City of Opa-locka

Commission Chamber
215 Perviz Avenue
Opa-locka, FL 33054

REGULAR COMMISSION MEETING
Agenda

Wednesday, July 27, 2022
7:00 PM

City Commission
Mayor Veronica J. Williams
Vice Mayor John H. Taylor Jr.
Commissioner Sherelean Bass
Commissioner Chris Davis
Commissioner Audrey Dominguez

Appointed Officials
Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

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

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

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

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

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

CITY OF OPA-LOCKA

"The Great City"

AGENDA
REGULAR COMMISSION MEETING
July 27, 2022
7:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Proclamations honoring the achievements of the schools in the City of Opa-locka

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – May 25, 2022

Budget Workshop Minutes – July 20, 2022

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 EXCHANGE OF THE PROPERTY IDENTIFIED BY FOLIO 08-2122-007-0270, AND OWNED BY THE CITY WITH PROPERTY IDENTIFIED BY FOLIO 08-2122-000-0031, AND OWNED BY VSQUARED INVESTMENTS, LLC. AND TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; 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 ACCEPT THE FEE PROPOSAL FROM 300 ENGINEERING GROUP P.A. TO PROVIDE PROFESSIONAL ENGINEERING, DESIGN, PERMITTING SUPPORT, BID AND AWARD, AND ENGINEERING SERVICES DURING THE CONSTRUCTION OF CAIRO LANE, NW 127TH STREET, AND ALEXANDRIA DRIVE AND ENTER INTO A CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR SAME, IN AN AMOUNT OF TWO HUNDRED SIXTY THOUSAND, SEVEN HUNDRED THIRTY DOLLARS ($260,730.00); FURTHER AUTHORIZING AN ADDITIONAL TEN PERCENT (10%) CONTINGENCY BUDGET IN AMOUNT NOT TO EXCEED TWENTY SIX THOUSAND, SEVENTY THREE DOLLARS ($26,073.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by the City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE PURCHASE OF A TRACT OF LAND LOCATED AT 13600 NW 17TH AVENUE (FOLIO 08-2122-018-0200) IN THE AMOUNT OF TWENTY-FOUR THOUSAND DOLLARS ($24,000), TO SERVE AS AN ACCESS EASEMENT FOR THE MAINTENANCE OF PINE TREE LAKE; PROVIDING FOR A CONTINGENCY BUDGET OF THREE-THOUSAND DOLLARS ($3,000); FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE OF SAID LAND, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY AND TO TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** S*ponsored by the City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH HYDRA SERVICE, INC., IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND, FOUR HUNDRED EIGHTEEN DOLLARS AND THIRTY CENTS ($58,418.30), FOR THE DIRECT PURCHASE OF A PUMP AND APPURTENANCES FOR REPLACEMENT OF BURNT PUMP AT STATION #11-C (MASTER PUMP STATION), PUMP #2.; PROVIDING FOR**

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

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR (FY) 2022-2023; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FY 2022-2023; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 9.3500 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR (FY) 2022-2023; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FY 2022-2023; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE SOURCEWELL SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR PUBLIC SECTOR AND EDUCATION ADMINISTRATION SOFTWARE SOLUTIONS WITH RELATED SERVICES AND ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE INSTALLATION AND SUPPORT OF THE FIRM'S ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM, IN AN AMOUNT NOT TO EXCEED ONE MILLION, FOUR HUNDRED THIRTY THOUSAND, TWO HUNDRED DOLLARS ($1,430,200.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY D/B/A THE BRAND ADVOCATES, INCORPORATED FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES PURSUANT TO RFP NO. 22-0614100 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIVE THOUSAND DOLLARS ($105,000.00) PER FISCAL YEAR; PROVIDING**

