the formal definition of a Special Revenue fund. City's financial consultant is reviewing to determine if a separate fund should be established to further segregate gasoline tax revenue and associated roadway expenditures.
17	The City did not comply with the requirements included in an Interlocal agreement between the City and Miami-Dade County (County) regarding administration and use of discretionary sales surtax proceeds. As a result, the County suspended surtax distributions to the City effective November 2015 and, as of February 2019, the surtax distributions remained suspended due to the City's continued noncompliance.	The City should implement policies and procedures to ensure compliance with the Interlocal agreement surtax requirements and take prompt action to fully resolve the issues noted in the County Audit Division's surtax review report.	The underlying issue has been the lack of City financial audits and the ancillary audits to be provided to the County Audit Division. Completion of City financial audits for FY 15 thru FY 17 have been accepted by the County, resulting in the release of \$901,000. The completed FY 18 audit has been recently approved and City will receive approximately \$246,000. It is anticipated City will be in full compliance by the end of FY 21 with completion of FY 20 audit as of June, 2021.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
18	City procedures need enhancement to ensure that interfund borrowings and transfers are properly accounted for and comply with City ordinances.	City procedures should be enhanced to ensure that future interfund borrowings and transfers are properly accounted for and comply with City ordinances. Specifically, the procedures should require (1) the Finance Director to document a determination that any borrowed funds will not be needed during the lending period and that the funds for repayment will be available within a 2-year period (2) only surplus moneys be transferred from the Water and Sewer Fund; and (3) the City Commission to take official action to approve all interfund borrowings and transfers.	It isn't the City practice to loan or transfer resources between funds. This did occur once in the period of FY 13 to FY 15 when \$344,972 was transferred from the Water-Sewer fund to the CRA fund. This was rectified in FY 20 when this money was transferred back to the Water-Sewer fund after being approved by both the CRA Board and the City Commission. If in the unlikely possibility the need for this should arise in the future, a policy and procedures will be implemented in accordance with GFOA standards and the guidance provided by this audit.
19	The City had not established controls to provide adequate accountability for special events, including the donations and expenditures for such events.	The City should establish policies and procedures to require, for each special event, City Commission approval; periodic evaluations of the economic viability of the event, including determinations of the amount of public funds needed to subsidize the event; specific guidelines for soliciting donations and providing receipts to donors; and separate accountability for donations and expenditures.	To be presented at a future Commission meeting.
20	City procedures were not effective to ensure that payments were made from the appropriate bank accounts or that financial transactions were properly accounted for in the City accounting records.	The City should enhance procedures to ensure that payments are made from the appropriate bank account and financial transactions are properly accounted for in City accounting records. The enhanced procedures should address training for applicable City employees regarding the use of funds and account codes as prescribed in the <i>DFS Manual</i> .	The City's Procurement function reviews all requisitions to ensure proper assignment of account codes so that funds come from the correct bank accounts. The Accounts Payable function further verifies this information. All Finance employees have been provided the updated Uniform Chart of Accounts, 2021 edition and City has purchased the Governmental Accounting, Auditing and Financial Reporting (GAAFR) guide for training purposes.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
21	Journal entries to adjust account balances and transactions in the City accounting records were not always adequately supported or reviewed and approved.	The City should ensure that journal entries are properly supported by journal entry forms and additional documentation as necessary to support the purpose for and propriety of the amount of the journal entries and that evidence of supervisory review and approval of all journal entries is documented.	Policy and procedures in place (1) describing the preparation of journal entry forms and (2) supervisory review and approval
22	City controls over bank account reconciliations need improvement to ensure documented timely performance and review by individuals not assigned cash handling and journal entry duties; reconciling items are accurately identified, promptly and thoroughly investigated, explained, and documented; required adjustments to the general ledger cash account balances, as a result of the reconciliations, are timely made; and online access to electronic bank account statements is granted to appropriate employees.	The City should establish effective bank account reconciliation policies and procedures to require and ensure that (1) timely bank account reconciliations are accurately performed, appropriately documented, and reviewed and approved by individuals not assigned cash handling and journal entry responsibilities; (2) reconciling items are accurately identified, promptly and thoroughly investigated, explained, and documented; (3) required adjustments to the general ledger cash account balances, as a result of the bank account reconciliations, are timely made to avoid overdraft fees; and (4) online access to bank account statements is granted to appropriate employees.	Finance-prepared policy and procedures adequately addresses this finding including (1) Downloading prior month bank statements and prior month General ledger, (2) Development of deposit spreadsheets, (3) Preparation of reconciliation report, (4) Finance Director review once balanced, (6) Filing instructions.
23	Contrary to State law, the City had not established policies and procedures to ensure adequate integrity, security, confidentiality, and auditability of business transactions conducted using electronic funds transfers (EFTs). In addition, City controls need enhancement to ensure and document that EFTs are only made by authorized personnel and for authorized purposes.	The City should establish EFT policies and procedures and enhance controls to ensure (1) the duties of initiating, reviewing, and approving EFTs are appropriately separated from the duties of preparing bank reconciliations and journal entries; (2) the identities of persons initiating, reviewing, and approving EFTs and the authorized purpose for the EFTs are documented in City records; (3) banking agreements for all financial institutions conducting business with the City identify, by name, the employees authorized to initiate EFTs and those authorized to review and approve EFTs, and establish employee EFT dollar limits; and (4) banking agreements are timely updated for City personnel changes and EFT authorization privileges of employees who separate from City employment are promptly revoked.	Finance-prepared policy and procedures adequately addresses this finding including (1) establishment of agreements that (a) identify account title, (b) include manual signatures, (c) documentation retention requirements, (d) timely institution process (e) institution acknowledgment (f) identification of staff permitted to do EFTs and (2) operating activities (a) separation of duties, (b) timely updating of agreements (c) documentation of transactions

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
24	The City did not timely notify apparent owners of unclaimed property or annually report and remit unclaimed property to the Department of Financial Services, contrary to State law.	The City should establish policies and procedures to require and ensure timely notification to owners of unclaimed property and that unclaimed property is annually reported and remitted to the DFS. Such policies and procedures should assign responsibility to a specific position for such notification and reporting. Additionally, the City should file all past due reports and deliver the applicable unclaimed property to the DFS as soon as possible.	Unresolved.
25	The City did not timely submit to the State's Chief Financial Officer (CFO) the statutorily required annual reports of the City's public deposit accounts.	The City should establish policies and procedures designating to an employee responsibility for annually preparing and submitting the required report of public deposit accounts to the CFO. Additionally, the City should establish procedures to require supervisory personnel to ensure that the report is accurate and timely submitted pursuant to State law.	Finance-prepared policy and procedures adequately addresses this finding, including (1) identification of all open public deposit accounts (2) reconciliation of discrepancies (3) submission by November 30th after Finance Director review and approval.
26	City controls over petty cash funds need enhancement to ensure that petty cash disbursements are supported by dated receipts and documentation evidencing the authorized public purpose and that petty cash funds are timely counted and reconciled to receipts.	The City should revise petty cash policies to prescribe specific purposes for using the petty cash fund. The City should also enhance controls over petty cash to ensure that (1) City records are maintained in sufficient detail to document the authorized public purpose for all petty cash disbursements, (2) all petty cash fund disbursements are supported by dated receipts and receipts do not exceed \$50; and (3) petty cash funds are counted and reconciled to receipts weekly.	Policy & procedures implemented - (1) Describes how petty cash funds are maintained. (2) Required supporting documentation, (3) State Sales Tax Exemption. (4) Replenishment Procedures (5) Restrictions, (6) Forms

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
27	City records did not evidence that the City exercised due diligence in determining the fiscal viability of purchasing a \$7.9 million building to house its administrative offices and other tenants. Specifically, the City did not ensure the accuracy of reported renter lease information and building operating costs prior to purchasing the building and did not maintain records to support significant assumptions regarding the rental income anticipated to be generated from other tenants.	The City should establish policies and procedures that set forth guidelines and procedures to require, prior to the purchase of real property, that due diligence is performed in researching the property by obtaining one or more independent appraisals and inspections, verifying occupancy, obtaining copies of active lease agreements, and evaluating and considering the seller's operating information for the property. Such policies and procedures should clearly assign responsibility for obtaining and retaining records to support the performance of such procedures. In addition, the City should maintain records to support significant assumptions regarding the rental income anticipated to be generated by any City-owned real properties and take prompt and appropriate action to lease vacant Town Center I office space to maximize rental revenue.	Procurement policy implemented as follows: (1) Statement to be developed documenting the need for additional real estate. (2) Acquisition price based on three independent appraisals. (3) Professional engineering evaluation required. (4) Three years of certified operating results required. (5) If rental property, three years of certified results required. (6) Property manager engaged for rental properties. (7) Financial options evaluated. (8) City Attorney approval required. (9) Purchasing Officer to coordinate.
28	The City needs to enhance construction administrative policies and procedures to ensure that construction contractors are competitively selected in accordance with State law and City ordinances, construction services and related costs are not duplicated, contract addenda do not provide compensation for work already performed, City Commission approval is obtained for change orders exceeding \$25,000, contractors are timely paid to avoid work stoppages, and contractors obtain payment bonds.	The City should enhance policies and procedures for construction administration to ensure compliance with applicable laws and City ordinances and that adequate documentation is obtained and maintained to support all phases of construction projects. Specifically, the City should ensure that (1) construction contractors are competitively selected in accordance with State law and City ordinances; (2) construction services and related costs are not duplicated, and contract addenda do not provide compensation for work already performed pursuant to original contracts; (3) change orders exceeding \$25,000 are not processed without City Commission approval; (4) contractors are timely paid to avoid work stoppages; and (5) contractors obtain payment bonds to provide assurance that subcontractors and materials suppliers will be paid for construction projects.	(1) City adheres to revised procurement code which requires all construction activity \$25K or more is competitively bid and lesser amounts in accordance with quote requirements. (2) All invoices are reviewed by PW Director / Staff to ensure accuracy of charges. (3) All change orders have been taken to Commission as budget amendments. (4) Payment procedures have been slowed by having to prepare packages for submission to State.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
29	The City had not established surplus land disposal procedures. Absent such procedures, the City did not always timely collect and deposit land sale proceeds, timely record land sales in City accounting records, or timely correct deed errors.	The City should establish and implement policies and procedures that delineate the responsibilities of employees involved in surplus land declarations and the related collection of land sale proceeds. Such policies and procedures should also ensure that land sale proceeds are promptly collected and deposited in the bank and timely recorded in City accounting records. In addition, the City should also take appropriate action to address the deed error related to the Parcel 4 sale.	Policy and procedures implemented as follows: City Manager will (1) determine surplus status and advise Commission, (2) have property declared surplus by resolution. (3) Determine most appropriate process to sell and how to advertise. (4) recommend most favor bid or reject all bids. (5) If a bid is deemed acceptable, submit to Commission for approval. City Attorney will (1) Prepare appropriate resolutions, (2) Oversee closing process, (3) Ensure deed recording. Finance Director will (1) Ensure transaction properly recorded in City accounts and proceeds timely deposited.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
30	The City had not established appropriate accountability for its tangible personal property (TPP) with acquisition values totaling \$11.5 million.	To establish and maintain appropriate accountability for City TPP, the City should update the <i>Manual</i> to establish TPP accountability and capitalization thresholds and include comprehensive policies and procedures for the acquisition, management, and disposal of TPP items and for maintaining control over attractive and sensitive items with costs below the TPP capitalization threshold. The <i>Finance Department Policies and Procedures Manual (Manual)</i> should also require that employees receive the training necessary to understand and correctly record purchased capital assets consistent with the capitalization threshold. In addition, the City should (1) ensure that all applicable fields for each property item are properly completed in the City's property management system and (2) affix property tags, or otherwise mark, each TPP item with a unique property number. Further, the City should document compliance with the <i>Manual</i> by physically inventorying all TPP on an annual basis, comparing the inventory to the TPP records, and reconciling any noted discrepancies. Any property items located during the inventory process that meet the established capitalization threshold should be included in the inventory records, and items not located should be promptly reported to the property custodian to cause a thorough investigation to be made. Finally, based on the results of the investigation, the City should file a report with the appropriate law enforcement agency for items not located.	City has engaged consulting firm to conduct a complete asset valuation study, including identification and tagging of all tangible personal property, developing insurance valuations and to provide assistance in development of supporting policies and procedures. Scheduled for completion as of the end of March, 2021. City's current fixed asset system is deficient and full and effective implementation is dependent on City obtaining a state-of-the-art ERP which is intended to begin in FY 22.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
31	The City had not established policies and procedures to ensure that City property was adequately insured and had not developed a formal contingency plan in the event that uninsured losses are incurred in a catastrophic event.	The City should (1) establish policies and procedures that address the level of insurance coverage to be maintained and the method to be used to determine insurable values; (2) enhance procedures to require periodic analyses of the adequacy of property insurance coverages, including a comparison of City-owned property and estimated replacement values to insured property and coverage amounts; and (3) develop a formal contingency plan that identifies financing resources that can be used to cover uninsured losses resulting from a catastrophic event.	(1) As noted in Finding # 30 City has engaged consulting firm to conduct a complete asset valuation study including developing insurance valuations. (2) Firm will update annually and will assist in developing policies and procedures to accomplish this. Previously City relied on Florida Municipal Insurance Trust for this service. (3) City's first line of defense for catastrophic loss is the build up of reserves. It isn't believed that the City can obtain an affordable line of emergency credit at this time.
32	City records did not evidence City Manager approval and justification for employee take-home motor vehicle assignments. In addition, neither the City <i>Employee Handbook</i> nor any other City-established policies or manuals addressed elected official's use of City motor vehicles or the preparation and maintenance of motor vehicle usage logs.	The City should enhance controls governing the assignment, use, and maintenance of motor vehicles by (1) ensuring that the City Manager documents approval and justification for each employee take-home motor vehicle assignment and (2) addressing the legal authority for elected officials' use of City motor vehicles in City policies and procedures and specifying the authorization documentation and monitoring requirements for such use. In addition, the City should enhance City policies and procedures to require motor vehicle usage logs that document, for example, the vehicle driver, vehicle usage mileage (beginning and ending odometer readings), and purpose for each use. To evidence the reasonableness and propriety of City motor vehicle use, the vehicle usage logs should be reviewed and approved by appropriate supervisory personnel, and retained.	HR-developed policy includes the following: (1) Requirements, including City Manager or designee approval, for take home vehicles. (2) Elected officials not assigned City vehicles except on a limited basis for official use only. (3) Monthly vehicle logs to be used.
33	The City did not include the value of personal use of City motor vehicles in the gross income reported to the Internal Revenue Service (IRS) for applicable City officials and employees.	City policies and procedures should be enhanced to ensure that the value of personal usage of City-provided motor vehicles is included in the applicable individuals' gross income reported to the IRS.	This is now coordinated between HR and Finance resulting in 12 employees with take-home vehicles having this reflected in their gross income for tax purposes for FY 20.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
34	The City had not established policies and procedures regarding the use of its fuel pumping station. In addition, the City's fuel management system did not provide for adequate accountability of fuel pumping station inventory and fuel distributions to City officials and employees.	If the City elects to re-open the fuel pumping station, the City should establish policies and procedures regarding use of the fuel pumping station. Such policies and procedures should provide enhanced measures to ensure that fuel is only pumped into City motor vehicles, provide for accurate tracking of fuel pumped for each City vehicle, and require comparisons of fuel usage with actual vehicle mileage (documented by vehicle usage logs) for reasonableness.	(1) City has no plans to open fuel pumping station. City controls fuels usage through the WEX system with fuel cards which require vehicle mileage submitted with each fuel purchase, which precludes using card for private vehicles. Monthly reports distributed to departments for analysis.
35	The City had not established policies and procedures for motor vehicle repairs and maintenance. In addition, the City had not implemented a comprehensive motor vehicle preventative maintenance plan or a system for tracking each motor vehicle's repair and maintenance costs and documenting periodic motor vehicle cost-benefit analyses for vehicle disposition and replacement decisions.	The City should (1) establish effective policies and procedures for motor vehicle repairs and maintenance; (2) implement a system for tracking each motor vehicle's repair and maintenance costs; (3) continue efforts to develop a comprehensive motor vehicle preventative maintenance plan; and (4) perform periodic documented assessments of motor vehicles to identify inoperable vehicles and determine whether such vehicles should be repaired, used for spare parts, or otherwise disposed of and replaced.	(1) Comprehensive policy and procedure document developed. (2) City is acquiring software for tracking vehicle repair and maintenance costs. (4) Identification and processing of vehicles no longer cost-effective covered in policy.
36	City controls and records did not provide for adequate accountability over the purchase and use of the City's motor vehicle parts inventory.	The City should (1) establish policies and procedures regarding the purchase, control, and use of repair and maintenance parts; (2) maintain a record of repair and maintenance parts purchased, used, and on-hand; and (3) implement a work order system or other methodology for documenting the use of repair and maintenance parts for City motor vehicles to associate parts costs with specific motor vehicles. Such information is useful in determining whether to repair or replace a vehicle and provides additional accountability for the use of purchased parts.	Policy and procedures implemented covering (1) vehicle maintenance organization, (2) receiving, (3) purchasing parts and services, (4) interfacing with accounting, (5) parts storage (6) inventory control, (7) processing requisitions, (8) issuing parts, (9) stock replenishment, (10) maintenance of records and controls, (11) disposal of obsolete parts, (12) reports
37	Contrary to City ordinances, the City had not established debt management policies and procedures.	The City should establish debt management policies and procedures that are consistent with GFOA best practices.	Unresolved.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
38	Contrary to GFOA best practices, the City contracted with its bond counsel in April 2015 without using a competitive selection process and paid the bond counsel \$40,000 for services associated with issuance of the Series 2015A Tax-Exempt Capital Improvement Revenue and Refunding Note and Series 2015B Taxable Capital Improvement Revenue Note.	The City should select professionals, such as bond counsel, by employing a competitive selection process whereby requests for proposals (RFPs) or requests for qualifications are solicited from a reasonable number of professionals.	Selection of professionals such as bond counsel is covered within the procurement code.
39	The City did not always timely record and deposit cash collections or consecutively use prenumbered receipts for non-utility cash collections.	The City should enhance controls over cash collections to ensure that (1) prenumbered receipts are used in consecutive order for all non-utility cash collections at all City cash collection points; (2) a control record is maintained for prenumbered receipts; and (3) cash collections are promptly recorded and deposited.	Policy and procedures implemented: (1) Cashiers must account for numbered receipts, including voided receipts. (2) Current City finance system doesn't permit connection electronic connection between deposits and numbered receipts. (3) Cash receipts are normally recorded and deposited daily (Brinks)
40	The City had not established policies and procedures for properly and consistently calculating, approving, and recording permit fees or for maintaining permit applications and other documentation supporting the permits issued.	The City should establish policies and procedures to ensure, among other things, that permit fees are properly and consistently calculated and approved and that permit applications and other documentation supporting the permit issuance are retained in City records. In addition, the City should refund to applicants the \$132 over assessed permit fees and seek to collect from applicants the \$492 under assessed permit fees.	Policy and procedures implemented: (1) IT automated department. (2) Building Official ensures correct rates being used. (3) Building Official to review all calculations before permits issued. (4) Major applications require electronic submission. (5) Prior over and under charges too old to correct.
41	Contrary to State law, as of August 2018, the City had failed to remit to the Department of Revenue (DOR) approximately \$3 million in collected traffic signal penalties for red-light violations.	The City should weekly remit to the DOR the traffic signal penalties collected as required by State law. Additionally, the City should continue to transfer to the DOR the past due amounts and contact the DOR about establishing a structured payment plan.	(1) City is forwarding current-year State fees to State on regular basis. (2) State fees received by City prior to October 1, 2019 being discussed at State level.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
42	The City needs to revise City ordinances to specify how to account for utility services customer deposits and the time frame for refunding deposits to customers. In addition, City controls need enhancement to require that the customer deposits payable account balance be periodically reconciled to the customer deposits subsidiary ledger balance and to ensure that customer deposits are timely refunded.	The City should revise the City ordinances to specify how to account for utility services customer deposits and the time frame for refunding deposits to customers. The City should also enhance controls to require and ensure that (1) the customer deposits payable account balance is periodically reconciled to the customer deposits subsidiary ledger balance and the customer deposits bank account balance and that any differences are promptly resolved and (2) customer utility services deposits are promptly refunded after utilities are disconnected.	Policy and procedures have been implemented as follows: (1) Outlining steps to be taken in closing accounts (2) indicating periodic reconciliation of customer deposits subsidiary ledger balance and customer deposits bank account balance (annually at a minimum) and (3) target of returning deposits within four to six weeks.
43	The City needs to establish policies and procedures to provide for the prompt billing of utility services customers, progressive strengthening of collection efforts for delinquent accounts, and reconciliation of the amount of water purchased from the County to the amount of water billed to City utility service customers to identify water loss so that timely actions can be taken to prevent such loss.	The City should establish policies and procedures and enhance controls to provide for (1) the prompt billing of utility services until the County takes over responsibility for billing all City utility services customers; (2) progressive strengthening of collection efforts for delinquent accounts; and (3) reconciliation of the amount of water purchased from the County to the water billed to City utility services customers to assist with identifying and remedying water loss.	Policy and procedure implemented: (2) Provides guidance on progressive steps to be taken in the collection of delinquent accounts. (3) The Budget Administrator prepares monthly reports on water loss and inflow and infiltration (I&I) performance.
44	The City needs to establish policies and procedures for the calculation, review, and approval of utility account adjustments.	The City should continue efforts to establish policies and procedures addressing utility account adjustments. Such policies and procedures should include a standardized methodology for determining adjustment amounts and specific guidelines for documenting the calculation, review, and appropriate approval of utility account adjustments.	Policy and procedures have been implemented as follows: (1) Describes circumstances under which an adjustment will be considered (2) establishing the basis for making adjustments based on either the correct usage, or estimated usage if the correct usage can't be established (3) the review and approval process.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
45	During the period October 2015 through April 2017, water and sewer service charges were not always assessed in accordance with rates prescribed by City ordinances and, consequently, the City under assessed a significant amount of water and sewer service charges.	The City should enhance controls to ensure that water and sewer service charges are assessed in accordance with rates prescribed by City ordinances. In addition, the City should, to the extent practical, take appropriate actions to collect the under assessed water and sewer service charges.	Policy and procedures have been implemented as follows: (1) PW Director is responsible for communicating all rate changes to the County Billing Director and City Utility Billing Manager for incorporating new rates into their respective billing systems. (2) Annually the PW Director will have the County Billing Director and the City Utility Billing Manager confirm in writing the rates used in their respective billing systems are consistent with the current adopted rates.
46	City personnel administrative regulations and procedures were not always followed when hiring City employees and City hiring practices need improvement.	The City should establish policies and procedures to ensure that (1) prospective employees submit a completed employment application; (2) prior to offering employment, City personnel document verification that prospective employees met the minimum education and work experience requirements established for the positions for which they are being hired; (3) prospective employees receive drug tests near the anticipated start of employment and City personnel document acceptable test results in the applicable personnel files prior to offering employment; and (4) the City provide each prospective employee a conditional job offer letter that includes the conditions and terms of employment. A copy of the conditional job offer letter should be maintained in City personnel files.	Policy and procedures implements (1) If candidate applied for position online, must complete employment application prior to interview (2) Offer of employment is contingent on candidate's successful completion of screening for drugs, background and employment and work history. (3) Drug test immediately prior to employment. (4) Selected candidate is sent offer letter conditional on satisfactory completion of various screenings. Letter includes conditions and terms of employment.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
47	City controls over background screenings for employees and certain volunteers and vendor employees need enhancement.	The City should ensure that background screenings are timely obtained and continue efforts to enhance established regulations to (1) clarify the type of background screening required for the various City departments and activities; (2) define what constitutes an acceptable background screening result, including identification of the types of offenses that would be considered disqualifiers or potential disqualifiers for employment; (3) describe the process for evaluating, and documenting in the personnel records consideration of, any offenses disclosed by a background screening; and (4) require background screenings to be initially and periodically obtained for City employees in executive-level positions and positions of special trust, as well as employees, volunteers, and vendor employees who work with vulnerable populations.	Policy and procedures implemented: (1) Identifies the different categories of employees and those working or volunteering for the City and the types and frequency of screening required. (2) Identifies screening results categories that may or will be disqualifying. (3) Describes the evaluation process when questionable issues arise and the need to protect all results of screenings. (4) identifies the need for all employees and those working or volunteering for the City to be initially screened and those categories requiring repeat periodic screening.
48	Contrary to City ordinances, the City did not establish a search committee to conduct a local and nationwide search for candidates for the City Manager position. In addition, the City provided a City Manager with a rental car without documented City Commission approval.	For future City Manager selections, the City should comply with City ordinances and establish a search committee to conduct a thorough local and nationwide search for candidates, evaluate candidates' qualifications, and recommend candidates for City Commission consideration. In addition, the City should limit City Manager compensation to that established by the City Commission.	Unresolved
49	Severance pay provisions in City employment agreements were not consistent with State law, and the City paid post-employment extra compensation to a City Manager contrary to State law.	The City should ensure that severance pay provisions in employment agreements prohibit severance pay when the employee has been fired for misconduct and that extra compensation is not paid after the service has been rendered or the contract made. In addition, the City should take appropriate action to recover from the former City Manager the extra salary compensation and applicable automobile costs.	Unresolved

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
50	The City, with no apparent legal authority, provided automobiles for the Mayor and City Commissioners' use. Also, contrary to City ordinances, which provide that the Mayor and City Commissioners may be reimbursed up to \$200 per month for documented expenses associated with their official duties, the City made monthly \$200 payments to the Mayor and City Commissioners without documentation of any expenses incurred. In addition, although the City treated the payments like expense allowances, the City did not include the payments in the Mayor and City Commissioners' earnings reported to the IRS and did not document a determination that the payments were exempt from such reporting.	The City should (1) discontinue providing automobiles to the Mayor and City Commissioners; (2) for any future reimbursement payments to the Mayor and City Commissioners, require the Mayor and City Commissioners to provide, prior to payment, documentation detailing the nature and purpose for the expenses for which they are seeking reimbursement; and (3) consult with the IRS to determine the extent to which the value of any personal usage of automobiles and payments made to the Mayor and City Commissioners should have been reported as earnings to the IRS.	(1) Elected officials are no longer assigned City vehicles. (2) Policy and procedures implemented to define allowable and prohibited costs and the manner in which expense reimbursement forms are processed. (3) The City now ensures that personal use of City vehicles is reflected in employee gross income for IRS purposes; however, the City hasn't contacted the IRS in regard to the past use of City vehicles by Commissioners due to the period of time that has passed.
51	The City had not established policies and procedures for determining whether workers should be classified as employees or independent contractors and we noted instances in which the City did not consistently classify workers.	The City should establish policies and procedures for determining whether workers should be classified as employees or independent contractors. In addition, the City should contact the IRS to officially determine the appropriate classification for the two workers.	Policy and procedures have been implemented to permit differentiation between employees and contractors based on IRS guidance. The IRS hasn't been contacted in regard to prior issues due to their no longer being current issues.
52	The City pay plan had not been updated to include certain employee positions. In addition, our examination of selected pay increases disclosed several increases that resulted in annual salaries that were not consistent with the pay plan.	The City should ensure that the City pay plan includes all City positions with the associated pay ranges and timely update the pay plan when new positions are created and enhance controls to require the Human Resources Department to verify that salary increases are consistent with the pay plan.	A pay plan had been developed based on information now deemed to be obsolete and is being redone.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
53	The City had not established policies and procedures requiring all employee timecards to be reviewed and approved by supervisory personnel and did not always pay employees in accordance with its pay plan.	The City should establish policies and procedures regarding approval of employee time worked and ensure documented supervisory review and approval of employee time worked and payment of employees in accordance with the established City pay plan.	Policy and procedure implemented describing the mechanical process for time keeping, the differentiation between exempt and non-exempt employees for overtime consideration, approval responsibilities and the resolution of disputes relating to the number of hours worked.
54	The City's personnel action form used to document personnel actions, such as appointments, salary changes, and promotions, were not always retained or signed by the required individuals prior to the effective date of the personnel action.	The City should establish policies and procedures regarding the preparation and approval of personal action forms (PAFs) and ensure that PAFs are timely prepared and signed by the required individuals.	Policy and procedures implemented indicating purpose of the Personnel Action Form (PAF), when it used and approval procedures.
55	The City did not always timely perform employee performance reviews required by City regulations.	The City should timely perform employee reviews as required by City regulations.	Implemented but not documented
56	The City needs to enhance its policies and procedures to ensure that all pay increases are appropriately supported.	The City should enhance policies and procedures to ensure that all pay increases are supported by records evidencing the reason and basis for the pay increases. For promotions, a determination that the employee met the education and work experience requirements for the position to which they are being promoted should also be documented.	Policy and procedures implemented addressing compensation on hire, promotion and demotion, including ensuring that staff promotions meet the education and work experience required by the position. Policy describes circumstances and limits for compensation increases.
57	The City incurred penalties totaling \$12,887 for incorrectly reporting and not timely remitting employee and employer Florida Retirement System (FRS) contributions to the Department of Management Services, Division of Retirement.	To ensure that employer and employee retirement contributions and the accompanying payroll data are accurately prepared and timely submitted to the Division as required by State law, the City should establish policies and procedures for the preparation, review, and submittal of FRS contributions and the associated data.	Unresolved

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
58	Contrary to City regulations, overtime was not always authorized in advance. In addition, the City paid \$1,177 for overtime to employees not entitled to overtime pay.	The City should comply with City regulations and ensure that all overtime is authorized in writing before the overtime is worked, overtime payments are supported by Overtime Authorization Forms, and only eligible nonexempt employees receive payments for overtime.	Policy and procedures implemented which indicates who is qualified to receive overtime, how it is computed, how it is approved and how it is processed.
59	The City had not established policies and procedures requiring, at the time of enrollment, verification of dependent eligibility to participate in the City's health insurance plan or periodic verifications that participating dependents continued to be eligible for plan services.	The City should require, upon enrollment of a dependent into the City health insurance plan, employees to provide applicable documentation, such as birth or marriage certificates, evidencing the dependent's eligibility. In addition, the City should establish policies and procedures requiring documented verifications of the documentation supporting each dependent's eligibility at the time of enrollment, and periodically thereafter, to ensure participating dependents continue to be eligible for plan services.	Unresolved
60	Contrary to State law, the City did not always timely pay group insurance premiums. As a result, coverage was temporarily suspended for certain individuals.	The City should take appropriate measures to ensure that insurance providers are promptly paid within 45 days of the date the invoice is received in accordance with State law.	Unresolved
61	City employees accumulated annual leave balances in excess of limits established in City regulations and the collective bargaining agreement.	The City should enhance procedures to appropriately limit accumulated annual leave balances maintained in employee leave accounts to the amounts established in City regulations and the collective bargaining agreement.	Unresolved
62	City leave payments to six City employees exceeded by \$42,261 the amounts allowed by City regulations and leave payments were not always supported by City records evidencing authorization for the payments.	The City should ensure that annual leave payments to employees are in accordance with City regulations. In addition, the City should take action to recover the leave overpayments totaling \$42,261.	Unresolved
63	City terminal leave payouts made to City employees upon separation from City employment exceeded by \$72,466 the amounts provided by City regulations or the applicable union contracts.	The City should ensure that terminal leave payouts are made in accordance with City regulations or the applicable union contract. In addition, the City should, as appropriate, seek to recover the net overpayments totaling \$72,466 from the applicable individuals.	Unresolved

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
64	Contrary to City ordinances, the City contracted with two former employees within 2 years of their separation from City employment.	City personnel should comply with established ordinances and not contract or transact business with former City officers, officials, or employees within 2 years of their separation from City employment.	A policy has been implemented that all contracts will be reviewed by the City's Procurement function to ensure compliance with this Code requirement.
65	Contrary to a City Commission resolution in January 2016, the City Manager did not perform an employee necessity study and report the study results to the City Commission. Absent a completed necessity study, the City Commission had limited assurance that staff reductions and position revisions promoted better functionality of the City.	For future considerations of staff reductions, the City Manager should follow City Commission directives or otherwise collaborate with the City Commission. In addition, future staff reductions should be supported by documented consideration of the potential negative effects of such reductions on the delivery of City services and City functionality and strategies to mitigate such effects.	Unresolved

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
66	City controls did not ensure that City records evidenced that all travel served a public purpose, travelers were reimbursed in accordance with City ordinances and State law, and travel advances did not exceed actual expenses.	The City should establish policies and procedures that provide for the effective administration of travel advances, travel reimbursements, and other travel-related expenditures. The City should also enhance controls over travel expenditures to ensure that (1) travel vouchers and other supporting documentation clearly evidence the actual travel expenses incurred and the public purpose served for all travel expenditures; (2) all travelers sign travel vouchers certifying that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official City duties; (3) all travel vouchers indicate the traveler's time of departure and return, and travelers are paid per diem or subsistence allowances based on time of departure and return in accordance with State law and City ordinances; (4) copies of conference or convention agenda or programs are retained for such travel, and per diem or subsistence allowances paid to the traveler are reduced for any meals included in the conference or convention registration fee; and (5) travel advance payments are compared to the actual travel expenses shown on travel vouchers prepared after the traveler's return date to verify that the advance payments did not exceed the actual travel expenses. If travel advance payments exceed the actual travel expenses incurred, the City should seek to recover the excess amount from the traveler.	A policy and procedures have been implemented which in addition to other information, incorporates all of the indicated recommendations for this finding.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
67	Requirements established in City ordinances regarding the procurement of commodities and contractual services need improvement to clarify the City Commission intent for and promote compliance with the requirements.	We recommend that City ordinances be amended to clarify the City Commission intent for the ordinance requirements and to help City personnel and others understand and comply with requirements in the City ordinances. Specifically, City ordinances should be amended to require that the City Commission employ, except in specified circumstances such as emergency purchases or sole source procurements, a competitive process for purchases of commodities that exceed \$5,000 and for procurements of contractual services of \$3,500 or more. In addition, City ordinances should be amended to explicitly require City Commission approval for purchases exceeding \$25,000 and specify how the City Manager is to use negotiations and informal bids for purchases not exceeding \$25,000. For example, specific procedures should address (1) the manner in which the informal bids may be solicited and the minimum number of informal bids to be obtained; (2) whether the informal bids should be used as the basis for the negotiations, specifically, whether the informal bids should be ranked and negotiations started with the highest-ranked firm; and (3) appropriate documentation of the negotiation and informal bid activities. The City should also explicitly identify and explain the basis for exceptions to the required competitive bid process. Further, City ordinances should be amended to correctly reference where the qualifications for the City Manager, City Attorney, and City Clerk positions are described. Alternatively, Articles I, III, and V, respectively, of the City Charter could be amended to prescribe the qualifications for those positions. Finally, City ordinances should be amended	The Procurement Code has been replaced as follows: (1) City Manager must approve all purchases over \$1,000. (2) Between \$1,000 and \$25,000 there is a set of quote requirements which become progressively more rigorous as the cost increases. (3) \$25,000 and above requires formal competitive bidding unless a codified exemption exists, (4) Commission approval is always required at \$25,000 and above. (5) City Manager informal negotiations under \$25,000 has been eliminated. (6) Currently neither the Code nor the Charter define minimum requirements for the City Manager, Clerk and Attorney. No action will be taken on correcting the references until a decision is made as to whether these requirements will be incorporated into the Code. (7) Insurance services are to be competitively bid, consistent with all other services. (8) City has adopted Resolution 20-9778 establishing an audit committee. This wasn't incorporated into the charter as recommended since it would require a referendum.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
68	City disbursement processing procedures were not up-to-date or sufficient to ensure the validity and completeness of vendor file information, preapproval of all purchases by appropriate City personnel, adequate supporting documentation for all expenditures, or proper distribution of checks to vendors. In addition, City procedures did not prevent the use of duplicate check numbers.	The City should update the <i>Finance Department Policies and Procedures Manual</i> to reflect current processes and enhance its disbursement processing procedures by (1) ensuring the validity and completeness of vendor file information by removing inaccurate, duplicative, or obsolete information; ensuring future vendor entries include pertinent, complete, and no duplicative information; and providing for periodic supervisory reviews of the vendors included in the vendor file; (2) requiring documented preapprovals and adequate supporting documentation for all expenditures; (3) modifying the City accounting system or taking other measures to prevent the use of duplicate check numbers; and (4) requiring that checks be mailed directly to vendors.	Unresolved
69	The City had not established procedures to promote compliance with the Local Government Prompt Payment Act and did not always timely pay vendors, resulting in late fees of \$5,007. In addition, as of March 15, 2017, the City owed Miami-Dade County approximately \$7 million for delinquent fees and charges.	The City should establish procedures that require and ensure invoice receipt dates are documented and invoices are promptly paid in accordance with State law.	City is current in its obligations in regard to the \$6 million owed to Miami-Dade related to water-sewer issues. Timeliness of payment is impeded by the additional step of taking approved invoices, which normally go directly to accounts payable, and instead batching them and prepare supporting documentation which first goes through two levels of State review before being returned to the City for payment. The City Purchasing function is working with AP to minimize the delay as possible.
70	City records did not clearly evidence the authorized public purpose served for expenditures totaling \$51,405. These expenditures included, for example, the purchase of items for giveaway events, food and beverage items, bowling, movies, and gift cards.	The City should document in its public records the authorized public purpose for the questioned costs totaling \$51,405. The City should also establish appropriate monitoring and pre-audit procedures to require and ensure that the public purpose for anticipated expenditures is appropriately documented before the expenditures are made.	(1) Due to the period of time that has elapsed, it isn't believed productive to investigate the public purpose of items in question. (2) The public purpose of all purchases, if not completely clear, will be required as a note on the requisition and carried to the purchase order.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
71	Controls over City-assigned credit cards need improving to ensure that credit card assignments are properly approved, user agreements are signed and maintained, credit limits do not exceed those established in City policies, all credit card charges are verified and approved, the City's sales tax exemption is properly utilized, credit card receipts are retained as required by the State records retention policy, and evidence of canceled credit cards is maintained.	As City personnel are still utilizing store credit cards, and the City Commission may decide to utilize bank credit cards in the future, City policies should be revised to (1) specify who is responsible for approving credit card assignments, maintaining a record of credit card assignments, and retaining signed user agreements; (2) require the retention of credit card receipts, signed user agreements, and other documentation pertaining to credit card usage for the period specified by the State records retention schedule; and (3) require cardholders be provided a copy of the City's sales tax exemption certificate and ensure that cardholders present the certificate copy to vendors so sales tax is not collected on purchases for the City. In addition, the City should also enhance controls over credit cards to ensure that (1) cardholder credit limits are consistent with City policies; (2) documentation is retained to evidence the assignment, including signed user agreements, and cancellation of credit cards and verification and approval of credit card charges by the cardholder and supervisory personnel; and (3) credit card receipts are obtained and retained.	City no longer uses credit cards. At such time that Purchase Cards may be introduced in the future, the City will review the controls implemented by other cities and ensure policies and procedures are implemented maximizing control and minimizing opportunities for fraud and abuse. 98819 00 0005
72	When purchasing commodities, the City did not always competitively select vendors in accordance with City ordinances.	City policies and procedures should be enhanced to ensure commodities are competitively procured in accordance with City ordinances.	As indicated in Finding #67, the Procurement Code has been completely replaced to ensure competitive bidding for all commodities and services, including quote requirements which become increasingly rigorous as the amount increase, culminating in a requirement for formal competitive bidding for amounts over \$25,000 unless an exemption applies, including utilization of an evaluation committee adhering to prescribed procedures.. As noted, procurement over \$25,000 requires Commission approval to ensure full transparency.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
73	Contrary to City ordinances, the City did not always use a competitive selection process to procure vendor services and City controls over the competitive procurement of services need enhancement. In addition, City records did not always demonstrate that the City Commission selected the vendor whose proposal was most advantageous to the City or that the City Commission approved purchased services costing over \$25,000.	The City should enhance policies and procedures to ensure (1) competitive procurement of services in accordance with City ordinances; maintenance of records evidencing procurements of services, including quotes or proposals submitted in response to RFPs and evaluations of such proposals; (2) use of detailed descriptions of evaluation criteria and written evaluation committee instructions for reviewing and scoring RFP responses using those criteria; (3) documented explanations when individual evaluator scores vary significantly for a specific criterion; (4) maintenance of records justifying procurement decisions that deviate from evaluation committee recommendations; and documented City Commission approval for purchased services costing over \$25,000.	As indicated in Finding #67, the Procurement Code has been completely replaced to ensure competitive bidding for all commodities and services, including quote requirements which become increasingly rigorous as the amount increase, culminating in a requirement for formal competitive bidding for amounts over \$25,000 unless an exemption applies, including utilization of an evaluation committee adhering to prescribed procedures. As noted, procurement over \$25,000 requires Commission approval to ensure full transparency.
74	City contractual services procurements were not always supported by a written contract that included the provisions and conditions required by City ordinances.	The City should enhance policies and procedures to ensure that every contractual services procurement is evidenced by a written contract that includes the provisions and conditions required by City ordinances, including specified deliverables and a requirement for the vendor to provide sufficiently detailed invoices evidencing services performed at agreed-upon rates.	Policy and procedures have been implemented as follows: (1) All contracts will be signed by the City Manager or Mayor as appropriate with contracts of \$25,000 or greater requiring Commission approval. (2) All contracts shall contain the provisions enumerated in the City Code, Section 2-321. (3) Services won't be started until approved by both parties. (3) Department heads will be educated to return invoices not reflecting the required detail. (4) The City's Laserfiche imaging system has been updated to serve as a contract management system. The City's Procurement function will oversee the process to ensure compliance.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
75	City controls for monitoring purchased services and franchise fee collections need enhancement.	The City should enhance policies and procedures to ensure that, prior to payment for contractual services, City personnel document verification that services were satisfactorily received in accordance with the contract or other agreed-upon terms and franchise fees are collected from vendors providing commercial solid waste collection and disposal services. In addition, we recommend that the City, in consultation with the City Attorney, take appropriate actions to collect unpaid franchise fees.	(1) The City's Procurement function is obtaining invoice stamps by which invoice approvers certify that goods and services have been satisfactorily received in accordance with contracts or other agreed terms. The City's Purchasing function will be sampling invoices to ensure compliance. (2) In regard to no identified record of having collected solid waste franchise fees in 2015, the City believes that too much time has passed and records at that time weren't sufficiently accurate to justify the dedication of resources to determine whether an underpayment had occurred. Currently franchise payments from FPL and commercial solid waste haulers are received monthly and promptly deposited and recorded. Code Enforcement receives monthly reports in regard to commercial customers with suspended service due to unpaid bills.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
76	The City did not follow City ordinances when selecting four consultants to assist with preparing a 5-year financial recovery plan and did not execute contracts with two of the consultants prior to payment for services. In addition, the City executed a contract with one consultant that included compensation terms differing from those approved by the City Commission and, based on the contract and submitted invoices, the City overpaid the consultant \$14,500.	The City should ensure that (1) City personnel adhere to ordinances when procuring contractual services, including consultant services; (2) RFPs provide sufficient time for respondents to provide proposals; (3) the terms of executed contracts are consistent with the related RFP terms; and (4) monitoring procedures are effective to ensure that, prior to payment, billings are adequately supported and comply with the contract terms. We also recommend that the City request Consultant 2 to provide explanations or additional documentation regarding the invoice discrepancies and take appropriate action to recover any overpayment.	Procurement policy and procedures has been implemented as follows: (1) Procurement of all services will be in accordance with the City's procurement code, including formal bidding requirements when the cost is anticipated to exceed \$25,000 and in compliance with the State Consultants Competitive Negotiations Act where relevant. (2) A minimum of three weeks will be provided between issuance of a bid solicitation and response due date.(3) City Procurement function will ensure consistency between terms reflected in bid solicitation document and resulting agreement. (4) City Procurement function will educate Department heads of responsibility to ensure that invoices are presented consistent with the terms of underlying contract.
77	Contrary to State law, the City did not establish an audit committee to select auditors to conduct its 2014-15 and 2015-16 fiscal year financial audits. In addition, although the City utilized an evaluation committee to score proposals received pursuant to a request for proposals for the 2014-15 fiscal year financial audit and rank the respondents, the City Commission did not select, and did not document justification for not selecting, the highest-ranked respondent.	The City should establish policies and procedures, consistent with State law, requiring (1) the establishment and use of an audit committee to select auditors; (2) use of detailed descriptions of evaluation criteria and written evaluation committee instructions for reviewing and scoring RFP responses using those criteria; (3) documented explanations when individual evaluator scores vary significantly for a specific criterion; and (4) maintenance of records justifying procurement decisions that deviate from audit committee rankings and management recommendations. In addition, we recommend that the City ensure that contracts for audit services include provisions required by State law and that, prior to payment, City personnel verify that invoices for audit services provide sufficient detail to demonstrate compliance with the terms of the audit services contract.	Policy and procedures established to (1) make recommendations in regard to engaging an auditor, (2) utilize and satisfy the same evaluation criteria and requirements as required in a regular evaluation committee for acquisition of goods and services and (3) the Finance Director will ensure that auditor bills are fully consistent with terms of the auditor's contract.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
78	The City did not follow City ordinances when selecting a law firm to act as City Attorney and the contract executed with the selected firm contained several deficiencies. In addition, City controls for monitoring payments to the City Attorney were inadequate.	For future selections of a law firm to serve as City Attorney, the City should (1) ensure compliance with City ordinances is documented; (2) execute a contract with the selected firm only after the proposed contract has been approved by the City Commission; and (3) ensure that contract provisions are consistent with State law and good business practices. In addition, we recommend that the City amend the City Attorney contract to address the above-noted deficiencies and those noted by the Chief Inspector General and enhance controls over contract monitoring to ensure payments to the City Attorney are made in accordance with the contract.	Procurement policy & procedures implemented: (1) A selection committee will be established to conduct a thorough search. (2) As requested, a RFQ will be broadly issued. (3) the selection committee will serve as an evaluation committee, observing all requirements of a standard evaluation committee. (4) The City Commission will be provided a short list of up to five recommended applicants (5) Resultant contract terms and conditions will be consistent the solicitation document. (6) All legal service invoices will be approved by the City Manager after the Procurement function has confirmed invoices are consistent with contractual requirements
79	Contrary to City ordinances, the City did not use a competitive process to procure insurance.	The City should periodically procure insurance pursuant to competitive bids or through negotiations with potential insurance providers.	Procurement policy & procedures, overseen by the City's Procurement function, requires that where the City has maintained long-term relationship with contractors, these services be periodically subject to competitive bidding procedures.
80	The City did not procure wireless communication devices and related services in accordance with City ordinances. In addition, the City needed to enhance controls over the acquisition, assignment, and use of wireless communication devices.	The City should establish policies and procedures regarding the acquisition, assignment, and use of wireless devices. Such policies and procedures should require (1) in accordance with City ordinances, City personnel to periodically use a competitive selection process for acquiring wireless devices and the associated communication services; (2) that a master list of all devices assigned to City officials and employees be maintained; (3) the performance of a documented comparison of devices per the master list to devices shown on billing statements; and (4) City officials and employees assigned devices, or their supervisors, to evaluate device activity detailed on monthly billing statements and report any non-business use.	IT Policy 19 - IT Department responsibilities (19.7) include (1) Periodic competitive selection of devices and services, (2) Maintenance of detailed master list which identifies all city-owner mobile devices and to whom assigned. (3) Documented comparison of devices as reflected on the master list to the billing statements, (4) Evaluate monthly billing statement and report suspected irregularities to Department head.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
81	The City had not established policies and procedures regarding the retention of public records, including records created or maintained in electronic format such as e-mails and text messages. In addition, the City did not always comply with State records retention requirements and did not archive text messages sent or received using wireless communication devices.	The City should establish public records retention policies and procedures and ensure that all City officials and employees are aware of the policy. The policy should be consistent with the Department of State, Division of Library and Information Services, records retention schedule and address retention requirements for records created or maintained in electronic format.	City Clerk policy and procedures (1) Defines responsibilities. (2) Cites State requirements (3) Defines types of records covered.(4) Establishes public record request procedures (5) Establishes training and compliance procedures (6) Defines violations and potential repercussions.
82	City Commission meeting minutes were not always timely recorded, approved, and maintained on the City Web site, contrary to State law and the City Charter.	The City should ensure that minutes for all City Commission meetings are timely approved and posted to the City Web site.	City Clerk policy and procedures (1) Defines Minutes contents, (2) Defines responsibilities (3) Identifies posting requirements. (4) Defines approval process
83	The City had not established policies and procedures to ensure compliance with financial disclosure filings required by State law, Miami-Dade County ordinances, and the City Charter. In addition, neither Finance Department personnel nor other City employees responsible for approving purchases routinely reviewed and considered those disclosures.	The City should establish policies and procedures to ensure that the designated officers and employees make the required financial disclosures. Such policies and procedures should require the City Clerk to monitor and verify that the required financial disclosures are timely completed and documented in the City records. In addition, Finance Department or other City personnel responsible for approving purchases should routinely review and consider financial disclosures to avoid potential conflicts of interest when procuring goods and services.	City Clerk policy and procedures (1) Identifies who policy applies to, (2) steps taken to ensure appropriate officials and employees complete the form, (3) City Clerk responsibility to monitor to ensure forms are completed and (4) forwarding of relevant information to the Procurement function to monitor for possible conflict of interest
84	Contrary to City ordinances, the City did not separately account for lobbyist registration fees or ensure that required annual statements of lobbying expenditures were filed with the City Clerk and required logs of filed lobbyist registrations were provided to the City Commission.	The City should establish policies and procedures that require and ensure (1) City personnel establish a separate account or otherwise separately identify lobbyist registration fees and expenditures of those fees so that the fee revenue is only expended to administer lobbyist registration provisions; (2) Lobbyists annually file statements of lobbying expenditures from the prior calendar year as required; and (3) City personnel publish and provide the required quarterly and annually lobbyist registration logs of filed lobbyists registrations to the City Commission.	City Clerk policy and procedures (1) Limitations as to who is required to register. (2) Identification of who is required to register. (3) Registration format. (4) Clerk responsibilities including quarterly and annual reports. (5) Separate revenue and expenditure accounts have been established.