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

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION NO. 19-9649 TO ALLOW THE CITY COMMISSION TO REVISE THE GUIDELINES FOR THE CITY OF OPA-LOCKA EDUCATIONAL SCHOLARSHIP PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Commission*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ALLOCATE FIFTY THOUSAND DOLLARS ($50,000.00) FOR A SUMMER YOUTH EMPLOYMENT PROGRAM WITH CAREERSOURCE SOUTH FLORIDA, PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Commission*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 IN THE CITY OF OPA-LOCKA FOR THE PURPOSE OF ELECTING A MAYOR AND TWO CITY COMMISSIONERS; FURTHER PROVIDING FOR A RUN-OFF ELECTION, IF REQUIRED, TO BE HELD ON DECEMBER 6, 2022; PROVIDING FOR CONDUCT OF SAID ELECTIONS BY MIAMI-DADE COUNTY ELECTIONS DEPARTMENT (MIAMI-DADE COUNTY); PROVIDING THAT VOTING PRECINCTS FOR SAID ELECTIONS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTIONS; PROVIDING FOR THE FORM OF BALLOT AND REGISTRATION IN ACCORDANCE WITH STATE LAW; PROVIDING FOR VOTER PARTICIPATION VIA VOTE-BY-MAIL IN SAID ELECTIONS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Clerk*

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A CITY OF OPA-LOCKA SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE, PROPOSED AMENDMENTS TO THE CITY CHARTER SECTION 2.3 - "MAYOR AND COMMISSION COMPENSATION"; PROVIDING FOR NOTICE OF ELECTION; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE CITY CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Clerk*

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):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on July 13, 2022).** *Sponsored by City Manager*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Housing Authority and Nuisance Abatement Board
1 individual appointment (Vice Mayor Taylor)
1 individual appointment (Mayor Williams)

Community Relations, Recreation and Activities Board
1 individual appointment (Vice Mayor Taylor)
1 individual appointment (Commissioner Davis)
1 individual appointment (Commissioner Dominguez)

Planning & Zoning Board
2 at-large appointments

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **Free aerobics classes sponsored by Vice Mayor Taylor every Monday & Wednesday from 6 p.m. - 7 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

2. **Feedback Fridays with City of Opa-locka Commissioner Sherelean Bass, every Friday from 4:00 p.m. – 5:00 p.m., Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida.**

3. **City of Opa-locka Human Resources Department presents "Who wants to work Wednesdays" Open House, every Wednesday from 10:00 a.m. – 11:30 a.m., Opa-locka City Hall, 780 Fisherman Street, 1st floor lounge, Opa-locka, Florida. Offering on the spot interviews.**

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

CITY OF OPA-LOCKA

"The Great City"

CLERK'S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
May 25, 2022
7:00 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 7:04 p.m. on Wednesday, May 25, 2022, at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Chris Davis, Commissioner Sherelean Bass, Commissioner Audrey Dominguez, Vice Mayor John H. Taylor Jr., and Mayor Veronica J. Williams. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Bernadette Norris -Weeks and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Vice Mayor Taylor.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

Mayor Williams requested a moment of silence on behalf of the victims of the Uvalde, Texas school shooting

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

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

Commissioner Dominguez pulled Agenda Item number 13-4 from the Consent Agenda.

Agenda Item 13-4 was deferred by Interim City Manager Darvin Williams.

A substitute for Agenda Item 13-5 was introduced.

It was moved by Vice Mayor Taylor, seconded by Commissioner Davis to approve the Consent Agenda.

There being no discussion, the Consent Agenda was approved by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Mayor Williams	Yes

7. APPROVAL OF AGENDA:

Clerk Flores read Add-on Agenda Item 14-1 into the record.

Mayor Williams asked Interim City Manager Williams to state the emergency nature of Add-on Agenda Item 14-1.

Interim City Manager Williams informed the Commission that if the information being requested by the resolution proposed by Add-on Agenda Item 14-1 is not received, it will have a severe and significant fiscal impact for the FY 2020 audit, including the potential of the City being defunded. The Manager reminded the Commission that the deadline for the audit is next week on May 31st. He also pointed out that both he and the previous Manager had requested an extension and it had not been granted.

It was moved by Commissioner Davis, seconded by Commissioner Bass to include Add-on Agenda Item 14-1 on the Agenda.

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

Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

Clerk Flores read Add-on Agenda Item 14-2 into the record.

Mayor Williams asked City Attorney Norris-Weeks to state the emergency nature of Add-on Agenda Item 14-2.

City Attorney Norris-Weeks stated that there have been a number of occasions when the City Attorney's Office is having a problem getting information, in addition to the City Manager involving himself in the affairs of the City Attorney, interfacing with attorneys

who are adverse to the City, persons who have litigation against the City, as well as persons involved with union negotiations. The City Attorney said that she has never encountered these things in her 30 years of practice and that it is preventing the City from being able to perform their duties. She went on to say that she has attempted to bring the matter up individually to Commissioners and is left with no other choice than to try to bring the Item to them for a discussion.

It was moved by Commissioner Dominguez, and with no second, the Item failed to be added to the Agenda.

Mayor Williams asked City Clerk Flores to read Add-on Agenda Item 14-3 into the record.

City Clerk Flores stated that she needed direction from the Commission because Add-on Agenda Item 14-3 was being sponsored by City Manager Williams but City Attorney Norris-Weeks has not yet had the opportunity to review it.

City Attorney Norris-Weeks stated that Add-on Agenda Item 14-3 was just provided to her at the beginning of the Meeting. The City Attorney said that it was an example of what she was explaining during the discussion of the previous Item, with things being prepared and brought forward without her knowledge, adding that she is supposed to review items for legal sufficiency.

Interim City Manager Williams pointed out that there were many people in the Commission Chamber from the Flea Market and he explained that the Emergency Item that he was proposing was to address their needs and concerns. The Manager went on to say that his Office and the City Clerk's Office responds to last-minute requests from the City Attorney's Office all of the time and he added that there is nothing extraordinary about the emergency resolution he was proposing. He concluded by requesting that the Commission move forward with the emergency resolution with the notation that the City Attorney had not provided the documentation for legal sufficiency, so that they could aid the people in the room.

City Attorney Norris-Weeks asserted that she is supposed to be given an opportunity to review and research things, to determine if they're even legal under the City's Code. Ms. Norris-Weeks went on to say that she had never been given an Item prior to a Commission Meeting starting, in the two and half years she has been serving as City Attorney. She also said that she doesn't even know if the request that's being made is a legally valid request that the Commission can even vote upon. The City Attorney concluded by reiterating that it is an example of what she has been dealing with.

Commissioner Bass suggested a recess to allow the City Attorney time to examine Add-on Agenda Item 14-3.

Mayor Williams indicated she would support calling for a recess, if reviewing Add-on Agenda Item 14-3 during that recess, was something that the City Attorney could do.

City Attorney Norris-Weeks stated that she could try to review Add-on Agenda Item 14-3 during a recess, if the Commission chose to do that. The City Attorney added that it would help to be provided a description of what the item could be.

Interim City Manager Williams provided a description of the proposed Resolution. The City Manager also informed the Commission that his Administration is working to find an additional location for the Flea Market vendors, and he said that the Resolution would assist them with the move by waiving all of the fees which are approximately $300 per vendor.

Commissioner Bass asked for what amount of time City Manager Williams was proposing to waive the fees for relocation for the Flea Market vendors.

Interim City Manager Williams pointed out that the proposed Resolution states that the fees required for the Flea Market vendors to relocate, would be waived for a period of 1 year.

City Attorney Norris-Weeks stated that whenever there is a change of occupational license fees, because it is to be generally equally applied to everyone, the City Ordinance does not say that they may be waived by any means other than an Ordinance, which is the means by which it was established. The City Attorney also said that occupational licenses are set forth in Florida Statutes, are specific as to their intent and there is a process to obtain or change the license, with different statutory benchmarks required. She went on to say that given the short period of time, she doesn't know if she can find any case law or examples where something like what is being proposed, has been requested or done legally. City Attorney Norris-Weeks concluded by suggesting that the Commission may want to take some action, contingent upon it being found to be a legal action.

Mayor Williams asked what the repercussions could be if the resolution proposed by Add-on Agenda Item 14-3 was not reviewed for legal sufficiency.

City Attorney Norris-Weeks stated that agenda items are not supposed to come before the Commission if they are not legally sufficient, and she added that it never happens.

Commissioner Davis pointed out that the Commission had a room full of people that had been reaching out to them all week and he recognized that time is of the essence because

the Flea Market vendors have a hard deadline giving them a month to relocate, when many of them have had businesses in the community for over 40 years. The Commissioner stated that he hates to sit on the Dais and see Items come before the Commission without Management having internal conversations so that they can address the matters in a more appropriate way. Wondering if the Item can be brought back before the deadline, he also asked if they could pass the Item contingent upon the City Attorney's analysis waiving the fees for the certificate of use and vendor fees, since he noted that the Attorney had a problem with the occupational license fee.