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Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
85	Contrary to State law, the City Commission adopted a resolution creating the Opa-locka Community Redevelopment Agency (CRA) nearly 18 months before the Miami-Dade County Board of County Commissioners (BOCC) granted the City Commission authority to create the CRA. In addition, City records did not evidence the necessity for creating the CRA and incurring CRA expenditures of approximately \$86,000 before the Miami-Dade County BOCC authorized creation of the CRA.	The City should document of record the public purpose served by the CRA expenditures totaling \$86,000 incurred prior to the Miami-Dade County BOCC's authorization to create the CRA or reimburse the \$86,000 to the CRA. Additionally, the CRA should seek clarification from Miami-Dade County regarding the legality of CRA Board actions taken, and the related costs incurred, prior to the County BOCC authorizing the CRA's creation on December 4, 2012. For any future CRAs, the City should ensure that the County BOCC authorizes the CRA before the City adopts the CRA resolution.	(1) The \$86,000 spent prior to County official approval was spent to create all of the information required to obtain County approval. The County has confirmed (E-mail from J. Fernandez {County} to R. Anathan {City} - Oct 28, 2020) that it was normal practice for these creation expenses to be charged to the CRA. (2) The six resolutions adopted prior to the official creation date are being evaluated by the CRA Attorney to determine if any further action is required. (3) Although the City has no intention to create additional CRAs, the City now understands the correct sequence of adoptions.
86	City records did not evidence that the City Commission published the State-required notice of intent to consider adopting a CRA Plan and the adopted CRA Plan did not always comply with State law or include accurate information.	The CRA should ensure that future modifications of the CRA Plan are publicly noticed and include all required information. Additionally, the CRA should amend the CRA Plan to include detailed descriptions of proposed redevelopment projects, estimated project costs, time frames for completing projects, and a certain date for completing all redevelopment projects and to correctly specify the CRA's 20-year existence period.	(1) The CRA provides public notice whenever the Board is to make decisions. (2) Updating of the CRA plan has been deferred until the seating of a the new Board after the November, 2020 elections. Board approval is to be sought in FY 21 to update the CRA plan.
87	The CRA did not prepare annual reports of activities for the City the County for the 2011-12, 2013-14, and 2014-15 fiscal years, contrary to State law and the City and CRA interlocal agreement with the County.	The CRA should ensure that the required annual reports of activities are timely completed and submitted to the City and the County.	(1) A CRA calendar of recurring events has been established to ensure that required activities such as the submission of annual reports aren't missed in the future.
88	The City and the CRA did not always provide for audits required by State law and the interlocal agreement.	The CRA should ensure that timely annual audits of the CRA, including the CRA trust fund, are conducted in accordance with State law and the interlocal agreement.	(1) CRA audits are a by-product of City audits and can't occur without completion of City audits. City anticipates that audit requirements will be current as of June, 2021, at which time CRA will also be current, and will continue to be so with the City back on track in regard to audits.

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
89	As of July 1, 2018, the City had not made required annual contributions of tax increment financing (TIF) revenues to the CRA totaling \$484,000, including late fees and interest.	The City, in accordance with State law, should immediately pay the CRA the required TIF contributions and, unless waived by the CRA, the related late fees and interest as adjusted for any authorized payments by the City to, or on behalf of, the CRA.	(1) This requirement is included on CRA calendar of recurring events and the City and County TIF contributions for FY 21 were made in December, 2020. (2) CRA has not yet made a determination as to whether to waive penalties and interest associated with late depositing of City and County TIF contributions.
90	City accounting records did not always provide for adequate accountability of CRA financial transactions.	The CRA and the City should continue efforts to establish a separate bank account or otherwise establish accountability for CRA financial transactions and ensure that CRA financial transactions are properly recorded and reported.	CRA has a separate bank account. City pays bills through regular City bank accounts and then periodically transfers funds from CRA account to compensate for bills paid through City accounts.
91	Through September 2017, the CRA exceeded the interlocal agreement administrative expense limitation of \$200,000 by at least \$311,754 and had not paid the administrative fees to Miami-Dade County required by the interlocal agreement.	The CRA should ensure that administrative expenses do not exceed the \$200,000 limit specified in the interlocal agreement. In addition, the CRA should seek and follow guidance from Miami-Dade County to remedy the excessive CRA administrative expenses totaling \$311,754. Also, the CRA should pay the County the administrative fees of \$1,891 billed to the CRA in accordance with the interlocal agreement.	(1) The County has confirmed that the \$200,000 limitation on administrative fees for the first seven years is an annual limitation rather than a cumulative amount over the seven-year period (E-mail from J. Fernandez {County} to R. Anathan {City} - Oct 28, 2020) (2) The annual payment of the County administrative fee is on the CRA calendar of recurring events and the CRA is current.
92	The CRA did not timely provide to the Department of Economic Opportunity (DEO) a copy of the document that created the CRA and had not paid the DEO the annual fee required by State law.	The CRA should ensure that any future amendments, modifications, or updates to the resolution creating the CRA are timely provided to the DEO. In addition, the CRA should ensure that the annual fee is timely paid to the DEO.	(1) The CRA is aware of DEO reporting requirements and will ensure the updated CRA Plan, if approved to be done the Board, will be forwarded to DEO. (2) The annual payment of the DEO administrative fee is on the CRA calendar of recurring events and the CRA is current.

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
93	Contrary to State law, the CRA did not adopt budgets for the 2012-13 or 2013-14 fiscal years; CRA Board-adopted budgets for the 2011-12, 2014-15, 2015-16, and 2016-17 fiscal years did not include budgeted revenues and transfers or prior fiscal year ending fund equity balances; and the CRA did not limit actual CRA expenditures to budgeted amounts for the 2014-15 fiscal year. Also, CRA Board-approved budgeted expenditures were not properly recorded in the accounting records for the 2016-17 fiscal year.	The CRA Board should (1) adopt a budget for each fiscal year; (2) ensure that such budgets include all relevant information including revenues and transfers in and prior fiscal year ending fund equity balances; and (3) enhance controls to limit actual CRA expenditures to budgeted amounts as required by State law and ensure that CRA Board-approved budgeted expenditures are properly recorded in the accounting records.	(1) The CRA Board and the City Commission have adopted budget annually. However, the FY 21 budget was the first budget to reflect fund (equity) balances (2) CRA procurement is accomplished through the use of the City procurement processing system which prevents creation of purchase orders that exceed budgets. (3) CRA is now current in submission of CRA budgets to the County in the approved County format.
94	The City Web site did not prominently display the CRA and include certain CRA information required to be included on the Web site, contrary to State law.	To comply with State law and provide essential information to interested parties, the CRA and the City should ensure that the CRA either establishes a Web site that includes all required CRA information or includes the information on the City Web site. In addition, the CRA should be prominently displayed on the City Web site home page.	(1) CRA has a link on front page of City website home page which goes directly to the CRA page which provides the following information: (a) CRA area definition, F93 (b) CRA documents, (c) reports, (d) budgets and (e) minutes.

12/7 - 12/12/2020

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
95	The CRA had not clearly established the terms of County BOCC-appointed CRA Board members.	The CRA Board, in consultation with the County BOCC, should amend its bylaws to clarify terms of County BOCC-appointed CRA Board members.	(1) By-Law 1.4 " The members of the CRA shall be composed of the members of the City Commission and two representatives from the residential and business communities with the City by each Miami-Dade Commissioner whose Districts are located within the City of Opa-locka.....The terms of the Board members nominated by the Miami-Dad County Commissioners shall also be concurrent and coterminous with their official term of office." No modification of the By-Law appears necessary since it appears clear that the Board members appointed by the respective County Commissioners have terms consistent with the terms of the Commissioners who appointed them.
96	CRA records did not evidence that decisions made in adopting the CRA bylaws were made in accordance with State law requirements that official decisions be made in public only after full and open discussion by board members. In addition, CRA Board meeting minutes were not always timely recorded, approved, and maintained on the City Web site, contrary to State law.	To avoid violations of the Sunshine Law, promote CRA transparency, and encourage public interest, the CRA Board should ensure that all significant topics impacting CRA operations are openly discussed at public CRA Board meetings, and minutes for all CRA Board meetings are timely recorded, approved, and maintained on the City Web site.	(1) The CRA is fully aware of and continually adheres to Sunshine Law requirements.(2) Virtual meetings are made available to public observation through Zoom and YouTube. (3) Minutes are promptly prepared and posted on the CRA webpage reachable through the link on the home page of the City's website.
97	The CRA had not established a position description for the Executive Director position, did not advertise an Executive Director position vacancy, and did not document consideration of applicant qualifications prior to hiring an Executive Director.	The CRA Board, should (1) establish position descriptions that include minimum training and experience requirements for the Executive Director and any future CRA positions; (2) ensure position vacancies are properly advertised; and (3) use a documented process for considering applicant qualifications.	Unresolved

City of Opa-locka and Opa-locka Community Redevelopment Agency - Operational Audit

Follow-Up on Report No. 2019-221

Find #	Summary of Finding	Recommendation	Actions Taken to Resolve Finding
98	The CRA did not always comply with requirements applicable to severance pay for two former CRA Executive Directors. Consequently, these former Executive Directors received excess compensation of \$25,754 and \$3,610, respectively, after their last day of employment.	The CRA should ensure that future employment agreements contain severance pay provisions that are consistent with State law and that severance payments do not exceed the limits established by employment or separation agreements. In addition, the CRA Board should consider taking action to recover the \$25,754 and \$3,610 of severance compensation received by the former Executive Directors, respectively, in excess of what was specified in their employment or separation agreements.	Unresolved
99	CRA policies and procedures for selecting firms to provide legal services and developing and monitoring legal services contracts could be improved.	The CRA should revise the bylaws to require (1) the use of a documented competitive selection process for procuring legal and other contractual services and (2) the use of written contracts for the procurement of legal and other contractual services and ensure that such contracts include severance pay and other provisions that are consistent with good business practices and State law. In addition, the City and CRA should enhance controls over contract monitoring to ensure services are received before payments are made and either document that the second firm provided legal services for the period March 5 through March 24, 2015, or request a \$1,613 refund from the firm for the overpayment.	(1) All CRA procurement is accomplished through the City's procurement processes and requirements, including progressively more rigorous quote requirements for increasingly more expensive goods and services, formal competitive bidding for goods and services, evaluation committees adhering to all evaluation committee requirements and properly structured contracts. (2) Due to the time that has passed, it isn't believed productive to attempt prior over payments.

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES

Joint Audit Workshop
Tuesday, February 9, 2021
5:30 p.m.

1. WELCOME/OPENING REMARKS:

Mayor Matthew Pigatt called the Workshop to order at 5:30 PM on Tuesday, February 9, 2021, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.

In his opening remarks, Mayor Pigatt stated that the joint audit workshop was called in response to a meeting held with the audit committee. The Audit Committee requested an update on how the City was performing in the last four audits, and looks forward to the information that will be provided.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Veronica J. Williams and Mayor Matthew Pigatt. Commissioner John H. Taylor Jr. arrived at 5:39 p.m., Commissioner Alvin E. Burke arrived at 5:43 p.m. and Commissioner Chris Davis arrived at 5:45 p.m. Also in attendance were: Assistant City Manager George Ellis and City Clerk Joanna Flores. The following Audit Committee Members were present: Board Member Dorothy Johnson (remotely) and Board Member Asheley Hepburn arrived at 5:49 p.m. Board Member Mykeshia Fenn was not in attendance.

3. INVOCATION:

The invocation was delivered by Vice Mayor Williams.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC COMMENTS:

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

City Clerk Flores stated there were no public comments provided.

6. PRESENTATION:

Anthony Brunson, CEO of Anthony Brunson, P.A.

Mayor Pigatt introduced Auditor Anthony Brunson, P.A. stating that he has been responsible for the City's audits for the past four cycles. He explained that Auditor Brunson will present to the public and the Commission, the audit findings, recommendations and guidance for the Commission. The Mayor then gave the floor to Auditor Brunson.

Auditor Brunson began by introducing his firm's audit team members. In his presentation he covered:

- Objective of an Audit
- Type of Engagements
- Audit Process
- Type of Audit Opinion(s)
- Comprehensive Annual Financial Report (CAFR)
- Pre-Audit Meeting Topics
- History of City of Opa-locka Financial Audit Matters
- City's Audit Opinions
- City's Audit Adjustments
- City's Internal Control Comments

Mayor Pigatt noted that the City's Internal Control Comments are the findings that the City needs to look into and resolve as soon as possible.

Auditor Brunson stated that would be correct.

Audit Committee Board Member Hepburn noted that while there is room for improvement, the City and the Auditor have done a good job of going from disclaimer qualification to a qualified opinion. The concern he expressed is with the items that are still in the condition of being noted as findings in 2018, and asked Management what their timeline is to address those items, because if there are items that are findings for more than one consecutive year that becomes an issue for the City in terms of getting out of financial oversight from the State. He asserted the importance of taking whatever steps are necessary to address those findings, even as the City goes into the next audit for 2019. Mr. Hepburn did express he was happy to find out that progress is being made on the capital inventory as reported by Finance Director Gerri Lazarre, but noted that there are a number of significant findings that really impact the City's financial report. He noted that one of the things the City should be doing on a monthly basis is providing a financial report to the Commission, which should at some point be reconciled to the books and cash balances, which are findings of the audit. He compared the City not having a way of understanding where its financial position is during the year, to a car not having a speedometer or a plane not having a GPS, because they are indicators that help with management. Board Member Hepburn emphasized that it is important that the City moves forward understanding what the timelines are, and jumping on it immediately.

Mayor Pigatt expressed that he felt Audit Committee Board Member Hepburn's question and comment was excellent.

Financial Consultant Gerri Lazarre reported that the City has been working to prepare the 2019 fiscal year audit, while making sure that the 2020 fiscal year audit items have been reconciled, and also working on the 2021 fiscal year at the same time. Ms. Lazarre explained that her department is short staffed, and are heavily trying to recruit for the finance director, senior accountant and accountant roles. She added that the City has been having challenges in terms of people who are applying for the positions. As an example, Ms. Lazarre stated that nine candidates recently applied and only one candidate was available for an interview. She stated that her department is trying to get monthly financial reports to the City, sharing that in previous conversations with the City Manager, the goal had been to get a quarterly report for the 2021 fiscal year, but they have been working on getting everything reconciled for Auditor Brunson's team for the 2010 fiscal year, causing a delay in providing the report.

Audit Committee Board Member Hepburn suggested that the Commission get a monthly update including a project timeline from Financial Consultant Lazarre, so that they know what position they are in with having all of the items addressed.

Mayor Pigatt thanked Audit Committee Board Member Hepburn and said he would take it to heart. During his operational meetings with the City Manager, the Mayor shared that it is always a question he asks and the response was about getting all of the audits done, staffing and bank reconciliations, which are preventing the Commission from getting that information. He thanked Mr. Hepburn for bringing it up because it is very important.

Audit Committee Board Member Dorothy Johnson concurred with Audit Committee Board Member Hepburn. Board Member Johnson reported that until December of 2014, the finance director would provide the Commission an update every meeting, and it was after that date that it came off the agenda. She added that the auditor works for the Commission while the resources and the tracking data comes from staff. With the Audit Committee working with the Commission, Board Member Johnson stated that she thinks these things have to be put on the table because there is a lot of data there, but because of the turnover she thinks the City has just not gripped it at this point.

Audit Committee Board Member Hepburn asked what the composition of the "other taxes" category, which was reviewed by Auditor Brunson during the History of City of Opa-locka Financial Audit Matters portion of his presentation, under his overview of revenues for governmental activities.

Auditor Brunson stated that to be sure, he would have to get back with Audit Committee Board Member Hepburn.

Commissioner Davis thanked Auditor Brunson for the thorough information he gave and for extending this opportunity for the new members on the Commission. The Commissioner expressed concern about the property tax item, and how the amounts increased but the revenue seemed to dip on the City's side. Additionally, despite acknowledging that he knows it is being dealt with, he shared that he has a big concern about the internal control comment that pertained to the City's physical assets, because it is the only finding that can prevent the City from receiving a clean opinion. Relative to those two items, Commissioner Davis asked for City Management to respond.

Financial Consultant Gerri Lazarre acknowledged that the slide showed the tax base increasing, but that is different from collection activity. Ms. Lazarre went on to explain that the City may not be collecting everything from property tax to tangible personal property tax. She noted that the City is collecting a lot of delinquent taxes from previous years, and that can cause a difference in that figure.

Commissioner Davis followed up, asking where the City is dropping the ball with collections, recalling that there were issues with user fees which were transitioned to the property tax bill. He asked what challenges the City has experienced as it relates to that.

Financial Consultant Gerri Lazarre reminded Commissioner Davis that the City doesn't collect property taxes, and that it is collected on the tax bill that is paid directly to the County. The City gets the bulk of the share of the property tax collection between November and December and then it tapers down a bit between then and March until about the month of July some of the additional collection that is delinquent comes in. Ms. Lazarre reported that the payments come directly from the County and they provide what is current and delinquent. She acknowledged that it looks like the delinquent portion seems to be getting a little higher, where property taxes from previous years that were not collectable is now being collected. As explained by Ms. Lazarre, the City doesn't have a lot of control over that.

Audit Committee Board Member Hepburn shared that Florida law allows each County to sell tax certificates, so that cities are seldom off significantly in their sales taxes, because if the taxpayer does not pay the tax, someone will buy the tax certificate. Mr. Hepburn expressed that there has to be something else going on. Because tax certificates are sold on most delinquent properties, he guaranteed that the majority of the City's taxes are being picked up by someone that will buy a tax certificate because it is a quick way to make 3-5%, and suggested that further research may need to be done.

Financial Consultant Gerri Lazarre stated that it is something that her department can contact the Property Appraiser's Office to get more data and provide an analysis to the Commission.

Budget Director Robert Anathan explained that while there may be a collection issue, in 2017 the millage rate was 10.0% and in 2018 it came down to 8.999%, which represents a 10% reduction.

Director Anathan expressed that he thinks that represents what the Commission saw in the chart in question.

Commissioner Davis acknowledged that if he heard Budget Director Anathan correctly, it is a result of the decrease of the millage rate from its highest point at 10%.

Financial Consultant Gerri Lazarre stated that it could have been part of the reason, but because she did not have the data in front of her, she relied on Mr. Anathan's analysis.

Commissioner Davis said all he wanted to know was the driver for the sudden decrease in the City's revenue, given that there was simultaneous growth in the tax base. The Commissioner thanked Ms. Lazarre and shared that he looks forward to her analysis of the issue.

Vice Mayor Williams thanked Mr. Brunson and his team for the thorough audit report. The Vice Mayor also echoed Board Member Hepburn's sentiments, stating that if you plan with the end in mind, then you are able to drive the car, giving the Commission the ability to know where they are going and how to be more effective.

Mayor Pigatt, referring to Auditor Brunson's 2018 audit report, asked what was meant by the statement that the auditor did not express an opinion on the effectiveness of Opa-locka's internal control.

Auditor Brunson reminded the Mayor about the fourteen different types of audits that he reviewed in his presentation. He explained that while there are audits that specifically render an opinion on the internal control environment and the nature of the financial audit includes and relies on test controls, their scope of work is not to give an opinion on internal control and it is only looked at in connection with the audit.

Mayor Pigatt asked if that would be more of an operational audit of the City's financial controls.

Auditor Brunson explained that a specific internal control review would test the City's systems and processes and provide a much deeper dive than what is done in connection with a financial audit. Mr. Brunson also clarified that it is standard language in any financial audit report.

Commissioner Davis acknowledged that as a government, the Commission wants to have its finances in order. Recalling that in the presentation it was mentioned that the financial statements are provided City-wide across departments, the Commissioner asked if the current structure has those financial statements provided on an annual basis.

Auditor Brunson explained that whenever the annual financial report has been produced in the past, there are two sets of statements. The first is entity-wide which is on a full accrual basis and considers all assets and liabilities. Day-to-day management is done from a fund or a modified accrual basis, where all the general funds for the different departments have line items under each

of their budgets. Mr. Brunson asserted that the City must produce that document at least annually to give opinions on the financial statements, but he can't address how frequently it is being done.

Commissioner Davis emphasized Mr. Hepburn and Vice Mayor Williams points, that the City wants to stay ahead. The Commissioner asked Auditor Brunson based on his experience working with different municipal governments, what his recommendation is for a timeline to review funds throughout the year. He asked if that review should be quarterly, and what is reasonable in his professional opinion.

Auditor Brunson stated that in his opinion, the minimum time would be quarterly, but as frequently as the Commission can, with the goal to look at the budgets to actual and review some financial data even if it is not entity wide on a monthly basis.

Audit Committee Board Member Hepburn commended the staff, and the Manager of the City of Opa-locka for putting the workshop together. Mr. Hepburn also commended Auditor Brunson and his CPA firm for their dedication to work with the City over the past 5 years. He expressed that he believes that in time the City will get to a position where there will be a good opinion on its audits, asserting that because the City did not get into this situation overnight, it is not going to get out of the situation overnight, and will just take discipline. Mr. Hepburn shared his confidence that the City will get there, because it has the right team and just needs to get more people on the team.

Auditor Brunson thanked Audit Committee Board Member Hepburn for his comments and echoed that, stating that everything is trending in the right direction, and the Commission just needs to continue the progress that is being made.

Vice Mayor Williams expressed that she would be remiss if she did not thank Financial Consultant Gerri Lazarre and her team, recognizing that they deserve kudos for always having their doors open whenever she has a finance question. The Vice Mayor thanked them for having the line of communication open and for the work they do on a daily basis. She also thanked Mr. Brunson and asserted that having more dialogue allows the Commission to know how to make sound decisions.

Mayor Pigatt echoed the sentiments of the board members and his colleagues on Mr. Brunson, staff and Management moving the City in this direction. Stating that it is very clear to those that are watching, the Mayor shared that they are seeing that Opa-locka is shifting tremendously in the right direction. He expressed that he liked the fact that clear goals were established coming out of the workshop, including:

1. Getting a timeline to address all of the findings in the past audits
2. Getting consistent monthly financial reports and reviewing them on a quarterly basis at a minimum as a Commission

3. Looking at the analysis of the dip in revenue, so that the Commission is clear on what that is
4. Not getting lax in the direction that the City is going, acknowledging that it has been a huge herculean effort of the Commission, Management and staff

The Mayor noted that the Commission had laxed on the tradition of getting an update on the four major challenges, recalling that he always speaks about finance being number one. He noted that if the City doesn't get its finances together, everything else suffers, from employee pay, to Parks & Recreation, to streets falling to the mercy of having proper internal controls. The Mayor offered much respect and appreciation for everyone who has been involved in the process of helping to turn the City around. He thanked Mr. Hepburn and the board members for recommending that the workshop be scheduled, and Management and staff for organizing it.

7. ADJOURNMENT:

There being no further business to come before the City Commission and Audit Committee, it was moved by Commissioner Burke, seconded by Vice Mayor Williams to adjourn the meeting at 7:00 p.m.

Matthew A. Pigatt
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING

February 24, 2021
7:00 P.M.

1. CALL TO ORDER:

Mayor Matthew A. Pigatt called the meeting to order at 7:00 p.m. on February 24, 2021 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Alvin E. Burke, Commissioner Chris Davis, Commissioner John H. Taylor Jr., Vice Mayor Veronica J. Williams and Mayor Matthew A. Pigatt. Also in attendance were: City Manager John E. Pate, Assistant City Manager City George Ellis, Assistant City Attorney Candice Cobbs and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Vice Mayor Veronica Williams.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Mayor Pigatt acknowledged Black History Month. As a student of African American history, the Mayor stated that it is very important that the unique history and struggles of people be recognized. He expressed that black history is human and world history, and thus it is very important that everyone learn and understand that history. The Mayor encouraged everyone to take some time during the month to educate and learn about it, by watching documentaries and movies like One Night in Miami and Judas and the Black Messiah. He recognized those on the Commission who have recognized Black History Month and attended events, as an opportunity to understand our heritage.

STAR of Excellence - Employee of the Month
Officer Ruben Borrero, Opa-locka Police Department

Mayor Pigatt acknowledged the employee of the month, presenting a star of excellence to Officer Ruben Borrero from the Opa-locka Police Department.

Manager Pate expressed that he looks forward to days like this when he can acknowledge wonderful employees of the City that are doing an amazing job. The Manager clarified that Officer Borrero is now a Detective, and shared that he is one of the officers that he connected to when he came to the City and he saw a lot of potential in him. Manager Pate shared that Mr. Borrero came to him and told him he had been here for years and had always wanted to be a detective, but no one was willing to give him a chance to be one. The Manager recalled being new, he was evaluating things and then as time went on, when Miami-Dade County did a report and all of the transitions were done in the Police Department, and there were vacancies in the detective section and Mr. Borrero interviewed, a chance he has been interviewed for over and over again. While he does not say it to many other than his command staff, the Manager shared that Detective Borrero is one of the officers that he is very much impressed with, showing the true professionalism of the City of Opa-locka Police Department and is a symbol of where it is going in the future.

Manager Pate read the narrative to the STAR Award: Detective Borrero was assigned a case in reference to a 76-year-old man that was reported missing. Family members stated that after leaving Opa-locka, the victim advised that he was entering Highway US 27. First, Detective Borrero made contact with numerous jurisdictions to see if any vehicle accidents had been reported, but there were none. That evening, traveling down US 27, Detective Borrero began his search, and eventually arrived at the victim's residence which is located in Clewiston, Florida where there was no sign of the victim. The following morning, Detective Borrero took the same drive and contacted the Palm Beach County Sheriff Department to request a fly-over of US 27 and the local canal banks. While approaching Mile Marker 60, Detective Borrero observed a guard rail broken, and discovered a vehicle grill similar to the victim's vehicle. After once again notifying the Palm Beach Sheriff, a dive team was requested which discovered a vehicle submerged in 18-feet of water. The vehicle that was pulled from the water, had a license plate that matched the victim's vehicle. Sadly, it was discovered that the individual pulled from the submerged vehicle, was the missing person. While the investigation had a tragic end, had it not been for Detective Borrero the victim would not have been located, leaving the family with no closure or peace. Manager Pate shared the Department's commendation of Detective Borrero for his allegiance and exceptional attention to duty, and added that he does not believe any law enforcement agency would have put as much effort in as the Opa-locka Police Department did, including traveling over 60 miles away from the city to retrace the victim's steps. There is no way to know how long the vehicle would have remained submerged if Detective Borrero would not have searched that area. It was discovered that he got into a vehicular accident in the middle of the night, and when his vehicle submerged, he drowned. But his family was able to bury their father and get closure. Detective Borrero demonstrates unusual compassion, commitment and dedication to the citizens of the great city of Opa-locka. Manager Pate thanked Detective Borrero for his service.

On behalf of the Commission, Mayor Pigatt thanked Officer Barrero and his family, as well as all of the officers who go above and beyond the line of duty to bring justice and protect and serve all residents in the community.

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

Vice Mayor Williams pulled agenda item 13-1.

7. APPROVAL OF AGENDA:

Clerk Flores stated that a request was made to amend the agenda to include the following item as 14-1:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A NEW OPA-LOCKA COMMUNITY BUS ROUTE IN AN AMOUNT OF UP TO TWO HUNDRED TWENTY-FIVE THOUSAND, ONE HUNDRED TWENTY-ONE DOLLARS (\$225,121.00); AUTHORIZING A FUNDING MATCH FROM THE CITY OF OPA-LOCKA FOR THE PROGRAM; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE BUREAU OF JUSTICE ASSISTANCE GRANT FORM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

Mayor Pigatt asked the City Manager to state the emergency nature of this item.

City Manager Pate stated that the emergency nature of the item is based on the welfare of the citizens of Opa-locka.

It was moved by Commissioner Burke, seconded by Commissioner Davis to amend the agenda to include 14-1.

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

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Mayor Pigatt	Yes

It was moved by Commissioner Burke, seconded by Vice Mayor Williams to approve the agenda.

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

Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes

Commissioner Taylor	Yes
Mayor Pigatt	Yes

8. APPROVAL OF MINUTES:

Virtual COVID-19 Workshop Minutes – April 30, 2020

It was moved by Vice Mayor Williams, seconded by Commissioner Burke to approve the minutes of the Virtual COVID-19 Workshop on April 30, 2020.

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

Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

Virtual COVID-19 Workshop Minutes – June 4, 2020

It was moved by Vice Mayor Williams, seconded by Commissioner Taylor to approve the minutes of the Virtual COVID-19 Workshop on June 4, 2020.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Mayor Pigatt	Yes

Virtual COVID-19 Workshop Minutes – June 11, 2020

It was moved by Commissioner Burke, seconded by Commissioner Davis to approve the minutes of the Virtual COVID-19 Workshop on June 11, 2020.

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

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Mayor Pigatt	Yes

Virtual COVID-19 Workshop Minutes – June 18, 2020

It was moved by Vice Mayor Williams, seconded by Commissioner Taylor to approve the minutes of the Virtual COVID-19 Workshop on June 18, 2020.

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

Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Mayor Pigatt	Yes

Virtual COVID-19 Workshop Minutes – July 2, 2020

It was moved by Commissioner Burke, seconded by Commissioner Taylor to approve the minutes of the Virtual COVID-19 Workshop on July 2, 2020.

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

Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

Four Major Challenges Workshop Minutes – December 9, 2020

It was moved by Vice Mayor Williams, seconded by Commissioner Taylor to approve the minutes of the Four Major Challenges Workshop on December 9, 2020.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Mayor Pigatt	Yes

Regular Commission Meeting Minutes – January 27, 2021

It was moved by Commissioner Burke, seconded by Commissioner Taylor to approve the minutes of the Regular Commission Meeting on January 27, 2021.

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

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Mayor Pigatt	Yes

Regular Commission Meeting Minutes – February 10, 2021

It was moved by Vice Mayor Williams, seconded by Commissioner Taylor to approve the minutes of the Regular Commission Meeting on January 27, 2021.

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

Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Mayor Pigatt	Yes

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

Mayor Pigatt recognized that the Commission had the honor of having Miami-Dade County Commission Vice Chair Oliver Gilbert in person, and thanked him for coming.

Vice Chair Oliver Gilbert, Miami-Dade County Commission, District 1, shared how good it is to be in the City of Opa-locka, acknowledging that while he was the Mayor of Miami Gardens, when he was growing up, everyone thought they lived in Opa-locka. With his father's Church in the City, the Vice Chair said he literally grew up in the City. He reported that he's been having conversations with the Mayor about economic development, and recently spoke with the Chairperson of the CRA. As he has conversations with the Beacon Council, developers, and people who do business at the airport, the main message he is sending to them is that Opa-locka is open for business, and that has to go beyond the airport. The Vice Chair stated that it is unfortunate that the relationship between the airport and the City was changed some years back, but the airport has to be the engine for economic development in the City, and he is committed to bringing resources and opportunities to make that happen. The Vice Chair shared that he sees in Opa-locka a city with extraordinary history and heritage, a city that actually is black history, and understands what it has been historically for Miami-Dade County. It is a City from which great leaders have come in every field, and is a City with leaders that are trying to progress. He encouraged the Commission to keep working hard together, and reminded them that they have a County Commissioner in him who is here to help. The Vice Chair committed to continuously meet with the Mayor, and while having just met the City Manager hopes to get to know him better, and offered to meet with the Commission for their strategic planning sessions. He assured the Commission that he is not going to give them an agenda, but will make their agenda more doable from the perspective of the County. He is looking at the things that the County can do something

about like economic development and outstanding debt, but is also interested in the Commission's ideas. The Vice Chair shared that his office is working with the Parks Department on a program that is completely free thanks to the scholarships obtained, to expose kids in the community to golf. From the Vice Chair's perspective, he expressed that Miami-Dade County is an extraordinary place, and stated that those who live in Opa-locka and the other northern areas of the County, may not know the beauty of the agricultural community down south, or may have never seen the historical areas of Coral Gables, or visited Vizcaya, or seen an opera or play, and may not know the beauty of the County until an opportunity exists and someone exposes them to it and helps them expand their mind, giving them greater opportunities going forward. The Vice Chair asserted that it is the job of leaders like him and the Commissioners to expose kids to those things, and he takes the responsibility seriously, looking forward to doing more of these things as the community transitions from COVID-19. He thanked the Commission on the work they are doing on COVID to help keep the community safe, including helping to bring testing and vaccination sites to Opa-locka. The Vice Chair expressed that technology and location can't be an impediment to getting the community vaccinated, which he is working on with Miami-Dade County Mayor Daniella Levine Cava and the State, and he looks forward to working with the City of Opa-locka also.

Commissioner Burke thanked Vice Chair Gilbert for gracing the Commission with his blessings in the City and stated that he is welcome any time.

Vice Mayor Williams thanked Vice Chair Gilbert for all that he did to help with the community cleanup, and further thanked him for being a catalyst for change in all of the County. She stated that his voice is always heard and welcomed, and thanked him for gracing the Commission with his presence.

Vice Chair Gilbert thanked Vice Mayor Williams for partnering with him on that, and expressed that he enjoyed it, recalling that a bunch of stuff was cleaned up and joked about Commissioner Taylor's white shirt and shoes. He recalled with the Mayor, Vice Mayor and Commissioners out there, they were all able to clean up the planned park area in about 10 minutes, and then moved on to multiple additional areas, which is evidence of all that can be accomplished if everyone does just a little bit. He stated that he will be back out to do more cleanups and encouraged everyone to come out, but recommended that Commissioner Taylor at least wear a dark colored shirt next time. The Vice Chair also reported that after Mayor Pigatt directed him to the Housing Department and he spoke with them to ensure that there is movement on the project that the County was paying for, and committed to doing his best to putting something there that makes the Commission proud and that the community is happy to have there. He asserted that the only pace in his district is fast, and wants to get these things done now.

Commissioner Davis thanked Vice Chairman Gilbert for coming out in support of the City, and for all of his wise words on economic development. He shared that a CRA Board Meeting was just wrapped up where that was discussed, and he looks forward to the workshop on March 17th to discuss that. He shared that he feels the City is a jewel that is centrally located, with many accomplishments that are being touted by the Mayor. The Commissioner expressed that he looks forward to working with the Vice Chair.

Vice Chair Gilbert stated that he looks forward to it, and that if the Commission is open to it and he is available, he would love to come to the workshop. He said the County has resources related to economic development, including information and talent, not just monetary that he can make available because that should never be the deficit for why something is not moved forward. He urged the Mayor and Commission

to reach out to him, and stated that from his position he sees a Commission eager to transform a community, and it is that unity, vision and solid nature that helps people want to invest in a place. The Vice Mayor expressed the importance of creating an atmosphere of certainty, detailing what land use will be and how businesses are seen, making sure that no is not the default answer for businesses that come before the Commission, but rather how can the Commission make that work. He asserted that ultimately, business will go where business can do business, and creating that environment will transform the tax base and make it possible to provide more services to residents and is something he looks forward to working with the Commission on.

Mayor Pigatt offered much respect to the Vice Chair and thanked him for his presence and leadership. The Mayor acknowledged that it is an honor to have the Vice Chair of the Miami-Dade County Commission in Opa-locka, and recalled that it is not his first time coming. He stated that it is a blessing to have him continually and consistently showing up and answering calls, and said it shows the progress of the City and the County, and how united we will grow into the great City of Opa-locka that it is.

Mayor Pigatt acknowledged that Florida House Representative Dr. James Bush III was joining the meeting via Zoom.

Florida House Representative Dr. James Bush III thanked the Mayor, Commissioners and City Manager for inviting him to speak. The Representative shared that he is delighted to serve the City of Opa-locka, with his roots and commitment going back almost 35 years. He provided an update on the Legislative Session which will begin on the coming Tuesday, March 2nd, requiring that he go to Tallahassee for 60 days to serve 60 days to balance the budget and propose things necessary to bring back dollars for the services that can be provided to the constituents of his district. The Representative committed to working closely on the issues that he filed, including getting money for the Police Department, dealing with the vital infrastructure needs, and other issues that the delegation may have pertaining to Opa-locka. As an update on things that have been worked on in the district recently, Representative Bush shared that an opportunity was provided for 500 residents of Opa-locka to be vaccinated and that he was there along with former Mayor and Commissioner and Pastor of Holy Temple Missionary Baptist Church Joseph L. Kelley. The Representative thanked the City Manager for giving the assistance needed to make sure that was a success. He reported that after speaking with the residents who had received the first vaccine shot, only two or three reported that they had sore arms after the shot, but that none had any major reactions. The Representative confirmed that he is currently working on the second dose of shots and has designated New Fellowship Christian Church under the leadership of Pastors Craig and Jimmy Larkin as the next vaccination site for the Opa-locka area, and that the dates will soon be announced. He also said that he was called into Glorietta Gardens Apartments by a couple of the residents, where there was major flooding. The Representative said that he worked with the City Manager as well as the owners and managers of Glorietta Gardens to assist the families that had been flooded out on the first floor and were able to put them into two different hotels in Doral. Since then, the Representative has had meetings every two weeks to get an update, and he told the Commission that things are moving along very smoothly. The major flooding made it possible to find out the major things that needed to be done. The Representative explained that the owners of Glorietta Gardens had their own independent people go in and do an assessment, which will provide a report with their findings. He added that a 13 inch line that caused a lot of the problems was cleaned out by the owners. The Representative assured the Commission that he is working together with the City Manager's Office and the management at Glorietta Gardens to come to an agreement and resolution so that the citizenry can

live in a decent and safe environment. He commended the Commission for working together, and Vice Chair Gilbert for the things he has planned from the County level. He committed to continue working with the delegation and leadership in Tallahassee as he begins his 13th year in the Florida House of Representatives. The Representative expressed that he believes this year they will be able to get some things done for the City of Opa-locka and asked for prayers as he attempts to do that.