City Attorney Norris-Weeks suggested that perhaps whoever is over the occupational license division could give the Commission examples of something done in the past and would make the resolution proposed in Add-on Agenda Item 14-3, something that they believe they can do, because she is not aware of that.

Commissioner Davis stated that after hearing the response provided by City Attorney Norris-Weeks, he thinks it is in the best interest of the Commission and the Community, to bring the item back once it's approved for legal sufficiency at a Special Commission Meeting, adding that it is the only option he can think of if the Item is not ready.

Mayor Williams pointed out that the only question on the table is including Add-on Item 14-3 to the Agenda. The Mayor acknowledged that it was unorthodox, but suggested that the Commission could move the Item to the end of the Agenda and asked if that would give City Attorney Norris-Weeks time to go through it, for legal sufficiency.

City Attorney Norris-Weeks stated that she is happy to do whatever the Commission suggests, adding that she can try to look at it between their conversations and try to research it.

Mayor Williams asked if it was the will of the Commission to include Add-on Item 14-3 to the Agenda, pointing out that they have people and vendors there and that it is a state of emergency. The Mayor went on to say that she wants to be able to have something as opposed to waiting 2 or 3 more days, because the business owners don't have days to wait.

City Attorney Norris-Weeks stated her understanding is that the Resolution included in Add-on Item 14-3 proposes foregoing collection and she assumes that is the same as a waiver of a fee. The City Attorney then proceeded to ask if the intent was for the vendors from the Flea Market to be able to operate anywhere.

City Manager Williams stated that he is looking to find another location within the City of Opa-locka for all of the Flea Market vendors, and he said that what he is asking the City Commission to do and is asking the City Attorney to provide legal sufficiency for, is

to free his hands so that the Flea Market vendors will have the capacity to move without the City requiring an exorbitant amount of fees which would present an additional hardship to what they're already facing.

Vice Mayor Taylor asked if including Add-on Item 14-3 could bring any consequences, joining his colleagues on the Commission in noting that the Flea Market vendors were there for answers and they wanted to give them some glimpse of hope.

City Attorney Norris-Weeks suggested that the Commission can certainly include Add-on Item 14-3 on the Agenda and she can review it prior to their vote, to possibly approve it subject to being found to be legal.

It was moved by Vice Mayor Taylor, seconded by Commissioner Davis to add Item 14-3 to the Agenda.

City Clerk Flores read Add-on Item 14-3 into the record.

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

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Mayor Williams	Yes

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

There being no discussion, the Agenda was approved by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Mayor Williams	Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – April 27, 2022

It was moved by Commissioner Bass, seconded by Vice Mayor Taylor to approve Regular Commission Meeting Minutes – April 27, 2022

There being no discussion, the Minutes were approved by a 5-0 vote.

Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

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

There was none

10. PUBLIC PRESENTATIONS:

1. Lixon Nelson, CEO / Employment Consultant of the Alliance Community & Employment Services, Inc. ref: training, education, and career services for individuals with disabilities:

Mr. Nelson introduced himself as the President of the Alliance Community & Employment Services known as Aces which assists individuals with job training and development. He shared that under his leadership, over 100 individuals with disabilities have been served by Aces, with an emphasis on those struggling with mental health. Mr. Nelson explained that he wanted to determine how he could assist the city of Opa-locka and its residents with his services.

Commissioner Davis thanked Mr. Nelson for all that he does in support of the community's mental health, and especially for the disabled community. The Commissioner shared that for the past 2 years, he has served as an educator of special education students, teaching 4th grade and sharing Mr. Nelson's sentiments with that special population. He pointed out that there is a perception about students with autism that their disability hinders them and they're not able to learn, when in fact it is a social disorder and they have varying abilities and are able to do great things, which he sees every day with his students. The Commissioner also thanked Mr. Nelson for bringing his resources to the community, adding that in his former life he worked in the nonprofit sector and he never came across one that had such a specific niche to impact the special education community. Commissioner Davis concluded by encouraging Mr. Nelson to keep up the great work he is doing and he asserted that the City looks forward to working with him.