Commissioner Davis thanked Representative Bush for all that he does for the community, including for the most recent work he has done at Glorietta Gardens, which is a community that has had long standing issues. On behalf of the Commission, the Commissioner thanked the Representative for lending a hand.

City Manager Pate thanked Representative Bush for his counsel, support and his great mediation between the City of Opa-locka and the management at Glorietta Gardens, helping to make headway on some issues. While there are still some issues to discuss and go through, the Manager expressed that he believes it will be beneficial for all to keep an open dialogue, with the leadership of the Representative during those bi-weekly meetings, until a final resolution is reached.

Representative Bush stated that the City Manager has made it very easy and that he is very impressed with him and believes with his leadership, the City will move to the level needed and get the kind of results needed from Glorietta. He thanked the Manager for what he does.

Mayor Pigatt expressed that it is an honor to have him serving and representing Opa-locka for 13 years in the state. The Mayor added that the Representative's veteran leadership is needed to ensure that the City of Opa-locka gets the appropriate appropriations, to ensure that it continues to develop. He echoed the statements of Commissioner Davis, stating that the Representative has been very consistent in his responsiveness to residents, showing the support Opa-locka has at all levels of government. The Mayor reported that the support includes the federal level, as Representative Bush was on a call with Congresswoman Frederica Wilson about another property that is moving the needle. He acknowledged that many of the issues that have been long standing challenges in the City of Opa-locka are being addressed because of the collective and united effort of all those who are serving Opa-locka, and recognized that Representative Bush's leadership shines in that regard. The Mayor thanked Representative Bush for taking the time to present to the Commission, and for his representation of the City.

Representative Bush thanked Mayor Pigatt for giving him the opportunity, and stated that he would be remiss if he did not say how much he is appreciated too, stating that every team needs a quarterback. The Representative recalled having quarterbacked for Miami Northwestern Senior High School in 1972, and said that you can't run a play unless you have a quarterback to take the snap, and he appreciates Mayor taking the snap and doing what is necessary to run the plays. He added that he believes that if the Commission continues to do what it is doing and work together, the City will not only achieve the economic development that Vice Chair Gilbert talked about, but Opa-locka will be the premier city that every other city can emulate. The Representative also reported that he has been in contact with the Governor's office as well as the departments that need to be talked to about the things he discussed with the Mayor. He shared that he submitted a letter to the Governor and the United States Senator for this area, to which he hopes to receive a response very soon, and committed to coming back and making a report when he gets an answer.

10. PUBLIC PRESENTATIONS:

**1. Nikisha Williams, Chief Operations Officer
Opa-locka Community Development Corporation (OLCDC)
re: community services provided by OLCDC**

Opa-locka Community Development Corporation Chief Operations Officer Nikisha Williams joined the meeting by Zoom to share her report on the work that they are doing and the partnerships that they are pursuing to support the residents of the City of Opa-locka, and how they are working with the City.

Mayor Pigatt thanked Ms. Williams for coming to the Commission meeting and reported that he had a meeting with the Opa-locka CDC a few weeks ago and was very impressed with the amount of information on the services they provide to residents. The Mayor said he wants to make sure that everyone knows them as a resource for funding and care and all the things they provide as partners with the City. He encouraged all nonprofits that have services that serve Opa-locka, to come to the Commission meetings to let the residents know about the opportunities available, so that they can see that there are wrap-around services all across Opa-locka to help with almost everything that they need. The Mayor thanked Ms. Williams for her leadership at the Opa-locka CDC and for taking the time to present about their services to the Commission and the community.

11. CITIZENS' FORUM:

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

Clerk Flores announced the protocol for public participation at city commission meetings.

The following public comment was submitted by email and read into the record by Clerk Flores:

Michele Henney of 10640 Paris Street, Cooper City, Florida 33026 - Geraldine Lazarre, owner of Trimerge Consulting began consulting with the City of Opa-locka in mid 2017. The City of Opa-locka remains 2 years behind in financial audits. We are in February 2021 and the 2019 audit has not been completed. Based on my extensive knowledge of the City's financial records and the nuances of the software and manual systems and records, if the auditors started the audit tomorrow, you would not have your 2019 CAFR until May or June 2021, and that is being very ambitious. As of September 30, 2021, the City will again have 2 audits outstanding, years 2020 and 2021. With the "ever revolving" door of staff in the Finance Department under the direction of Lazarre, it can be safe to say that the City may, in fact, never get caught up. However, the City would have paid Geraldine Lazarre and Trimerge a tremendous amount of money for the effort. While I was an employee of the City, I would sit in my office countless times and wonder, am I the only one who sees what is going on? The City is losing staff left, right and center, there is no real effort to hire a Finance Director, and Geraldine Lazarre is billing the City \$139 per hour, almost for 40 hours a week consistently (\$300,000 a year). If you look at her bills, a lot of her tasks are not valued at \$139 per hour. It would bother me that this Consultant is billing all this money to a poor, Black City while treating the City's employees terribly, all while the City Manager and the Assistant City Manager watched...and apparently the Commission as well. All complicit. How many programs could the City have funded for children and seniors if they had listened to the

complaints of the employees in the Finance Department, and did the right thing by hiring a Finance Director and other staff 2 years ago? It will just be a matter of time before the State of Florida starts to wonder, "How is it that the City of Opa-locka keeps requesting deadline extensions and they keep paying all this money to Geraldine Lazarre of Trimerge?" The residents of the City of Opa-locka need to wake up. You are all being taken for a very expensive ride. Geraldine Lazarre complains about the City being short staffed in the Finance Department, when she is the reason, the common denominator. The City has backed itself into a corner by allowing this Consultant to take hold while basically trying to make herself indispensable. If the City's management knew what they were doing, they would not have let this happen, all at the expense of the taxpayers.

Marrilyn Chang of 16319 NW 17 Court, Pembroke Pines, Florida 33028 - I worked for the City for 13 years with the last seven years in the Finance department. I abruptly resigned last August immediately after what I considered, among many other complaints, an unfair performance evaluation which was conducted by Geraldine Lazarre in the presence of a very loud and verbally abusive George Ellis, Assistant City Manager. Interestingly enough, the assistant city manager was present at only two finance staff performance evaluations, not all. However, I was not the only one. Ms. Lazarre also gave mediocre evaluations to two other Finance staff members who have also resigned. They too worked long and exhausting hours to complete the 2018 audit, and were also promised comp hours which were never received. We worked every weekday and on weekends even during the time when the city was completely closed to the public due to Covid-19. It is interesting to note that our work performance was not in question prior to the evaluations, and was not good enough after the audit was completed and issued. The commission does not need more warnings about the completion of the audits and the urgent need for a finance director. I know how much work needs to be done to complete the audits (a large portion being manually), and in my humble opinion, there is no way they can be done on time. It was consistent, non-stop hard work when staff was available, so I cannot imagine what is going to happen now without adequate staff. Additionally, when Trimerge Consulting Group was contracted with the city in 2017, a major part of the scope of work as outlined in the contract was that Trimerge Consultants would take care of the fixed asset/inventory issues. This was never done and now the city has to outsource this service four years later and with over a million dollars already spent on consultant fees. Finally, management is using the services of an independent contractor who, in the performance of her duties, utilizes your office and equipment, has access to your bank accounts to make payments and conduct other business transactions. She also supervises staff, and has 100% of her work controlled by management. A few years ago the city reclassified the working status of the building inspectors who were initially on board as independent contractors. Ms. Lazarre will be able to provide additional information. Thank you for your time.

Carlos Martinez Pena of 2523 Opa-locka Blvd. Apt 134 Opa-locka FL 33054 - Good afternoon. I am a reporter from South Florida Media Network and I am writing an article about the distribution of vaccines for COVID-19 in the area of Opa-locka. 1st question I would like to know why by the end of January in Opa-locka only 2% of the senior population was vaccinated, unlike other

wealthier ZIP codes where almost 50% of the population were vaccinated. (Example: Fisher Island) 2nd question, what are you doing in order to accelerate the process of providing more vaccines to the senior population?

Mayor Pigatt opened the floor for Citizen's Forum for those who were in the audience.

David Sutton of 2375 Superior Street, Opa-locka, FL 33054 - Mr. Sutton stated that he works for the City of Miami Gardens and called on the Commission and City Manager to document the things that are getting done as Miami Gardens does. He shared that the canal near Nathan B Young School needs to be cleaned, that the intersection near his home needs to have the trees cut or a 4-way stop installed because of all of the accidents that occur, and that despite some of the road work he has seen, there are pot holes in his area. Mr. Sutton expressed that while he hears about the police, crime is going to happen and called on the Commission to enact change. He added that he helped get many people to vote for Commissioner Taylor, but is not seeing anything going on. In comparing Miami Gardens to Opa-locka, Mr. Sutton stated the city he works for is moving things when they need to be moved, and that Opa-locka needs more public workers because he doesn't understand how you run a city with so few people, which he expressed he feels is the responsibility of the City Manager and his assistant. He concluded his remarks stating that he believed that his theory is that the Commission is going to let Miami-Dade County take the city right from under them, and left it at that until the next meeting.

Dawn Mangum of 1105 Sharar Avenue, Opa-locka, FL 33054 – Ms. Mangum lended her support, acknowledging that being on the Commission is often a thankless position. She stated that the change that others speak about, comes incrementally, but that she is seeing change they are working towards, expressing as a citizen that she appreciates having spoken to many of the Commissioners from her porch. As a resident for 40 years, she recalled that many have fleeced the city with promises of change that never happened. Knowing what the City was and what it can be, she thanked the Commission for standing in the fight despite the criticisms they come up against. In order to make sure the City progresses, Ms. Mangum shared that she volunteers for the City and is part of one of the boards, and once again thanked the Commission for giving their time, talent and treasure to make sure the City moves forward.

Adrian Wight of 1100 Sharar Avenue, Opa-locka, FL 33054 - Ms. White offered encouragement to the Commission despite the negativity and disparaging comments, as someone who grew up in Opa-locka over 40 years, living one street away from Vice Mayor Williams, recalling having played with her as kids, and loves Opa-locka as the Vice Mayor does. Ms. White said she is at the meeting to back the Commission because she knows they are going to do great things for the City. She expressed that the residents expect that the Commission will represent them with everything they have, and will make sure that they are accountable. Ms. White expressed wanting to volunteer and doing as much as she can to be of service. She expressed that she knows the Commission has

lots of ideas, and added that new voices and ideas are needed to bring the City to where it used to be, and urged the Commission to keep fighting on.

Mr. Brian Dennis asked the Commission for three extra minutes which the Mayor and Commissioners granted. Mr. Dennis addressed the Opa-locka CDC issue with respect to the \$300,000 that is owed in rent by Mr. Willie Logan. He stated that the Opa-locka CDC is receiving millions of dollars through all of the programs they have run for many years, and because Mr. Logan donates to many of the Commissioners' campaigns, they have to decide if they work for the City of Opa-locka or Mr. Logan. In his closing, Mr. Dennis urged the Commission to not make the news by giving away the \$300,000 that is owed to the City.

Dottie Johnson of 137 East Superior Street - Ms. Johnson asked for a copy of the CRA bylaws and annual report, noting that since the Commission has existed the board of the CRA has not changed. She lauded the excellent choice for the Chief of the Police Department, and suggested that he should be given a chance to do some of his initiatives. Ms. Johnson stated that from time to time it appears there is a strong mayor, and that the charter states the role of the Mayor is to preside over the meeting, but some of the speakers always allude to the Mayor, and Ms. Johnson asked what about the rest of the Commissioners, whether they cheated to get in or not. She asserted that what happened in 2018 and 2020 is not going to happen in 2022, and that a report card is being created including the promises made during debates. Ms. Johnson pointed out that the City of Opa-locka has nothing to do with the Opa-locka airport, and that several businesses that are in zip codes that do not belong to Opa-locka are being listed as being in the City, but she has done probing and investigations to get them to no longer be listed as being in Opa-locka. Ms. Johnson ended stating that you can fool some of the people some of the time, but not all of the people all of the time.

Natasha Ervin of 670 Dunad Avenue, Opa-locka, FL 33054 - Ms. Ervin thanked City Manager Pate for showing her that citizens matter. She appreciated being invited to meet the new Chief, who she expressed that she loves already and acknowledged that he and the community are ready to work with each other. As a resident who pays a lot of taxes in the City on her commercial property and her residence and acknowledges those need to be paid, but expressed she doesn't like that her taxes have to go up when there is a company that is making money that owes the City money that it needs. Ms. Ervin expressed that the money owed needs to be pursued, and that the City needs to stop those who are looking for something for free. She urged the Commission to look at the situation with signage, and the reality that many business owners are not getting new signage because it is expensive. After sharing that she grew up in Opa-locka since 1975 and stating that Downtown Opa-locka is dead, she said that she would love to talk about bringing Opa-locka alive once a month by doing something fun that allows residents to come out and enjoy themselves, and offered the example of Wynwood being brought to life. With the new Police Department, the police can protect the residents as they enjoy themselves in the City.

Lamar Cruse of 13831 NW 24th Avenue, Opa-locka, FL 33054 - Mr. Cruse urged the Commission to hire people from inside the City as opposed to from outside of the City. He said he spoke with Ms. Johnson about the issues on Superior street with the need to cut the trees and install speed bumps to help prevent all of the accidents, and that he would be willing to invest into the community to help solve these problems, as well as hire some kids to help clean up Opa-locka over the summer. Mr. Cruse expressed that before the current Commission was elected, money that was paid to outside groups was being lost, and change is now expected. He concluded his comments urging the Commission to put their foot forward on something.

There being no further persons to speak, Citizen's Forum was closed.

Commissioner Taylor stated that he has also heard from many citizens complaining about the trees and old stop sign on Superior, and asked if it is something that can be looked into.

City Manager Pate stated that tomorrow he will have the Police Department and Public Works Department evaluate the area for possible safety issues regarding speed bumps and overgrown trees covering stop signs.

Commissioner Taylor asked whether or not the City cleans the canal.

City Manager Pate explained that while it is the responsibility of the County, they are stating that with their employees working from home the County has been unable to provide an estimated time to get it done. At this point, the Manager stated that the City is going to hire a private contractor and then will try to work with Vice Chair Gilbert to get reimbursed.

Commissioner Taylor asked if the bare minimum of clearing up the outside banks of the canal can get done.

City Manager Pate stated that it would have to be done through an outside vendor because of the safety and liability issues involved with sending untrained staff who could slip on the edge of the canal into the water.

Vice Mayor Williams stated that while she understood the issue with the canal, she asked the City Manager what can be done to get the projects with the trees and traffic moved along, in consideration that they are issues that have been mentioned for years.

City Manager Pate asked Public Works Director Airia Austin to answer the questions.

Director Austin explained that his department normally rents tree trimming equipment, but are in the process of purchasing the equipment so that tree trimming can be scheduled on a recurring basis contingent on obtaining labor forces beyond the five individuals who currently spend most of their time maintaining medians and parks. By ordinance, the contract for maintenance of the canal was awarded to Miami-Dade County because they do not have the manpower nor the

properly trained staff to clean an area next to a body of water. The opportunity to cancel the contract or re-bidding the services for a local contractor is being explored. The Director offered to answer any other questions the Commission had.

City Manager Pate added that various outside agencies are being worked with to bring in qualified temporary workers through temp to hire positions to transition them into the department. He explained that due to COVID-19, staffing levels have gone up and down in the department. The Manager confirmed that Director Austin had raised those concerns and is aware of the initiatives to address the manpower issue.

Commissioner Taylor asked Director Austin if there is a timeline for purchasing the tree trimming equipment.

Director Austin stated that his department will address the concerns with the stop sign tomorrow, but for the city-wide tree trimming effort, he anticipates a timeline of three months.

Mayor Pigatt said to Director Austin that since he has been on the dais, the tree trimming has been a constant thing that has been brought up. The Mayor recalled that the beautification plan that was submitted last year, detailed the schedule for tree trimming and maintenance, and asked if the department has gotten off of the plan and if so, why.

Director Austin said that his department has gotten off of the plan due to manpower issues, which are preventing them from addressing both the median maintenance and tree trimming.

Mayor Pigatt asked City Manager Pate if there is a plan in place to fix the employment issues as well as the funding issues that can be put before the Commission so that they can include it in their plans.

City Manager Pate assured that the employment matters are being addressed with temp to hire workers from South Florida Workforce, including at least two in the past month who have been approved. The Manager acknowledged that part of the problem is the pay, so he has gone over the pay plan with Human Resources Director Kierra Ward, to bring it before the Commission within the next month. He added that he needs to work with Budget Director Robert Anathan to incrementally deal with the pay plan in a way that is fair to everyone involved and not put a huge dent in the budget. With regards to the beautification plan, the City Manager confirmed that he, the Budget Director and the Public Works Director had put a section of money to the side for it, and it just needs to be pushed forward if enough staff becomes available. While he did not know the exact number, he asked Legislative Aide Randy Grice to write that down, so that the Mayor can be provided that number.

Vice Mayor Williams expressed that residents must see the work being done, otherwise you get the recurring theme from today's meeting where the Commission will be judged by one tree not

being trimmed. While those on the dais know the great work that is being done, the Vice Mayor acknowledged that those who are not as engaged don't know that, and that as the great mountains are being worked on, the grass in the valley is also trimmed. In recognition of Black History Month, the Vice Mayor quoted First Lady Michelle Obama, stating "When they go low, we stay high."

Commissioner Burke acknowledged the trees and streets being addressed, but that no one has said anything about the \$300,000 that residents spoke about. The Commissioner asked how it happened and what is being done about it. He recalled that this is the kind of stuff that went on in the last administration, and this Commission ran on change, committing to no longer having friends and family discounts. He added that if he had known that this money was owed, he would not have voted to raise taxes. In recognition that the Commission hired a certified City Manager, he can't sit there knowing that no action has been taken when someone owes the City that kind of money. Noting that with each passing day, the amount owed grows, the Commissioner urged the Manager to either start getting the money back or start eviction procedures immediately and urged the Commission to do its job.

City Manager Pate thanked Commissioner Burke for sharing his concerns. The Manager stated that one of his goals when he began as City Manager, was to look into all the liabilities the City had. He reminded the Commission that every budget year, Town Center One which is the Opa-locka City Hall, has been losing money as far as rent owed to the City. Initial discussions were started last year with Opa-locka CDC in an attempt to resolve the matter. While somewhat of a solution had been reached, some issues arose and then legislation was drafted to go on the agenda when issues came up about not having a property manager to evaluate all of the leases. An RFP that should have been released already, addressed the need for a property manager and upon a request for clarification, the Manager pulled the item from the agenda to make sure all of the concerns were addressed. The Manager shared that he is supposed to have a meeting with the Chief Operations Manager next week to see if there can be a resolution to the matter, and at that point he will make a recommendation to the Commission through the City Attorney about legal action. In hopes that one last mediation effort can work, the Manager would like to try and avoid destroying the relationships that the Opa-locka CDC has built over the long period of time they have been working with the City, or cause a war with the Opa-locka CDC, and upon that concluding, he committed to providing his recommendation.

Commissioner Burke reminded City Manager Pate that he has been here for a while and is not trying to start a war between the City of Opa-locka and the Opa-locka CDC, but business is business. Acknowledging that \$300,000 is not a little bit of money, and represents the salary of several employees and three more police officers. The Commissioner said a timeline is needed on this, and that he does not want this to linger for another year. If the Manager is not able to reach an agreement with them, the Commissioner asserted that he needed to turn it over to the City Attorney.

Commissioner Davis addressed the elephant in the room, as the person who can speak about Opa-locka CDC better than anyone, after having worked there for several years and providing several services through community initiatives. The Commissioner assured the Commission that he would never support an organization that wasn't in the best interest of the community, and he can attest first-hand to the benefits that the Opa-locka CDC has provided over the years. He understands that they have issues paying their bills and that the City and the Manager have taken an official position on that matter, and asserted that he would never support the City granting leeway to an organization and them not paying their fair share. He added that he doesn't believe it is an issue for the Commission to pick up, as there is not a strong mayor or political body form of government. As recognized by the Commissioner, the Manager has taken his position and this should be left in his hands.

Vice Mayor Williams addressed Ms. Natasha Ervin's comments about the revitalization of Downtown Opa-locka and expressed that she wholeheartedly agrees with her. The Vice Mayor shared that she mentioned it the other day in a meeting, and added that soon her wish will be granted when she sees outdoor exposure with pop-up shops and different things happening to engage the citizens in Downtown Opa-locka. She is excited to see the process moving forward to work with Ms. Ervin and the board to make it happen.

Mayor Pigatt expressed that he was glad that the City Manager responded to the issue with the trees and looks forward to seeing the beautification plan. He asked the Manager to forward the Commission a memo to detail the challenges with the cleaning of the canal, so that they can contact the appropriate elected officials and do their job as the elected officials and represent the City. As it relates to the amount of money owed to the City, the Mayor stated that Commissioner Davis stated it right, that it is not a political issue or Commission issue, and is squarely a City Manager responsibility, and they want to be sure that he does what he was brought to do and not let something like that even have the assumption that there is anything that has to do with politics. The Mayor asserted that all of the many debts and liabilities the City of Opa-locka has must be addressed, to be sure that taxpayer dollars are utilized and those that owe the city are properly addressed. He asked for an update, while acknowledging that the issue with Town Center One has been something he has seen on the dais for many years. Recalling that the Operational Audit recommended to get a property manager which was passed through legislation a few weeks ago. The Mayor asked when the RFP is closing and when it will be in place, so that this issue can be put to bed.

City Manager Pate shared his appreciation for the comments made by Commissioner Davis and Mayor Pigatt. In clarification to everyone on the dais, he stated that in his time as Manager he has never stated to any Commissioner or any resident that this is a political issue or that he feels pressure from someone on the Commission to not take action, and it is something the Manager said manifested because of the history of the City. The Manager went on to describe the situation expressing that Opa-locka CDC does a lot for the City, discussions were had with them about 3-4

months ago in regards to resolving it and then other things happened. He further recalled that he discussed it with the Mayor when he called, there were issues with the property manager and leases not being uniform, then there was an agenda briefing about six months ago to discuss amending their rental agreement and the Manager personally pulled it. The Manager offered assurances that the item was not pulled based on anything that any of the Commissioners said, and that he was trying to maintain a relationship with Opa-locka CDC based on everything they have done for the City. In addition, he explained that he was trying to collect the funds, and that there is a dispute of facts in regards to the lease, square footage, maintenance and repairs. The Manager shared that though they did not get City approval, with no record of permits or itemized billing, he had offered that the City would be willing to offer a credit for the improvements they made to the building. As a result, it is not just \$300,000 owed, but rather there are a multitude of issues going on. As noted by the Manager, the key is that it has been brought up on the dais and conversations are going to be had next week. If the point is reached where conversations are futile or break down, the Manager committed to seeking the assistance of the City Attorney to file litigation. He advised that such a decision would be made by next Friday and advised that the Commission will get a formal memorandum via email with a formal update. The Manager clarified once again that it has never come out of the City Manager's mouth that no one on the dais stopped him from doing his job, and that while they may agree to disagree, the Commission always lets him do his job. He went on to address the finance fiasco and the comments being made about the Finance Department. The Manager recalled sitting there hearing those comments being made at several meetings, while he sat silent allowing the comments to be made. He reminded the public that the City is under financial emergency, under oversight by the State of Florida, and Ms. Gerri Lazarre's bills, contract and performance are reviewed by the state of Florida, in addition to weekly meetings every Friday with the State of Florida and Ms. Lazarre, the City Manager, the Assistant City Manager and the Budget Director. To keep hearing the comments about Ms. Lazarre is getting ridiculous, and in recognizing that Assistant City Manager George Ellis is being used as the heavy because he assists the Manager with the day-to-day by attending the staff meetings, the Manager said enough is enough. He thanked the employees for their service to the City and shared that he appreciates them sincerely, but asked when this stops. The Manager reported that he is in conversations with the State about doing a national search for a Finance Department Director, and added that no one in South Florida wants the job because they don't want to put their CPA at risk with the City being under financial emergency, and those that are willing to do it want \$200,000 a year. He said to trust him that Ms. Lazarre is tired of being beat up and wants to transition to a Finance Director, a sentiment she has expressed openly in meetings and to the Manager directly. The Manager asserted that she is not exploiting the City or taking the City's money. He stated that all of the rhetoric at every single Commission meeting is discouraging the staff, and is causing them to have thought processes about Ms. Lazarre that are false in nature. The Manager asserted that if you are upset with the City and feel you have a claim, then you should do what you have to do and seek out the appropriate authority including the EEOC or the possibility of filing a lawsuit, but he asked for all the talking to stop.

Vice Mayor Williams expressed that she wholeheartedly agrees with the City Manager and asked if it would be possible to issue a cease and desist letter. She offered kudos to Ms. Lazarre for continuing to take the beating she takes every Commission meeting, and shared that she knows how she feels. Continuing to do the great work she is doing in the Finance Department, is a testament to her character even though conspiracy theories continue to fly around every Commission meeting about her and others. The Vice Mayor wishes that a cease and desist letter can be done.

Commissioner Burke asked to be recognized.

Mayor Pigatt stated that the Commission needed to get to the business of the meeting.

Commissioner Burke agreed.

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO DEVELOP AND IMPLEMENT A CRIME STOPPERS PROGRAM, “NO MORE TRASH”, TO DETER ILLEGAL DUMPING IN THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Williams*

The above resolution was read by Assistant Attorney Candice Cobbs.

It was moved by Commissioner Burke, seconded by Commissioner Taylor to pass the resolution.

Clerk Flores provided a substitute item.

Commissioner Burke and Commissioner Taylor recalled their motions.

Assistant Attorney Candice Cobbs read the substitute item into the record.

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO DEVELOP AND IMPLEMENT A CRIME STOPPERS PROGRAM, “OPA-LOCKA, KEEP IT CLEAN”, TO DETER ILLEGAL DUMPING IN THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Williams*

It was moved by Commissioner Burke, seconded by Commissioner Taylor to pass the resolution.

Mayor Pigatt asked Vice Mayor Williams to introduce the item.

Vice Mayor Williams thanked Mr. Austin, the City Manager's Office, Ms. Lawson and Ms. Flores for continuing to work with her as the item is moved. It is near and dear to her heart, because having been born and raised in Opa-locka, she recognized that dumping has always been an issue. She stated that if the Commission is going to talk about beautification projects, this is one where they need to take the bull by the horns. The item is asking for the community's assistance if they see a perpetrator dumping in the city, and the perpetrator is prosecuted, through some steps connected to the resolution, there is a possibility for a reward, which makes it like a Crime Stoppers program. The Vice Mayor asked for feedback on the item from the Commission because she doesn't want it to just be her vision, and wants to make the resolution better.

Commissioner Davis thanked Vice Mayor Williams for sponsoring the item, after it was recommended by the City Manager's Office. He acknowledged that the eye sore of illegal dumping has been an issue for some time. The Commissioner said that he likes the program, and asserted that a strong message must be sent to the community and those perpetrators who violate the City's code by dumping in the community. He shared that he has two illegal dumping signs to deter perpetrators in the perimeter of his home. The Commissioner did acknowledge that it was a really big problem at first, but he can see the curbing of illegal dumping thanks to the signage from the Code Enforcement Department, and suggested the Mayor may be able to attest to that. While he expressed that the allocation of \$10,000 to run the program is not a lot of money and acknowledged that the program was recommended through the City Manager's Office, with an understanding that there are a fixed amount of resources, and given the crime issues that have been experienced recently, he would rather see a more comprehensive program to address violence and public safety issues. The Commissioner added that if he is going to support an item that is \$10,000 in the middle of a public safety crisis, he wants to be sure that there is more money in the budget, and suggested that the item could be proffered under future agenda items to get a consensus. For the Commissioner, the priority is public safety as opposed to illegal dumping. He shared that he recently did some work to his home and had to put out wood in front of his yard, and Miami-Dade County was out the next day with a fine and notice. The Commissioner asserted that he is not opposed to the item, but wants to be sure if it is supported tonight, that there is money available to address the crime and violence issues.

Commissioner Burke acknowledged that illegal dumping has been a problem in the City for years. He thought that the City had an illegal dumping policy, but when he checked with City Clerk Flores, she couldn't find one. The Commissioner thanked the Vice Mayor for having this vision. He shared that this morning he saw what looked like someone had dumped all of the tiles from an entirely torn up bathroom on the service road near 37th Avenue. As a supporter of the item who thinks it is needed, he suggested that the Commission may have to go further than this, and install some cameras for it to be extremely successful, because there are still a lot of people in the city

who don't want to get involved even despite the money incentive. The Commissioner once again thanked the Vice Mayor for her good vision.\

Commissioner Taylor expressed that he loves the idea and supports it, but has to agree with Commissioner Davis about whether or not the City is financially stable enough to handle this at this present moment. In consideration that in this climate \$10,000 is a lot of money, the Commissioner asked the City Manager if he can offer assurances on that.

Mayor Pigatt stated that one of the responsibilities of the City Manager is to provide a cover memo and a financial analysis on the impact of all legislation, but he does not see that on this item and asked where that analysis is.

City Manager Pate stated that he had no idea, and was pretty sure that he saw one and signed it, but acknowledged that it could have been an error of his office. He recalled that there were some changes in language, and some back and forth, and that the Vice Mayor was at one point going to defer the item to make additional changes. The Manager apologized and affirmed that this was not customary for him, and he will find out where the breakdown was. To ease everyone's conscience, the Manager shared that the Vice Mayor met with Budget Administrator Robert Anathan, Public Works Director Airia Austin, Ms. Lawson, and Assistant City Manager George Ellis on Zoom to go over the program, and the Budget Director did set aside \$10,000 for the program, which is fully funded.

Clerk Flores stated that while this is a substitute item, in the agenda package there is a cover memo with the \$10,000 that the Manager spoke of.

Mayor Pigatt said he did not bring his agenda, but took a look at it.

Vice Mayor Williams clarified that it is her intent to defer the item, not to vote on the item, but to discuss it to make it crystal clear and succinct. She thanked the Commission for their comments, because what she wanted was that it be discussed and get more input to make it the best possible agenda item.

Public Works Director Airia Austin explained that the \$10,000 being proffered for the program will be taken out of the solid waste collection fund that is used for payment of illegal dumping and things like that.

Mayor Pigatt thanked Director Austin for bringing clarity to the discussion, and if the item will be deferred, he wants to be sure that the information provided by Mr. Austin, clearly explaining that the funding being taken from something else within the memo. The Mayor thanked the Vice Mayor for bringing the idea to the Commission, and recognized it as another step in the beautification of the City. He acknowledged, as Commissioner Davis did, that progress has been made, and recalled having made getting the trash picked up on time one of his goals. The Mayor

shared that after having some issues with Miami-Dade County, the City was able to get them to have a Code Enforcement Officer specifically for the Opa-locka area, which is why Commissioner Davis learned how quickly they fine people, but there are limitations to that and is dependent on the area where the dumping occurs. With the additional layer of protection that this program provides, the Mayor acknowledged that the City can't have eyes everywhere, and thus the City should engage and incentivize residents to help. He asked if the hotline will be combined with the SeeClickFix app, and that a public relations campaign is included. The Mayor asked that if there is any cost associated with that, it should be included in the legislation so that the Commission can make sure it is funded and will be executed when the Commission passes it. He asked the City Manager to address those concerns.

City Manager Pate stated that the IT Department has assured him the hotline will be fully active at the time of activation of the legislation. He reported that SeeClickFix is being finalized to be up and running, and just had some design issues resolved which includes the app design done by PR Consultant Jessica Modkins. An issue with the Apple Development Agreement is being taken care of by IT Department Director Nelson Rodriguez. The Manager confirmed that SeeClickFix will be a reality soon. If it is the Commission's will, the Manager stated that this will be sent to Ms. Modkins to make sure there is an appropriate marketing campaign, overseen by the sponsor Vice Mayor Williams and the City Manager, to make sure it is successful.

Mayor Pigatt recalled that one of the concerns that has been raised quite a bit over the past few years is having different numbers, and that the foundation for the call center was having one number that citizens can call at all times and get directed to the appropriate personnel, with SeeClickFix being the app integration for it. The Mayor asserted that he wants to make sure it is all interlocked and reflected in the policy, so that it can be successful.

City Manager Pate assured the Mayor that he will work with IT Director Rodriguez to address those technical issues, and will work through the workflow so that they don't have to wait for prompts, which many already don't wait for, but committed to figuring it out.

Mayor Pigatt thanked the Manager and asked him to figure it out and put it into legislation, so the Commission can pass it. The Mayor then asked if the Vice Mayor would like to defer the item.

Vice Mayor Williams confirmed that she wanted to defer the item, adding her thanks to all of the Commissioners. She stated that she does not have a timeline, but that when the Commission passes it, they will know that it is a solid plan and that it will spiral with other things they plan to do including the beautification project.

Mayor Pigatt confirmed the item was deferred.

14. NEW ITEMS:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A NEW OPA-LOCKA COMMUNITY BUS ROUTE IN AN AMOUNT OF UP TO TWO HUNDRED TWENTY-FIVE THOUSAND, ONE HUNDRED TWENTY-ONE DOLLARS (\$225,121.00); AUTHORIZING A FUNDING MATCH FROM THE CITY OF OPA-LOCKA FOR THE PROGRAM; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE BUREAU OF JUSTICE ASSISTANCE GRANT FORM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**
Sponsored by City Manager

The above resolution was read by Assistant Attorney Candice Cobbs.

It was moved by Commissioner Taylor, seconded by Commissioner Davis to pass the resolution.

Mayor Pigatt asked City Manager Pate to introduce the item.

City Manager Pate stated that this is a transportation grant for the second bus route. Based on the Commission's will to open up the second bus route, the City diligently looked for and located funding. The Manager asked Budget Administrator Robert Anathan to come on the line to explain where the funding was found, and what the plan is for the next three years.

Budget Administrator Robert Anathan began with an administrative point explaining that the title he just heard that the grant is \$225,000, but the supporting documentation indicated that it is \$255,000 and he wanted to bring it up now in case it could create problems as the Commission moves forward on this. Administrator Anathan stated that the one bus route the City currently offers is funded by the Citizens Independent Transportation Trust, also known as CITT which is a County program to improve bus transportation. Right now the City is paying about \$210,000 a year to operate that bus route. The original estimate for a second bus route is \$510,000 which could be lower. At the moment, the grant is a one-year grant, and while it has not yet been confirmed, it is believed to be a 3-year grant. When this item came up before the Commission on January 13th it was recommended to not be accepted because accepting a grant that could be \$255,000 for three years meant that the City would have to come up with \$765,000 in matching funds. The Administrator explained that he was not as familiar with the CITT at the time, which does offer options. He reminded the Commission that the City gets money from CITT after successful audits, and reported that there was a successful audit for FY 2018 that was completed in the last couple of months as indicated by the Interim Finance Director and released \$261,000 which are unbudgeted funds. The issue becomes that money can't be used for the first-year match, and would have to get into the second and third year. The completed audit revealed that there are an additional \$469,000 that have been reserved for the City for future bus transportation. The Administrator detailed the math, explaining that CITT is distributing around \$750,000 a year to the City, \$150,000 is targeted for the bus transportation and the other \$600,000 is targeted for roadway and sidewalk improvements. He explained that \$150,000 is targeted for use, the City is spending

\$210,000 leaving a surplus of \$469,000 that can be used to fund future bus operations. If the city remains with only one bus, the City will run a deficit on average of \$60,000 per year, and the \$469,000 that is available will last until about FY 2026. What is being proposed is to use \$250,000 for the second year match, which would also wipe out the surplus. In the third year, the City would then have to fund the \$60,000 deficit from the first route and also the \$255,000 match from the second route for a total of a little over \$300,000. Staff recommendation is that by FY 2023, the road and sidewalk restoration will be at a point where it is going to be less necessary to pour so much money into it, thus the recommendation from the Administrator is to reprogram about \$310,000 from what would otherwise be for roadway and sidewalk improvements, and use it for the third year match. As the Administrator explained, those \$310,000 would be equivalent to resurfacing about two and a half miles of a two lane road. The Administrator advised that all of the numbers are based on assumptions, and explained that should those assumptions change, then the second bus route would have to be re-visited. He concluded with his assertion that this would be an appropriate trade-off and hoped what he explained was not too confusing and offered to answer any questions.

City Manager Pate stated that his office fully recommends Administrator Anathan and Director Austin's recommendation. He said that he knows when there is talk about moving money from sidewalks and roads that the Commission may get a little nervous, especially because that has been one of the four major challenges. The Manager shared that he thinks the City will be at a point where so many sidewalks and streets have been done, that the Commission can re-focus those funds. He offered assurances that work will still be done on the roads in the third year, but it will not be as aggressive as this year or next year. If the Commission wants a second bus route and thinks it is going to serve residents, they are going to need to make a trade off. As a caveat, the Manager stated that this is if Amazon and various other businesses employ residents, which at this time isn't very strong. The Manager did assert that he thinks a second bus route is a service that should be offered to residents, stakeholders, and those who come to and through Opa-locka. He recalled that the second bus route was the will of the Commission on the final meeting before the election, and he believes it is the direction the City should move in going forward. The Manager concluded stating that if the Commission feels the plan is too aggressive and would prefer to resurface two and a half miles of roadway and sidewalks done, the Commission can vote it down, but he reminded the Commission that there will always be plenty of streets to do and encouraged them to look at the issue holistically.

Budget Administrator Robert Anathan added that there are other sources for funding roadway work, including the gasoline tax, and thus this is not the sole source of funding going forward.

Commissioner Taylor asked if there is a timeline for the release of the money from CITT, expressing concerns that the resolution will take effect immediately and that the CITT funds may take time to be released.

City Manager Pate deferred that question to either Budget Administrator Anathan or Financial Consultant Gerri Lazarre who works intimately with CITT.

Budget Administrator Anathan explained that a new bus service for the second route will need to be identified, and by the time that is in place the \$261,000 will have been provided to the city, which the Administrator was confident Financial Consultant Lazarre would back him up on.

Financial Consultant Gerri Lazarre reported that earlier today she spoke with Cathy Jackson who performed the audit at the CITT who said she should contact the CITT Executive Director Mr. Toledo because the City should have gotten the \$261,000 already. Ms. Lazarre stated that she plans on reaching out to them tomorrow and doesn't think it will be that long because last year, the \$901,000 was paid within 45 days of getting the report, and thus she does not believe the time frame will be in excess of 30-60 days. She concluded by offering to take questions.

Vice Mayor Williams expressed that not seeing the full funding for the third year, gives her pause. Recalling that the Commission voted for a company to write grants for the City, the Vice Mayor wanted to know if they found this grant, and how they can ensure that the grant management company will aggressively find grants to cover year three. She wants to know if they can help the City in that way.

City Manager Pate explained that this grant was done in-house and was not through the grant writing company that the City hired, but deferred to Budget Director Anathan on future grant writing because he oversees the grant writers.

Budget Director Anathan reported that the grant writer is working on grants for other departments, including a broad inventory of grants that Director Anathan can't commit will be a source of funding for the third year, but assured that if there is something available out there the grant writer does respond to it. He also confirmed that the grant being discussed was done in-house and was done way before the contract was signed with the grant writing service.

Commissioner Davis asked Budget Director Anathan to elaborate on the \$600,000 that is being provided to the City for roadway improvements.

Budget Director Anathan clarified that because the City has had problems with CITT, it breaks into two parts: the monies that are received for bus operations are funded immediately but the \$600,000 is money the City gets after the audit is completed. As an example, the Director explained that if roadway work was done in FY 20, the City will not see those \$600,000 until that audit is done. He added that of the \$750,000 a year being provided, where roughly 20% goes to the bus and 80 % goes to road work, and while he acknowledged that it is a little more complicated than that, he is trying to keep it simple.

Commissioner Davis thanked Director Anathan for confirming that there is a source of revenue for the matching funds.

Mayor Pigatt pointed out that while Budget Director Anathan has stated that the grant is for \$255,000 and that he sees that in the budget, he sees \$225,121 reflected on the resolution, and asked if that was a scrivener's error. If so, the Mayor asked that an amendment be made to resolve that in the three places where it is at.

City Manager Pate confirmed it was a scrivener's error and apologized that the three reviews that resolutions go through, missed it. He confirmed that it will be resolved, and requires a motion to fix it.

Mayor Pigatt confirmed that an amendment is being made to the item, to reflect that the City is accepting a grant of \$255,000.

City Manager Pate confirmed by saying "Yes, sir."

Mayor Pigatt stated that he thinks that it is an accurate assessment from staff in assessing the role of the City and reutilizing those funds. The Mayor recalled that renegotiating the use of CITT funds to be allocated to roads when the bus was not available. With regard to the third year funding, while the Mayor understands that CITT funds are able to fund it, he echoed the sentiments of Vice Mayor Williams about finding funding. Acknowledging that the bus route will connect two major institutions including Amazon and Miami-Dade College with Tri-Rail and further acknowledging that he does not know where the dialogue with Amazon is at, the Mayor asked for for any proposal, memo or grant write up so that the elected officials can do their job to advocate for the partners in the City to invest in providing this much needed service that will provide ease of access to resident to work at Amazon and for students to go to Miami-Dade College. The Mayor stated that the Commission has three years to figure out a way to have those community partners put some money in to help ease the budget, and will be helpful to move this forward.

City Manager Pate asked Budget Administrator Anathan to write up a breakdown summary with the need for potential grant funding for the second and third year, so that the Commission can have it. The Manager expressed that it would allow the City's elected officials to do great things in their conversations with legislators and the County which has a very strong relationship with Miami-Dade College and Amazon, which was the County's project through the Carrie Meek Foundation.