Commissioner Bass asked Mr. Nelson about other locations/cities ACES has as well as for how long ACES has been a part of the Community.

Mr. Nelson stated that he has been a part of the community his entire life and that he was born with a disability, struggling with dyslexia. He went on to inform the Commission that he is contracted through the State of Florida through the Department of Education for

vocational rehab, and he has been working mainly within South Florida's tri-county region. Mr. Nelson also explained that he had an office in Davie that he had to close due to the pandemic, where he was teaching special needs individuals life skills, job development and changing their mindset to also become entrepreneurs.

Commissioner Bass' followed up by asking if the city of Opa-locka extended its assistance to ACES, if it would help ACES' mission.

Mr. Nelson stated that the economic conditions made Opa-locka a perfect location and that half of the Residents are living with some form of disability, unbeknownst to many of those individuals.

Vice Mayor Taylor recalled having met Mr. Nelson a couple of months ago and shared that he was impressed by the story of how he overcame his physical challenge. Pointing out that May is National Mental Health Month, the Vice Mayor expressed his appreciation for the work that ACES has done, does and will do for the community with disabilities. Recalling that the City joined South Florida School of Excellence for their Autism Awareness parade, he stressed that it is a good thing to bring the type of resources provided by ACES, to Opa-locka and he thanked Mr. Nelson.

Mayor Williams joined her colleagues in thanking Mr. Nelson while acknowledging that mental health is often the elephant in the room that never gets talked about. The Mayor said they know every family suffers from it, and she sees it every day, being in education. She added that from the youngest to the oldest child, those students who suffer with a disability, become adults that end up being turned into the streets.

Mr. Nelson informed the Commission that he also works with Job Corps and the Department of Juvenile Justice, sitting in on their re-entry meetings. He went on to share that he has spoken with students with disabilities who have told him that they don't see too many other employers who are open to sharing that they have a disability like he does. Mr. Nelson explained that ACES exposes students with disabilities to others that look like them.

Mayor Williams thanked Mr. Nelson again and stated that the City looks forward to building a great partnership with him.

2. Rick Beasley, Executive Director of Career Source South Florida to address the Summer Employment Program.

Mr. Rick Beasley introduced himself as the Executive Director of Career Source and shared that he had a conversation with Commissioner Davis. He explained that Career Source is one of 24 workforce boards in the State of Florida that provides employment

training services throughout Miami-Dade and Monroe Counties, with an office right down the street that provides employment training services. Mr. Beasley proposed to partner with the City by leveraging resources to provide the youth who reside in the City with some employment programs. He stated that Career Source South Florida would match the money allocated by the City to assist with the summer employment program and offered an example of $50,000 provided by the City that Career Source South Florida would match. According to the proposal, 40 young people who reside in Opa-locka would be given the opportunity to work with employers from all over the City while being paid $13.88 an hour, which is the equivalent of $28,870 per year. The program would also incorporate a financial literacy component, an employment workshop, and the opening of a bank account with a local bank. Mr. Beasley concluded by stating that it is an opportunity to have the youth in the City working and providing them a way to gain skills while keeping off the streets to keep crime low.

Commissioner Dominguez asked Mr. Beasley about the primary ages of the participants and how the selection process would work.

Mr. Beasley explained that the participants of the programs offered by Career Source typically range from 15 to 24, but most cities prefer a range from 15 to 18. He went on to inform the Commission that a registration portal would be created where individuals would apply strictly online, and a random selection process would take place to choose the 40 participants within the City limits.

Commissioner Davis thanked Mr. Beasley for making his presentation on the Career Source Youth Summer Jobs program to the Commission. The Commissioner stated his intention to propose a future agenda item to direct the City Manager's Office to identify the funding to curb youth summer violence and change their trajectory. He concluded by also thanking Mayor Williams for also being in contact with Mr. Beasley and offering his gratitude to former Mayor Pigatt for being the first to bring the opportunity to the City.

Commissioner Bass asked about the timeline for the Career Source Summer Youth Employment Program.

Mr. Beasley stated that the program would begin July 1st and end on September 25th of 2022.

Mayor Williams recognized her long-standing history of working together with Career Source in high schools, for students in various communities. The Mayor pointed out that jobs, financial literacy, life skills and wealth building all make a difference and lamented that most crime happens because the youth doesn't have anything to do in the summer. She concluded by thanking Mr. Bealey again and asserting that she is on board.

Mr. Beasley concluded his presentation to the Commission by explaining that the sum total of the Career Source Youth Summer Job Program for 40 students would equate to $116,000 in expenses, but they will ask the City to put up just $50,000 with Career Source covering the remaining $67,000 of the cost. He said that he looks forward to seeing the partnership happen with the City of Opa-locka.

11. CITIZENS' FORUM:

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

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

Mayor Williams opened the Citizens' Forum.

Mr. Manuel Perez, who resides at 1125 Peri Street came to thank the Commission for all of the good work that they have done on behalf of the City residents. In 15 years, Mr. Perez said that he has not seen all his Public Works Employees so happy.

Ms. Dorothy Johnson, who resides at 13724 NW 22nd Place informed the Commission that Career Source came from the previous administration. She said that money was always set aside for their summer program, but participants were unable to qualify due to their criminal records. In addition, Ms. Johnson stated that she was very disappointed and concerned that the Planning and Zoning Appeals Board meetings were being recorded but not video recorded. She also informed the Commission that she had previous meetings with vendors at the Flea Market and encouraged them to get as many people to the Commission meeting because she is an unofficial commissioner but still cares about her community. Ms. Johnson said that she gave some of the Flea Market vendors the names of several Commissioners, and thanked those members of the Commission who reached out to them, adding that the vendors were understanding that the other Commissioners who had a busy schedule couldn't reach out to them. She expressed disappointment and dissatisfaction with the comments that were made at the meeting by some board members, suggesting that they work as a team.

Ms. Toroni Mitchell, who resides at 1425 NW 22nd Place stated that most, if not all of the lights at Segal Park are out, with individuals sleeping in the park, including some individuals using microwaves and connecting television sets in the park. Ms. Mitchell said that she believes the conditions in the park are getting worse. On another note, Ms. Mitchell really enjoyed Kipping It Under the Stars, but her only complaint was the lack of people present at the event. She also shared that following the event, Residents could hear gunshots fired in the general area. Ms. Mitchell said that she would like to see Police or Reserve Officers present. She concluded by stating that she would like for there to be a revision of the Parks and Recreation Department's rental deposit reimbursement policy.

She said that she rented a park for an event in March and has yet to receive a refund for her deposit.

Mr. Joseph Carlos, who resides at 1246 Dunad Avenue addressed the announcement of the closing of the Opa-locka Flea Market. He began by thanking the Commission for giving time to those affected by the closure. According to Mr. Carlos, the private company that purchased the priority failed to give proper notice to allow vendors the proper time to remove their merchandise. He said that his issue was with the time frame given to the vendors to relocate. Mr. Carlos stated that they could have given them 6 months after many of the vendors having been with the Flea Market for 40 years. He informed the Commission that some of the vendors had just recently paid large amounts of money to begin establishing their business at the Flea Market, and were not told of the plan to close it. Mr. Carlos went on to say that the decision to close the Flea Market will impact thousands of people. He concluded by thanking the Commission for listening to them.

Mr. Johan Fernandez introduced himself as the owner of an electronics business that has been established at the Flea Market for about seven years. Mr. Fernandez expressed sadness that the Flea Market was closing after 40 years of operation, given that it was the source of support for hundreds of families, most of which are low-income families who are also minorities. He asked the Commission to help those affected by the current situation with the new owners so that they are provided with more time to relocate. Explaining that many of the vendors have huge items in their inventories such as tires, containers, and machinery, Mr. Fernandez pointed out that the moves will be very costly, and they will require time to relocate using the appropriate logistical plans to ensure proper storage. According to Mr. Frenandez, the new ownership is still evicting vendors who cannot meet their monthly rental payments. Mr. Fernandez shared the story of a vendor who had her rent collected, despite the owners knowing they were closing. He also shared that another vendor invested $30,000 - $40,000 in building a whole new space and as soon as they finished construction, they were told they would have to relocate in the next 26 days. Mr. Fernandez concluded by stating that they understand it is private property and they need to leave, but hope that some time can be bought for them to move.