Mayor Pigatt reminded the Commission that Amazon has a lobbyist registered with the City, who needs to be aware of these conversations.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Mayor Pigatt	Yes

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

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

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

City Manager Pate reported that after careful deliberation, an outstanding meet and greet with the Police Department that included residents, employees and local stakeholders, in addition to the survey comments received over the last weekend through today, with great pleasure the Manager pushed forward his recommendation to hire Steven Barreira as the Chief of the Opa-locka Police Department. The Manager shared that the terms were accepted through the negotiations and that he hopes he will be on board in the next month, by April. Acknowledging that it was a difficult decision, the Manager shared that he thinks it is the right decision for the city after talking to Steve about his philosophies on law enforcement which align with the Manager's vision for moving the Opa-locka Police Department forward. Mr. Barreira has been accredited with the State of Florida and nationally, having served 23 year in Jacksonville County dealing with violent crime. The Manager stated that everyone knows that Jacksonville is not the best place to be as far as their crime. With his background there as well as a background in Clay County as the Assistant Chief over community services, dealing with community oriented policing on a full time basis. Having all of his time in law enforcement serving with County law enforcement agencies, coming up through the ranks in the large jurisdictional area, as well as all his years of experience will be a great value to the City. The Manager also formally announced that Lieutenant Nikeya Jenkins will be promoted to the rank of Assistant Chief of Police in tandem with Chief Barreira. He expressed that he thought it was very important that the selection be done internally for the exempt position, and that he believes she is doing a wonderful job. Upon Steven Barrera coming in as chief of police, the Manager will call for a special Commission meeting, for the special ceremony to swear them both in as Chief and Assistant Chief of Police at the same time. The Manager stated that the buck stops here and hard decisions have to be made as the City needs to move forward. He added that he's invested a lot of time and energy in the Police Department over the last six to seven months, and now it's time to give the reins to somebody else so he can focus on other departments and Commission priorities. When Lieutenant Jenkins walked back into the Commission

meeting, the Manager recognized her and the Commission applauded for her. Additionally, the Manager reported that he received an email from Comcast a couple of days ago about the cable station that has been inactive for years, and if it is not active in the next six months they will take it back. He has directed IT Director Rodriguez to figure out the equipment needed to operate the cable station, recognizing that it is a different conduit to communicate with residents. Once the financial liability is figured out, the Manager will have Director Rodriguez meet with Budget Director Anathan for a budget amendment that the Manager feels is greatly needed to open up the cable station and be able to stream and put up information for residents who have Comcast. The Manager expressed that he feels this is very important and is putting his efforts behind it to move the City forward into the twenty-first century. In tandem, the Manager explained that the Commission is going to have to figure out who is going to operate the station, in consideration that Director Rodriguez can't have another responsibility added on top of the responsibilities he already has on him. The City's options include doing another RFP or temporarily having someone in HR, Director Rodriguez's staff or PR Consultant Jessica Modkins' firm put content and scheduling content to be shown. The Manager explained that it is basically the work that Ms. Modkins is doing already, because the content is taped and then placed on the station. He asked Legislative Aide Randy Grice and City Clerk Joanna Flores to remind him to add this to the agenda for the workshops on strategic planning. He stated that he thinks the Commission would agree with him that the cable station is worth saving. The Manager concluded his report sharing his appreciation for the residents who speak about their expectations to see change in the City and reminded everyone that while change comes slowly it is not an excuse. He added that because the City is under a financial emergency, and until the City gets development and additional tax revenue, any change that is made to initiatives, eats into the five year plan which is updated and readjusted every year. If it is the will of the Commission to make budget amendments, money can be diverted. The Manager shared that he spoke with Budget Administrator Anathan yesterday about finding ways to cut the budget when budget amendments and major initiative changes are made, and considering that we are halfway through the budget year, he asked him to look at all the programs to see what funds have been used and what funding can be shifted either into fund balance, reserves or divert it to a different program. He acknowledged the statement of the resident who expressed that they had said the same thing three months ago and that both he and Director Anathan hear the residents, and the Manager asserted that it takes manpower, equipment and funding to get movement. The Manager stated that the Commission is going to have to figure out what the priorities are and if money is going to be shifted for a major initiative, the Commission will have to identify where the money is coming from and what cuts are going to be made, instead of eating into the budget or the fund balance. He asserted that the City is not ignoring residents and is very responsive, and the Manager assured that he takes it into account as he makes decisions based on the best interest of the residents and the financial security of the City. The Manager shared that when the budget is changed and money is shifted around, the State accepts it after asking their questions, but the Commission is going to have to start asking where the money is coming from. Additionally, the Commission needs to remember that the City is in negotiations with AFCSME and the Police Department that has had their contract expired for years and are going to make some kind of monetary ask. The Manager added that it would be irresponsible to not give any raise after 10 years because you have to retain employees and as the Mayor says, people have to have a living wage, which the lower 1/3 of the employees do not have, but he noted that he can't even present the pay plan to the Commission because of the negotiations. Manager Pate offered to take any questions from the Mayor, Vice Mayor or Commissioners.

Commissioner Burke recalled that city buildings used to have security, and asked if the police officers on the midnight shift make checks of the buildings.

City Manager Pate responded affirmatively, stating that they do.

Commissioner Burke reported that there are people living at City Hall or are going in there to do what they need to do. The Commissioner shared that he saw a woman and a man disappear into the compound at approximately 11:30 PM. He added that the boards on the second floor have been taken down, even though the rest of the building is secure. The Commissioner asserted that it needs to be looked into and the buildings need to be checked at night on the midnight shift.

Mayor Pigatt asked if there was a Sergeant at Arms.

City Manager Pate responded affirmatively with a yes.

Mayor Pigatt stated that he was hearing feedback and voices.

Vice Mayor Williams reminded City Manager Pate that he didn't speak on the re-opening of parks.

City Manager Pate reported that he sent out correspondence yesterday about the parks being reopened to the public from sunrise to sunset for outdoor activities such as walking, jogging and half-court basketball, including a restriction on groups of 10 or more. The Manager asked the Parks & Recreation Department for a plan to phase that in and he will make sure that PR Consultant Jessica Modkins puts the information out appropriately.

Commissioner Burke asked if that includes the kiddie park.

City Manager Pate stated that it is all park facilities, including the kiddie park.

Commissioner Davis stated that in consideration of how big of an issue public safety is in the community, as City Manager Pate and Budget Administrator Anathan look at ways to cut spending, that a valiant effort is made to include public safety.

City Manager Pate assured Commissioner Davis that his priority is public safety. He added that he is looking at those areas, and looking to give staff a decent wage to move the City forward, and make them happier when they come to work.

Mayor Pigatt asked City Manager Pate about the roads he is seeing as he drives around the City, that were in the middle of being fixed and have stopped.

City Manager Pate asked Public Works Director Austin to answer that question.

Public Works Director Austin explained that they were backlogged with payments to the vendor, but they have identified the problem and it is being resolved. Once the payments have been issued, they will be returning to finish the process.

Mayor Pigatt shared his concern about that, because of the history in the City of Opa-locka, and asserted that the City must respect vendors. He added that he thought that due to policies and procedures that have been put in place during the financial oversight, that this had been addressed. Recognizing that this is a major project, the Mayor asserted that it needs to get done because there are residents whose houses are being impacted by being directly in front of the construction area, and also stated that it affects the City's relationships with vendors that want to do business with the City of Opa-locka but are afraid of financial issues. The Mayor asked what performance measures are in place to make sure this does not happen, and that it is not a problem at all.

City Manager Pate explained that conversations with the state are on-going to shorten the review process, in addition to the ongoing issues with the procurement system that Budget Director Anathan is reviewing. The Manager also expressed concern with the work stoppages, and stated that he has not seen expedited requests come across his desk, which should be sent to him if there is a vendor that is at the brink of stopping work, so that he can send it to the State to get appropriate payment. He asked Public Works Director Austin if the vendor warned that they were going to stop work, or if it just happened.

Public Works Director Austin said it just happened.

City Manager Pate asked if there was any pre-warning, and if they ever said they were going to stop work because they were owed money.

Public Works Director Austin stated that they asked for payment, and his department submitted the request to the state for expedited approval. He added that the vendor had some concerns about the frequency of expedited requests, and these are some of the results.

City Manager Pate said he would deal with the expedited requests.

Mayor Pigatt recalled that this was one of the concerns he brought up a few weeks ago in the City Manager's Monday briefing and wants to be sure that it is something that is taken care of and addressed as a City, and he looks forward to updates at the upcoming meeting on Monday.

City Manager Pate confirmed that is not a problem.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

Commissioner Taylor announced that on March 11th at 6 PM there will be an event titled "Opa-locka Attacks COVID-19" with a panel of experts, including medical professionals who will answer questions

that citizens may have about COVID-19 and the vaccine. The Commissioner explained that there will be a drawing for two slots on the panel among all the citizens who want to participate.

Vice Mayor Williams thanked Commissioner Taylor for helping to organize the panel discussion, and expressed the need to help especially Seniors understand COVID-19 and the vaccine better, and extolled how great it will be to have community members talk to them. The Vice Mayor asked Commissioner Taylor if he had paired up with PR Consultant Jessica Modkins' office for this.

Commissioner Taylor stated that while he hasn't yet paired up with Ms. Modkins, he did go through the proper channels, and confirmed that she will be designing a flyer to put on Facebook to get the community involved.

Vice Mayor Williams explained that she only asked because she proffered an event in December that has not yet come to fruition, but is glad that Commissioner Taylor is taking the lead.

Commissioner Taylor confirmed he is taking initiative.

Vice Mayor Williams said she is following Commissioner Taylor's lead.

Mayor Pigatt wants to make sure that the new Commission hosts a few workshops to clearly detail out priorities and put together a strategic plan. Because part of the City Manager's annual contract is to have that set of priorities, the Commission owes that to him and the window for his evaluation starts on March 1st and ends of April 30th. The Mayor added that the Commission needs to talk about the events and event policy, beautification, H.R. evaluations, in addition to all of the things that have been brought up by the Commission. He asked if bi-weekly workshops can be set up during weeks when there is no Commission Meeting, scheduling 2-4 meetings over the next two months. Recognizing that at the end of that two month period, the City will already be half way through the fiscal year, and those guidelines have not been set. Additionally, the budget process will begin in March or April, so despite the sacrifice of time, it is very important that the Commission does these things. The Mayor stated that one of the main reasons that a lot of his goals have been accomplished, is because they have been put in the budget, and he has stayed on top of those priorities in the Commission meetings. He wants to make sure that all of the Commissioners' goals are very clearly outlined, so that the Commissioners can hold each other accountable, and they can hold the City Manager's office accountable, so they can move forward. The Mayor said he generally clears his schedule on Wednesdays anyway, and proposed that the workshops be put on the schedule on Wednesdays when there is no Commission meeting, but would like his colleagues' feedback.

Commissioner Davis proposed that the number of workshops be defined, as opposed to having recurring bi-weekly workshops, and asked that they be virtual to ease the access for the Commissioners.

Mayor Pigatt explained that the reason he suggested 2-4 workshops is because he knows that events will be a workshop within itself, strategic planning is going to most likely be 2-3, and the Commission still has to discuss evaluations, beautification and at the end of the day, needs to figure this out. Some of the workshops can be set later on, but some of the goals need to be done within the next two months to prepare for the budget cycle and respect the Manager's contract. The Mayor asserted that he is completely fine with the workshops being virtual.

Commissioner Taylor is good with Wednesdays, but would like a more organized outlook on the topics of the workshops, so that there are not just meetings without anything getting accomplished.

Mayor Pigatt explained that the Commission had talked about doing a workshop for events, and that strategic planning is tied to the budget and goals. The Mayor asserted that when the contract was negotiated with the City Manager, it was very clear that he has to have goals from the Commission in order for him to do his job. It gives the Commission, the public and the City Manager what the foundation on what the Commission wants to address, which is a basic part of how government is run. In those workshops, the Mayor explained that the Commission can decide whether they are going to be on beautification or H.R. The Mayor just wants to make sure that the Commission sets the time to tackle these things.

City Manager Pate asserted that at least two workshops are needed in March, that the staff will be engaged and that he will send out an email tomorrow for the Commission to agree to meet for the workshops on two Wednesdays.

Mayor Pigatt asked the Commissioners if they can do Wednesdays virtually when there are no Commission meetings, and confirmed they were OK with that.

City Clerk Joanna Flores asked to clarify if the workshops will be scheduled every other Wednesday, opposite the Commission meetings.

Mayor Pigatt confirmed by stating yes.

City Clerk Joanna Flores asked for how long the workshops should be scheduled.

Mayor Pigatt stated that just for March for right now.

City Clerk Joanna Flores stated that she asked because of the need to catch-up on the minutes from last year's workshops.

Mayor Pigatt stated that is why he wants to be very clear so that staff knows what is going on and that he understands that everyone has family to take care of and see. The Mayor also reported on a meeting he had with Cordoba Courts, Congresswoman Wilson and a few others, which covered the challenges that need to be addressed. He acknowledged that one of the top priorities that he and Commissioner Davis had when they were first elected, was addressing the slum conditions in the City with the hiring of a housing officer and Code Enforcement going into problem areas to evaluate, asking for help from NAACP, tenant associations, legal services, and Congresswoman Fredericka Wilson's office, there has been a lot of progress that has been made which the residents see. The Mayor gave a shout out to Congresswoman Wilson and Representative Bush, who is doing the same at Glorieta Gardens. He concluded his report by sharing appreciation for everyone wearing their masks.

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

22. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Burke, seconded by Commissioner Davis to adjourn the meeting at 10:24 p.m.

Matthew A. Pigatt
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
March 10, 2021
7:00 P.M.

1. CALL TO ORDER:

Mayor Matthew A. Pigatt called the meeting to order at 7:20 p.m. on March 10, 2021 at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. Noting that the Commission had not established a quorum, the Mayor asked City Attorney Norris-Weeks to read the protocols that govern quorum.

City Attorney Norris-Weeks read the protocols that govern quorum.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Chris Davis and Mayor Matthew A. Pigatt. Also in attendance were: Assistant City Manager City George Ellis, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobbs and City Clerk Joanna Flores. Vice Mayor Veronica Williams, Commissioner Alvin Burke and Commissioner John H. Taylor were not in attendance.

3. INVOCATION:

The Invocation was delivered by Mayor Pigatt.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Mayor Pigatt and Commissioner Davis, in honor of Women’s History Month, presented Ms. Quiana Mobley as a woman who is a business owner in the City of Opa-locka, with a proclamation declaring March 10, 2021 as “Quiana Mobley Day”.

(Please note that no action was taken on agenda items 6 - 21 due to the lack of a quorum. The meeting adjourned immediately after the presentation of the award.)

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

7. **APPROVAL OF AGENDA:**
8. **APPROVAL OF MINUTES:**
9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
10. **PUBLIC PRESENTATIONS:**
11. **CITIZENS' FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
12. **ACTION ITEMS (items from consent agenda pull list):**
13. **ADMINISTRATION:**
14. **NEW ITEMS:**
15. **PLANNING & ZONING:**
 - A. **PUBLIC HEARINGS:**
 - B. **APPEALS:**
16. **ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:**
 - A. **FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):**
 - B. **SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):**
 - C. **RESOLUTION(S):**
17. **CITY MANAGER'S REPORT:**
18. **OFFICIAL BOARD REPORTS:**
19. **FUTURE AGENDA ITEMS:**
20. **MAYOR/COMMISSION REPORTS:**
21. **OFFICIAL BOARD APPOINTMENTS:**
22. **ADJOURNMENT:**

The Mayor stated that the meeting must be adjourned in absence of a quorum, and by unanimous agreement with Commissioner Davis decided that the agenda be moved to the next Commission meeting. He confirmed with City Attorney Norris-Weeks that the procedure was proper and she confirmed that it was. The Mayor thanked everyone for coming out and asked them to come back

to the City of Opa-locka, reminding them that Commission meetings are every second and fourth Wednesday at 7 PM. There being no quorum, Mayor Pigatt adjourned the meeting at 7:31 p.m.

Matthew A. Pigatt
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CONSENT AGENDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR AN AGENT OF RECORD FOR EMPLOYEE BENEFIT PROGRAMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka's ("City") Agent of Record for Employee Benefit Programs contract has expired, and there is a need to solicit said services; and

WHEREAS, the City of Opa-Locka desires to issue a Request for Proposals ("RFP") for an Agent of Record from qualified and experienced firms that provide Employee Benefit Programs to include brokerage and consulting services; and

WHEREAS, the selected firm will be responsible for obtaining competitive market quotes and providing enrollment and administrative support services for a wide range of employer group and individual employee benefits, as set forth in the RFP, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission authorizes the City Manager issue an RFP for an Agent of Record for Employee Benefit Programs.

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

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

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue an RFP, attached hereto as Exhibit "A", for provision of Agent of Record for Employee Benefit Programs from qualified and experienced firms.

Section 3. This Resolution shall take effect immediately upon adoption, and is subject to the review of the State of Florida Financial Emergency Board for the City of Opa-Locka, FL.

PASSED AND ADOPTED this ____ day of _____, 2021.

Matthew Pigatt, Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:		Department Director Signature:		
City Manager:	John E. Pate	CM Signature:		
Commission Meeting Date:	03/10/2021	Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	
	X			
Funding Source: (Enter Fund & Dept) Ex: Account# : 13-515530			Advertising Requirement: (Enter X in box)	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:	
		X		
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	
		X	Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	
Sponsor Name	City Manager		Department: City Manager	

Short Title:

A resolution authorizing the City Manager to issue an RFP for Agent of Record for Employee Benefit Programs.

Staff Summary:

The City of Opa-locka would like to issue a Request for Proposals (RFP) for Agent of Record for Employee Benefit Programs to solicit proposals from qualified and experienced firms. The current Agent of Record contract has expired, and there is a need to solicit the services.

Financial Impact

The RFP will be issued primarily electronically, but may require additional advertising, estimated to be \$2,000.

Account	Description	Available	Project	Remaining Balance
13-515530	Advertising	\$2,250	\$2,000	\$250

Proposed Action:

Staff recommends the approval of this request to issue an RFP to seek proposals from qualified firms.

Attachment:

Draft RFP Document.

City of Opa-locka



RFP NO: 21-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

AGENT OF RECORD

FOR

EMPLOYEE BENEFIT PROGRAMS



CITY OF OPA-LOCKA
AGENT OF RECORD
FOR EMPLOYEE BENEFIT PROGRAMS

RFP NO. 21-XXXXXXX

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CITY OF OPA-LOCKA

REQUEST FOR PROPOSALS

RFP NO: 21-XXXXXXX

Agent of Record for Employee Benefit Programs

Sealed Proposals for Agent of Record for Employee Benefit Programs will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday, April 7, 2021 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Agent of Record for Employee Benefit Programs**.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 21-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A Mandatory pre-bid meeting will be held on Wednesday, **March 24, 2021 at 10:00 a.m.** at Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL 33054.

City Clerk
Joanna Flores, CMC



CITY OF OPA-LOCKA

RFP NO. 21-XXXXXXX

AGENT OF RECORD FOR EMPLOYEE BENEFIT PROGRAMS

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide Agent of Record for Employee Benefit services for the City of Opa-locka.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 1:00pm on Wednesday, April 7, 2021. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 21-XXXXXXX – Agent of Record for Employee Benefit Program**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses

incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City anticipates that the final Agreement will be in substantial conformance with this sample Agreement; nevertheless, Proposers are advised that any Agreement may result from the RFP may deviate from the Sample Agreement.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the

right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers’ insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the “Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the “Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on

the “Convicted Vendor List”.

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk’s Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk’s Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The City of Opa-locka seeks proposals from qualified firms to provide Brokerage and Consulting Services for the City's employee benefit services. The successful Proposer will obtain competitive market quotes and will provide enrollment and administrative support services for a wide range of employer group and individual employee benefits as further provided herein.

The City has approximately 248 employees and retirees participating in the benefit plans.

The benefit plans should include the following, but is not limited to:

- Health Insurance
- Dental Insurance
- Life Insurance
- Long Term Disability
- Short Term Disability
- Vision
- Voluntary Benefits Services
- Serve as the City's Broker of Record/Consultant and provide such brokerage services to the Employer to ensure comprehensive and cost-effective benefits are included in the City's benefit plans for selection by the City's eligible employee and retirees.
- Present plan design recommendations that support the City's benefits strategies and position the Employer to comply with Federal, State and other regulatory requirements each year.
- Administer the City's health and welfare plans, including setting reserves, reporting experience and projecting funding levels when applicable.
- Provide ongoing advice on ERISA, COBRA, FMLA, and HIPAA reporting obligations, and other laws and regulations affecting the City's benefit plans as it relates to the insurance products within this RFP.
- Provide comprehensive services (traditional and web-based) necessary to enroll current plan designs, plan modifications and consumer education.
- Provide comprehensive services necessary to serve Voluntary Benefits, including enrollment support and election reconciliation.
- Provide a call center with representatives to respond to City employees and retirees.
- Shall agree that all data exchanged between the selected Proposer and the Employer or prospective customers belongs to the Employer and shall be accessible at any time during the life of the contract for no additional fee.
- The Proposer must provide a benefits administration technology platform to be accessible year-round for new hire enrollment and change in status elections of benefits.
- Provide technical assistance to reduce the overall cost of providing these benefits through a variety of means including developing effective negotiation strategies to expeditiously reduce the absolute cost of health insurance benefits.
- Solicit and negotiate annual renewal of existing coverage including soliciting multiple or alternative proposal coverage.

- A comprehensive summary of responsive quotes from insurance carriers will be presented to the City Manager.
- Respond to all employee issues and questions in a timely manner regarding their benefits.
- Provide City with dedicated agents for any assistance needed.
- Provide the City with support for the wellness program.
- Support the City in organizing and coordinating two (2) employee wellness fairs annually.
- Assist the City in the evaluation and implementation of a wellness and disease management program and measure the effectiveness of the program.
- Provide a program for ACA Tracking and 1095 reporting, which includes mailing out forms.
- Identify claim trends and anomalies in a timely manner and prepare recommendations to the City on actions to be taken, if any.
- Review, process and administer all employee claim issues.
- Review historical claims experience, demographic data trends and plans performance form a financial prospective.
- Coordinate and participate in the implementation and enrollment process and employee meetings.
- Assist in the review and or creation of enrollment materials to enhance the overall perceived value of the benefits and compensation.
- Coordination of annual benefits fair at no cost to the City.
- Preparation of insurance applications, compile and format support information needed and requested by insurance company underwriters.
- Compile and maintain historical underwriting information. Provide copies of this information to the City.
- Development of annual employee benefits statements.

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise and reliability in Municipal Agent of Record services; established reputation, particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing Agent of Record services to governmental agencies as well as private entities (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one fiscal year with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, hourly fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided Agent of Record services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications / Ability of Professional Personnel/Financial Qualifications and experience of assigned staff 1. Expertise of human resources and employee benefits management in public, private and/or non-profit sectors. 2. Qualifications & experience of the firm and its subcontractors/suppliers relevant to the Scope of Work. 3. Availability of qualified personnel. 4. Ability to meet set standards. 5. Previous contracting experience with the other public, private and/or non-profit agencies. 6. Financial resources and capabilities per financial statements. 7. Evidence of insurance and/or bonding capacity. 8. Location of local office.	25

Quality of Services / Technical Approach to the Scope of Work 1. High-quality level of services to be provided to the City. 2. Understanding of City needs. 3. Ability to convey a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. 4. Conveyance of a willingness to work with City staff to maximize resources. 5. Approach to the Project and Methodology. 6. Technical Soundness of the proposal. 7. Applicability of the service offered.	25
Cost Saving Initiatives 1. Development of long-range cost strategies. 2. Innovative ideas for cost containment. 3. Examples of cost-savings implementation for clients that may have saved money.	25
Proposed Fee 1. Pricing Structure 2. Fee Schedule/Cost Proposal 3. Any other additional costs	25
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The

City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

DRAFT



RFP NO. 21-XXXXXXX

AGENT OF RECORD FOR EMPLOYEE BENEFIT PROGRAMS

PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



RFP NO: 21-XXXXXXX
PRICE PROPOSAL FORM

AGENT OF RECORD FOR EMPLOYEE BENEFIT PROGRAMS

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: \$ _____

SUBMITTED
THIS

_____ DAY OF _____

2021.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title



CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "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). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

DRAFT



**CITY OF OPA-LOCKA
RFP NO. 21-XXXXXXX**

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other
PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with
the Work for which the attached Proposal has been submitted; or to refrain from
Proposing in connection with such Work; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any
PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal
or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the
Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against
(Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the PROPONENT or any other of its agents, representatives, owners, employees or parties
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, 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.

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.



E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A COMPREHENSIVE PARKS AND RECREATION MASTER PLAN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Opa-Locka ("City") has a strong commitment to provide high quality Parks & Recreation facilities and programs for City residents; and

WHEREAS, the City of Opa-Locka desires to issue an Request for Proposals ("RFP") for Comprehensive Parks and Recreation Master Plan services from qualified and experienced firms; and

WHEREAS, the selected firm will be responsible for collecting and analyzing data to develop a clear set of goals, policies and standards for the City's park system, open space, trails, recreational facilities, and program development. The Proposer's project team should demonstrate the necessary experience, skills, and understanding to develop a 10-year Comprehensive Plan for the City; and

WHEREAS, Staff recommends approval for issuance of an RFP to seek proposals from qualified firms; and

WHEREAS, the City Commission authorizes the City Manager to issue an RFP for requested services.

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

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

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue an RFP, attached hereto as Exhibit "A", for a Comprehensive Parks and Recreation Master Plan. Services shall be solicited from qualified and experienced firms for the development of a Comprehensive Parks and Recreation Master Plan for the City of Opa-Locka.

Section 3. This Resolution shall take effect immediately upon adoption, and is subject to the review of the State of Florida Financial Emergency Board for the City of Opa-Locka, FL.

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew Pigatt, Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:		Department Director Signature:		
City Manager:	John E. Pate	CM Signature:		
Commission Meeting Date:	03/10/2021	Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	
	X			
			Public Hearing: (Enter X in box)	
Funding Source: Account# : 72-572340	(Enter Fund & Dept) Ex: Other Contract Services		Advertising Requirement: (Enter X in box)	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:	
		X		
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	
		X	Enhance Organizational ☒ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☒ Qual. of Life & City Image ☒ Communication ☒	
Sponsor Name	City Manager		Department: City Manager	

Short Title:

A resolution authorizing the City Manager to issue an RFP for a Comprehensive Parks and Recreation Master Plan.

Staff Summary:

The City of Opa-locka would like to issue an Request for Proposals (RFP) for a Comprehensive Parks and Recreation Master Plan to solicit proposals from qualified and experienced firms.

Financial Impact

The RFP will be issued primarily electronically, but may require additional advertising, estimated to be \$2,000. There is a budget of \$150,000 for this master plan and this advertising will be charged to this budget.

Account	Description	Available	Project	Remaining Balance
72-572340	Other Contract Services	\$150,000	\$2,000	\$148,000

Proposed Action:

Staff recommends the approval of this request to issue an RFP to seek proposals from qualified firms.

Attachment:

Draft RFP Document.

City of Opa-locka



RFP NO: 21-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

**COMPREHENSIVE PARKS AND RECREATION
MASTER PLAN**



CITY OF OPA-LOCKA
COMPREHENSIVE
PARKS AND RECREATION MASTER PLAN

RFP NO. 21-XXXXXXX

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CITY OF OPA-LOCKA

REQUEST FOR PROPOSALS

RFP NO: 21-XXXXXXX

Comprehensive Parks and Recreation Master Plan

Sealed Proposals for a Comprehensive Parks & Recreation Master Plan will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday, April 7, 2021 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for a Comprehensive Parks and Recreation Master Plan**.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 21-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A Mandatory pre-bid meeting will be held on Wednesday, **March 24, 2021 at 10:00 a.m.** at Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL 33054.

City Clerk
Joanna Flores, CMC



CITY OF OPA-LOCKA

RFP NO. 21-XXXXXXX

COMPREHENSIVE PARKS AND RECREATION MASTER PLAN

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to develop a Comprehensive Parks and Recreation Master Plan for the City of Opa-locka.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 1:00pm on Wednesday, April 7, 2021. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 21-XXXXXXX – Comprehensive Parks and Recreation Master Plan**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers

should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City anticipates that the final Agreement will be in substantial conformance with this sample Agreement; nevertheless, Proposers are advised that any Agreement may result from the RFP may deviate from the Sample Agreement.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers

until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers’ insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the “Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the “Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the “Convicted Vendor List”.

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Cone of Silence: Proposers are hereby advised that this RFP is subject to the "Cone of Silence", in accordance with Ordinance 98-106. From the time of advertising until the City Manager issues a recommendation, there is a prohibition on communication with the City's professional staff. The ordinance does not apply to oral communications at pre-proposal conference, public presentations made to the City Commissioners during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission unless specifically prohibited herein. A copy of all written communications must be filed with the City Clerk, at the address listed herein. Among other penalties, violation of these provisions by any particular bidder shall render any Bid voidable.

1-19. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-20. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The City of Opa-locka has a strong commitment to provide high quality Parks & Recreation facilities and programs for residents of the community. The selected firm will be responsible for collecting and analyzing data to develop a clear set of goals, policies and standards for the City's park system, open space, trails, recreation facilities, and program development. The Proposer's project team should demonstrate the necessary experience, skills, and understanding to develop a 10-year Comprehensive Plan.

The Comprehensive Plan should include the following, but is not limited to:

- Identify, describe and implement a comprehensive strategy and methodology for citizen involvement in this Comprehensive Parks and Recreation Master Plan development process.
- Assure the residents, user groups, associations, and other stakeholders that they are provided an opportunity to participate in the development of this plan.
- Conduct at least three (3) public community meetings and a minimum of two (2) focus groups (participants to be determined) and individual stakeholder interview.
- A minimum of two (2) meetings with the Parks and Recreation Leadership Team to provide progress reports.
- Act as professional facilitators to gather specific information about services, use, preferences and any agency strength, weaknesses, opportunities and threats.
- Provide well organized and directed activities, techniques and formats that will ensure that a positive, open and proactive public participation process is achieved.
- Provide written records and summaries of the results of all public process and communications strategies.
- Help build consensus and agreement on the plan and if consensus is not possible, provide information for informed decision making for the City's Commission.
- Provide methods to hear from as many people as possible, including users and non-users of the services and facilities.

Statistically Valid Survey

- Provide a City-wide statistically valid community needs assessment survey with a return rate that accurately represents a sampling of the community population to identify community needs and issues on the recreation and park programs and facilities. This survey will be used as a baseline to determine needs, desires and willingness to pay.

Demographics and Trends

- Review and interpret demographic trends and characteristics of the City of Opa-Locka using the City of Opa-locka Comprehensive Development Master Plan and all available regional and local sources.

Existing and Future Facilities-Analysis of Level of Service

- Compile an inventory and assessment of the existing parks, trails, open space and facilities in GIS. The assessment will include a comparative analysis to communities of similar size and density regionally and using nationally accepted standards. The analysis should consider not only the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.) as well as functionality, accessibility, condition, comfort and convenience. Evaluation criteria should be based on the expressed values of the community. The analysis will also include identification of best possible providers of community and recreation services and recommendations for minimizing duplication and enhancing possibilities for partnerships where appropriate. The plan for development of facilities should include a cost estimate.

Rank and Prioritize Demand and Opportunities

- Prioritize recommendations for needs regarding land acquisition, and development of parks, trails, open space, and recreation facilities.
- Develop a set of prioritized recommendations for maintenance and renovation of park, trails and recreation facilities.

Analysis of Programs and Services

- Provide an assessment and analysis of the Parks and Recreation Department's current level of recreation programs, services and maintenance in relation to present and future goals, objectives and directives.
- Provide a user fee analysis for facilities and program and services.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise and reliability in Municipal services; established reputation, particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in the development of Comprehensive Master Plans for governmental agencies as well as private entities (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one fiscal year with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, hourly fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided Comprehensive Master Plan services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications / Ability of Professional Personnel/Financial Qualifications and experience of assigned staff 1. Expertise of Parks and Recreation Comprehensive Master Plans in public, private and/or non-profit sectors. 2. Qualifications & experience of the firm and its subcontractors/suppliers relevant to the Scope of Work. 3. Availability of qualified personnel. 4. Ability to meet set standards. 5. Previous contracting experience with the other public, private and/or non-profit agencies. 6. Financial resources and capabilities per financial statements. 7. Evidence of insurance and/or bonding capacity. 8. Location of local office.	25
	30

Quality of Services / Technical Approach to the Scope of Work 1. High-quality level of services to be provided to the City. 2. Understanding of City needs. 3. Ability to convey a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. 4. Conveyance of a willingness to work with City staff to maximize resources. 5. Approach to the Project and Methodology. 6. Technical Soundness of the proposal. 7. Applicability of the service offered.	
References 1. Performance of similar projects for governmental clients including at least three references	20
Proposed Fee 1. Pricing Structure 2. Fee Schedule/Cost Proposal 3. Any other additional costs	25
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the

responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

DRAFT



COMPREHENSIVE PARKS AND RECREATION MASTER PLAN

PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



RFP NO: 21-XXXXXXX

PRICE PROPOSAL FORM

COMPREHENSIVE PARKS AND RECREATION MASTER PLAN

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: \$ _____

SUBMITTED
THIS

DAY OF

2021.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title



CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "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). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

DRAFT



**CITY OF OPA-LOCKA
RFP NO. 21-XXXXXXX**

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other
PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with
the Work for which the attached Proposal has been submitted; or to refrain from
Proposing in connection with such Work; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any
PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal
or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the
Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against
(Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the PROPONENT or any other of its agents, representatives, owners, employees or parties
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, 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.

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

a) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.



E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING SETTLEMENT WITH THE INTERNAL REVENUE SERVICE (IRS) TO RESOLVE THE CITY'S TAX LIABILITY, IN THE AMOUNT OF TWENTY-FIVE THOUSAND, THIRTY SIX DOLLARS AND SIXTEEN CENTS (\$25,036.16), REGARDING (1) OFF-DUTY POLICE OFFICER PAY TREATMENT FROM INDEPENDENT CONTRACTOR TO EMPLOYMENT WAGES; (2) TAX ON LIFE INSURANCE EARNINGS AND (3) TAX ON TAKE HOME VEHICLE FOR TAX YEAR 2018; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE "AGREEMENT TO ASSESSMENT AND COLLECTION OF ADDITIONAL TAX AND ACCEPTANCE OF OVERASSESSMENT" (FORM 2504-T), ATTACHED HERETO, IN THE AMOUNT OF TWENTY-FIVE THOUSAND, THIRTY SIX DOLLARS AND SIXTEEN CENTS (\$25,036.16) AND "CLOSING AGREEMENT ON FINAL DETERMINATION COVERING SPECIFIC MATTERS REGARDING WORKER CLASSIFICATION" (FORM 14491), ATTACHED HEREIN, IN THE AMOUNT OF TWENTY TWO THOUSAND, FOUR HUNDRED SIXTY-NINE DOLLARS AND EIGHTY-EIGHT CENTS (\$22,469.88) FOR TAX YEAR 2018; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") recently underwent a tax audit by the Internal Revenue Service (IRS) related to tax year 2018. The IRS disputed the worker classification treatment of off-duty police officers as an independent contractor rather than as employee wages for purposes of federal income tax withholding, Social Security and Medicare contributions and deductions known as the Federal Insurance Contribution Act (FICA) and Federal Unemployment Tax Act (FUTA) taxes (all known as federal employment taxes); and

WHEREAS, the City timely filed the income of the Off-Duty police officers on the appropriate tax forms during the period under tax audit, January 1, 2018 to December 31, 2018. This income was, and has historically been, treated as independent contractor income to the off-duty police officers and is reported on Form 1099-MISC. The City did not treat this as employee wages; and

WHEREAS, during the 2018 tax audit, the IRS communicated with the Social Security Administration, which agreed that the off-duty police officers should be classified as employees of the City and therefore the income should be treated as

wages and not independent contractor earnings. With a one year agreement, no amended employment tax forms (i.e Form 941, W-2) or information forms (i.e. 1099, 1096) will be required. In addition, no penalties or interest charges will be assessed. If there is no agreement, the IRS would be required to audit all years within the statute of limitations, which includes tax years 2018-2020; and

WHEREAS, the IRS is offering the City a reduced tax rate of 10.68% for both FICA and income tax withholding per IRC section 3509(a) for the purposes of settling the issue. Technically, the Form 1099 amounts for Off-Duty police should be considered supplemental or additional wages, taxed at full FICA rates (15.3%) plus income tax at actual ordinary income rates reported on Form W-2; and

WHEREAS, based on \$210,392 in 1099 payments paid in 2018 for off-duty police earnings, the tax at full rate is \$52,428, but only \$22,469 is being assessed at the 10.68% reduced rate being offered to the City; and

WHEREAS, in addition, there is a tax liability being assessed on take-home vehicles for employees other than police officers as well as term life insurance benefits provided to employees in excess of \$50,000. This tax liability is \$2,566.28. This brings the total tax liability to Twenty-Five Thousand, Thirty-Six Dollars and Sixteen Cents (\$25,036.16); and

WHEREAS, funding for this expenditure will be provided in Budget Amendment #3, to be submitted on March 24, 2021, with the budget for Taxes Account - 19-519997 to be increased from \$1,000 to \$26,036.16 (with the offset coming from a reduction of Contingency 19-519390).

WHEREAS, the City Manager recommends approval of the proposed settlement and the City Commission desires to accept the recommendation of the City Manager in order to resolve City's tax liability.

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

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

Section 2. The City Commission of the City of Opa-Locka hereby approves a settlement with the Internal Revenue Service (IRS) to resolve tax liability, in the amount of Twenty-Five Thousand, Thirty Six Dollars and Sixteen Cents

(\$25,036.16), regarding (1) off-duty police officer pay treatment from independent contractor to employment wages; (2) tax on life insurance earnings; and (3) tax on take-home vehicle for tax year 2018. Further authorizing the City Manager to execute the "Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment" (Form 2504-T), attached hereto, in the amount of Twenty-Five Thousand, Thirty Six Dollars and Sixteen Cents (\$25,036.16) and the "Closing Agreement on Final Determination Covering Specific Matters Regarding Worker Classification" (Form 14491), attached hereto, in the amount of Twenty Two Thousand, Four Hundred Sixty-Nine Dollars and Eighty-Eight Cents (\$22,469.88) for tax year 2018. For purposes of this Resolution, all Attachments shall be referred to as Composite Exhibit "A".

Section 3. This Resolution shall take effect immediately upon adoption, and is subject to the review of the State of Florida Financial Emergency Board for the City of Opa-Locka, FL.

PASSED AND ADOPTED this ____ day of _____, 2021.

Matthew Pigatt, Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

City Manager:	John E. Pate			CM Signature:			
Commission Meeting Date:	Mar 10, 2021		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X	Public Safety ☐				
			Bus. & Economic Dev ☐				
			Enhance Organizational ☒				
			Quality of Education ☐				
			Qual. of Life & City Image ☐				
			Communication ☐				
Sponsor Name City Manager's Office			Department:				

Short Title:

A resolution of the City Commission of the City of Opa-locka, Florida to resolve tax liability in the amount of \$25,036.16 with the Internal Revenue Service (IRS) over (1) Off-Duty police officer pay treatment from independent contractor to employment wages, (2) tax on life insurance earnings and (3) tax on take home vehicle for tax year 2018.

Staff Summary:

After undergoing a tax audit by the Internal Revenue Service (IRS) related to tax year 2018, the IRS disputed the worker classification treatment of Off-Duty police officers as independent contractor and instead to be treated as employee wages for purposes of federal income tax withholding, Social Security and Medicare contributions and deductions known as the Federal Insurance Contribution Act (FICA) and Federal Unemployment Tax Act (FUTA) taxes (all known as federal employment taxes).

The City of Opa-locka ("the City") timely filed the income to the Off-Duty police officers on the appropriate tax forms during the period under tax audit, January 1, 2018 to December 31, 2018. This income was treated as independent contractor income to the Off-Duty police officers and reported on Form 1099-MISC, the City did not treat this as employee wages. Per discussion with the Human Resource and Police Department, this has been how this income has historically been reported.

During the 2018 tax audit, the IRS communicated with the Social Security Administration and agreed that the Off-Duty police officers should be employees of the City and therefore the income treated as wages and not independent contractor earnings. The IRS also reviewed City records and documents such as policies and

procedures and direct communication to gain an understanding of the City's position. The IRS's attorney also agreed with the IRS's position on the matter based on the evidence examined, as a result, they hope to settle with the City for the 2018 tax year alone and not have to open the 2019 and 2020 tax years for audit and investigation. With a one year agreement, no amended employment tax forms (i.e. Form 941, W-2) or information forms (i.e. 1099, 1096) would be required. In addition, no penalties or interest charges would be assessed. For any unagreed issues or settlement, the IRS is required to audit all years within the statute of limitations, which includes tax years 2018-2020.

The IRS is offering the City a reduced tax rate of 10.68% for both FICA and income tax withholding per IRC section 3509(a) for the purposes of settling the issue. Technically, the Form 1099 amounts for Off-Duty police should be considered supplemental or additional wages, taxed at full FICA rates (15.3%) plus income tax at actual ordinary income rates reported on Form W-2.

Based on \$210,392 in 1099 payments paid in 2018 for Off-Duty police earnings, the tax at full rates is \$52,428, but only \$22,469 is being assessed at the 10.68% reduced rate being offered to the City.

In addition, there is a tax liability being assessed on take home vehicle for employees other than police officers and term life insurance benefits provided to employees in excess of \$50,000. This tax liability is \$2,566.28.

Financial Impact – Funding for this expenditure will be provided in Budget Amendment #3, to be submitted on March 24, 2021 with the budget for Taxes – 19-519997 increased from \$1,000 to \$26,036.16 with the offset coming from a reduction of Contingency -19-519390.

Proposed Action:

Staff recommends that the City Commission approve a settlement with the Internal Revenue Service (IRS) to enter into an Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment (Form 2504-T) in the amount of \$25,036.16 (\$22,469.88 + \$2,566.28) and Closing Agreement On Final Determination Covering Specific Matters Regarding Worker Classification (Form 14491) in the amount of \$22,469.88 for tax year 2018.

Attachment:
See attachment

Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment

*(Employment Tax Adjustments Not Subject to IRC 1436;
Worker Classification or Section 530 Issues Not Addressed in this Exam)*

Date received by Internal
Revenue Service

Taxpayer(s) name	D/B/A		SSN/EIN
City of Opa Locka			59-6000394
Address of taxpayer(s) (number, street)	City/Town	State	ZIP code
780 Fishers Creek Road	Opa Locka	FL	33054

Adjustment to Tax, Credits and Penalties

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Credit Increase (Decrease)	Penalty
3-31-18 to 12-31-18	941	FICA & FITW IRC 3101, 3111 & 3402	\$2,566.28		
Total			\$2,566.28		

I consent to the immediate assessment (increase in tax and penalties and/or decrease in credits) and the collection of any such amount. In addition, I accept any overassessment (decrease in tax and penalties and/or increase in credits) shown above. I also agree to any interest as provided by law.

Sign Here	Date
Sign Here	Date
Sign Here	Title
Sign Here	Date

Note:

If you or the taxpayer consent to the assessment of the amounts shown in this agreement, your signature will expedite our adjustment to your account. Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are entitled to a refund. It will not prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for either action.

The examination of your employment tax returns as reflected on this agreement did not include an examination for employment tax purposes of whether any individual should be treated as employees.

Who Must Sign

If you are signing this agreement for a partnership, all partners must sign. However, one partner may sign with appropriate evidence of authorization to act for the partnership.

For a corporation, enter the name of the corporation followed by the signature and title of the officer(s) authorized to sign.

For an individual acting under a power of attorney, a power of attorney must be sent with this form if not previously filed with us.

Abatement: Abatement amount under IRC 3402(d) and/or IRC 3102(f)(3) - See explanation on Form 4666

Tax Period	Return Form Number	IRC Code	Credit for Abatement	Tax Period Ended	Return Form Number	IRC Code	Credit for Abatement

Page 2

Taxpayer

Taxpayer name City of Opa Locka

By

Date signed

Title

Taxpayer's Representative

By

Date signed

Commissioner of Internal Revenue

By

Date signed

Title

Form **14491**
(May 2013)

Department of the Treasury - Internal Revenue Service

**Closing Agreement On Final Determination Covering Specific
Matters Regarding Worker Classification**

Under section 7121 of the Internal Revenue Code ("IRC"), City of Opa Locka, 780 Fisherman Street, Opa Locka, FL 33054, Taxpayer Identification Number 59-6000394, ("taxpayer") and the Commissioner of Internal Revenue ("Commissioner") make the following closing agreement:

WHEREAS, there is a dispute between the parties as to whether certain workers classified by taxpayer as Off-duty police officers are independent contractors or employees of taxpayer for purposes of federal income tax withholding, Federal Insurance Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) taxes ("federal employment tax");

WHEREAS, the taxpayer is presently treating the Off-duty police officers as independent contractors;

WHEREAS, the taxpayer has timely filed Forms 1099 for each of its Off-duty police officers for all applicable periods from January 1, 2018 through December 31, 2018, in accordance with the provisions of paragraph 3.02 of Rev. Proc. 85-18, 1985-1 C.B. 518, and Rev. Rul. 81-224, 1981-2 C.B. 197; and

WHEREAS, the parties wish to resolve this dispute for all Off-duty police officers engaged by the taxpayer on or after January 1, 2017.

NOW IT IS HEREBY DETERMINED AND AGREED for federal employment tax purposes that:

- (1) The Internal Revenue Service will assess and the taxpayer will pay the following amounts to the United States Government in full discharge of any federal employment tax liability it may owe for the periods shown below resulting directly or indirectly from its failure to pay and/or withhold federal income tax, FICA, or FUTA taxes on the payments to its Off-duty police officers

Period	Type of Tax	Amount to be Assessed	
		Tax	Penalties
1-1-2018 to 12-31-18	FICA & Income Tax WH	\$22,469.88	\$0.00

- (2) The Internal Revenue Service will not disturb taxpayer's classification of such Off-duty police officers for federal employment tax purposes for any period from January 1, 2017 through March 31, 2021.
- (3) Beginning April 1, 2021, and for all periods thereafter, Off-duty police officers and persons performing equivalent duties regardless of taxpayer's job titles will be treated as employees for all federal employment tax purposes.

Closing Agreement With City of Opa Locka

- (4) The taxpayer waives any right it may have to claim relief under section 530 of the Revenue Act of 1978.
- (5) IRC Section 6205 shall apply to the amounts contained in paragraph (1) above, except FUTA tax.

This agreement is final and conclusive except:

- (1) the matter it relates to may be reopened in the event of fraud, malfeasance, or misrepresentation of material facts;
- (2) it is subject to the Internal Revenue Code sections that expressly provide that effect be given to their provisions (including any stated exception for Code section 7122) notwithstanding any other law or rule of law; and
- (3) if it relates to a tax period ending after the date of this agreement, it is subject to any law, enacted after the agreement date, that applies to the tax period.

By signing, the above parties certify that they have read and agreed to the terms of this document.

Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment

(Employment Tax Adjustments Subject to IRC 7436)

Date received by Internal
Revenue Service

Taxpayer(s) name		D/B/A		SSN/ EIN
City of Opa Locka				59-6000394
Address of taxpayer(s) (number, street)		City/Town	State	ZIP code
780 Fisherman Street		Opa Locka	FL	33054

Adjustment to Tax, Credits and Penalties

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Credit Increase (Decrease)	Penalty
3-31-18 to 12-31-18	941	FICA & MTW IRC 3101, 311 & 3402	\$22,469.88		
Total			\$22,469.88		

I consent to the immediate assessment (increase in tax and penalties and/or decrease in credits) and collection of any such amounts. In addition, I accept any overassessment (decrease in tax and penalties and/or increase in credits) shown above, plus any interest provided by law. I understand that by signing this agreement, I am waiving the restrictions on assessment provided in section 7436(d) and 6213(a) of the Internal Revenue Code of 1986.

Sign Here	By	Title	Date
Sign Here			Date
Sign Here			Date

Note:

If you consent to the assessment of the amounts shown in this agreement, your signature will expedite our adjustment to your account. Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are entitled to a refund. It will not prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for either action.

Who Must Sign

If you are making this agreement for a partnership, all partners must sign. However, one partner may sign with appropriate evidence of authorization to act for the partnership.

For a corporation, enter the name of the corporation followed by the signature and title of the officer(s) authorized to sign.

For an agent or attorney acting under a power of attorney, a power of attorney must be sent with this form if not previously filed with us.

Memo: Abatement amount under IRC 3402(d) and/or IRC 3102(f)(3) - See explanation on Form 4666

Tax Period Ended	Return Form Number	IRC Code	Credit for Abatement	Tax Period Ended	Return Form Number	IRC Code	Credit for Abatement

OGDEN UT 84201-0038

008830.998568.359675.3596 1 AB 0.428 693



 CITY OF OPA LOCKA
780 FISHERMAN ST 4TH FL
OPALOCKA FL 33054-3806

008830

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

 The IRS address must appear in the window.

0440517325

BODCD-TE

Use for payments

Letter Number: LTR4384C

Letter Date : 2021-02-25

Tax Period : 201912

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038



596000394

CITY OF OPA LOCKA
780 FISHERMAN ST 4TH FL
OPALOCKA FL 33054-3806

OGDEN UT 84201-0038

In reply refer to: 0440517325
Feb. 25, 2021 LTR 4384C 0
59-6000394 201912 01 0
00027236
BODC: TE

CITY OF OPA LOCKA
780 FISHERMAN ST 4TH FL
OPALOCKA FL 33054-3806



008830

Taxpayer Identification Number: 59-6000394
Tax Period(s): Dec. 31, 2019
Form(s): 941

Dear Taxpayer:

Thank you for your inquiry dated Oct. 30, 2020.

We processed the tax increase of \$ \$5,500.84 as indicated on your
timely filed amended return, Form 941-X received on Oct. 5, 2020.
Payment for the tax increase is due at the same time you file a timely
amended return. We did not receive a timely payment.

If you have any questions, please call us toll free at
1-800-869-0115.

If you prefer, you may write to us at the address shown at the
top of the first page of this letter.

A copy of this letter and any referenced enclosures have been
forwarded to your authorized representative(s).

0440517325
Feb. 25, 2021 LTR 4384C 0
59-6000394 201912 01 0
00027237

CITY OF OPA LOCKA
780 FISHERMAN ST 4TH FL
OPALOCKA FL 33054-3806

Sincerely yours,



Sharon Davies
Program Manager, AM OPS 2

Enclosure(s):
Copy of this letter

OGDEN UT 84201-0038

In reply refer to: 0440517325
Feb. 25, 2021 LTR 4384C 0
59-6000394 201912 01 0
00027236
BODC: TE


CITY OF OPA LOCKA
780 FISHERMAN ST 4TH FL
OPALOCKA FL 33054-3806


008830

Taxpayer Identification Number: 59-6000394
Tax Period(s): Dec. 31, 2019
Form(s): 941

Dear Taxpayer:

Thank you for your inquiry dated Oct. 30, 2020.

We processed the tax increase of \$ \$5,500.84 as indicated on your timely filed amended return, Form 941-X received on Oct. 5, 2020. Payment for the tax increase is due at the same time you file a timely amended return. We did not receive a timely payment.

If you have any questions, please call us toll free at 1-800-869-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

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59-6000394 201912 01 0
00027237

CITY OF OPA LOCKA
780 FISHERMAN ST 4TH FL
OPALOCKA FL 33054-3806

Sincerely yours,



Sharon Davies
Program Manager, AM OPS 2

Enclosure(s):
Copy of this letter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING
THE CITY MANAGER TO INITIATE AN EVICTION
PROCEEDING AGAINST THE OPA-LOCKA
COMMUNITY DEVELOPMENT CORPORATION
(OLCDC) AND INITIATE LITIGATION FOR
UNPAID RENT; AUTHORIZING THE CITY
MANAGER TO TAKE ALL NECESSARY ACTION;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, City of Opa-Locka ("City") and representatives of the Opa-Locka Community Development Corporation ("OLCDC") have held several meetings regarding leasing office space at the City's Municipal Complex; and

WHEREAS, the City Commission authorized the execution of a lease agreement between the City of Opa-Locka and the Opa-Locka Community Development Corporation for suites 220, 250, and 251 at 780 Fisherman Street on March 13, 2019, by passage of Resolution No. 19- 9628 (Attached hereto as Exhibit "A"); and

WHEREAS, the intended lease of the subject premises was to cover 10,960 sq. ft. for a period of five (5) years, however, the lease was never fully executed by the parties; and

WHEREAS, OLCDC alleged that it is owed money for renovations made to the subject premises prior to the time that it actually occupied said premises; and

WHEREAS, any renovations made would have been made without the City's approval and consent; and

WHEREAS, OLCDC has not paid any rent to the City since the passage of Resolution No. 19-9628 and the City Manager is seeking authorization to move forward with legal eviction proceedings to recover any legally determined rents that are due and owed to the City; and

WHEREAS, the City Commission finds it is the best interest of the City and its residents to commence eviction proceedings against the Opa-Locka Community Development Corporation for unpaid rent at 780 Fisherman Street, Opa-Locka, FL 33054.

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

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

Section 2. Approval of Eviction Proceedings. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to initiate eviction proceedings against the Opa-Locka Community Development Corporation for unpaid rent for space occupied at 780 Fisherman Street, Opa-Locka, FL 33054.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this ____ day of _____, 2021.

Matthew Pigatt, Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	03/24/2021	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X			2nd Reading	
			Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	
				No	
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	John E. Pate		Department:	City Manager	

Short Title:

A resolution directing the City Manager to commence an eviction action against the Opa-locka Community Development Corporation (OLCDC) and initiate litigation for unpaid rent.

Staff Summary:

The City Commission approved the lease agreement with the City of Opa-locka and the Opa-locka Community Development Corporation for suites 220, 250, and 251 at 780 Fisherman Street on March 13, 2019 via Resolution No. 19-9628.

Staff is seeking the authorization of the City Commission to move forth with eviction filings and the file suit for unpaid rent that is currently due to the City.

Financial Impact

April 2019 – March 2020 (12 Months)

\$13,006.17 + 5% late fees (\$650.30) = \$13,656.47 per month =\$163,877.64

April 2020 – December 2020 (9 Months)

\$13,006.17 + 5% late fees (\$650.30) = \$13,656.47 per month =\$122,908.23

January 2021 – March 2021 (3 Months)

\$13,006.17 + 5% late fees (\$650.30) = \$13,656.47 per month

= \$40,969.41

TOTAL - \$327,755.28

This total excludes rent that would continue to accrue beyond March 31, 2021 until such time that the units are returned to the City. Additionally, there is no estimate at this time of the legal and other expenses that might occur in conjunction with the eviction process.

Proposed Action:

Staff recommends the approval of this legislation and upon adoption staff will act accordingly.

Attachment:

Resolution No. 19-9628

RESOLUTION NO. 19-9628

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE (EXHIBIT "A") WITH THE OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION TO OCCUPY SPACE AT 780 FISHERMAN STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS; The Opa-locka Community Development Corporation, desires to lease space at 780 Fisherman Street; and

WHEREAS, The City, as landlord, has a duty to secure suitable tenants for occupancy at 780 Fisherman Street; and

WHEREAS, The City and the Opa-locka Community Development Corporation mutually desire to enter into a lease (Exhibit "A") for space at 780 Fisherman Street.

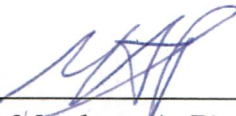
NOW THEREFORE BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

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

Section 2. The City Commission hereby authorizes the City Manager execute a lease (Exhibit "A") with the Opa-locka Community Development Corporation for space at 780 Fisherman Street..

Section 3. This Resolution shall take effect immediately upon adoption.

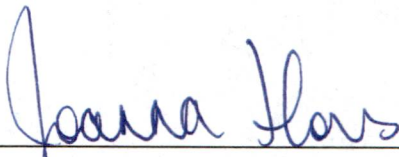
PASSED AND ADOPTED this 13th day of March, 2019.



Matthew A. Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:



Joanna Flores
City Clerk



Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:	COMMISSIONER KELLEY
Seconded by:	COMMISSIONER BURKE
Commissioner Vote:	4-0
Commissioner Kelley:	YES
Commissioner Burke:	YES
Commissioner Bass:	YES
Vice Mayor Davis:	ABSTAIN
Mayor Pigatt:	YES



City of Opa-Locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	Newall J. Daughtrey		CM Signature:	<i>Newall J. Daughtrey</i>	
Commission Meeting Date: 03.13.2019			Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
			Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bi#:		
Strategic Plan Related (Enter X in box)	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution authorizing the City Manager to execute a lease agreement with Opa-locka Community Development Corporation to occupy Suites 220, 250, and 251 at 780 Fisherman Street.

Staff Summary:

The Opa-locka Community Development Corporation currently has a State of the Art Tech Center that is open to Opa-locka residents 7 days per week free of charge. The tech center will allow City residents which will include adults and children access to laptops, computers, 3D printing, and graphic design software. In addition, City of Opa-locka staff will have access to use the high tech printers at no cost which will be a savings to the City. As a Community Service entity Opa-locka Community Development have agreed to allow Arts Academy of Excellence School to utilize the cafeteria for the students.

Proposed Action:

The City Manager recommends approving this resolution because of the opportunities Opa-locka Community Development Corporation bring to the residents of the community.

Attachment:

Draft Lease Amendment

Lease Agreement

Opa-locka Community Development Corporation

DATE OF LEASE COMMENCEMENT:

As of April 1, 2019

- A. LANDLORD:** City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054
- B. TENANT:** Opa-locka Community Development Corporation
- C. ADDRESS OF LEASED PREMISES:** 780 Fisherman Street, Ste. 220, 250, and 251
Opa-locka, Florida 33054
- D. LEASED PREMISES:** 10,960 rentable sq. ft.
- E. LEASE DATE:** April 1, 2019
- F. LEASE TERM:** Five (5) years
- G. RENT:** Suite 220 (4,322 sq. ft.) Base rent is \$10.00 per sq. ft. The rent shall be \$3,601.66 per month.
- Suite 250 Remaining Area (5,558 sq. ft.) Base rent is \$17.50 per sq. ft. The rent shall be \$8,105.41 per month.
- Suite 251 Cafeteria (1,080 sq. ft.) Base rent is \$8.00 per sq. ft. The rent shall be \$720.00 per month.
- Tenant is also responsible for paying their Proportionate Share which is 4.66% (\$579.10) of the monthly rent.

**I. COMMON AREA
MAINTENANCE, TAXES
AND INSURANCE:**

Landlord will insure the building and will maintain in good repair the building and all common areas, including the parking areas, sidewalks and exterior landscaped areas. Commencing on April 1, 2019, Tenant will pay its prorated share of increases in Landlord's cost for real estate taxes, insurance, management fees, utilities and common area maintenance over a base year of 2019. Such charges shall be payable in equal monthly installments on the first day of each month and will be adjusted annually, such adjustment to be effective as of January 1 of each year. Tenant shall pay for all electricity used at the premises, which shall be separately metered in Tenant's name.

J. PARKING:

Landlord shall provide sufficient parking for Tenant's intended use, as per the site plan submitted to Tenant.

**K. LANDLORD SERVICES DURING
THE TERM:**

Landlord shall perform the following during the Term.

- Cleaning and janitorial services will be provided in the common areas of the building.
- Maintenance and repair of the exterior of the Building and the Building grounds, including shrubbery and the parking lot area.
- Security service for the Building.

L. REPAIRS:

Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition.

LEASE AGREEMENT

DATE OF LEASE EXECUTION:

As of April 1, 2019

ARTICLE 1

REFERENCE DATA

- 1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section
- 1.1.1 LANDLORD: City of Opa-locka
- 1.1.2 MANAGING AGENT: City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054
- 1.1.3 TENANT: Opa-locka Community Development Corporation
- 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
- 1.1.5 LOT: The parcel of land at 780 Fisherman Street, Opa-locka, Florida 33054, on which the Building is located
- 1.1.6 TENANT'S SPACE: Suites 220, 250, and 251 located on the second floor of the Building, as shown on the floor plan attached hereto as Exhibit A
- 1.1.7 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 10,960 square feet
- 1.1.8 TENANT'S PROPORTIONATE SHARE: 4.66%
- 1.1.9 EFFECTIVE DATE: The date of lease execution set forth on the first page hereof
- 1.1.10 TERM COMMENCEMENT DATE: April 1, 2019
TERM EXPIRATION DATE: March 31, 2024
- 1.1.11 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent and Proportionate Share is due on the first day of each month.
- 1.1.12 SECURITY DEPOSIT: Not Applicable
- 1.1.13 PERMITTED USE: Community Resource

1.1.14 BROKERS: None

1.2 EXHIBITS AND SCHEDULES: The exhibits and schedules listed below in this Section are incorporated in this Lease by reference and are to be construed as part of this Lease.

EXHIBIT A: Floor Plan of Premises

EXHIBIT B: Rules and Regulations

ARTICLE 2

PREMISES AND TERM

2.1 PREMISES: Subject to and with ~~the~~ benefit of ~~the~~ provisions of this Lease, Landlord leases to Tenant, and Tenant leases ~~from~~ Landlord, Tenant's Space in the Building located on the Lot, excluding exterior faces of exterior walls, the ~~common~~ facilities and building service fixtures and equipment serving ~~exclusively~~ or in ~~common~~ other parts of the Building. Tenant's Space, with such exclusions, is referred to in this instrument as the "**Premises**". The Lot and the Building are sometimes referred to in this instrument as the "**Property**".

2.1.1 Tenant shall have, as appurtenant to the Premises, the right to use in common with others ~~entitled~~ thereto, subject to ~~reasonable~~ rules of general applicability to tenants of the Building from time to time ~~made by~~ Landlord of which Tenant is given notice, common facilities ~~included~~ in the Building or on the Lot, including use of the parking areas, as set forth below to the extent from time to time designated by Landlord and the Building and service ~~fixtures~~ and equipment serving the Premises.

2.1.2 Tenant shall have use of the parking areas provided for the common use of all tenants and their guests, subject to rules and regulations which may be promulgated by Landlord from time to time.

2.1.3 Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, remove, use, maintain and relocate for service to the Premises and to other parts of the Building or either building, service fixtures and equipment wherever located in, the Building and (b) to alter or relocate any other common facility, including the parking areas, provided that substitutions are substantially equivalent or better.

2.2 TERM: To have and to hold for the term beginning on the Commencement Date and ending on the Expiration Date (the "**Term**"), unless sooner terminated as provided herein below, in Section 7.1 or in Article 9. See Section 4.1 below relative to the Rent Commencement Date. The Term may be extended as set forth in Exhibit C attached hereto and made a part hereof. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to terminate this Lease prior to the Expiration Date if Tenant loses its federal funding and is unable to continue. In such event, Tenant will give Landlord written notice of such loss of funding and its intent to terminate this Lease not less than 30 days prior to such termination.

ARTICLE 3

CONSTRUCTION

3.1 DELIVERY OF PREMISES: Landlord shall deliver the Premises to Tenant with the Premises finished as described in Schedule 3.1.

3.2 ACCESS: Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Commencement Date when it can be done without material interference with remaining work. Such access shall be subject to the provisions of this Lease, except for payment of Base Rent. Tenant shall indemnify and save Landlord harmless from and against any and all loss, liability, damage, cost and expense, including without limitation attorneys' fees and costs, claimed for or actually arising from, growing out of or related to any act, negligence or failure to act of Tenant or anyone entering the Premises or Building with Tenant's permission. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors. The provisions of this Section shall survive the termination of this Lease.

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION: All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all

lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Landlord shall have no further obligation to fund or complete construction work once the Landlord's obligations contained in Section 3.1 have been fulfilled.

3.4 TENANT ALTERATIONS: Tenant shall not make any changes or alterations to the Premises without Landlord's prior written consent; and shall not in any event make unauthorized structural changes or additions to the Building or Premises or changes or additions to the heating, ventilating and air conditioning or other systems of the Building, consent to which may be withheld by Landlord in its sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations shall be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws, by a licensed and bonded contractor approved in advance by Landlord, such approval not to be unreasonably withheld or delayed. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant if (a) such equipment, furniture and trade fixtures are not then subject to any other rights, liens and interests of Landlord, or (b) Tenant is not then in default.

3.5 NO LIENS: Tenant shall pay promptly; when due, the entire cost of any work done on the Premises by Tenant, its agent, employees or independent contractors. Tenant shall have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANY ONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

ARTICLE 4

RENT

4.1 RENT: Tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent and proportionate share on the first day of each calendar month of the Term,

beginning on the first day of the first (1st) full calendar month of the Term. The Base Rent shall be applicable for the Term commencing on the Term Commencement Date (the "**Rent Commencement Date**"). Tenant shall pay, with each payment of Rent, all sales and other applicable taxes which may be due or payable thereon.

4.2 OPERATING COSTS AND TAXES; ESCALATION:

4.2.1 As used in this Section, these words and terms shall have the following meanings:

(a) "**Base Year**" shall mean calendar year 2019.

(b) "**Operating Costs**" shall mean all costs incurred and expenditures made by Landlord in the operation and management of the Building and the Lot, including management and maintenance of the parking areas, exclusive of financing expenses, as determined in accordance with generally accepted accounting principles. Operating Costs include, without limitation security maintenance and repairs to the Property (including snow removal, landscaping, elevators and other Building components); payments under all service contracts relating to the operation and maintenance of the Property; management fees; wages, salaries; benefits, payroll taxes and unemployment compensation insurance for employees of Landlord or any contractor of Landlord engaged in the cleaning, operation, maintenance or security of the Property; insurance relating to the Property; legal fees related to the management of tenants and operations of the Property; auditing expenses; any capital expenditure made by Landlord following the Commencement Date for the purpose of reducing other operating expenses or complying with any governmental requirement so long as such expenditure is amortized in accord with generally accepted accounting principles, provided however, that no other capital expenditure shall be deemed an Operating Cost for purposes hereof; payments other than Taxes (as hereinafter defined) (including, but not limited to, water and sewer charges, special assessments and other user fees), supplies and all other expenses customarily incurred in connection with the operation of buildings similar to the Building.

(c) "**Taxes**" shall mean all payments, all taxes, assessments and betterments levied, assessed or imposed by any governmental or regulatory authority upon or against the Property or payments in lieu therefor. If, at any time during the Term, any tax or excise on rents or other taxes, however described, are levied or assessed against Landlord with respect to the rent reserved hereunder, either wholly or partially in substitution for real estate taxes assessed or levied on the Property, or payments in lieu thereof, such tax or excise on rent shall be included in Taxes; however, Taxes shall not include franchise, estate, inheritance, succession, capital levy, transfer, income or excess profit taxes assessed on Landlord.

(d) **"Operating Cost Escalation Statement"** shall mean statements in writing signed by Landlord setting forth the amounts payable by Tenant for a specified calendar year or other computation period pursuant to this Section.

(e) **"Tax Escalation Statements"** shall mean statements in writing signed by Landlord setting forth the amounts payable by Tenant for a specified calendar year or other computation period pursuant to this Section.

4.2.2 Tenant shall pay to Landlord an amount equal to Tenant's Proportionate Share of any increase in the Taxes over the Base Year Taxes (the **"Tax Cost Excess"**). Such amount or amounts shall be estimated by Landlord and due in monthly installments, together with Tenant's payments of Base Rent. At the end of each calendar year, Landlord shall compute the actual Tax Cost Excess, and shall inform Tenant of the amount in the Tax Escalation Statement. Tenant shall be given a credit against its payment of any future Tax Cost Excess for any overpayment of Tax Cost Excess that shall have been paid up to the time of such statement. If Tenant has underpaid, then Tenant shall pay the balance due to Landlord within thirty (30) days of the date of the Tax Escalation Statement, unless the statement is rendered at the end of the Term, in which case any underpayment due Landlord will be paid by check at the time Tenant delivers the Premises to Landlord, and any overpayment due Tenant will be promptly refunded by Landlord. If this Lease shall commence or terminate in the middle of a calendar year, Tenant shall be liable for only that portion of the Tax Cost Excess in respect of such calendar year represented by a fraction, the numerator of which is the number of days of the Term which fall within the calendar year and the denominator of which is three hundred sixty-five (365).

4.2.3 Tenant shall pay to Landlord an amount equal to Tenant's Proportionate Share of any increase in the Operating Costs over the Base Year Operating Costs (the **"Operating Cost Excess"**). Such amount or amounts shall be estimated by Landlord and due in monthly, together with Tenant's payments of Base Rent. At the end of each calendar year, Landlord shall compute the actual Operating Cost Excess, and shall inform Tenant of the amount in the Operating Cost Escalation Statement. Tenant shall be given a credit against its payment of any future Tax Cost Excess for any overpayment of Operating Cost Excess that shall have been paid up to the time of such statement. If Tenant has underpaid, then Tenant shall pay the balance due to Landlord within thirty (30) days of the date of the Operating Cost Escalation Statement, unless the statement is rendered at the end of the Term, in which case any under payment due Landlord will be paid by check at the time Tenant delivers the Premises to Landlord, and any over payment due Tenant will be promptly refunded by Landlord. If this Lease shall commence or terminate in the middle of a calendar year, Tenant shall be liable for only that portion of the Operating Cost Excess in respect of such calendar year represented by a fraction, the numerator of which is the number of days of the Term which fall within the calendar year and the denominator of which is three hundred sixty-five (365).

4.2.4 If, after Tenant shall have made any payment of Tax Cost Excess to Landlord pursuant to this Section, Landlord shall receive a refund of any portion of Taxes paid by Tenant during the Term hereof as a result of abatement of such Taxes by legal proceedings,

settlement or otherwise, Landlord shall pay or credit to Tenant the Tenant's share of the refund (less the proportional, pro rata expenses, including attorney's fees and appraiser's fees, incurred in connection with obtaining any such refund), as related to Taxes paid by Tenant to Landlord with respect to any portion of the Term for which a refund is obtained. Tenant shall have no right to seek or to control any abatement, dispute, or other proceedings with any other governmental agency or entity.

4.2.5 Any disputes arising with respect to the amount of any payment due under this Section shall, upon request by either party, be finally determined by a court of competent jurisdiction in Miami-Dade County, Florida. Tenant shall pay all of its costs and expenses of litigation, and if said litigation determines that the amount stated in the Tax Escalation Statement or Operating Cost Escalation Statement is not more than ten percent (10%) above the Tax Cost Excess or the Operating Cost Excess, respectively, as billed to Tenant, Tenant shall also pay all of Landlord's costs and expenses of litigation, including, without limitation, the fees of experts and reasonable attorneys' fees. Any obligation of Tenant under this Section which shall not have been paid at the expiration of the Term shall survive such expiration and shall be paid when and as the amount of same shall be determined together with interest thereon at the prime rate of interest then currently charged by Bank of America, N.A. (or, if applicable, its successors) plus 2% from the date the sum was first due to Landlord.

4.2.6 The additional rent required to be paid by Tenant under this Section, together with the Base Rent and any other sums due Landlord under this Lease, is hereinafter collectively called the "**Rent**".

4.3 PAYMENTS: All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.4 LATE CHARGES: If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty Dollars and No Cents (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) or \$250.00 late charge or any other remedy available to Landlord.

4.5 ELECTRICITY: Tenant shall pay for all electricity consumed in Tenant's Space. The consumption shall be measured by an independent meter installed specifically for the Premises. The meter shall be in the name of Tenant, who shall have sole responsibility for paying this expense directly to the utility company. The consumption of electricity for common areas will be paid for by Landlord, and included in Operating Costs.

4.6 NET LEASE. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, the Base Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of

any kind and without abatement deduction or set-off, other than as here in expressly provided for, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

ARTICLE 5

LANDLORD'S OBLIGATIONS

5.1 LANDLORD'S SERVICES DURING THE TERM: Landlord shall perform the following during the Term.

5.1.1 Building Services: Landlord will furnish the following services to Tenant, and shall pay all costs for water, sewer and solid waste for the Property and the Leased Premises:

(a) Cleaning and janitorial services will be provided in the common areas of the Building on Monday through Friday, except for national, state and local holidays and for weekends, including holiday weekends;

(b) Automatically operated passenger elevator service and water at those points of supply provided for general use of its tenants;

(c) Freight elevators on an "as available" basis for incidental use by Tenant;

(d) Maintenance and repair of the exterior of the Building and Building grounds, including shrubbery and the parking lot area; and

(e) Security service for the Building.

5.1.2 Additional Building Services: Landlord shall furnish, solely at Landlord's election, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant.

5.1.3 Repairs: Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as maybe necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Landlord shall be responsible for the maintenance and upkeep of the outside of the Building and all repairs to the Leased Premises, including electrical, plumbing and air conditioning within the Building, unless damage caused by the negligence or fault of Tenant, its employees, agents or invitees, in which event Tenant shall be responsible for said costs, which Landlord may charge to Tenant as additional rent. If the Leased Premises become un-tenantable by reason of fire, windstorm or other events beyond the control of Tenant or Landlord, then during such period the rental provided herein shall cease and be abated and the Landlord shall have a reasonable time during which to make the required repairs, or in the event Landlord elects not to

rebuild or repair the Leased Premises, then this Lease shall thereupon cease and be deemed terminated.

5.2 QUIET ENJOYMENT: Landlord has the right to make this Lease and Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof. Landlord shall not be liable to Tenant, which shall have no recourse against Landlord, by reason of interference with quiet enjoyment caused by other tenants.

5.3 INTERRUPTIONS:

5.3.1 Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Property. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

5.3.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE 6

TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises, to do and perform the following matters.

6.1.1 Tenant's Payments: Tenant shall pay, when due, (a) all Base Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all sales taxes which may be imposed on the payment by Tenant of Base Rent and/or additional rent due hereunder, (d) all charges for telephone, electricity and other utility services (including service inspections therefor) rendered to the Premises and separately metered or billed to Tenant, and (e) as additional rent, all charges of Landlord rendered pursuant to Section 4.2 here of and any other sums due Landlord pursuant to this Lease.

6.1.2 Repairs and Yielding Up: Tenant shall keep the Premises in good order,

repair and condition, reasonable wear only excepted; at the expiration or termination of this Lease, Tenant shall peaceably yield up the Premises and all changes and additions there in such order, repair and condition. Subject to the provisions of Section 3.5, Tenant shall remove all personal property of Tenant, and any items required to be removed by Landlord pursuant to Section 3.5 or otherwise, repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property remaining on the Premises may, at Landlord's discretion, be removed, destroyed, sold, stored or otherwise disposed of at Tenant's cost.

6.1.3 Occupancy and Use: Tenant shall, continuously from the Commencement Date, use and occupy the Premises only for the Permitted Use, and shall not injure or deface the Premises or Property, and shall not permit in the Premises ~~any~~ auction, sale, nuisance or the emission from the Premises of any objectionable noise or ~~odor~~, nor any use which is improper, offensive, contrary to law or ordinances, or liable to ~~invalidate~~ or increase the premiums for any insurance on the Building or its contents or liable to ~~render necessary~~ any alteration or addition to the Building, nor cause the violation of any laws, ordinances, building codes, rules or regulations, any order or judgment, permit or license, of any federal, ~~state~~ or local governmental or regulatory entity having jurisdiction over ~~or~~ application to the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act and all regulations and orders promulgated to such act (collectively, "**Applicable Laws**"); Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, ~~either~~ prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises.

6.1.4 Hazardous Materials: Throughout the Term, Tenant shall prevent the presence, use, generation, release, ~~discharge~~, storage, disposal, ~~or~~ transportation of any Hazardous Materials (as hereinafter defined) ~~on~~, under, in, ~~above~~, to, or from the Premises other than in strict compliance with Applicable Laws. For purposes of this provision, the term "**Hazardous Materials**" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws. If Tenant's activities at the Premises or Tenant's use of the Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of their mediation plan to be undertaken.

6.1.5 Rules and Regulations: Tenant shall comply with the Rules and Regulations set forth in Exhibit B and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant shall have been notified, for the care and use of the Property.

6.1.6 Safety Appliances: Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because

of any use made by Tenant and to procure all licenses and permits so required and, if requested by Landlord, shall do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Use.

6.1.7 Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, assign this lease, make any sublease or permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law (it being understood that Landlord shall not unreasonably withhold or delay its consent herein required). Tenant shall, as additional rent, reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assign or sublet. No consent by Landlord shall affect the continuing liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. Any permitted assignee, subtenant or other occupant must deliver a written instrument to Landlord, in form and substance reasonably satisfactory to Landlord, by which such assignee, subtenant or other occupant agrees to be bound by and assume all obligations of Tenant under this Lease relating to the portion of the Premises acquired by such assignee, subtenant or other occupant. Any attempted assignment, subleasing or other occupancy not approved by Landlord as required by this Subsection 6.1.7 shall be void and a default under this Lease; any net income (after commercially reasonable brokerage fees and out of pocket costs of leasing) which is payable to Tenant in connection with such subleasing or assignment or occupancy, in excess of the sums due Landlord by Tenant under this Lease, shall be payable one-half to Landlord, and one-half may be retained by Tenant.

6.1.8 Space Sharing: Opa-locka Community Development Corporation will provide the City with a bi-weekly schedule of user agreements for the space at 780 Fisherman Street and the City will provide a response to OLCDC within 72 hours. The Opa-locka Community Development Corporation and users will list the City of Opa-locka as an insurer on their liability insurance.

6.1.9 Loading: Tenant shall not place a load upon the Premises exceeding an average rate of fifty (50) pounds of live load per square foot of floor area, and shall not move any safe, vault or other heavy equipment in, about or out of the Premises, except in such manner and at such times as Landlord shall in each instance approve. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such vibration or noise.

6.1.10 Landlord's Costs: In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay, as additional rent, all costs including, without implied limitation, reasonable attorneys' fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, shall also pay all such costs and fees incurred by Landlord for any obligations of Tenant under this Lease.

6.1.11 Tenant's Property: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Property

shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless located off the Premises and due to the willful act or gross negligence of Landlord.

6.1.12 Holdover: Tenant shall pay to Landlord twice the total of the Base Rent and additional rent then applicable for each month or portion thereof, in the event that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. The provisions of this Subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease, at the option of Landlord exercised by written notice given to Tenant while such holding over continues. Such holding over shall, at Landlord's option, exercised by written notice at any time during the holding over, constitute an extension of this Lease for a period of one (1) year.

ARTICLE 7

CASUALTY AND TAKING

7.1 CASUALTY AND TAKING: In case during the Term all or any substantial part of the Premises, the Building or Lot or any one or more of them, are damaged materially by fire or any other cause, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice of such termination. In case during the Term all or any substantial part of the Premises shall be taken by eminent domain, then either Landlord or Tenant may within sixty (60) days after receipt of notice of such taking by notice in writing to the other terminate this Lease as of the date of actual physical taking of possession under such taking. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in the case of taking, what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required or permitted to remove), into proper condition for use and occupation to the extent permitted by the next award of insurance or damages and applicable laws then in effect and a just proportion of the Base Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been substantially completed by Landlord in such condition, and in case of taking which permanently reduces the area of the Premises, a just proportion of the Base Rent and additional rent shall be abated for the remainder of the Term and an appropriate adjustment shall be made to the annual estimated Operating Costs.

7.2 RESERVATION OF AWARD: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the lease hold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in

Tenant's name, it being agreed and understood, however, that Landlord does not reserve to itself and Tenant does not assign to Landlord any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE 8

RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord or any mortgagee of Landlord, from time to time, shall have the option to subordinate this Lease to any mortgage or deed of trust (a "**Mortgage**") of the Lot or Building, or both (the "**Mortgaged Premises**"), provided that the holder thereof ("**Mortgagee**") agrees in writing to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise; Tenant agrees to recognize Mortgagee as Landlord in such event. The provisions of this Section 8.1 shall bind and inure to the benefit of the successors and assigns of Tenant and of Mortgagee and upon anyone purchasing the Mortgaged Premises at any foreclosure sale or otherwise. Any such Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform or be liable in damages for failure to perform, any of the obligations of Landlord, unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 3.3, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.3 to the owner of the equity of the mortgaged premises. In no event, however, shall the holder of a mortgage on the Lot and/or the Building have any duty to perform or liability with respect to Landlord's obligations under this Lease unless and until such holder acquires title to the Lot and/or Building through foreclosure or otherwise, and if such holder does so acquire title, in no event shall such holder have any duty to perform or any liability with respect to Landlord's obligations or any fact, circumstance or condition existing, arising or accruing before such acquisition of title.

8.3 MORTGAGEE'S ELECTION: Notwithstanding any other provisions to the contrary contained in this Lease, if prior to substantial completion of Landlord's obligations under Article 3, any holder of a first mortgage on the mortgaged premises enters and takes possession thereof for the purpose of foreclosing the Mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article 3, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform and all liability for failure to perform said Landlord's obligations under Article 3, in which

event Tenant may terminate this Lease and all its obligations hereunder by written notice to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION: No Base Rent, additional rent, or any other charge shall be paid more than thirty (30) days prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord or holder of a mortgage affecting the Premises under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid, unless consented to in writing by Landlord's mortgagees of record, if any.

8.5 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such Mortgagees, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Premises if the Mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.

8.6 CONTINUING OFFER: The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article 8) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee, subject to the provisions of Section 8.3, such Mortgagee being hereby constituted a party to this Lease as an obligee hereunder subject to the provisions of Section 8.3 to the same extent as though its name was written hereon as such, and such Mortgagee shall be entitled to enforce such provisions in its own name.

8.7 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the holder of any mortgage of which the Premises are a part and by the user of any commitment to make a Mortgage loan which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the Effective Date that such holder or issuer, or both, disapproves or has not approved this Lease, then this condition shall be deemed to have been satisfied or waived and the provisions of this Section 8.7 shall be of no further force or

effect.

8.8 SUCCESSORS OF MORTGAGEE: All of the rights and privileges of the holders of mortgages on the Lot and/or Building set forth in this Article 8 shall inure to the benefit of any such holders and their respective successors and assigns, including without limitation where applicable any purchases at foreclosure and other parties claiming title by, through or under any such holders. Where reference is made herein to foreclosure, the same rights and privileges for any such holder shall arise and the same results shall obtain if such holder instead acquires title through deed in lieu of foreclosure or otherwise.

ARTICLE 9 DEFAULT

9.1 EVENTS OF DEFAULT: The occurrence of ~~any~~ of the following shall be deemed to be an event of default under this Lease: ~~if any~~ default by Tenant continues after notice, in case of Base Rent or any additional rent, for ~~more~~ than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default (if the default is of such a nature that it is curable but cannot reasonably be cured in thirty (30) days, Tenant has the obligation to commence to cure the default within thirty (30) days, and thereafter diligently and continuously prosecutes such cure to completion), or if Tenant or any Guarantor makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition is filed against Tenant or any Guarantor and is not dismissed within forty-five (45) days, or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within forty-five (45) days, or if such leasehold is taken on execution or other process of law in any action against Tenant. In the event of any default under this Lease by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative.

9.1.1 Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or Landlord may terminate Tenant's right of possession of the Premises. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such cancellation or termination not occurred. If Landlord so elects, Rent shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, subject to the provisions of Section 9.1.5 below.

9.1.2 Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to, and at the expense and risk of, Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in anyway in connection with its actions pursuant to this section, to the extent that its actions are in accordance with

Applicable Laws.

9.1.3 Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises.

9.1.4 Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and may enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given to Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest at the highest rate permitted by law from the date of payment by Landlord until repaid by Tenant.

9.1.5 In calculating the amounts to be paid by Tenant to Landlord pursuant to this Section 9, Tenant shall be credited with the net proceeds of any rents obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, and fees for legal services. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or part thereof of a term or terms which may, at Landlord's option, be equal to or less than or greater than the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

9.1.6 So long as at least twelve (12) months of the Term remain unexpired at the time of such termination of this Lease or of Tenant's right of possession, in lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 9.1, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Section 9.1 or as otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover and Tenant shall thereupon pay, as liquidated damages an amount equal to the aggregate of the Base Rent and additional rent accrued in the twelve (12) months ended next prior to such termination, plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 9.1 up to the time of payment of such liquidated damages.

9.1.7 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of

the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damages referred to above.

92 COSTS: Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

93 WAIVER: No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

ARTICLE 10

MISCELLANEOUS

10.1 INTERPRETATION: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises, Building or Property with Tenant's expressed or implied permission.

10.2 NOTICE: Any notice, approval, consent, request, or election required or permitted to be given or made pursuant to this Lease shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant, and if to Tenant, at the Premises or Tenant's address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if personally delivered or sent by nationally recognized overnight delivery service.

10.3 LANDLORD'S LIABILITY: CERTAIN DUTIES: The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal liability related to this Lease beyond their equity interest in the Premises, and Tenant agrees that it shall look solely to such equity interest then-owned by Landlord for collection of any judgment or any other judicial process requiring the payment of money. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord

under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each Landlord shall deliver to its transfer real funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure or diligently pursue a cure of such nonperformance within thirty (30) days after receipt of Tenant's written notice or such longer time as is reasonably necessary, provided that such cure is commenced within such thirty (30) day period and thereafter pursued with reasonable diligence.

10.4 NO SURRENDER: The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.5 NO WAIVER: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any Rules and Regulations against Tenant or any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Base Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.6 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Base Rent and additional rent then due shall be deemed to be other than on account of the earlier installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed as accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

10.7 CUMULATIVE REMEDIES: The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenant, conditions or provisions.

10.8 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid

and enforceable to the fullest extent permitted by law.

10.9 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Miami, Florida); and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.10 ESTOPPEL CERTIFICATE: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 10.10 may be relied upon by any prospective purchaser or mortgagee of the Property or any prospective assignee of any such mortgagee.

10.11 FORCE MAJEURE: In any case where either party hereto is required to do any act (other than the payment of rent or other monies hereunder), delays caused by or resulting from war, civil commotion, fire, flood, other casualty, labor difficulties, shortages or other unavailability of labor, materials, equipment, energy or utility services, governmental regulations, unusually severe weather, Act of God or other causes beyond such party's reasonable control (but not the inability to pay money), shall not be counted in determining the time during which such act must be completed, and such time shall be deemed extended by such delay. In no event, however, shall the foregoing excuse the late payment of rent or any other monies due hereunder nor extend the time therefor.

10.12 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS· MEDIATION: LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS (EXCEPT COMPULSORY COUNTERCLAIMS) IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NONPAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. UPON LANDLORD'S REQUEST,

TENANTSHALLPARTICIPATEINMEDIATIONOFADISPUTE BETWEENLANDLORD AND TENANT; THE COST OF A MEDIATOR SHALL BE BORNE EQUALLY BY LANDLORD ANDTENANT.

10.13 RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulate building insufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.14 ATTORNEYS' FEES: Wherever provision is made in this Lease for attorneys' fees, such term shall be deemed to include accountants' and attorneys' (including paralegals' and similar persons) fees and costs, whether or not litigation is commenced, including those for appellate, bankruptcy, probate, arbitration, mediation and collections proceedings.

10.15 LANDLORD'S ACCESS: Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary.

10.16 INCORPORATION OF PRIOR AGREEMENTS: MODIFICATIONS: This Lease is the only agreement between the parties pertaining to this Lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

10.17 JOINT AND SEVERAL LIABILITY: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

10.18 EXECUTION OF LEASE: Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums and moneys to be delivered at time of execution, provided that in the event that any

party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

10.19 AUTHORITY: As a material inducement to Landlord to enter into this Lease, Tenant (and, individually, each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

10.19.1 Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

10.19.2 This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

10.19.3 Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

10.19.4 The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case maybe, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.20 FLORIDA LAW: This Lease shall be governed by the laws of the State of Florida.

10.21 COUNTERPART: This Lease may be executed in more than one copy, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of it and may be introduced into evidence or used for any purpose without the production of the other counterpart or counter parts.

10.22 TIME IS OF THE ESSENCE: Time is of the essence of this Lease and all provisions contained herein.

10.23 APPROVAL OF PLANS AND SPECIFICATIONS: Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective

agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

10.24 RELATIONSHIP: Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

10.25 RIDERS AND EXHIBITS: All Riders and Exhibits attached to this Lease and all Addendums attached to this Lease and executed by both Landlord and Tenant shall be deemed to be a part of and are hereby incorporated in this instrument.

10.26 SURVIVAL: Tenant's ongoing or unfulfilled obligations shall survive the termination of this Lease, including but not limited to payment of additional rent adjustments which may be calculated and billed after the termination of the Lease.

ARTICLE 11

INSURANCE AND INDEMNITY

11.1 TENANT'S INSURANCE: Tenant shall throughout the term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified and in the form hereinafter provided for:

11.1.1 Commercial General Liability Insurance. Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence (General Aggregate - \$2,000,000; Products Aggregate - \$2,000,000) for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Commercial General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

11.1.2 Property Insurance. "Special Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

11.1.3 Workers' Compensation and Employees' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located and Employees' Liability coverage with not less than the minimum statutory limits of coverage.

11.1.4 Policy Form. All policies referred to above shall: (i) be taken out with underwriters licensed to do business in Florida and a "Best Rating" of "A" or "A+" (ii) name Landlord and the property manager, or their successors, as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord and any other additional insured by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination; and cv) provide that a defense against the primary insured shall not be a defense against payment to the additional insureds. Binding certificates of insurance with endorsements attached or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. a) Tenant fails to take out or to keep in force any insurance referred to in this Section 11, or should any such insurance not be approved by either Landlord or any mortgagee, and b) Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

11.2 INDEMNIFICATION OF THE PARTIES:

11.2.1 The Tenant shall indemnify and hold harmless Landlord, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

11.2.2 The Landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of,

relating to or resulting from the performance of this Lease by the Landlord or the Landlord's officers, employees, agents, servants, partners, principals or subcontractors. The Landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue there on. The Landlord expressly understands and agrees that any insurance policies required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

11.2.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Lease and shall terminate upon the expiration of the applicable statute of limitation.

11.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS: The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of this Lease. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation. This Section 11.3 supersedes any provision to the contrary which may be contained in this Lease.

EXECUTED as a sealed instrument as of the day and year first above written.

LANDLORD: CITY OF OPA-LOCKA

Witness:

_____ By: _____

Name: _____

TENANT: OPA-LOCKA COMMUNITY
DEVELOPMENT CORPORATION

Witness:

_____ By: _____

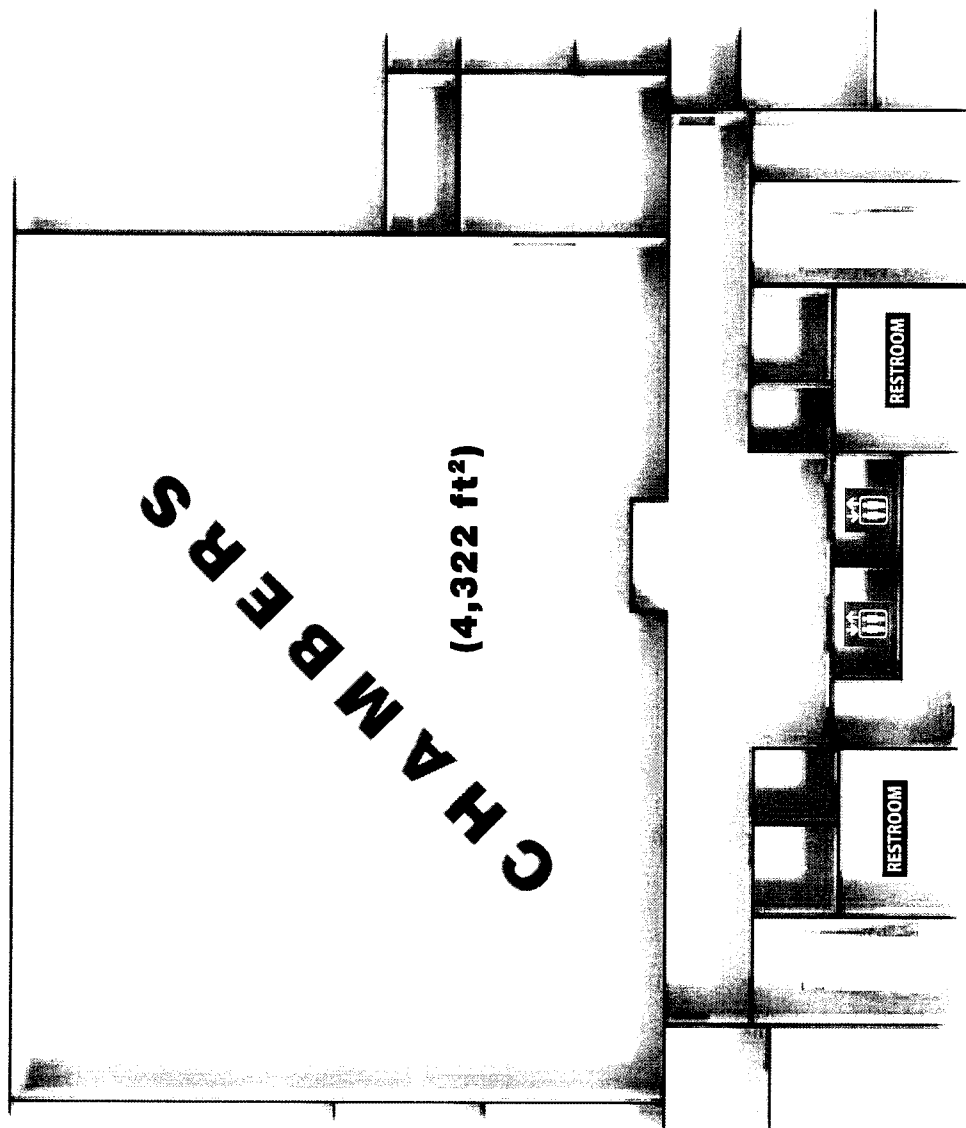
Name: _____

As To Legal Sufficiency and Form

City Attorney, City of Opa-locka
The Brown Law Group, LLC



Fisherman Street



780 - Fisherman Street
Opa-Locka

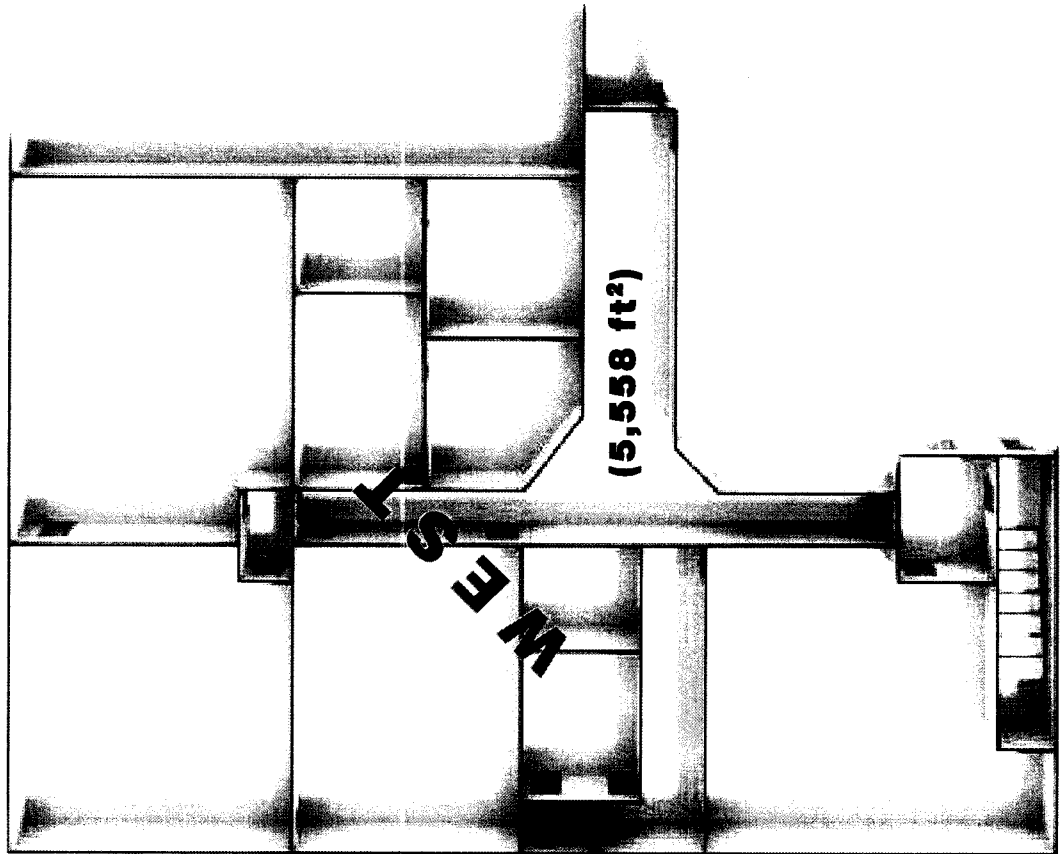
2nd Floor

Ste. 220 (CHAMBERS)

(4,322 ft²)



Fisherman Street



780 - Fisherman Street

Opa-Locka

2nd Floor - West

(Ste. 250)

(5,558 ft²)



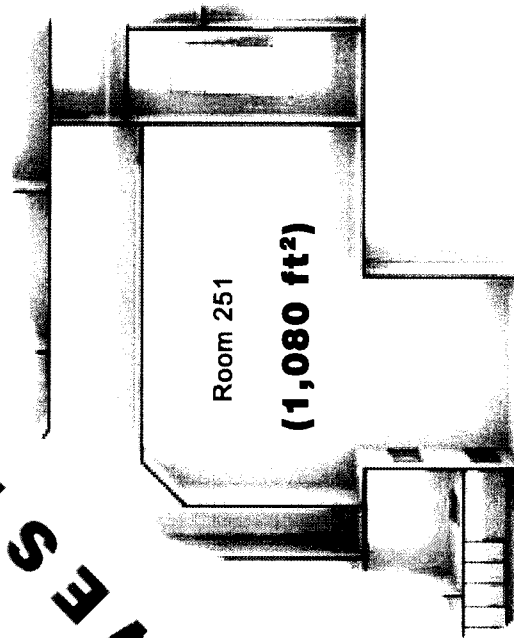
Fisherman Street

WEST

780 - Fisherman Street
Opa-Locka

2nd Floor - West
(Room 251- Cafeteria)

(1,080 ft²)





**Office of the City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054**

John E. Pate, MS, CM
City Manager

Telephone (786) 338-6598
Email: jpate@opalockafl.gov

February 16, 2021

Opa-locka Community Development Corporation
490 Opa-locka Boulevard
Opa-locka, FL 33054

RE: RENT PAYMENT AT 780 FISHERMAN STREET

Dear Sir/Madam:

The City of Opa-locka value you as a tenant at the Municipal Complex, however, it has been brought to my attention that the City has not received a rent payment from Opa-locka Community Development Corporation and your account is extremely past due.

This letter is to inform you that as of the date of this notice, you are delinquent for April 2019-February 2021. According to Article 4.1 of your lease agreement, "tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent and proportionate share on the first day of each calendar month of the term." Additionally, 4.4 of the Lease Agreement states "Tenant shall pay in addition to such payment a late charge of 5% of the payment which is past due or \$250.00."

I hereby request you to pay the total amount listed below within three (3) business days of receipt of this letter or vacate the premises.

April 2019 – April 2020

\$13,006.17 + 5% late fee (\$650.30) = \$13,656.47 per month = \$163,877.74

May 2020 – December 2020

\$13,006.17 + 5% late fee (\$650.30) = \$13,656.47 per month = \$109,251.82

January 2021 – February 2021

\$13,006.17 + 5% late fee (\$650.30) = \$13,656.47 per month = \$27,312.94

TOTAL - \$300,442.50

In the event you fail to bring your rent payments current or vacate the premises, we shall immediately take legal action to evict you and to recover rent and damages for the unlawful detention of said

premises together with such future rents as may be due us for breach of your lease.

Your prompt attention to this matter is greatly appreciated.

Sincerely,

John E. Pate

John E. Pate
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EMERGENCY WORK FOR THE PROVISION OF DEBRIS REMOVAL OF HAZARDOUS MATERIAL FROM THE NW 127th STREET STORMWATER DRAINAGE SYSTEM; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTACT WITH WORLD PATROLEUM CORP; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Roadway and Drainage improvement Project in the City of Opa-locka ("City") for Cairo Lane and NW 127th Street was originally awarded as a Design-Build project under the Request for Proposal (RFP) No: 15-2904100 on May 13, 2015; however, the construction stopped in July 2019, leaving the project incomplete and causing the installed drainage infrastructure to become filled with unsuitable materials; and

WHEREAS, to address this immediate issue, the City Manager is proposing an emergency contract with World Petroleum for the removal of hazardous material from the NW 127th Street stormwater drainage system in the amount of One Hundred Twenty Thousand, Four Hundred Twenty-Four Dollars (\$120,424); and a contingency amount of Eleven Thousand Five Hundred Fifty Five Dollars and zero cents (\$11,555.00); and

WHEREAS, the City Commission finds it is the best interest of the City and its residents to accept the emergency proposals of World Petroleum Corp., attached hereto as Exhibit "A".

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

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

Section 2. Emergency Approval. The City Commission of the City of Opa-Locka hereby authorizes emergency work for the provision of debris removal of hazardous material from the NW 127th Street stormwater drainage system in the amount of One Hundred Twenty Thousand, Four Hundred Twenty-Four Dollars (\$120,424); and a contingency amount of Eleven Thousand Five Hundred Fifty Five

Dollars and zero cents (\$11,555.00). The City Manager is hereby authorized to execute an agreement to said work in a contract form acceptable to the City Attorney and take all necessary action consistent with this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:											
City Manager:	John E. Pate		CM Signature:											
Commission Meeting Date:	03/24/2021	Item Type:	Resolution	Ordinance	Other									
		<i>(Enter X in box)</i>	X											
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading									
	X		Public Hearing: <i>(Enter X in box)</i>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Yes	No		X	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Yes	No		X	
Yes	No													
	X													
Yes	No													
	X													
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No									
					X									
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:											
	X													
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>										
	X		<table style="width: 100%; border: none;"> <tr> <td>Enhance Organizational</td> <td>☐</td> </tr> <tr> <td>Bus. & Economic Dev</td> <td>☐</td> </tr> <tr> <td>Public Safety</td> <td>☒</td> </tr> <tr> <td>Quality of Education</td> <td>☐</td> </tr> <tr> <td>Qual. of Life & City Image</td> <td>☐</td> </tr> <tr> <td>Communication</td> <td>☐</td> </tr> </table>			Enhance Organizational	☐	Bus. & Economic Dev	☐	Public Safety	☒	Quality of Education	☐	Qual. of Life & City Image
Enhance Organizational	☐													
Bus. & Economic Dev	☐													
Public Safety	☒													
Quality of Education	☐													
Qual. of Life & City Image	☐													
Communication	☐													
Sponsor Name	City Manager		Department:	City Manager										

Short Title:

**Debris Removal, Cameras Installation, and Drainage Infrastructure Cleaning
in Cairo Lane and NW 127th Street**

Staff Summary:

We are requesting approval from the City Commission to authorize the City Manager to accept emergency proposals to clean the drainage systems along Cairo Lane and NW 127th Street, to remove all debris from the right of way, and to install cameras to prevent illegal dumping actions in the area.

The Roadway and Drainage improvement Project for Cairo Lane and NW 127th Street was originally awarded as a Design-Build project under the Request for Proposal (RFP) No: 15-2904100 on May 13, 2015; however, the construction stopped in July 2019, leaving the project incomplete and causing the installed drainage infrastructure to become filled with unsuitable materials.

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survey, geotechnical investigation, and assessment of the infrastructure) included in the development of the basis of design for completion of stormwater, sewer force main, water system and roadway improvement of Cairo Lane, part of the ongoing Condition Assessment & Evaluation project.

Addressing this issue, three contracts are proposed:

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- \$ 9,721 Broadcast Systems – Installation of camera monitoring equipment on Cairo Lane to identify illegal dumping. Camera monitoring equipment is already installed on NW 127th Street.

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Financial Impact

Account	Description	Available	Project	Remaining Balance
43-5386315	Cairo Lane (Stormwater)	\$300,000	\$254,209	\$45,791
41-541640	Roads & Streets (Machinery & Equipment)	\$31,494	\$ 9,721	\$21,773
Total			\$263,930	

Proposed Action:

Staff recommends approval of these three contracts to support the Engineering Condition Assessment Project currently ongoing in Cairo Lane and NW 127th Street and to identify parties illegally dumping in the future.

Attachment:

1. Agenda Cover Memo
2. Envirowaste Proposal for the Removal of Debris from the Right of Way (ROW) and the cleaning of the Drainage Infrastructures already installed in Cairo Lane.
3. World Petroleum Proposal for the Cleaning of the Drainage Infrastructure located in NW 127th Street.
4. Broadcast Systems Proposal for the installation of Cameras in Cairo Lane.



WORLD PETROLEUM CORP
PO BOX 291197
DAVIE FL 33329
P: 954-327-0724 F: 954-327-0755

Proposal Submitted To: City of Opa Locka	Phone: 786-877-4015	Date: 03/08/2021
Street:	Fax:	
	Job Name: Storm Drain Cleaning	
City, State, and Zip Code:	Job Location: NW 127th St	
Attention: Mr. Airia Austin	Email: aaustin@opalockafl.gov	

WORLD PETROLEUM CORP IS PLEASED TO SUBMIT OUR PROPOSAL FOR THE LABOR, EQUIPMENT, AND TRANSPORTATION REQUIRED TO CLEAN MULTIPLE STORM DRAINS AT THE ABOVE REFERENCED SITE.

THIS WORK AS ITEMIZED BELOW:

	<u>UNIT</u>	<u>TOTAL</u>
ITEM #1: VACTOR TRUCK #1 WITH OPERATOR: @ \$180.00/HR (4 HR MINIMUM) PORTAL TO PORTAL	60 HR	\$10,800.00
ITEM #2: VACTOR TRUCK #2 WITH OPERATOR: @ \$180.00/HR (4 HR MINIMUM) PORTAL TO PORTAL	60 HR	\$10,800.00
ITEM #3: TRACTOR TRAILER #1 WITH OPERATOR: @ \$105.00/HR (4 HR MINIMUM) PORTAL TO PORTAL	60 HR	\$6,300.00
ITEM #4: TRACTOR TRAILER #2 WITH OPERATOR: @ \$105.00/HR (4 HR MINIMUM) PORTAL TO PORTAL	60 HR	\$6,300.00
ITEM #5: CERTIFIED FIELD TECHNICIAN: @ \$65.00/HR	60 HR	\$3,900.00
ITEM #6: DISPOSAL OF NON-HAZARDOUS WASTEWATER AT @ \$0.36 PER GALLON:	(WORSE CASE SCENARIO 20,000 GL)	\$7,200.00
ITEM #7: DISPOSAL OF NON-HAZARDOUS SLUDGE/SOLIDS AT @ \$1.50 PER GALLON:	(WORSE CASE SCENARIO 54,316 GL)	\$81,474.00
ESTIMATED TOTAL		\$120,424.00

Business hours are Monday through Friday 7:00am-5:00pm. World Petroleum will not be responsible for removing diffusers if they apply. The customer will be responsible for locating the drains before the start of the project. The customer will be responsible for moving any vehicles that obstruct the drains. If there is a large quantity of water in the drain system, the customer will be responsible for directing World Petroleum where to dispose of the water. If personnel or equipment is no longer necessary onsite, the customer will not be billed. If the scope of work exceeds or undermines the estimated total, the bill will be adjusted and verified by the customer. World Petroleum will provide the customer with proper disposal documents upon completion.

PLEASE NOTE:

IF CIRCUMSTANCES BEYOND THE CONTROL OF WORLD PETROLEUM CORP REQUIRE DIFFERENT AND ADDITIONAL LABOR NOT INCLUDED ABOVE, THE CLIENT WILL BE CHARGED AT THE QUOTED HOURLY RATE.

A SIGNED PROPOSAL (HARD COPY) AND PURCHASE ORDER (HARD COPY) ARE REQUIRED PRIOR TO INITIATING THE WORK.

IF MATERIALS ARE CHARACTERIZED TO BE "HAZARDOUS," AMOUNT DUE WILL BE ADJUSTED ACCORDINGLY.

IF PAYMENT IS ENFORCED VIA A LIEN, ALL ASSOCIATED COST WILL BE THE RESPONSIBILITY OF CITY OF OPA LOCKA.

We Propose hereby to furnish material, labor and complete project in accordance with above specifications.

PAYMENT DUE NET 30 DAYS FROM RECEIVING INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. "A service charge equal to the maximum legal interest allowed by law will be charged on all accounts with balances that are past due, in the event World Petroleum Corporation has to retain an attorney to recover any sum that may be due under this agreement or order, then in such event, the customer shall reimburse World Petroleum Corporation, for all fees incurred together with all costs of litigation and other expenses incurred in connection with said collection." Please be advised that World Petroleum Corporation invoicing will only reflect actual quantities removed and the work performed. All agreements contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal, The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE AUTHORIZATION: _____ Date _____
WORLD PETROLEUM

CITY OF OPA LOCKA Date _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EMERGENCY WORK FOR THE INSTALLATION OF CAMERA MONITORING EQUIPMENT ON CAIRO LANE TO IDENTIFY ILLEGAL DUMPING IN THE AMOUNT OF \$9,721.00; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BROADCAST SYSTEMS, INC. AND TAKE ALL NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") desires to protect its investment in the clean-up of roadway improvements and work to prevent future illegal dumping along Cairo Lane and NW 127th Street; and

WHEREAS, camera monitoring equipment is already installed on NW 127th Street, however, the cameras are only facing in one direction; and

WHEREAS, the City Manager is requesting that the City Commission authorize the installation of two (2) additional cameras on Cairo Lane which will cover traffic exiting or entering NW 127th Street; and

WHEREAS, the City Commission finds it is the best interest of the City and its residents enter into an emergency agreement with Broadcast Systems Inc., pursuant to the proposal attached hereto as Exhibit "A".

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

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

Section 2. Emergency Approval. The City Commission of the City of Opa-Locka hereby authorizes emergency work for the installation of camera monitoring equipment on Cairo Lane in the amount of \$9,721.00 to identify illegal dumping. Further, the City Commission hereby authorizes the City Manager to execute an agreement for said work in a contract form acceptable to the City Attorney.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or his

designee.

PASSED AND ADOPTED this ____ day of _____, 2021.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	03/10/2021	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No
					X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

**Debris Removal, Cameras Installation, and Drainage Infrastructure Cleaning
in Cairo Lane and NW 127th Street**

Staff Summary:

We are requesting approval from the City Commission to authorize the City Manager to accept emergency proposals to clean the drainage systems along Cairo Lane and NW 127th Street, to remove all debris from the right of way, and to install cameras to prevent illegal dumping actions in the area.

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**BROADCAST
SYSTEMS**

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
3/4/2021	3909

Name / Address

Ship To

City of Opa-locka
Nelson Rodriguez
780 Fisherman Street, Suite 150
Opa-Locka, FL 33054

Description	Qty	Total
GSA CONTRACT GS-07F-173GA		
Deployable 4 camera system		
RAZBERI TECHNOLOGIES SSIQ8-R2-I5-2S ServerSwitchIQ - Rugged, 8 PoE ports (up to 200W), Intel Core i5-4400E, 2 TB (2x1024 GB) SSD, 8 GB DDR3, 120 GB mSATA boot, 3 year warranty, includes Windows 10, CameraDefense and 3 YR CylancePROTECT licenses. VMS sold separately. DIN rail power supp	1	4,191.70
ACC 7 Enterprise Edition camera license	2	392.30
2.0 MP (1080p) WDR, LightCatcher, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	2	1,430.66
Master Technician (GSA)	8	886.64
System Design Engineer (GSA)	8	886.64
Open market Items		
Cradlepoint 3-Year NetCloud Essentials with IBR600C-150M-D Router	1	550.00
Cradlepoint antenna Cellular Antenna, Black Mini, 600 MHz – 6 GHz, SMA Part #: 170704-002	1	15.00
DIN mounted psu480W power supply hardened	1	423.00
Lcom enclosure with din rail system, and banding straps	1	870.00
Instalation materials	1	75.00
Labor does not include at this point any high voltage work required to bring the box into operation		
This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise. This estimate is valid only for 90 days.		
Subtotal		\$9,720.94
Sales Tax (0.0%)		\$0.00
Phone #	E-mail	Follow us on Instagram Broadcast_Systems
(561) 578-4964	sales@broadcastsystemsinc.com	
Total		\$9,720.94

Rugged™

Cybersecure video recording appliance for extreme conditions

Solid State storage • 300 Mbps • Up to 16TB

Razberi Rugged is a ruggedized, intelligent video recording appliance for outdoor security cameras and IoT devices designed to go wherever you need it and manageable from wherever you are. Hardened out-of-the-box, it's designed to withstand extreme temperature conditions from -40°C to 60°C (-40°F to 140°F) without requiring additional heating or air conditioning systems, saving thousands of dollars on specialized temperature conditioned enclosures.

The ruggedized appliance is fanless, allowing it to operate in dusty, dirty conditions that receive little to no maintenance. It includes Razberi CameraDefense for automated cybersecurity and Razberi Monitor for on-premise or cloud-based health monitoring and alerts.



RAZBERI RUGGED™ APPLIANCES

Intelligent, high performance video surveillance recording appliances that are more than an NVR

Purpose-built design to support megapixel camera resolutions

All-in-one server, managed PoE switch and storage

Open platform, certified with leading VMS and analytics partners.

KEY FEATURES

- Intel Core Processor
- 8 PoE+ ports with up to 200W total output
- Video storage up to 16TB using solid state drives
- Small rugged chassis, standard DIN rail mount
- Fanless design protects from dirt and dust
- Built using industrial temp components

KEY BENEFITS

IT Friendly

Store video at edge to reduce impact on IP networks without compromising quality.

Remotely Monitor and Manage

Remotely manage with less staff and fewer costly truck rolls with Razberi Monitor. Monitor system health and cyber security.

Cybersecure

Automatically harden cameras with built-in CameraDefense. Protect the video server with ApplianceDefense™, AI-based antivirus and malware protection that does not compromise VMS performance.

Razberi Rugged™ Specifications

Intelligent Features	Razberi Monitor™ health monitoring	Uplinks	2 x 10/100/1000 Mbps Combo SFP 2 x 10/100/1000 Mbps RJ-45
Processor	Intel i5-4400E	Video Out	HDMI (3840 x 2160 Max.) VGA (2048 x 1536 Max.)
Operating System	Windows 10 Enterprise 2019 LTSC Windows Server 2016	USB	4 x USB 3.0
Boot Drive	256GB mSATA	eSATA	Yes
Memory	16 GB DDR3	Input Voltage	48-52VDC (Negative or Positive Ground)
Graphics	Intel HD Graphics P4600 w/Quick Sync Support	Typical Current	6.8 A
Switch Control	HTTPS Browser Interface Layer 2 Switching VLAN Management	Switch Fabric	4.4 Gbps, full mesh with zero packet loss
PoE	IEEE 802.3af, IEEE 802.3at (PoE+), up to 30W per port	HDDs	2 x 2.5 inch Datacenter SSDs
RAID	RAID 0/1/10	RAID Controller	Intel Rapid Storage Technology
Operating Environment	-40°C to 60°C (-40°F to 140°F) 10% to 90% RH Non-condensing	Certifications	FCC, RoHS, FCC Part15 Class A, CISPR22, CISPR32, EN 55022: Class A, EN 61000-3-2, EN 61000-3-3, EN 61000-6-4, EN 61000-6-2, EN 55032, EN 55024, EN 60950-1, VCCI V-2 & V-3

Razberi Rugged™ Model-Specific Table

Part Number	PoE Ports	Memory (DDR3)	Video Storage	Dimensions (L x W x H)	Operating Temperature
SSIQ8-R2-i5-2S	8	8 GB (standard) 16 GB (optional)	2 x 960GB MLC Solid State Drive (2.5" SATA)	10.2 x 9.5 x 3.5 in; 260 X 241 x 90.5 mm	-40C to 60C (-40F to 140F)
SSIQ8-R2-i5-4S	8	8 GB (standard) 16 GB (optional)	2 x 1920GB MLC Solid State Drive (2.5" SATA)	10.2 x 9.5 x 3.5 in; 260 X 241 x 90.5 mm	-40C to 60C (-40F to 140F)
SSIQ8-R2-i5-1SE	8	8 GB (standard) 16 GB (optional)	2 x 480GB MLC Solid State Drive (2.5" SATA)	10.2 x 9.5 x 3.5 in; 260 X 241 x 90.5 mm	-40C to 60C (-40F to 140F)
SSIQ8-R2-i5-2SE	8	8 GB (standard) 16 GB (optional)	2 x 960GB MLC Solid State Drive (2.5" SATA)	10.2 x 9.5 x 3.5 in; 260 X 241 x 90.5 mm	-40C to 60C (-40F to 140F)
SSIQ8-R2-i5-4SE	8	8 GB (standard) 16 GB (optional)	2 x 1920GB MLC Solid State Drive (2.5" SATA)	10.2 x 9.5 x 3.5 in; 260 X 241 x 90.5 mm	-40C to 60C (-40F to 140F)
SSIQ8-R2-i5-8SE	8	8 GB (standard) 16 GB (optional)	2 x 4TB TLC Solid State Drive (2.5" SATA)	10.2 x 9.5 x 3.5 in; 260 X 241 x 90.5 mm	-40C to 60C (-40F to 140F)
SSIQ8-R2-i5-16SE	8	8 GB (standard) 16 GB (optional)	4 x 4TB TLC Solid State Drive (2.5" SATA)	10.2 x 9.5 x 3.5 in; 260 X 241 x 90.5 mm	-40C to 60C (-40F to 140F)

Razberi Rugged™ Accessories

Accessories Part Number	Description
PSU-R-240	240W DIN Rail Power Supply 52V (120W PoE) - Operating Temperature: -20°C to +70°C
PSU-R-480	480W DIN Rail Power Supply 52V (200W PoE) - Operating Temperature: -20°C to +70°C

Razberi Rugged™ Performance Specifications

Recording Datarate (Mbps) ¹	Playback Datarate (Mbps) ¹	Number of Camera Recording Streams ²	Number of Camera Playback Streams ²
300	123	73	30

¹ The specific throughput that can be supported will be dependent on a number of criteria including camera types (resolution, frame rate, etc.), and the VMS software utilized.

² Assumes the use of a typical 2MP camera

H5A Camera Line

2 MP

4 MP

5 MP

6 MP

8 MP

The Avigilon H5A camera line features our embedded Next-Generation Video Analytics for enhanced object detection, tracking and classification, Unusual Activity Detection (UAD), Facial Recognition technology and support for Avigilon Appearance Search™ technology to help ensure critical events do not go unnoticed. These advanced capabilities help provide detailed information on what is happening on your site so you can detect potentially critical security events faster and take responsive action.



Features



NEXT-GENERATION VIDEO ANALYTICS

Detects more objects with expanded object classifications and greater accuracy for faster responses, even in crowded scenes.



FIPS 140-2 CERTIFIED CRYPTOGRAPHY

Enables the camera to be deployed at sites requiring FIPS-compliant cryptography.



H.265 WITH HDSM SMARTCODEC™ TECHNOLOGY

Optimizes compression levels for regions in a scene to help maximize bandwidth savings, helping to keep internet connectivity costs down.



FOCUS OF ATTENTION WITH ACC™ 7

Leverages AI and video analytics technologies to determine what information is important and should be presented to security operators.



TRUE WIDE DYNAMIC RANGE

Available in all resolutions, capture details in scenes with both very bright and dark areas.



LIGHTCATCHER™ TECHNOLOGY

Offers exceptional detail in areas with low lighting.



ONVIF® COMPLIANT

Built on an open platform to allow integration with other security solutions.



MULTIPLE LENS OPTIONS

Choose from various lens types, including long zoom, for flexible coverage options.

Specifications

IMAGE PERFORMANCE

		2.0 MP	4.0 MP	5.0 MP	6.0 MP	8.0 MP (4K ULTRA HD)
Image Sensor		1/2.8" progressive scan CMOS			1/1.8" progressive scan CMOS	
Max Resolution (H x V) and Aspect Ratio		(16:9) 1920 x 1080	(16:9) 2560 x 1440 (4:3) 2304 x 1728	(4:3) 2592 x 1944 (16:9) 2560 x 1440	(16:9) 3200 x 1800 (3:2) 3072 x 2048	(16:9) 3840 x 2160
Dynamic Range	WDR Off	83 dB	83 dB	83 dB	85 dB	85 dB
	WDR On	126 dB (dual exposure, 30 fps) 132 dB (triple exposure, 20 fps or less)	126 dB	126 dB	120 dB	120 dB
Max Image Rate		(50 Hz/60 Hz): 25 fps/30 fps				
Bandwidth Management		HDSM SmartCodec technology; Idle scene mode				
3D Noise Reduction Filter		Yes				

LENS AND IR ILLUMINATION

		3.3 – 9 mm	4.9 – 8 mm	9 – 22 mm	4.7 – 84.6 mm
IR Illumination Max Distance ¹ (high power 850 nm LEDs)	Dome	35 m (115 ft), full tele 15 m (49 ft), full wide	30 m (98 ft), full tele 15 m (49 ft), full wide	N/A	N/A
	Bullet	50 m (164 ft), full tele 30 m (98 ft), full wide	50 m (164 ft), full tele 30 m (98 ft), full wide	90 m (295 ft), full tele 60 m (197 ft), full wide	N/A
Minimum Illumination	2 MP	0.027 lux in color mode, 0.014 lux in monochrome mode, 0 lux with IR	N/A	0.052 lux in color mode, 0.026 lux in monochrome mode, 0 lux with IR	0.039 lux in color mode, 0.02 lux in monochrome mode
	4 MP	0.03 lux in color mode, 0.015 lux in monochrome mode, 0 lux with IR	N/A	0.058 lux in color mode, 0.029 lux in monochrome mode, 0 lux with IR	N/A
	5 MP	N/A	N/A	0.058 lux in color mode, 0.029 lux in monochrome mode, 0 lux with IR	N/A
	6 MP	N/A	0.055 lux in color mode, 0.028 lux in monochrome mode, 0 lux with IR	N/A	N/A
	8 MP	N/A	0.055 lux in color mode, 0.028 lux in monochrome mode, 0 lux with IR	N/A	N/A
Horizontal Angle of View Based on Aspect Ratio	2 MP	(16:9) 34° – 99°	N/A	(16:9) 14° – 31°	(16:9) 4.1° – 60°
	4 MP	(16:9)(4:3) 34° – 92°	N/A	(16:9) 14° – 31° (4:3) 10° – 24°	N/A
	5 MP	N/A	N/A	(16:9)(4:3) 14° – 31°	N/A
	6 MP	N/A	(16:9) 52° – 92° (3:2) 41° – 73°	N/A	N/A
	8 MP	N/A	(16:9) 52° – 92°	N/A	N/A
Vertical Angle of View Based on Aspect Ratio	2 MP	(16:9) 18° – 53°	N/A	(16:9) 7.8° – 16.7°	(16:9) 2.3° – 34°
	4 MP	(16:9) 18° – 50° (4:3) 25° – 68°	N/A	(16:9) 8.2° – 17.4° (4:3) 10° – 24°	N/A
	5 MP	N/A	N/A	(16:9) 8.1° – 17.4° (4:3) 11° – 23°	N/A
	6 MP	N/A	(16:9) 29° – 51° (3:2) 27° – 48°	N/A	N/A
	8 MP	N/A	(16:9) 29° – 51°	N/A	N/A
Max Aperture		F1.3	F1.8	F1.6	F1.6
Control		P-Iris, Remote Focus and Zoom			

¹ IR illumination power may be reduced at higher operating temperatures.

IMAGE CONTROL

Image Compression Method	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG; HDSM™ 2.0 on 4.0 MP, 5.0 MP, 6.0 MP, and 4K (8.0 MP) cameras
Motion Detection	Pixel motion: Selectable sensitivity and threshold. Classified object detection
Camera Tamper Detection	Yes
Electronic Shutter Control	Automatic, Manual (1/7 to 1/8196 sec)
Iris Control	Automatic, Open, Closed
Day/Night Control	Automatic, Manual
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Privacy Zones	Up to 64 zones

NETWORK

Network	100BASE-TX, RJ45 Connector, CAT5e Cabling
ONVIF	ONVIF compliance version 1.02, 2.00, Profile S, Profile T, Profile G (www.onvif.org)
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMP, ICMP, DHCP, Zeroconf, ARP
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocols	SNMP v2c, SNMP v3

PERIPHERALS

USB Port		USB 2.0
Onboard Storage	Dome	microSD/microSDHC/microSDXC slot – class 10/UHS-1 or better recommended
	Bullet and Box	SD/SDHC/SDXC slot – class 10/UHS-1 or better recommended

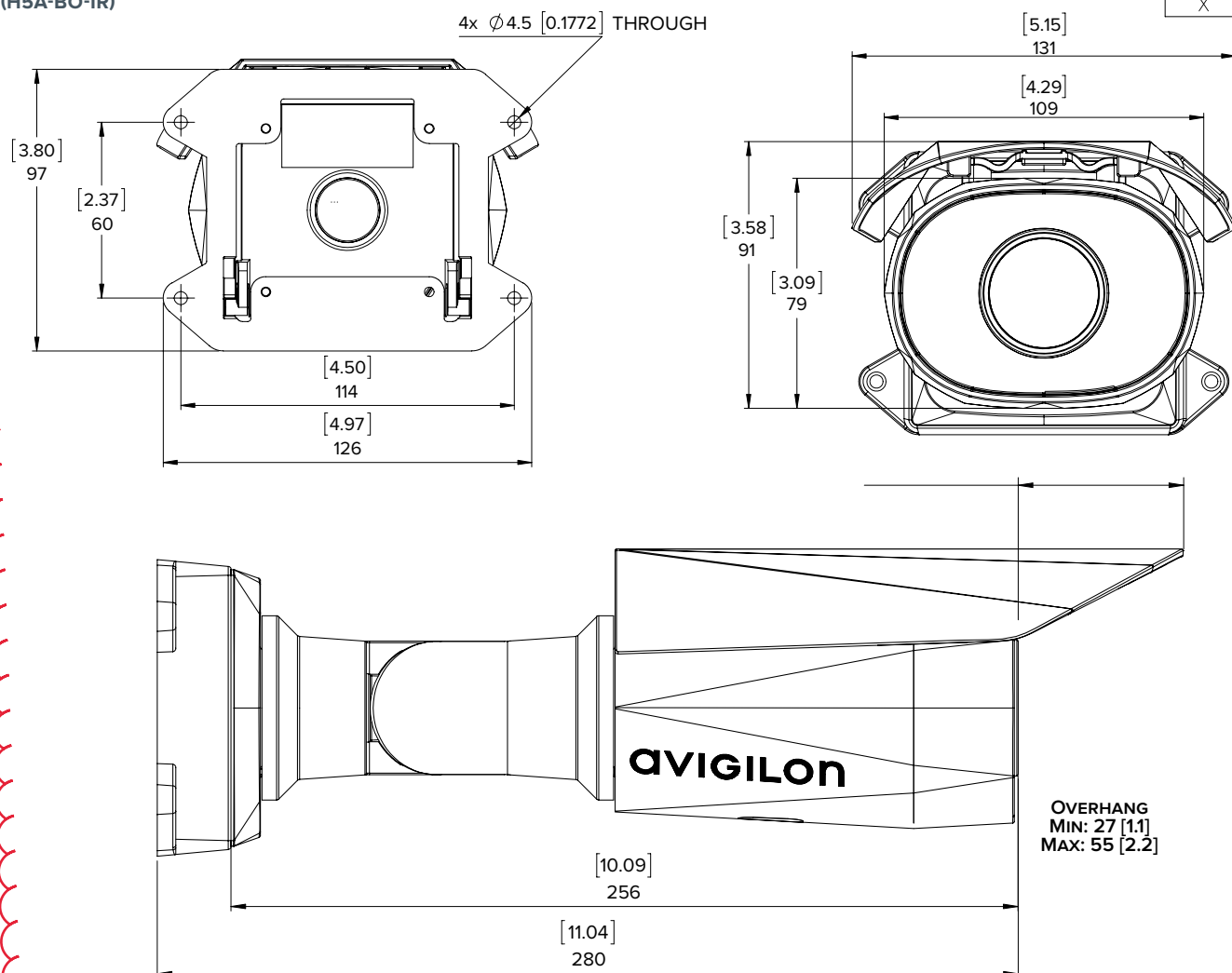
Specifications (Con't)

AUXILIARY I/O	Audio Compression Method		G.711 PCM 8 kHz		
	Audio Input/Output		Line level input and output		
	External I/O Terminals		Alarm In, Alarm Out		
	RS-485 Terminal		Yes, Box camera only		
MECHANICAL (DOME)			INDOOR SURFACE MOUNT		INDOOR IN-CEILING MOUNT
					OUTDOOR SURFACE MOUNT
	Dimensions (LxWxH)		163 mm x 163 mm x 118 mm; 6.4" x 6.4" x 4.7"		181 mm x 181 mm x 164 mm; 7.1" x 7.1" x 6.5"
	Weight		0.99 kg (2.18 lbs)		1.64 kg (3.62 lbs)
	Dome Bubble		Polycarbonate		
	Body		Plastic, Aluminum		Aluminum
	Housing		Surface mount, tamper resistant		Recessed mount, tamper resistant
	Finish		Plastic, gray		Plastic, gray; Aluminum, powder coat, black
MECHANICAL (PENDANT DOME)			PENDANT CAMERA ONLY		WITH WALL MOUNT (H4A-MT-WALL1)
					WITH NPT MOUNT (H4A-MT-NPTA1)
	Dimensions (LxWxH)		172 mm x 172 mm x 124 mm; 6.8" x 6.8" x 4.9"		275 mm x 172 mm x 152.1 mm; 10.8" x 6.8" x 6.0"
	Weight		1.59 kg (3.51 lbs)		3.04 kg (6.70 lbs)
	Dome Bubble		Polycarbonate		
	Body		Aluminum		
	Housing		Pendant mount, vandal resistant		
	Finish		Powder coat, RAL 9003		
MECHANICAL (BULLET)			Adjustment Range		
			360° pan, ±180° azimuth, 9° – 95° tilt (30° – 95° with -IR option)		
	Dimensions (LxWxH)		280 mm x 126 mm x 91 mm; 11.04" x 4.97" x 3.58" (including mounting bracket)		
	Weight	Camera	1.71 kg (3.77 lbs)		
		Mounting Bracket	0.21 kg (0.46 lbs)		
	Body		Aluminum		
	Housing		Surface mount, tamper resistant		
	Finish		Powder coat, RAL 9003		
MECHANICAL (BOX)			Adjustment Range		
			±175° pan, ±90° tilt, ±175° azimuth		
	Dimensions (LxWxH)		168 mm x 76 mm x 67 mm; 6.6" x 3.0" x 2.6"		
	Weight		0.62 kg (1.4 lbs)		
	Body		Aluminum		
	Camera Mount		1/4"-20 UNC (top and bottom)		
ELECTRICAL			Finish		
			Powder coat, black		
	Power Consumption	Bullet	13 W max		
		Dome	13 W max (11 W with no IR or IR disabled)		
		Box	7 W max		
	Power Source	Bullet	VDC: 12 V ± 10%, 13 W min	VAC: 24 V ± 10%, 15 VA min	PoE: IEEE802.3af Class 3 compliant
		Dome	VDC: 12 V ± 10%, 12 W min	VAC: 24 V ± 10%, 13 VA min	PoE: IEEE802.3af Class 3 compliant
		Box	VDC: 12 V ± 10%, 7 W min	VAC: 24 V ± 10%, 9 VA min	PoE: IEEE802.3af Class 3 compliant
ENVIRONMENTAL	RTC Backup Battery		3V manganese lithium		
	Operating Temperature	Bullet	-40 °C to +60 °C (-40 °F to 140 °F), in enclosed space		
		Dome	-40 °C to +65 °C (-40 °F to 149 °F), with ambient convection		
		Box	-10 °C to +60 °C (-14 °F to 140 °F)		
	IR Illuminator Behavior	Bullet	IR illuminator will turn off if the temperature is 61 °C (141 °F) or higher. The illuminator will operate at 50% power if the temperature is between 55 °C (131 °F) and 61 °C (141 °F). Hysteresis: 5 °C (9 °F).		
		Indoor Dome	IR illuminator will turn off if the temperature is 55 °C (131 °F) or higher. The illuminator will operate at 50% power if the temperature is between 44 °C (111 °F) and 55 °C (131 °F). Hysteresis: 2 °C (3.6 °F).		
		Outdoor Dome	IR illuminator will turn off if the temperature is 57 °C (135 °F) or higher. The illuminator will operate at 50% power if the temperature is between 49 °C (120 °F) and 57 °C (135 °F). Hysteresis: 2 °C (3.6 °F).		
	Storage Temperature		-10 °C to +70 °C (14 °F to 158 °F)		
CERTIFICATIONS	Humidity		0 - 95% non-condensing		
	Certifications/Directives		UL, cUL, CE, ROHS, Reach (SVHC), RCM, EAC, BIS, KC		
	Safety		UL 62368-1, CSA 62368-1, IEC/EN 62368-1, IEC 62471 (with -IR option)		
	Environmental	Bullet	UL/CSA/IEC 60950-22, IEC 60529 IP66 and IP67 Weather Rating, IEC 62262 IK10 Impact Rating		
		Outdoor Dome	UL/CSA/IEC 60950-22, IEC 60529 IP66 and IP67 Weather Rating, IEC 62262 IK10 Impact Rating		
		Indoor Dome	IEC 62262 IK10 Impact Rating		
	Electromagnetic Emissions		FCC Part 15 Subpart B Class B, IC ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3		
	Electromagnetic Immunity		EN 55035, EN 61000-6-1		

Outline Dimensions (Con't)

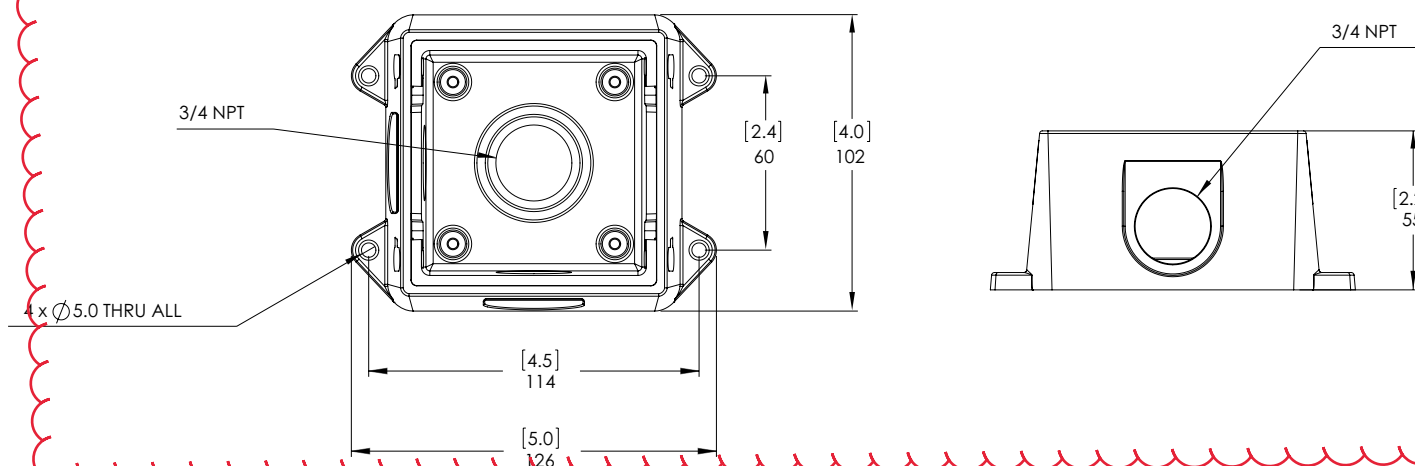
Bullet Camera

(H5A-BO-IR)



HD Bullet Camera Junction Box

(H4-BO-JBOX1)



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING EMERGENCY WORK OF ENVIROWASTE SERVICES GROUP, INC. FOR THE PROVISION OF THE REMOVAL OF ILLEGAL DUMPING FROM THE CANAL ON CAIRO LANE TO NW 135th STREET STORMWATER DRAINAGE SYSTEM; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ENVIROWASTE SERVICES GROUP, INC.; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Roadway and Drainage improvement Project in the City of Opa-locka ("City") for Cairo Lane and NW 127th Street was originally awarded as a Design-Build project under the Request for Proposal (RFP) No: 15-2904100 on May 13, 2015; however, the construction stopped in July 2019, leaving the project incomplete and causing the installed drainage infrastructure to become filled with unsuitable materials; and

WHEREAS, to address this immediate issue, a contract is proposed for the removal of illegal dumping from the Cairo Lane Roadway and Stormwater Drainage System with Envirowaste Services Group, Inc. for One Hundred Ten Thousand, Six Hundred Seventy-Five Dollars (\$110,675.00) with a contingency of Eleven Thousand, Five Hundred Fifty Dollars (\$11,555.00); and

WHEREAS, the City Commission finds it is the best interest of the City and its residents to accept the emergency proposal of Envirowaste Services Group, Inc., attached hereto as Exhibit "A".

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

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

Section 2. Emergency Approval. The City Commission of the City of Opa-Locka hereby authorizes the emergency work for the provision of the removal of illegal dumping from the canal on Cairo Lane to NW 135th Street stormwater drainage system in the amount One Hundred Ten Thousand, Six Hundred Seventy-

Five Dollars (\$110,675.00); and a contingency amount of Eleven Thousand Five Hundred Fifty-Five Dollars and zero cents (\$11,555.00). The City Manager is hereby authorized to execute an agreement to said work in a contract form acceptable to the City Attorney and take all necessary action consistent with this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this ____ day of _____, 2021.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:									
City Manager:	John E. Pate		CM Signature:									
Commission Meeting Date:	03/10/2021	Item Type:	Resolution	Ordinance	Other							
		<i>(Enter X in box)</i>	X									
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading							
	X		Public Hearing: <i>(Enter X in box)</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Yes	No		X	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Yes	No	
Yes	No											
	X											
Yes	No											
	X											
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No							
	See Financial Impact Section				X							
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:									
	X											
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>								
	X		Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐									
Sponsor Name	City Manager		Department:	City Manager								

Short Title:

**Debris Removal, Cameras Installation, and Drainage Infrastructure Cleaning
in Cairo Lane and NW 127th Street**

Staff Summary:

We are requesting approval from the City Commission to authorize the City Manager to accept emergency proposals to clean the drainage systems along Cairo Lane and NW 127th Street, to remove all debris from the right of way, and to install cameras to prevent illegal dumping actions in the area.

The Roadway and Drainage improvement Project for Cairo Lane and NW 127th Street was originally awarded as a Design-Build project under the Request for Proposal (RFP) No: 15-2904100 on May 13, 2015; however, the construction stopped in July 2019, leaving the project incomplete and causing the installed drainage infrastructure to become filled with unsuitable materials.

The irregular conditions of this area have required the use of fill material to allow for vehicular traffic. Moreover, the City has experienced several events of illegal dumping that have caused an accumulation of debris in Cairo Lane that impedes access to existing infrastructure (manholes, catch basins, fire hydrants, valves). The debris accumulated in the right-of-way and drainage infrastructure needs to be removed to facilitate access to the existing infrastructures and to allow the field investigation activities (topographic

survey, geotechnical investigation, and assessment of the infrastructure) included in the development of the basis of design for completion of stormwater, sewer force main, water system and roadway improvement of Cairo Lane, part of the ongoing Condition Assessment & Evaluation project.

Addressing this issue, three contracts are proposed:

\$120,424	World Petroleum – Removal of hazardous material from the NW 127 th Street stormwater drainage system.
\$110,675	Envirowaste – Removal of illegal dumping from the Cairo Lane roadway and stormwater drainage system.
\$ 9,721	Broadcast Systems – Installation of camera monitoring equipment on Cairo Lane to identify illegal dumping. Camera monitoring equipment is already installed on NW 127 th Street.

Due to uncertain conditions that may arise in the removal of hazardous and other illegal dumped material, it is proposed that a 10% contingency (\$23,110) be added in regard to the first two contracts, to be released if not required. All three contracts were procured on a sole source basis due to emergency conditions.

Financial Impact

Account	Description	Available	Project	Remaining Balance
43-5386315	Cairo Lane (Stormwater)	\$300,000	\$254,209	\$45,791
41-541640	Roads & Streets (Machinery & Equipment)	\$31,494	\$ 9,721	\$21,773
Total			\$263,930	

Proposed Action:

Staff recommends approval of these three contracts to support the Engineering Condition Assessment Project currently ongoing in Cairo Lane and NW 127th Street and to identify parties illegally dumping in the future.

Attachment:

1. Agenda Cover Memo
2. Envirowaste Proposal for the Removal of Debris from the Right of Way (ROW) and the cleaning of the Drainage Infrastructures already installed in Cairo Lane.
3. World Petroleum Proposal for the Cleaning of the Drainage Infrastructure located in NW 127th Street.
4. Broadcast Systems Proposal for the installation of Cameras in Cairo Lane.



SPECIFIC WORK ORDER
BETWEEN
ENVIROWASTE SERVICES GROUP, INC.
and



The parties to this Specific Work Order are parties to this Professional Services dated November 30, 2020 (the "Agreement"). The parties hereto agree that all of the terms and conditions set forth in the Agreement are in full force and effect and incorporated herein by reference. The terms and conditions of the Agreement shall govern and control over any inconsistent terms or conditions contained in this Specific Work Order except as to the scope of work to be performed and the fees for such work which are set forth herein and which shall control. Capitalized terms used in this Specific Work Order that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RE: Proposed storm sewer structure cleaning, locating existing inlets and remove debris from R.O.W. on Cairo Lane OpaLocka, FL

	<u>Qty</u>	<u>unit</u>	<u>Unit price</u>	<u>Total</u>
Clean existing inlets and manholes	18	EA	\$250.00	\$4,500.00
Clean existing pipe (0-24")	1300	EA	\$2.25	\$2,925.00
Locate covered inlet (via metal detector)	20	EA	\$500.00	\$10,000.00
Removal of excess dirt from R.O.W. and disposal at County facility	500	CY	\$185.00	\$92,500.00
Additional dirt removal from R.O.W. (over 500 cy)	1	CY	\$185.00	TBD
Allowance (tire disposal)	30	EA	\$25.00	\$750.00
			Total=	\$110,675.00

**This proposal excludes all oil contaminated material removal
All permits and off-duty police are not included in this proposal.**

SERVICE CHARGE: IF ANY PAYMENT DUE HEREUNDER OR PURSUANT TO ANY SPECIFIC WORK ORDER IS NOT RECEIVED BY THE CONSULTANT WITHIN THIRTY (30) DAYS AFTER ITS DUE DATE, A SERVICE CHARGE IN THE AMOUNT OF ONE AND ONE-HALF PERCENT (1.5%) OF THE UNPAID BALANCE WILL BE CHARGED TO THE CLIENT (THE "SERVICE CHARGE"). THE SERVICE CHARGE SHALL BE APPLIED MONTHLY AND ANY PREVIOUSLY UNPAID SERVICE CHARGE WILL BE ADDED TO THE UNPAID BALANCE. The Client hereby authorizes the Consultant to commence the work (commencement date) required under this Specific Work Order on _____. **IN WITNESS WHEREOF**, the parties have duly executed this Specific Work Order as of the day and year first above written.

Client

"CONSULTANT" (**ENVIROWASTE SERVICES GROUP, INC.**)
A Florida Corporation

SIGNATURE

Mike Garcia

NAME / TITLE

Operations
TITLE

DATED

11/30/2020 rev. 1/14/21
DATED



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER AND MIAMI-DADE COUNTY TAX COLLECTOR TO ALLOW THE INCLUSION OF A CITY ASSESSMENT FOR STORMWATER SERVICES ON THE ANNUAL PROPERTY TAX BILL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") previously engaged an engineering firm to determine the appropriate stormwater charge for each property within the City. In the process, the study highlighted the ineffectiveness of billing these charges on the utility bill; and

WHEREAS, billing for stormwater services on utility bills in the City is not efficient in ensuring that all properties pay their fair share of the support of the City's storm drainage system. This is due to issues such as multiple water accounts to a single property, delinquent utility accounts and closed utility accounts due to vacant properties; and

WHEREAS, the City has determined it is in the best interest of the City to move billing of City stormwater fees from the City utility bill to the annual property tax bill to ensure every property is charged its fair share and support of the City's drainage system; and

WHEREAS, on December 9, 2020, the City Commission adopted Resolution 20-9822, notifying the County Property Appraiser, the County Tax Collector and the State Department of Revenue of the City's intent to place a stormwater assessment on the property tax bill; and

WHEREAS, on January 13, 2021, the City Commission passed Ordinance 21-01 permitting the City to bill stormwater fees on the property tax bill and otherwise strengthen the prior stormwater code; and

WHEREAS, the City is required to execute an intergovernmental cooperation agreement with the County Property Appraiser and the County Tax Collector, attached hereto as Exhibit "A, to provide services and receive compensation and

support of the City having a storm water assessment included on the annual property tax bill; and

WHEREAS, the intergovernmental cooperation agreement documents the agencies' agreement to fulfill their billing and collection roles, the mode of communication of information among the participants, the ongoing duration of these services until terminated by any party, and a fee not to exceed 2% of the total amount of special assessments collected and remitted by the Tax Collector; and

WHEREAS, the City Commission finds it is the best interest of the City and its residents to execute the intergovernmental cooperation agreement, attached hereto as Exhibit "A".

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

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

Section 2. Authorization. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to execute the intergovernmental cooperation agreement, attached hereto as Exhibit "A, with the Miami-Dade County Property Appraiser and Miami-Dade County Tax Collector to allow the inclusion of a City assessment for stormwater services on the annual property tax bill.

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

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this 24th day of March, 2021.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke
Commissioner Davis
Commissioner Taylor
Vice-Mayor Williams
Mayor Pigatt

_____ (Yes)
_____ (Yes)
_____ (Yes)
_____ (Yes)
_____ (Yes)

_____ (No)
_____ (No)
_____ (No)
_____ (No)
_____ (No)



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Bob Anathan		Department Director Signature:		
City Manager:	John E. Pate		CM Signature		
Commission Meeting Date:	Mar 24, 2021	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No
					X
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Reduce Flooding	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Intergovernmental Cooperation Agreement Among Miami-Dade County Property Appraiser, Miami-Dade County Tax Collector and the City of Opa-locka.

Staff Summary:

Issue: The City Commission has indicated an interest in moving the City's current stormwater fees from the utility bill to the property tax bill to ensure that every property is correctly charged its fair share for the maintenance and improvement of the City's drainage system. The County Property Appraiser and Tax Collector participate in this process, requiring an Intergovernmental Cooperation Agreement among the three parties. Staff recommends the City Commission authorize the appropriate City official sign the agreement and have it returned to the County.

Background: The City has always charged stormwater fees on the utility bill. This has been problematic in many respects, including:

1. Difficulties in assigning the appropriate fee to each utility account, particularly when a property has more than one utility account, such as a mall.
2. Delinquent accounts resulting in uncollected stormwater fees.
3. Vacant buildings with closed utility accounts, resulting in further loss of stormwater fees.

This has proven to be a very ineffective form of billing with approximately \$1.0 million received in FY 20 and, after adjustments made at the end of FY 20, the current forecast for FY 21 is \$1.2 million. Based on a study conducted by an engineering firm for the City, if every property was correctly charged at the current rate of \$6.00 per month per Equivalent Residential Unit (ERU), the stormwater unit of measure by which each property is charged, the City will receive approximately \$2.0 million annually. This additional revenue is key to City plans for improvement of the City's storm drainage system.

Placing the stormwater fee on the property tax bill isn't a rate increase. A single-family residence property owner currently has a \$6.00 charge on the monthly property tax bill. The property owner will now see a \$72.00 assessment on the property tax bill, with the ability to take up to a 4% discount if early payment is chosen. The additional revenue will come from properties which up to now have not been properly charged their fair share of the maintenance and improvement of the storm drainage system.

To enable this transition to occur, the City Commission adopted Resolution 20-9822 on December 9, 2020 notifying the County Property Appraiser, County Tax Collector and the State Department of Revenue of the City's intent to place a stormwater assessment on the property tax bill. This was subsequently followed by the adoption of Ordinance 21-01 on its second hearing on January 13, 2021, permitting the City to bill stormwater fees on the property tax bill and otherwise strengthening the prior stormwater code.

Current Activity: Since the County Property Appraiser and County Tax Collector will be involved in the billing and collection of a City assessment on the property tax bill, an Intergovernmental Cooperation Agreement is required for these agencies and the City. This agreement indicates these agencies agreement to fulfill their billing and collection rolls, the mode of communication of information among the participants, the ongoing duration of these services until terminated by any party, and a fee not to exceed 2% of total amount billed.

Next steps include (1) sending letters to all property owners, (2) conducting a hearing to allow property owners to comment on the proposed assessment, (3) exchange of electronic information back and forth between the County and the City to eventually provide the County with the assessment information for the TRIM Notice and (4) on or before September 15, 2021 submission to the County of the final assessment role for the property tax bills.

Financial Impact: Inclusion of a stormwater assessment on the property tax bill will increase stormwater revenue by nearly \$800,000 annually due to all properties now paying their fair share for the maintenance and improvement of the City storm drainage system with the additional funds permitting the City to begin undertaking major stormwater projects to greatly mitigate the significant flooding the City has experienced in the past.

Proposed Action:

Staff recommends that the City Commission authorize the appropriate City official sign the Intergovernmental Cooperation Agreement among the City, the County Appraiser and County Tax Collector and have the agreement forwarded to the County Property Appraiser.

Attachment:

1. Resolution
2. Intergovernmental Cooperation Agreement

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BY AND AMONG
MIAMI-DADE COUNTY PROPERTY APPRAISER
AND
MIAMI –DADE COUNTY TAX COLLECTOR
AND
CITY OF OPA-LOCKA**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2021, by and among Miami-Dade County Office of the Property Appraiser (hereinafter referred to as (“Property Appraiser”), Florida, Miami-Dade County on behalf of the Tax Collector (hereinafter referred to as “Tax Collector”), Florida, and the City of Opa-Locka, Florida (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City intends to adopt non-ad valorem assessments or special assessments for stormwater services within the City of Opa-Locka; and

WHEREAS, the City intends to utilize the uniform method of collection, as outlined in Sections 197.3632 and 197.3635, Florida Statutes, for collecting the above-referenced non-ad valorem special assessments for the aforementioned services; and

WHEREAS, the City has requested that the Property Appraiser include its adopted non-ad valorem assessments for stormwater services on the Notice of Proposed Property Taxes as specified in Section 200.069, Florida Statutes (“TRIM Notice”); and

WHEREAS, the City has requested that the Tax Collector include its adopted non-ad valorem assessments for stormwater services on the Combined Notice of Ad Valorem and Non-Ad Valorem Assessments provided for in Section 197.3635, Florida Statutes; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the City, the Property Appraiser, and the Tax Collector must enter into a written agreement evidencing the

Property Appraiser's and the Tax Collector's agreement to place the City's herein specified non-ad valorem assessments on the TRIM Notice and tax bill; and

WHEREAS, the City represents that it has duly complied with the Notice provisions and adopted Resolution No. 20-9822 in compliance with the required resolutions set forth in Section 197.3632 Florida Statutes, so as to entitle the City to utilize the non-ad valorem method of collection, and the Tax Collector and Property Appraiser have relied on these representations, and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the City, the Property Appraiser, the Tax Collector agree as follows:

1. The City, Property Appraiser, and Tax Collector shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, including the provisions of sections 197.3632, 197.3635, Florida Statutes, as amended, and any applicable rules duly promulgated by the Department of Revenue.
2. The Property Appraiser agrees to place the City's non-ad valorem assessments for stormwater services within the City of Opa-Locka on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments prepared in accordance with Section 200.069, Florida Statutes.
3. The Tax Collector agrees to the City's request to place its adopted non-ad valorem assessments for stormwater services within the City of Opa-Locka on the Combined Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes.

4. The City agrees that all certified assessment rolls will be maintained and transmitted to the Property Appraiser and the Tax Collector on compatible electronic medium as defined in Section 197.3632(1), Florida Statutes.
5. The City agrees that, in consideration for services herein agreed to be performed by the Tax Collector, the Tax Collector shall be entitled to retain, in the Tax Collector's sole discretion, the actual costs of collection not to exceed two percent (2%) on the amount of special assessments collected and remitted.
6. **Duration of this Agreement.** This Agreement shall take effect upon signing and shall extend to the collection of special assessments for each fiscal year thereafter until canceled by any Party pursuant to Section 10 herein.
7. **Severability of the Provisions in this Agreement.** The provisions in this Agreement, except for Section 4, are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions of this Agreement.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
9. **Amendments or Modifications of this Agreement.** It is anticipated by the parties that the terms and conditions of this Agreement will be periodically amended or modified. Such amendments or modifications must be in writing and must be duly executed by all parties to this Agreement.

10. **Terms and Cancellation.** The Term of this Agreement shall commence upon the date first above written and shall run through the end of the calendar year and shall automatically be renewed thereafter, for successive terms, not to exceed one year each. Any party may cancel this Agreement at the end of the term upon written notice to the other parties prior to the end of the term.
11. **Intent to be Legally Bound.** By signing this Agreement, the Parties hereto confirm and state that they have carefully read this Agreement, that they know the contents hereof, that they fully expect to carry out each and every provision, and that they intend to be legally bound by the rights and obligations set forth herein.
12. **Indemnification and Hold Harmless** The City shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of sovereign immunity, the Property Appraiser, Tax Collector and their respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser, Tax Collector or their respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the City or its employees, agents, servants, partners principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser or Tax

Collector where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

13. **Headings.** The headings for each paragraph in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of any provision.

14. **Complete Agreement.** This document shall represent the complete agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, and they affirm that they have the power to do so on behalf of the City, the Tax Collector, and the Property Appraiser.

(S E A L)

CITY OF OPA-LOCKA, FLORIDA

ATTEST:

A municipal corporation of the
State of Florida

By:_____

By:_____

(name and title)

(name and title)

MIAMI-DADE COUNTY, FLORIDA
OFFICE OF THE PROPERTY APPRAISER

By:_____

Pedro J. Garcia
Property Appraiser

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Harvey Ruvin
County Clerk

By: _____
Daniella Levine Cava
Mayor

Approved as to legal sufficiency for Miami-Dade County and the Office of the Property Appraiser:

By: _____
Assistant County Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING
AN UPDATED HONOR CODE; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, in 2016, the City of Opa-Locka ("City") adopted an Honor Code to establish procedures for combatting fraud, waste and abuse in the City, in concert with a comparable County program as addressed within the County Code Section 2-1077, Authorizing Commission on Ethics and Public Trust to Enforce the Public; and

WHEREAS, on May 23, 2019, certain administrative deficiencies were noted in the state-conducted Operational Audit report; and

WHEREAS, the City Commission seeks to amend its Honor Code so that it is fully effective in addressing potential fraud, waste and abuse; and

WHEREAS, the City's Honor Code provides guidance as to responsibilities for various City officials and provides further provides guidance as to County resources to be utilized in resolving concerns about fraud, waste and abuse; and

WHEREAS, the City Commission finds it is the best interest of the City and its residents to adopt an updated Honor Code, attached hereto as Exhibit "A".

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

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

Section 2. Authorization. The City Commission of the City of Opa-Locka hereby adopts the updated Honor Code, attached hereto as Exhibit "A".

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

Section 4. Effective Date. This Resolution shall be effective immediately

upon adoption hereof and approval by the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this 24th day of March, 2021.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan		Department Director Signature:		
City Manager:	John E. Pate		CM Signature		
Commission Meeting Date:	Mar 24, 2021		Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
				2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes	No
ILA Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communcation ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) Elimination of fraud, waste and abuse enhances City's image	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

City Honor Code Update

Staff Summary:

Issue: The City's Honor Code requires updating, primarily administratively. Staff recommends the City Commission approve the recommended updates.

Background: The City's Honor Code is a central tenet in minimizing fraud, waste and abuse within City operations. In 2016 the City adopted an Honor Code to establish procedures for combatting fraud, waste and abuse and in concert with a comparable County program as addressed within the County Code Section 2-1077, Authorizing Commission on Ethics and Public Trust to Enforce the Public Service Honor Code. The City's Honor Code provides guidance as to responsibilities for various City officials and provides further guidance as to County resources to be utilized in resolving concerns about fraud, waste and abuse.

In the State-conducted Operational Audit, as reported in May, 2019, it was noted that the City Honor Code included many references to the County when it was apparent that these should be references to the City. The audit also noted that the Honor Code indicated the City Manager had the primary responsibility for initiating the Honor Code administrative process for all employees, including by inference the City's appointed officials. The audit recommended that if there were concerns about fraud, waste and abuse involving the City's appointed officials, the Honor Code should indicate that the Mayor should initiate the administrative process in these circumstances.

Current Activity: The recommended update to the City's Honor Code incorporates the audit recommendations.

Financial Impact: Minimizing fraud, waste and abuse results in improved cost-effective operations.

Proposed Action:

Staff recommends the City Commission adopt the recommended updates to the City's Honor Code

Attachment:

1. Resolution
2. Updated Honor Code
3. Updated Honor Code indicating additions and deletions.

CITY OF OPA-LOCKA
IMPLEMENTING ORDER

POLICIES AND PROCEDURES ESTABLISHING A PUBLIC
SERVICE HONOR CODE FOR ELECTED AND APPOINTED
CITY OFFICIALS AND CITY EMPLOYEES

AUTHORITY:

Citizens' Bill of Rights and Section 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Charter; Commission on Ethics and Public Trust Enabling Ordinance, Section 2-1066 et seq., of the Code of Miami-Dade County, Florida ("the Code"); Section 2-1077 of the Code; and the Conflict of Interest Code of Ethics Ordinance, Section 2-11.1 of the Code.

SUPERSEDES:

This Implementing Order supersedes and replaces the Honor Code adopted by the City Commission of the City of Opa-locka on June 22, 2016 (Resolution 16-9209)

POLICY:

It shall be the policy of The City of Opa-locka that all elected and appointed City officials and City employees shall adhere to this Public Service Honor Code ("Honor Code"). The Honor Code consists of the following minimum standards regarding the responsibilities of all public servants in the City. Violation of any of the mandatory standards listed below may result in enforcement action as provided below under ENFORCEMENT.

Each elected and appointed public official and employee of the City shall, when acting in his or her official capacity, comply with the following mandatory standards:

- 1) Serve and protect the public interest above any personal or institutional interest or loyalty; and
- 2) Act as the public's surrogate by protecting it against waste or fraud; and
- 3) Respect and uphold laws, ordinances, resolutions, rules, and regulations that protects the public against abuses in City government by assisting law enforcement and other Federal, State, County and local authorities charged with protecting the public trust; and
- 4) Report any information concerning activity which may constitute a crime, of which he or she has personal knowledge, immediately and personally to either the State Attorney or Miami-Dade County Grand Jury; and

- 5) Cooperate fully with law enforcement agencies or other official investigative authorities in providing truthful testimony and other relevant information pertaining to any alleged violation of the public trust.

RESPONSIBILITIES OF SUPERVISORS AND ETHICS OFFICERS:

City supervisors shall counsel and encourage employees in their respective departments to report violations of the Miami-Dade Conflict of Interest and Code of Ethics Ordinance to the Miami- Dade Conflict of Interest and Code of Ethics and Public Trust ("Ethics Commission"), and any waste, fraud or other abuse of public resources to the Miami-Dade County Office of Inspector General.

ENFORCEMENT:

The Honor Code shall be enforced as follows:

- 1) The City Manager or his or her designee may use the administrative process of the Miami-Dade County for violation of the Honor Code committed by all employees subject to the authority of the City Manager.
- 2) The Mayor or his or her designee may use the administrative process of the Miami-Dade County for violation of the Honor Code by all appointed officials subject to the authority of the Mayor.
- 3) The Ethics Commission shall have jurisdiction over violations of the Honor Code committed by elected City officials and by all other City officials and employees.. The Ethics Commission shall follow the procedures outlined in Section 2-1074 of the Code in conducting such investigations letter of reprimand or letter of instruction following a determination that a violation of the Honor Code has occurred. Such action by the Ethics Commission shall not prevent the City of Opa-locka City Commissioners or any department head or supervisor from taking any additional action or imposing any penalty that they are authorized to take or impose.
- 4) Whenever any elected or appointed City official or employee is in doubt as to the proper interpretation or application of the Honor Code as to himself or herself, he or she may request a binding opinion from the Ethics Commission.
- 5) Adherence to the Honor Code by City employees shall be included, wherever appropriate and to the extent legally permissible, in the criteria for evaluations for merit increases, promotions, and professional recognition.
- 6) The Ethics Commission shall include the Honor code in its ethics training programs for City officials and employees.

PROTECTION OF EMPLOYEES:

The City shall not dismiss, discipline, or take any other adverse personnel action against an employee for complying with the Honor Code. Further, the City shall not take any adverse action that affects the rights or interests of any employee in retaliation for the employee's compliance with the Honor Code. If the City takes any of the adverse actions stated in the preceding sentences as a result of an employee's compliance with the Honor Code, the employee shall be entitled to apply to the Mayor, the appropriate department, entity or agency director and/or to the Ethics Commission for redress, each of which shall take appropriate steps within their authority and discretion to ensure that no employee is penalized for compliance with the Honor Code.

Approved by County Attorney
as to form and legal sufficiency.

CITY OF OPA-LOCKA
IMPLEMENTING ORDER

POLICIES AND PROCEDURES ESTABLISHING A PUBLIC
SERVICE HONOR CODE FOR ELECTED AND APPOINTED
CITY OFFICIALS AND ~~CITY COUNTY~~ EMPLOYEES

AUTHORITY:

Citizens' Bill of Rights and Section 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Charter; Commission on Ethics and Public Trust Enabling Ordinance, Section 2-1066 et seq., of the Code of Miami-Dade County, Florida ("the Code"); Section 2-1077 of the Code; and the Conflict of Interest Code of Ethics Ordinance, Section 2-11.1 of the Code.

SUPERSEDES:

This Implementing Order supersedes and replaces ~~the Honor Code adopted by the City Commission of the City of Opa-locka on June 22, 2016 (Resolution 16-9209) Administrative Order 7-7 ("Employees Having Knowledge of a Crime"), which became effective on October 22, 1964. Administrative Order 7-7 established the policy that City officials and employees under the jurisdiction of the City Manager who have Knowledge or information of activity which may constitute a crime shall report such information immediately and personally to either the State Attorney or Grand Jury, and that such officials and employees who so report shall also cooperate fully with the Investigating authority.~~

POLICY:

It shall be the policy of The City of Opa-locka that all elected and appointed City officials and City employees shall adhere to this Public Service Honor Code ("Honor Code"). The Honor Code consists of the following minimum standards regarding the responsibilities of all public servants in the City. Violation of any of the mandatory standards listed below may result in enforcement action as provided below under ENFORCEMENT.

Each elected and appointed public official and employee of the City shall, when acting in his or her official capacity, comply with the following mandatory standards:

- 1) Serve and protect the public interest above any personal or institutional interest or loyalty; and
- 2) Act as the public's surrogate by protecting it against waste or fraud; and
- 3) Respect and uphold laws, ordinances, resolutions, rules, and regulations that protects the public against abuses in ~~county~~-City government by assisting law enforcement and other Federal, State, County and local authorities charged with protecting the public trust; and
- 4) Report any information concerning activity which may constitute a crime, of which he or she has personal knowledge, immediately and personally to either the State Attorney or Miami-Dade County Grand Jury; and

- 5) Cooperate fully with law enforcement agencies or other official investigative authorities in providing truthful testimony and other relevant information pertaining to any alleged violation of the public trust.

RESPONSIBILITIES OF SUPERVISORS AND ETHICS OFFICERS:

City supervisors ~~and ethics officers~~ shall counsel and encourage employees in their respective departments to report violations of the Miami-Dade Conflict of Interest and Code of Ethics Ordinance to the Miami-Dade Conflict of Interest and Code of Ethics and Public Trust ("Ethics Commission"), and any waste, fraud or other abuse of public resources to the Miami-Dade County Office of Inspector General.

ENFORCEMENT:

The Honor Code shall be enforced as follows:

- 1) The City Manager or his or her designee may use the administrative process of the Miami-Dade County for violation of the Honor Code committed by all ~~appointed officials or~~ employees subject to the authority of the ~~Mayor~~ City Manager.
- 4)2) The Mayor or his or her designee may use the administrative process of the Miami-Dade County for violation of the Honor Code by all appointed officials subject to the authority of the Mayor.
- 2)3) The Ethics Commission shall have jurisdiction over violations of the Honor Code committed by elected ~~County~~ City officials and by all other ~~County~~ City officials and employees, ~~not subject to the administrative authority of the Mayor~~. The Ethics Commission shall follow the procedures outlined in Section 2-1074 of the Code in conducting such investigations letter of reprimand or letter of instruction following a determination that a violation of the Honor Code has occurred. Such action by the Ethics Commission shall not prevent the ~~Board~~ City of Opa-locka ~~of~~ City Commissioners or any department head or supervisor from taking any additional action or imposing any penalty that they are authorized to take or impose.
- 3)4) Whenever any elected or appointed City official or employee is in doubt as to the proper interpretation or application of the Honor Code as to himself or herself, he or she may request a binding opinion from the Ethics Commission.
- 4)5) Adherence to the Honor Code by ~~e~~City employees shall be included, wherever appropriate and to the extent legally permissible, in the criteria for evaluations for merit increases, promotions, and professional recognition.
- 5)6) The Ethics Commission shall include the Honor code in its ethics training programs for ~~e~~City officials and employees.

PROTECTION OF EMPLOYEES:

The City shall not dismiss, discipline, or take any other adverse personnel action against an employee for complying with the Honor Code. Further, the City shall not take any adverse action that affects the rights or interests of any employee in retaliation for the employee's compliance with the Honor Code. If the City takes any of the adverse actions stated in the preceding sentences as a result of an employee's compliance with the Honor Code, the employee shall be entitled to apply to the Mayor, the appropriate department, entity or agency director and/or to the ~~e~~Ethics Commission for redress, each of which shall take appropriate steps within their authority and discretion to ensure that no employee is penalized for compliance with the Honor Code.

Approved by County Attorney
as to form and legal sufficiency.

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXECUTE AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND MIAMI-DADE COUNTY / MIAMI-DADE POLICE DEPARTMENT, IN SUBSTANTIALLY THE SAME FORM ATTACHED HERETO AS EXHIBIT "A", FOR ACCESS TO THE FLORIDA CRIMINAL JUSTICE NETWORK ("CJNET"), NATIONAL CRIME INFORMATION CENTER ("NCIC"), THE FLORIDA CRIME INFORMATION CENTER ("FCIC"), AND THE INTERSTATE IDENTIFICATION INDEX ("III"); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") and Miami-Dade County/Miami-Dade Police Department desire to enter into an Interagency Agreement, attached hereto as Exhibit "A"; and

WHEREAS, the Interagency Agreement with Miami-Dade County/Miami-Dade Police Department provides for access to the Florida Criminal Justice Network, National Crime Information Center, the Florida Crime Information Center, and the Interstate Identification Index, which are all hereafter collectively referred to as FCIC, via network connectivity to the FDLE; and

WHEREAS, The City Commission of the City of Opa-Locka desires to authorize the City Manager to enter into and execute an Interagency Agreement with Miami-Dade County/Miami-Dade Police Department.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes and directs the City Manager to enter into and execute an Interagency Agreement with Miami-Dade County/Miami-Dade Police Department for services, substantially in the

form attached as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this _____ day of March, 2021.

Mayor Matthew A. Pigatt

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	03/24/2021	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
		X			2nd Reading
		X	Public Hearing: (Enter X in box)	Yes	No
					X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	
				No	
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	John E. Pate		Department:	City Manager	

Short Title:

A resolution authorizing the City Manager to enter into an interagency agreement with Miami-Dade County / Miami-Dade Police Department.

Staff Summary:

Staff supports entering into this agreement. There is no financial impact.

Proposed Action:

The City will utilize the services on an "as needed" basis.

Attachment:

Interagency Agreement

INTERAGENCY AGREEMENT FOR

ACCESS TO FCIC/NCIC VIA

MIAMI-DADE COUNTY / MIAMI-DADE POLICE DEPARTMENT

WHEREAS, the parties to this agreement are Miami-Dade County, through the Miami-Dade Police Department ("MDPD"), and the participating governing bodies and their respective agencies (collectively, the "Parties"), and

WHEREAS, the MDPD and the participating agency are law enforcement or criminal justice agencies, formally recognized by the Federal Bureau of Investigation ("FBI") and the Florida Department of Law Enforcement ("FDLE"); and

WHEREAS, the MDPD and the participating agency both have the benefit of access to the Florida Criminal Justice Network ("CJNet"), National Crime Information Center ("NCIC"), the Florida Crime Information Center ("FCIC"), and the Interstate Identification Index ("IIP"), which are all hereafter collectively referred to as FCIC, via network connectivity to the FDLE; and

WHEREAS, the participating agency wishes to access FCIC/NCIC for the administration of criminal justice;

NOW THEREFORE, the parties agree as follows:

1. The participating agency shall:

- A. Be entitled to use, through agents and employees of the MDPD, the computer system provided via the MDPD for the purpose of gaining access to information systems including but not limited to FCIC/NCIC, Law Enforcement Interface System (LEIS), Electronic Arrest Form (e A-FORM), and the Miami-Dade CJIS System.
- B. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of FCIC, with regard to the use of said computer systems.
- C. Abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the MDPD, dated **May 29, 2020**, a copy of which is attached to this Interagency Agreement.
- D. Only use the information technology systems for the administration of criminal justice.

2. Cancellation

Either party may terminate this agreement upon thirty (30) days written notice, except that the MDPD may terminate this agreement immediately and without notice upon finding that the participating agency has violated the terms of this agreement.

3. Term

This Agreement shall be effective from the date of execution by the final signatory and shall continue for a period of five years. This Agreement may be formally renewed for one period consisting of five years.

4. Amendments

This Agreement may be amended as necessary to comply with requirements regarding access to these information systems, as set forth by the FBI, the FDLE and/or the MDPD. All amendments must be in writing and executed by all parties.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

PARTICIPATING GOVERNING BODY: CITY OF OPA LOCKA

Agency Name

John E. Pate,
City Manager &
Director of Public Safety

Agency Head

Date

Witness

Date

PARTICIPATING AGENCY: Opa Locka Police Department

Agency Name

Agency Head

Date

Witness

Date

MIAMI-DADE COUNTY

for Daniella Levine Cava, Mayor *[Signature]* 2/25/2021
Agency Head Date

Witness Date

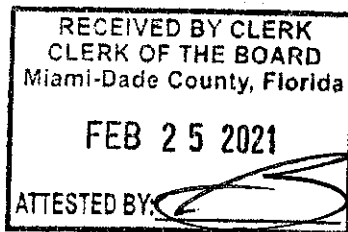
Miami-Dade Police Department

Agency Name

Alfredo Ramirez III, Director *[Signature]*

Agency Head Date

Witness Date



CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Miami-Dade Police Department

with headquarters at

9105 NW 25 Street, Miami, FL 33172

with the primary ORI of: **FL0130000**, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEx), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEx, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.
2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.

3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.
4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.
5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. **Record Quality** – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJI Systems.
2. **Security** – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DExAudits.
4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.
5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

SECTION III ADDITIONAL SERVICES & REQUIREMENTS

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, [Requirements Document](#).

	YES	NO			
N-DEx (via FDLE CJIS)	☒	☐	Initial	<u>AR</u>	CSO Initial <u>South</u>
Red Light Camera Program	☒	☐	Initial	<u>AR</u>	CSO Initial <u>South</u>
License Plate Reader Program	☒	☐	Initial	<u>AR</u>	CSO Initial <u>South</u>
Critical Infrastructure Program	☐	☒	Initial	<u>AR</u>	CSO Initial <u>South</u>
Registered Livescan Submitter	☒	☐	Initial	<u>AR</u>	CSO Initial <u>South</u>

Microsoft Cloud Computing Lead Agency Agreement with FDLE

Azure	☒	☐	Initial	<u>AR</u>	CSO Initial <u>South</u>
Office 365	☒	☐	Initial	<u>AR</u>	CSO Initial <u>South</u>
Dynamics	☒	☐	Initial	<u>AR</u>	CSO Initial <u>South</u>

- 2 As lead agency for Microsoft cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJI.

Users participating in this service shall execute appropriate agreements with third party vendors or directly with Microsoft which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

- 3 The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

Entity Name _____

Noncriminal justice ORI _____ N/A X Initial AR
ar

- 4 The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

CJIS Agency Coordinator (CAC)

Name Loretta Gabe-Charles Email lgabecharles@mdpd.com
Phone (305) 471-2070 Cell Phone (786) 351-7681

SECTION IV MISCELLANEOUS REQUIREMENTS

1. Legal and Policy Requirements - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.
2. Penalties and Liabilities - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. Termination - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
4. Termination of Services - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:

Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. Modifications - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. Accountability - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.
7. Acknowledgement of Duties and Responsibilities - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these

duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.

8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

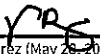
NAME OF THE USER AGENCY Miami-Dade Police Department

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

Director _____ **TITLE**

Alfredo Ramirez III

(PLEASE PRINT)


alfredo ramirez (May 28, 2020 14:32 EDT)

(SIGNATURE)

DATE May 28, 2020

ADDITIONAL SIGNATORY AUTHORITY (User Option)

Deputy Mayor _____ **TITLE**

Maurice L. Kemp

(PLEASE PRINT)



(SIGNATURE)

DATE May 29, 2020

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Charles I. Schaeffer **TITLE** FBI CJIS Systems Officer
(PLEASE PRINT) **(CSO) for the State of Florida**



(SIGNATURE)

DATE May 29, 2020

FDLE Criminal Justice User Agreement

ID&T Review 8/ SV
SV SV

Signature: Loretta Gabe-Charles
Loretta Gabe-Charles (May 28, 2020 10:52 EDT)

Email: lgabecharles@mdpd.com

Signature: SV
Stephanie Vert (May 28, 2020 11:00 EDT)

Email: StephanieVert@fdle.state.fl.us

Signature: Stephanie Vert
Stephanie Vert (May 29, 2020 10:12 EDT)

Email: stephanievert@fdle.state.fl.us

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT (MAA) BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE CITY OF MIAMI GARDENS, FLORIDA, SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka, Florida ("City"), and the City of Miami Gardens, Florida, are authorized to enter into a Mutual Aid Agreement ("MAA") pursuant to Section 23.12, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the Mutual Aid Agreement ("MAA") with the City of Miami Gardens provides for requesting and rendering of assistance for both routine and law enforcement critical situations. The MAA seeks to ensure the public safety of the citizens within the City of Opa-Locka and the City of Miami Gardens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

WHEREAS, the City Commission of the City of Opa-Locka desires to authorize the City Manager to enter into and execute a Mutual Aid Agreement with the City of Miami Gardens.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes and directs the City Manager to enter into and execute an operational assistance Mutual Aid Agreement ("MAA") with the City of Miami Gardens, for law enforcement services and resources, substantially in the form attached as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of

typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this _____ day of March, 2021.

Mayor Matthew A. Pigatt

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	03/24/2021	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
		X			2nd Reading
			Public Hearing: (Enter X in box)	Yes	No
					X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	
				No	
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	John E. Pate		Department:	City Manager	

Short Title:

A resolution authorizing the City Manager to enter into a Mutual Aid Agreement (MAA) with the City of Miami Gardens for law enforcement services.

Staff Summary:

Staff supports entering into agreement. There is no quantifiable financial impact.

Proposed Action:

The City will utilize the services on an "as needed" basis.

Attachment:

Mutual Aid Agreement

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN THE CITY OF MIAMI GARDENS AND
THE CITY OF OPA-LOCKA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made by and between the CITY OF OPA LOCKA, FLORIDA, a municipal corporation having its principal office at 780 Fisherman Street, Opa-Locka, Florida 33054, and the CITY OF MIAMI GARDENS, FLORIDA, having its principal office at 18605 NW 27th Avenue, Miami Gardens FL 33056, state as follows:

WHEREAS, it is the responsibility of the governments of the City of Miami Gardens and the City of Opa-Locka, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and,

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami Gardens Police Department and Opa-Locka Police Department; and,

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Cities of Miami Gardens and Opa-Locka; and,

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein-- and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the City of Miami Gardens and the City of Opa-Locka have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement

service which provides for rendering of assistance in a law enforcement service.

NOW, THEREFORE, that the City of Miami Gardens, a political subdivision of the State of Florida, and the City of Opa-Locka, a political subdivision of the State of Florida, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigation as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.

11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or his/her designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his/her available resources, and will respond in a manner deemed appropriate.

Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

The Police Chiefs of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over

accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to them and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

SECTION V: CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the

rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION VI. HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the accused employee(s) without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION VII: INDEMNIFICATION

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employee while engaged in rendering such aid pursuant to this Agreement subject to the provisions of Section 768.28, Florida Statutes, where applicable.

The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement, agrees to hold harmless, defend and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

SECTION VIII: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- B. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- D. All exemption from ordinances and rules, and all pensions, insurances, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- E. This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.

- F. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION IX: FORFEITURES

During the course of this Agreement, real property, vessel, motor vehicle, aircraft, currency or other property may be seized and subject to forfeiture under the Florida Contraband Forfeiture Act,. The jurisdiction in which the property was seized shall be considered the seizing agency. The seizing agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

All proceeds from the forfeited property as a result of or in accordance with this Agreement shall be equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency less the costs associated with the forfeiture action.

SECTION X: EFFECTIVE DATE AND DURATION

This Agreement shall be in effect from date of signing, through and including, January 1, 2025. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION XI: CANCELLATION

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellations will be at the discretion of any subscribing party.

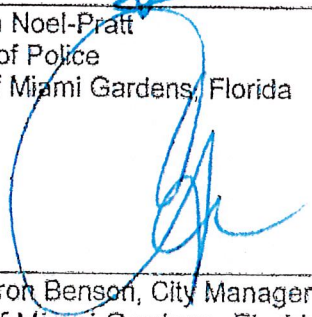
AGREED TO AND ACKNOWLEDGED this day of , 2020



Delma Noel-Pratt
Chief of Police
City of Miami Gardens, Florida



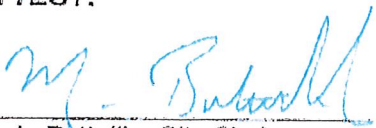
Nikeya Jenkins
Assistant Chief of Police
City of Opa-Locka, Florida

 *DKN*

Cameron Benson, City Manager
City of Miami Gardens, Florida

John E. Pate, City Manager
City of Opa-Locka, Florida

ATTEST:



Mario Battaille, City Clerk
City of Miami Gardens Florida

ATTEST:

Joanna Flores, City Clerk
City of Opa-Locka, Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Sonja Dickens, City Attorney
City of Miami Gardens, Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Burnadette Norris-Weeks,
City Attorney
City of Opa-Locka, Florida

Sponsored by: City Manager

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH B & G OPA HOLDINGS, INC. AND B & G OPA LAND HOLDINGS, LLC; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on or about January 18, 2018, and establishment known as “Klub 24” operated a full service restaurant and lounge (*i.e.* an alcoholic beverage establishment) offering dance entertainment by fully nude performers twenty-four hours a day; and

WHEREAS, the City of Opa-Locka (“City”) regulates alcoholic beverage establishments and sexually oriented business through its Zoning Code and Code of Ordinances; and

WHEREAS, at all relevant times, City believed, in good faith, that Klub 24 had not secured the necessary zoning and licensing approvals to operate a sexually oriented business with alcohol service at its present location; and

WHEREAS, acting on that good faith belief, the City ordered the closure of the Klub 24 business and the revocation of Klub 24’s licenses and permits; and

WHEREAS, Klub 24 filed a lawsuit in the United States District Court for the Southern District of Florida, *B & G Opa Holdings, Inc., v. City of Opa Locka and Newall J. Daughtrey*, Case CASE NO:1:18-cv-23269-DPG, which raised a number of constitutional and state law challenges to Opa Locka’s zoning code and the procedures by which the City shut down the Klub 24 business and revoked its licenses; and

WHEREAS, Klub 24 also asserted a damages claim against the City which at this time it contends amounts to some \$5 million for lost profits and carrying costs; and

WHEREAS, the District Court entered an Order on summary judgment on September 30, 2020, that determined, *inter alia*, that the City had not provided sufficient sites for sexually oriented businesses; that its special exception process was unconstitutional as applied to sexually oriented businesses; that there were potentially unconstitutional provisions in the City’s sign code; that the definition of “Adult Business” in the Opa-Locka Zoning Code is neither vague nor overbroad; and that the definitions in Chapter 4, Article II relative to nudity in alcoholic beverage establishments are likewise

constitutional; and

WHEREAS, certain other of Klub 24's claims were left unresolved including the crucial question of whether Klub 24 was entitled to recover any damages against Opa Locka; and

WHEREAS, during the course of this litigation Opa-Locka has taken certain legislative steps to address some of the claims asserted by Klub 24 in this litigation; and

WHEREAS, the Parties have participated in mediation to resolve all of their disputes; and

WHEREAS, the parties acknowledge that litigation is uncertain while settlement of disputes creates certainty for both parties while avoiding the significant burden and expense of litigation; and

WHEREAS, the City Commission finds that it is in the best interest of the City to resolve the case without giving up, reducing, or admitting liability or receding from its previous position(s); and

WHEREAS, the City Commission finds it is the best interest of the City and its residents to grant the City Manager authorization to execute the Settlement Agreement attached hereto as Exhibit "A".

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

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

Section 2. Approval of Settlement Agreement.
The City Commission of the City of Opa-Locka hereby authorizes the City Manager to execute the settlement agreement the City with B & G Opa Land Holdings and B & G Opa Holdings, Inc., referred to jointly and individually as "Klub 24, and more specifically with said agreement attached hereto as Exhibit "A". Further, authorizing the City Manager to take all necessary action consistent with this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or his designee.

PASSED and ADOPTED this _____ day of March 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	03/24/2021	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source:	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution authorizing the City Manager to execute a settlement agreement with B & G Holdings, Inc. and B & G Opa Land Holdings, LLC.

Staff Summary:

B & G Opa Holdings, Inc. and B&G Opa Land Holdings, L.L.C. v. City of Opa-locka, Florida, and Newall J. Daughtrey

Case No.: 1:18-cv-23269-DPG

A mediation took place between the parties to the subject lawsuit on Thursday, December 10, 2020. Settlement is being recommended in this case by the City Manager as in the best interest of the City of Opa-Locka. The resolution before the City Commission would authorize the City Manager to execute a Settlement Agreement to fully resolve all issues pertaining to the pending lawsuit. Further, the resolution would also authorize the City Manager to take other action necessary to achieve settlement pursuant to the agreement terms.

By way of background, Plaintiff, B&G Opa Holdings, LLC, owns and previously operated "Klub 24," a restaurant and lounge that served alcohol and featured nude dancing 24-hours a day. It also owns the associated business licenses. Plaintiff, B&G Opa Land Holdings, LLC, owns the building and real property where Klub 24 is located.

Klub 24 is located in the City of Opa-locka's I-2 industrial district. Beginning in 2015 (before leasing, and later purchasing, the property for Klub 24), B&G's representatives met with City officials to discuss applicable zoning restrictions and the necessary applications to open a proposed adult "strip club."

At that time, Section 22-81 of the City's Land Development Code (the "Code") permitted adult businesses in the City's I-2 zoning area, so long as the City granted a special exception. It also permitted adult businesses in the City's I-3 zoning area, subject to requirements that they be located at prescribed distances from places of worship, schools, parks etc. The special exception process is set out in Section 22-60 of the Code. A special exception would be granted if recommended by the City's Planning Council and approved by the City Commission. The criteria identified in the Code for determining whether to grant the special exception was determined by the Eleventh Circuit to be unconstitutional. The process is in the process of being brought to the City Commission for repeal.

On April 13, 2018, the City Manager issued a letter that ordered B&G to cease and desist all operations until a business license was properly obtained. On the same day, law enforcement officers served the cease and desist order on B&G and directed them to close Klub 24. B&G complied, and Klub 24 has remained closed. Three days after closure of Klub 24, B&G filed a lawsuit against the City for declaratory and injunctive relief, in the Circuit Court for Miami-Dade County (Case No. 2018-011909-CA-01). That lawsuit was dismissed for lack of prosecution on September 3, 2020.

This action was filed in federal court on August 10, 2018. B&G seeks declaratory and injunctive relief, and damages, for the City's alleged violations of B&G's rights under the First Amendment and Due Process Clause of the United States Constitution. The City's motion to dismiss was granted, in part.

Plaintiffs' prior demand for settlement was significant. After much discussion and negotiation by Attorneys, City staff and the Plaintiffs, a proposed settlement agreement where the major terms would provide: 1) City would agree to pay Plaintiffs \$150,000 to resolve all claims-- including attorney's fees and costs. This amount would be paid by the League of Cities under the City's insurance; 2) The City Manager would recommend to the City Commission approval of a variance or other appropriate authority to allow Plaintiffs to operate an adult club featuring alcohol and nude dancing 24 hours per day at the current location; 3) Off-Duty City of Opa-locka police will be required for security detail at the club. There are other terms provided within the agreement.

Financial Impact

The City will pay a \$25,000 deductible under the City's insurance coverage...

Account	Description	Available	Expense	Remaining Balance
84-513452	Deductible	\$125,000	\$25,000	\$100,000

Proposed Action:

Staff recommends the approval of this settlement request to avoid any additional litigation against the City.

Attachment:

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

B & G OPA HOLDINGS, INC., a	)	
Florida Profit Corporation and B & G OPA	)	
LAND HOLDINGS, LLC, a Florida	)	
Limited Liability Company, d/b/a KLUB 24,	)	
	)	CASE NO: 1:18-cv-23269-DPG
Plaintiffs,	)	
vs.	)	
	)	
CITY OF OPA LOCKA, FLORIDA,	)	
a Political Subdivision of the State of Florida	)	
and NEWALL J. DAUGHTREY,	)	
an individual in his official capacity,	)	
	)	
Defendants.	)	
_____	/	

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into this _____ day of **March**, 2021, by and between B & G OPA HOLDINGS, INC. and B & G OPA LAND HOLDINGS, LLC (referred to jointly and individually as “Klub 24”) and the CITY OF OPA LOCKA, FLORIDA (“Opa Locka” or “the City”). All the foregoing sometimes referred to as the “Parties”.

WHEREAS, on or about January 18, 2018, Klub 24 opened and operated a full service restaurant and lounge (*i.e.* an alcoholic beverage establishment) offering dance entertainment by fully nude performers twenty-four hours a day; and

WHEREAS, Opa Locka regulates alcoholic beverage establishments and sexually oriented business through its Zoning Code and Code of Ordinances; and

WHEREAS, Opa Locka believed in good faith that Klub 24 had not secured the necessary zoning and licensing approvals to operate a sexually oriented business with alcohol service at its present location; and,

WHEREAS, acting on that good faith belief, the City ordered the closure of the Klub 24 business and the revocation of Klub 24's licenses and permits; and

WHEREAS, Klub 24 filed a Federal lawsuit which raised a number of constitutional and state law challenges to Opa Locka's zoning code and the procedures by which the City shuttered the Klub 24 business and revoked its licenses; and

WHEREAS, Klub 24 also asserted a damages claim against the City which at this time it contends amounts to some \$5 million for lost profits and carrying costs; and

WHEREAS, the District Court entered an Order on summary judgment on September 30, 2020, that determined, *inter alia*, that the City had not provided sufficient sites for sexually oriented businesses; that its special exception process was unconstitutional as applied to sexually oriented businesses; that there were potentially unconstitutional provisions in the City's sign code; that the definition of "Adult Business" in the Opa-Locka Zoning Code is neither vague nor overbroad; and that the definitions in Chapter 4, Article II relative to nudity in alcoholic beverage establishments are likewise constitutional; and

WHEREAS, certain other of Klub 24's claims were left unresolved including the crucial question of whether Klub 24 was entitled to recover any damages against Opa Locka; and

WHEREAS, during the course of this litigation Opa Locka has taken certain legislative steps to address some of the claims asserted by Klub 24 in this litigation; and

WHEREAS, the Parties have participated in mediation to resolve all of their disputes; and

WHEREAS, the parties acknowledge that litigation is uncertain while settlement of disputes creates certainty for both parties while avoiding the significant burden and expense of litigation; and

WHEREAS, all parties wish to resolve the case without giving up, reducing, or admitting their own claims or defenses, or receding from their positions;

NOW THEREFORE, the parties agree and contract as follows:

1. The parties agree that the relief afforded by this Agreement shall not be construed as a concession by the City of Opa Locka that it violated any of Plaintiffs' constitutional rights or committed any act of wrongdoing, it being acknowledged that the City of Opa Locka specifically denies any such violations or wrongful acts.

2. The intention of the Parties and the essence of this Agreement is that Klub 24 will receive from the City all of the City-issued permits, licenses and approvals necessary for Klub 24 to operate a sexually oriented business allowing dancing and entertainment by totally nude performers, with complete alcohol service (under a 4-COP license, SRX license or equivalent), twenty-four (24) hours per day, every day, at their present location: 3699 NW 135th Street, Opa-Locka, Miami-Dade County, Florida (the "subject property").

3. Contingent upon approval by the City Commission, and as more specifically addressed below, the City of Opa Locka agrees to take the following actions to resolve this litigation:

A. Pay the sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) to Klub 24;

B. Grant a licensing variance which permits Klub 24 and its designees to operate a sexually oriented business at its present location featuring the sale of food and alcohol in conjunction with fully nude dance entertainment twenty-four hours per day;

C. Issue a final Certificate of Occupancy to Klub 24;

D. Issue a Business Tax Receipt for the current year to Klub 24; with BTRs in subsequent years being issued as a matter of course so long as Klub 24 is in substantial compliance with this Agreement; and

E. Approve the existing sign structure and “close out” any issues pertaining to sign permits.

F. Upon the City’s approval of the variance referenced in this agreement, Klub 24’s nonconforming use of the subject property may be continued subject to the following conditions and requirements:

(i) *Expansion.* Klub 24’s nonconforming use of the subject property shall not be expanded into any other portion of the property.

(ii) *Parking.* Klub 24 shall not reduce its on-site parking below 70 spaces as further addressed in paragraph 4 below.

(iii) *Change.* The nonconforming use of the subject property may be changed only to a conforming use except as provided. The parties understand that a temporary closure or discontinuance of the use for less than 180 days shall not result in the loss of vested rights or require reversion to a conforming use. (*See*, §22-11-A, Opa-Locka Zoning Code). If Klub 24’s nonconforming use of the subject property is changed to a conforming use, it may thereafter be changed only to another conforming use.

(iv) *Discontinuance*. If the nonconforming use of the subject property is discontinued, the subject property shall not be returned to a nonconforming use. The nonconforming use shall be considered to be discontinued when the subject property has been devoted to another use or if the subject property is vacant for a period of 180 calendar days (*See*, §22-11-A, Opa-Locka Zoning Code).

4. PARKING. Klub 24 has submitted a revised site plan which shows on-site parking for approximately eighty (80) vehicles with minimum parking for seventy (70) vehicles. The City accepts this site plan-and acknowledges that parking for 70 vehicles is complies with the City's Codes subject to the following covenants and standards:

A. Klub 24 shall provide parking for a minimum of seventy (70) vehicles. The City acknowledges that "stacked" valet parking will be utilized to accommodate the 70 vehicles in the available parking spots and approves of that plan. The City also acknowledges that the adjoining printing business may utilize interior parking for its employees.

B. Klub 24 shall provide valet parking and will designate such valet parking areas with signage.

C. Klub 24 shall not make use of any adjoining space for any purpose other than parking or storage. Klub 24 shall also not expand the size of its existing customer service area.

E. *Special Event Parking*. If Klub 24 conducts a special event, that is an event that advertises a specific performer, performers, or features advertising for a specific event (i.e. Holiday parties, sporting events, etc.) , it shall make all efforts to enter parking agreement(s) with nearby property owners to provide additional parking to accommodate the potential needs. Klub 24 understands and shall inform patrons that, if they park illegally, they are subject to fines and cars being towed.

5. The parties acknowledge and agree that all of the forgoing obligations shall be contingent upon approval of this Agreement by the City Commission and approval of the Agreement by the Financial Emergency Oversight Board. If the City Commission and the Financial Emergency Oversight Board fail to approve this Settlement Agreement before March 24, 2021, this Agreement shall lapse and each party shall have all of their rights and claims which existed prior to the negotiation of this Settlement Agreement.

6. Within ten (10) days of the execution of this Agreement by Klub 24's representatives, the City Attorney for the City of Opa Locka shall submit this Agreement to the City Commission. The City Commission shall promptly seek and secure the approval of this Agreement by the Financial Emergency Oversight Board. The parties' rights and obligations under this Agreement are contingent upon the approval of this Agreement required for Klub 24 to operate. The City Commission shall advertise and conduct the public meeting(s) necessary to fulfill its obligations under this Agreement no later than March 24, 2021. Should the City Commission fail to approve this Agreement by March 24, 2021, this Agreement shall lapse and each party shall have all of their rights and claims which existed prior to the negotiation of this Settlement Agreement.

7. The parties acknowledge and agree that the City Commission reserves the right to amend or reject this proposed Agreement. In the event that the City Commission makes changes to this Agreement, the parties shall consult in good faith as to whether those changes are substantive in nature or change the spirit or intent of the proposed settlement. If Klub 24, in its sole discretion, determines that such changes are material or adverse to its interests, this Settlement Agreement shall not take effect, the above-captioned cause shall not be dismissed,

and the parties shall retain all of the rights, claims and defenses that existed prior to the negotiation of this Settlement Agreement.

8. The City reserves all rights of sovereign immunity under Florida and Federal law and Opa Locka does not by this Settlement Agreement waive its sovereign immunity generally or to any extent beyond its express obligations to perform as set forth in this Settlement Agreement.

9. **PAYMENT.** Within thirty (30) days of approval of this Agreement and approval by the City Commission, Opa Locka will pay the sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) to Klub 24 c/o “Benjamin, Aaronson & Patanzo, P.A. Trust Account” at 1700 East Las Olas Blvd., Suite 202, Ft. Lauderdale, Florida 33301. Opa Locka may issue a single W-9 listing B & G OPA HOLDINGS, INC., as the payee; any further allocation of the payment between the two Plaintiffs shall be as they determine and Opa Locka shall have no responsibility for same.

10. **LICENSING** The Opa-Locka City Commission shall issue a license which specifically authorizes Klub 24’s business operations at their property, to-wit: 3699 NW 135th Street, Opa-Locka, Miami-Dade County, Florida.

The license shall specifically grant and approve the following rights to Klub 24:

- A. The right to sell alcoholic beverages (subject only to state licensing requirements);
- B. The right to operate a restaurant (subject only to state and County licensing requirements, health inspections, and fire inspections);
- C. The right to provide fully nude dance entertainment by live performers;
- D. The right to operate for twenty-four hours per day every day.

The license shall not include any conditions or additional requirements which would prevent Klub 24 from operating a sexually oriented business under the format described above. In addition, Klub 24 shall not be required to obtain a special exception, since the United States District Court has determined that the City's special exception process is unconstitutional.

It is understood and agreed that the City has sufficient information based on the current applications, permits, site plans, and data available to it to approve and grant the license under the Opa-Locka code.

The City represents that it is not presently aware of any facts which would cause it to deny a license to Klub 24. However, the forgoing representation shall not prevent the City from denying the variance or reject this Settlement Agreement in the public interest.

The license shall be approved or rejected no later than March 24, 2021.

11. **CERTIFICATE OF USE.** The City acknowledges that Klub 24 was issued a "temporary certificate of occupancy" at the time it initially opened in 2018. Not later than five (5) business days after the approval of this Agreement by the City Commission, Opa Locka shall issue a Final Certificate of Use (alternatively referred to as a Certificate of Occupancy) allowing Klub 24 to operate as a sexually oriented business under the format contemplated in paragraphs 2 and 9, provided that all other necessary State and County requirements have been met.

12. **BUSINESS TAX RECEIPT.** Upon ~~approval of the variance and~~ payment of the appropriate tax by Klub 24, the City shall issue an "occupational license" (also referred to under state law as a "business tax receipt") for 2021 to B & G OPA HOLDINGS, INC.

13. **LANDSCAPING.** The City acknowledges that the current landscaping meets all code requirements and that no changes to landscaping will be required as a condition for the

variance or the issuance of the Final Certificate of Occupancy. Klub 24 will not make any substantial change in landscaping without submitting a new landscaping plan to the City.

14. **SIGNAGE.** The City acknowledges and agrees that Klub 24's existing sign is a lawful, nonconforming sign and will be regulated consistently with other lawful, nonconforming signs in the community. Klub 24 will not be required to apply for any sign permits in order to use and maintain its existing signage.

15. **OPEN PERMITS.** The City represents that, with the exception of third-party issues pertaining to fire codes (regulated by the MDFRD) and potable water / grease trap (regulated by DERM), the City is unaware of any open or unaddressed issues with respect to building permits or other permits within its control, including any issues associated with Klub 24's signs. The City will treat all of those issues as resolved and will not withhold any permits currently issued or which are required in order to reopen and operate the Klub 24 business.

16. **FIRE SAFETY ISSUES.** The City acknowledges that it plays no role with respect to the citations issued by the Miami-Dade Fire Rescue Department to Klub 24 having to do with "sprinkling" and other fire safety issues. The City acknowledges that the variance, certificate of occupancy and other permits required for Klub 24 to do business are not dependent upon any inspection or approval by MDFRD. The City further acknowledges that it will take no action to prevent Klub 24 from opening and operating notwithstanding the MDFRD citations. Nothing herein shall affect Klub 24's obligation to comply with fire safety regulations or limit the authority to MDFRD to address any outstanding fire safety citations.

17. **DERM APPROVAL.** Klub 24 represents that it has applied for approval to the Miami-Dade Department of Environmental Resources Management ("DERM") for final approval of its potable water supply and its grease trap. The City acknowledges that it plays no

role with respect to DERM approval of the potable water supply and the grease trap. The City acknowledges that the variance, certificate of occupancy and other permits required for Klub 24 to do business are not dependent upon any inspection or approval by DERM. The City further acknowledges that it will take no action to prevent Klub 24 from opening and operating notwithstanding the pending application for DERM approval. Nothing herein shall affect Klub 24's obligation to obtain DERM approval of its potable water supply and grease trap or limit the authority to DRM to regulate and enforce its rules relative to same.

18. The City shall cooperate with Klub 24 in securing any permits, licenses or approvals that may be required by other government agencies or regulatory bodies. Following ~~approval of the anticipated variance and~~ issuance of a certificate of use to Klub 24, the City and its servants, agents and employees, shall certify in writing, upon request, that Klub 24 is entitled to operate a sexually oriented business under the format described in paragraphs 2 and 9 of this Agreement at the subject property.

19. Klub 24 shall contract with off-duty Opa Locka law enforcement officers to provide security at its business. The City will make its officers available to contract with Klub 24 to the same degree and on the same terms afforded all other businesses within the City.

20. Klub 24 shall be entitled to no relief under the above-captioned Federal proceeding other than those rights and benefits afforded by this Agreement. Klub 24 hereby acknowledges that the stated consideration set forth in this Agreement is full compensation for and on account of any and all injuries and damages of any kind whatsoever which it claimed or alleged were sustained or could have claimed or alleged to have been sustained, including attorney's fees and costs.

21. **DISMISSAL.** Upon approval of this Agreement, payment of the specified sum, granting of the required variance, and issuance of the Final Certificate of Occupancy by the City, Klub 24 shall execute and file a motion to dismiss the above-captioned case with prejudice. The motion shall specify that each party shall bear its own attorney's fees and costs in this litigation.

22. **RELEASE.** Contingent only upon approval of this Agreement, payment of the specified sum and issuance of the Final Certificate of Occupancy by the City, Klub 24 hereby waives and releases Opa Locka, its agencies, boards, departments, authorities, employees, attorneys, representatives, and agents, from any claims, demands, damages, lawsuits, obligations, promises, administrative actions, charges, and causes of action, in law or in equity, of any kind whatsoever, relating to or arising out of the Complaint filed herein. This Waiver and Release covers any causes of action or claims under The Civil Rights Act of 1991; Section 1981 and 1983 of the Civil Rights Act of 1866, as amended; claims under the Constitutions of the United States and Florida, and claims under any other federal or state law or municipal ordinance, including any lawsuits founded in tort (including negligence), contract (oral, written or implied), or any other common law or equitable basis of action.

23. The City represents and warrants that it has no claims for damages or other relief, in law or in equity, against the Plaintiffs, or either of them, which could have been asserted as a compulsory or permissive counterclaim in the above-captioned action. To the extent any such claim may exist, the City, by this Agreement, releases, abandons and waives all such claims.

24. In the event of a legal action or other proceeding arising under this Settlement Agreement or any Consent Order, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in

litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

25. In the event of a legal action or other proceeding arising under this Settlement Agreement, venue for such proceeding shall be the Circuit Court in and for Miami-Dade County, Florida, or if Federal jurisdiction exists, in the United States District Court for the Southern District of Florida.

26. All parties have been represented by counsel and have voluntarily entered into this Agreement with full knowledge of their rights and obligations herein. The undersigned representatives of the respective parties hereby represent and warrant that each representative has the authority to execute this Agreement, and bind their respective entities to the terms and conditions of this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

27. No terms of this Settlement Agreement are severable. The Parties acknowledge all terms herein are material terms and the invalidation of one or more terms would necessarily affect this entire Settlement Agreement.

28. Faxed or electronically scanned copies of the Parties' signatures on this Agreement shall be considered the equivalent of an original "ink" signature for all purposes and shall bind the person or entity executing the Agreement.

29. This Agreement shall constitute the sole and entire agreement of the parties and neither party shall rely on any oral or written representations other than those set forth in this Agreement. The covenants herein contained shall bind and the benefits and advantages herein agreed to shall inure to the parties' respective heirs, executors, administrators, successors, and

assigns. There are no third party beneficiaries to this Agreement.

- SIGNATURES ON FOLLOWING PAGES -

FOR THE PLAINTIFFS:

DATED: _____, 2021.

B & G OPA HOLDINGS, INC.

B & G OPA LAND HOLDINGS, LLC

BY: _____
GREGG BERGER, President

BY: _____
GREGG BERGER, Manager

FOR THE DEFENDANT:

DATED: March _____, 2021.

CITY OF OPA-LOCKA, FLORIDA

JOHN E. PATE, City Manager

APPROVED AS TO FORM:

BURNADETTE NORRIS-WEEKS, Esquire
Florida Bar 949930
Law Office of Burnadette Norris-Weeks PA
401 N.W. 7th Avenue
Fort Lauderdale, FL 33311-8134
(954) 768-9770
bnorris@apnwplaw.com

City Attorney for the City of Opa Locka

APPROVED BY THE CITY COUNCIL on: _____, 2021.

MATTHEW PIGATT, Mayor

ATTEST:

JOANNA FLORES, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA EXPRESSING ITS DESIRE FOR IMMEDIATE TRANSFER OF CONTROL FROM MIAMI-DADE COUNTY TO THE CITY OF OPA-LOCKA UPON CREATION OF THE PINE TREE LAKE MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT PURSUANT TO SECTION 18-3.1 OF THE CODE OF MIAMI-DADE COUNTY; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of the property within the geographic boundaries of the Pine Tree Lake community within the City of Opa-Locka (the "City") as legally described in Exhibit "A" (the "Property") have petitioned the City to establish a special taxing district for the purpose of providing multipurpose maintenance services; and

WHEREAS, the City has voted to support the creation of a dormant multipurpose special taxing district for the Property pursuant to Resolution No. _____; and

WHEREAS, Miami-Dade County (the "County") adopted section 18-3.1, Miami-Dade County Code, which allows the County and a municipality, by joint resolutions, to designate the governing body of such municipality as the governing body of a new special taxing district created wholly within the boundaries of such municipality, subject to majority vote of the qualified electors of the special taxing district when applicable; and

WHEREAS, the proposed dormant multipurpose special taxing district is located entirely within the City; and

WHEREAS, the City hereby expresses its support of the establishment of the Pine Tree Lake Multipurpose Maintenance Special Taxing District and hereby requests immediate transfer of control and operation of the district upon its creation by the County; and

WHEREAS, the City hereby agrees that any costs to establish the district shall be paid to the County by the City; and

WHEREAS, the City will be reimbursed from the first year's special assessments collected from the residents of the Pine Tree Lake Multipurpose Maintenance Special Taxing District; and

WHEREAS, the next steps in the process are for the Board of County Commissioners to establish the Pine Tree Lake Multipurpose Maintenance Special Taxing District, adopt a resolution authorizing the transfer of the district to the City, and execution of an interlocal agreement between the City and the County relating to the transfer of the district.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption thereof.

Section 2. The City Commission of the City of Opa-Locka hereby expresses its desire for Miami-Dade County to create and immediately transfer control of the Pine Tree Lake Multipurpose Maintenance Special Taxing District to the City of Opa-Locka upon its establishment in accordance with Section 18-3.1 of the Miami-Dade County Code.

Section 3. The City Clerk is hereby directed to send a certified copy of this Resolution to the Miami-Dade County Board of County Commissioners.

Section 4. This resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED this 24th day of March, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke

_____ (Yes)

_____ (No)

Commissioner Davis

_____ (Yes)

_____ (No)

Commissioner Taylor

_____ (Yes)

_____ (No)

Vice-Mayor Williams

_____ (Yes)

_____ (No)

Mayor Pigatt

_____ (Yes)

_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	03/24/2021	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
		X	Public Hearing: (Enter X in box)	Yes	No
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Development of Special Taxing District

Staff Summary:

A Resolution of the City Commission of the City of Opa-locka, Florida, requesting approval for the City Manager to enter into an Interlocal Agreement with Miami-Dade County, Special Assessment District Division to give permission to create a special taxing district to maintain Pine Tree Lake. This is a private body of water that runs from NW 17th Avenue to NW 19th Avenue between Opa-locka Boulevard and NW 135th Street in Opa-locka that is currently not being maintained. Its current state poses a health and safety concern to the residents that reside around the lake. If approved, the proceeds from the assessed taxes will be used to fund the maintenance of this lake.

Financial Impact

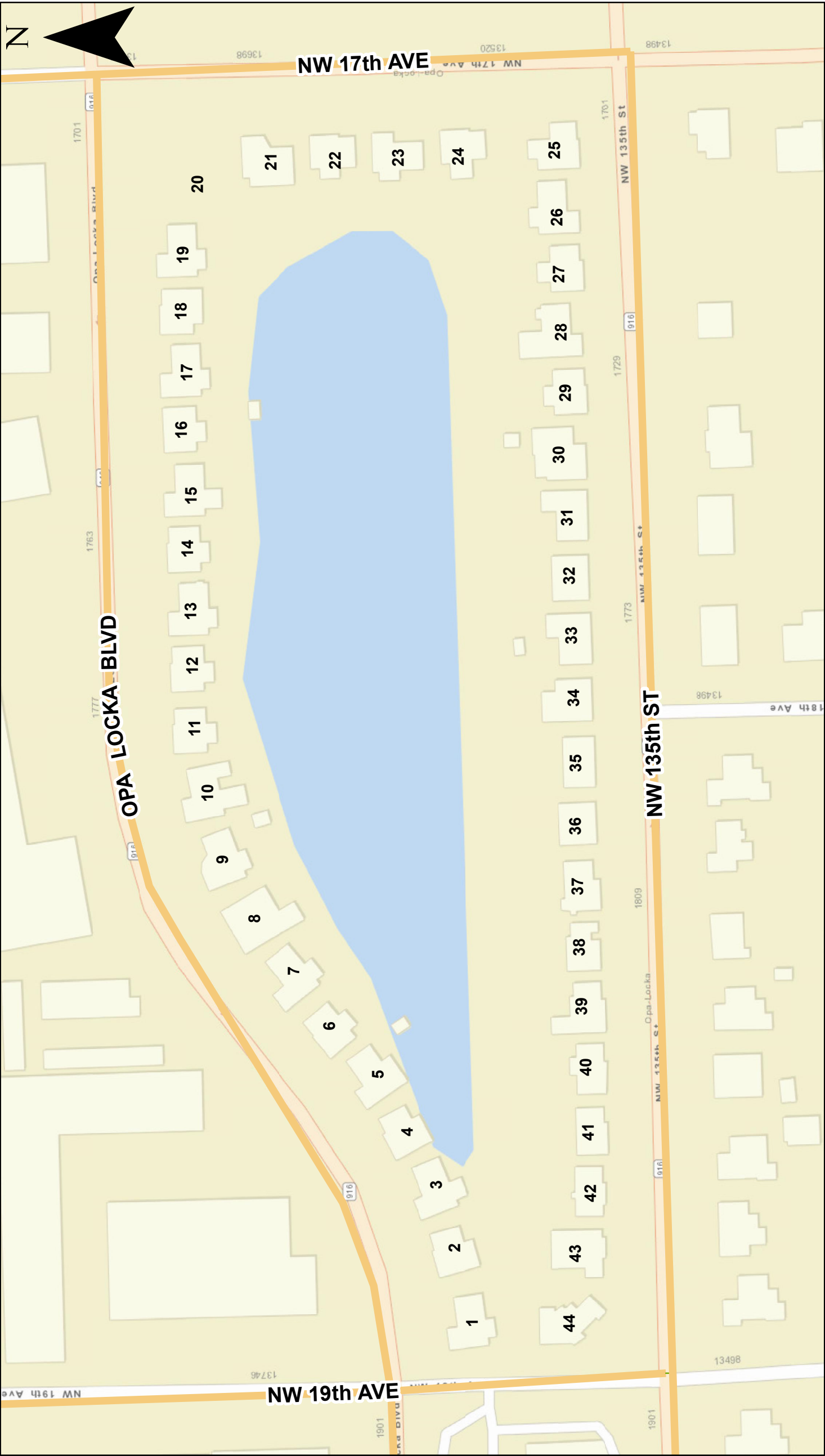
If approved and implemented in FY 21, the City will first receive reimbursement for these services from an assessment on the FY 22 property tax bill.

Proposed Action:

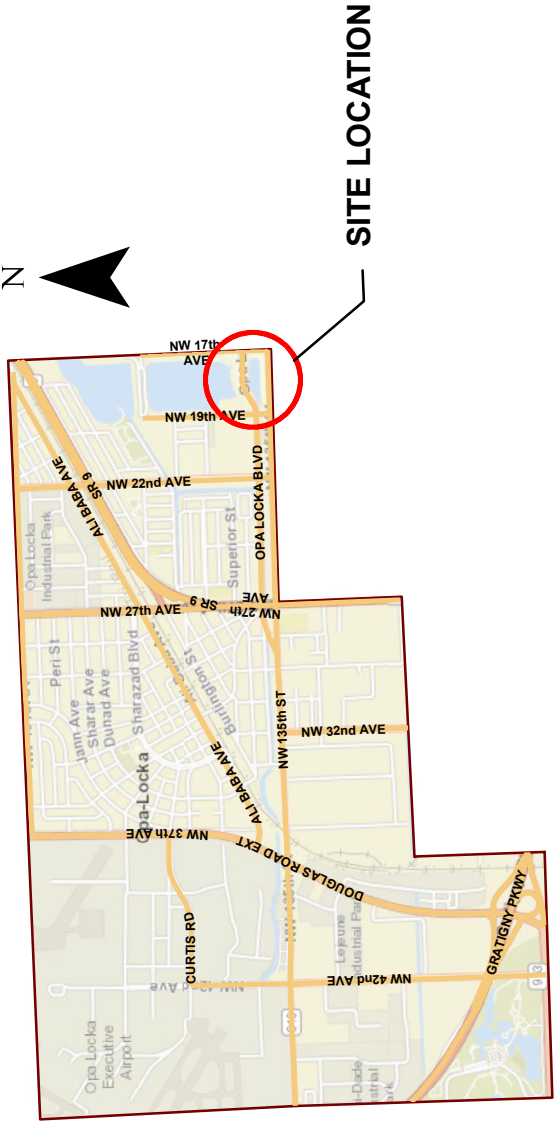
Staff recommends approval of this resolution.

Attachment:

1. Agenda
2. Pine Tree Lake Location Map
3. Pine Tree Lake Map with list of properties and consent approval
4. Pine Tree Lake Map and Agreement with Property owners



No.	Folio No.	Property Address
1	0821220180010	1890 OPA LOCKA BLVD
2	0821220180020	1880 OPA LOCKA BLVD
3	0821220180030	1870 OPA LOCKA BLVD
4	0821220180040	1860 OPA LOCKA BLVD
5	0821220180050	1850 OPA LOCKA BLVD
6	0821220180060	1840 OPA LOCKA BLVD
7	0821220180070	1830 OPA LOCKA BLVD
8	0821220180080	1820 OPA LOCKA BLVD
9	0821220180090	1810 OPA LOCKA BLVD
10	0821220180100	1800 OPA LOCKA BLVD
11	0821220180110	1790 OPA LOCKA BLVD
12	0821220180120	1780 OPA LOCKA BLVD
13	0821220180130	1770 OPA LOCKA BLVD
14	0821220180140	1760 OPA LOCKA BLVD
15	0821220180150	1750 OPA LOCKA BLVD
16	0821220180160	1740 OPA LOCKA BLVD
17	0821220180170	1730 OPA LOCKA BLVD
18	0821220180180	1720 OPA LOCKA BLVD
19	0821220180190	1710 OPA LOCKA BLVD
20	0821220180200	
21	0821220180210	13560 NW 17 AVE
22	0821220180220	13560 NW 17 AVE
23	0821220180230	13540 NW 17 AVE
24	0821220180240	13520 NW 17 AVE
25	0821220010010	1701 NW 135 ST
26	0821220010020	1711 NW 135 ST
27	0821220010030	1721 NW 135 ST
28	0821220010040	1731 NW 135 ST
29	0821220010050	1741 NW 135 ST
30	0821220010060	1751 NW 135 ST
31	0821220010070	1761 NW 135 ST
32	0821220010080	1771 NW 135 ST
33	0821220010090	1781 NW 135 ST
34	0821220010100	1791 NW 135 ST
35	0821220010110	1801 NW 135 ST
36	0821220010120	1811 NW 135 ST
37	0821220010130	1821 NW 135 ST
38	0821220010140	1831 NW 135 ST
39	0821220010150	1841 NW 135 ST
40	0821220010160	1851 NW 135 ST
41	0821220010170	1861 NW 135 ST
42	0821220010180	1871 NW 135 ST
43	0821220010190	1881 NW 135 ST
44	0821220010200	1891 NW 135 ST



CITY OF OPA-LOCKA

LAKE MAINTENANCE AGREEMENT CITY OF OPA-LOCKA



LAKE MAINTENANCE AGREEMENT CITY OF OPA-LOCKA



Currently the lake behind your homes is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
1	1890 Opa-Locka Blvd.				
2	1880 Opa-Locka Blvd.				
3	1870 Opa-Locka Blvd.				
4	1860 Opa-Locka Blvd.				
5	1850 Opa-Locka Blvd.				
6	1840 Opa-Locka Blvd.				
7	1830 Opa-Locka Blvd.				
8	1820 Opa-Locka Blvd.				
9	1810 Opa-Locka Blvd.				
10	1800 Opa-Locka Blvd.				
11	1790 Opa-Locka Blvd.				
12	1780 Opa-Locka Blvd.				
13	1770 Opa-Locka Blvd.				
14	1760 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT CITY OF OPA-LOCKA



Property #	Address	Resident Name	Resident Signature	Date	Disagree
15	1750 Opa-Locka Blvd.				
16	1740 Opa-Locka Blvd.				
17	1730 Opa-Locka Blvd.				
18	1720 Opa-Locka Blvd.				
19	1710 Opa-Locka Blvd.				
20					
21	13580 NW 17 Ave.				
22	13560 NW 17 Ave.				
23	13540 NW 17 Ave.				
24	13520 NW 17 Ave.				
25	1701 NW 135 St.				
26	1711 NW 135 St.				
27	1721 NW 135 St.				
28	1731 NW 135 St.				
29	1741 NW 135 St.				
30	1751 NW 135 St.				
31	1761 NW 135 St.				
32	1771 NW 135 St.				

LAKE MAINTENANCE AGREEMENT CITY OF OPA-LOCKA



Property #	Address	Resident Name	Resident Signature	Date	Disagree
33	1781 NW 135 St.				
34	1791 NW 135 St.				
35	1801 NW 135 St.				
36	1811 NW 135 St.				
37	1821 NW 135 St.				
38	1831 NW 135 St.				
39	1841 NW 135 St.				
40	1851 NW 135 St.				
41	1861 NW 135 St.				
42	1871 NW 135 St.				
43	1881 NW 135 St.				
44	1891 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
1	1890 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
2	1880 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
3	1870 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
4	1860 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
5	1850 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
6	1840 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
7	1830 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
8	1820 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
9	1810 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
10	1800 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
11	1790 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
12	1780 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
13	1770 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
14	1760 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
15	1750 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
16	1740 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
17	1730 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
18	1720 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
19	1710 Opa-Locka Blvd.				

LAKE MAINTENANCE AGREEMENT CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
20					

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
21	13580 NW 17 Ave.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
22	13560 NW 17 Ave.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
23	13540 NW 17 Ave.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
24	13520 NW 17 Ave.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
25	1701 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
26	1711 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
27	1721 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
28	1731 NW 135 St.				

LAKE MAINTENANCE AGREEMENT CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
29	1741 NW 135 St.				

LAKE MAINTENANCE AGREEMENT CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
30	1751 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
31	1761 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
32	1771 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
33	1781 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
34	1791 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
35	1801 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
36	1811 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
37	1821 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
38	1831 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
39	1841 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
40	1851 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
41	1861 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



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Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
42	1871 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
43	1881 NW 135 St.				

LAKE MAINTENANCE AGREEMENT

CITY OF OPA-LOCKA



Currently the lake behind your home is considered private property; in its current state the City of Opa-Locka cannot perform any maintenance activities. In an attempt to generate the revenues needed to conduct this service, a Special Taxing District needs to be developed. Miami-Dade County needs the assurance that the residents of this area are amenable to the process.

Please indicate your agreement by providing your name and signature:

Property #	Address	Resident Name	Resident Signature	Date	Disagree
44	1891 NW 135 St.				