Ms. Sheila Gutierrez who resides at 14460 SW 30th Street, Miami, FL 33175 added her voice in support of her fellow colleagues at the Flea Market. Ms. Gutierrez said that she also came to the Commission Meeting in solidarity with her father who has been a vendor at the Opa-locka Flea Market for 36 years, when the flea market was on the other side. She shared her memories from when she was a child, and her father owned his first tire shop, working 7 days a week and never being home because he was always working. Ms. Gutierrez said that her father's work ethic is what he taught his children who also have

family businesses in the Flea Market. She went on to say that the closure is a huge shock to her and her family, whose financial future was dependent upon the Flea Market. Acknowledging that they knew the Flea Market was going to close, Ms. Gutierrez said that management never confirmed the date and gave conflicting information such as telling vendors they had 2 years left before the Flea Market would close. She shared her concern that the 30-day timeline would make it nearly impossible for vendors to move all their current merchandise inventory, in addition to the new orders that had yet to arrive. Ms. Gutierrez concluded by stating that she hopes that their voices are heard and greatly appreciated the opportunity.

Raphael introduced himself as the owner of an electronics business at the Flea Market. He shared that many of the vendors that provide merchandise to the Flea Market Vendors, are now scared to do business with them. Raphael expressed his understanding that everyone's got to go, but he said that they can't get a permit in less than 30. He concluded by asking that the vendors be given a break.

Margaret Auxaless introduced herself as one of the vendors at the Flea Market for the last 25 years who has done nothing else for employment. She shared that she is a widow with 4 children living with her, along with a mortgage, and other bills to pay. Ms. Auxaless even bought merchandise on the Friday prior to being notified about the closure and being ordered to remove everything the very next day. Additionally, she informed the Commission that the vendors were threatened that if they refused to pay rent during the eviction, that they would be forced out prematurely by the Police within 24 hours of noncompliance. She concluded by stressing that they be given more time.

There being no additional members of the public to address the Commission, Mayor Williams closed the Citizen's Forum.

Vice Mayor Taylor acknowledged that Toronnie Mitchell had addressed the issues with Segal Park including the lighting and homeless sleeping in the park. Pointing out that the issue is a recurring concern, Vice Mayor Taylor inquired about any plans of action to resolve the issue that's been brought on many occasions

Interim City Manager Williams responded by stating that he was unclear on how many occasions the issues at Segal Park have been brought up, given he has only been appointed for 2 months. The Manager went on to state that there will be an agenda item to secure Segal Park scheduled for the second Commission Meeting in June and that the item proposing to secure Sherbondy Park, would be presented during that meeting.

Mayor Williams asked Interim City Manager Williams to respond to the issues presented during the Citizens' Forum.

Vice Mayor Taylor stated that he wasn't done.

Mayor Williams recognized Vice Mayor Taylor.

Vice Mayor Taylor addressed the members of the public who were in the audience and concerned by the closure of the Flea Market by stating that the Commission sympathized with them. The Vice Mayor went on to state that all the Members of the Commission have patronized the Flea Market. He informed each constituent dealing with the closure that the Commission understands what they are going through and that the Commission is going to try its best to help in any way it could. The Vice Mayor reminded them that the Commission's hands are tied because the Flea Market is private property, but he gave them his word that the ownership will hear their concerns and that the Commission would fight to their best abilities to get the issue resolved.

Mayor Williams offered to give everyone on the dais who wanted to comment on the issue of the Flea Market closure, an opportunity to speak.

Commissioner Bass stated that she wanted to echo the sentiments expressed by everybody who spoke before her. The Commissioner shared that beginning 35 years ago, she could remember patronizing the Flea Market on Sunday mornings to get produce for her family. Commissioner Bass offered assurances that the Commission feels their pain and understands their perspectives on the closure, adding that they will do what is within their power, to make sure the transition from the closure to relocation was one that was smooth for all involved parties.

Commissioner Davis acknowledged that the City Manager's Office proposed a resolution to address the relocation of the Flea Market vendors to a new location, but noted that the 30-day timeline provided by the Flea Market owners to the vendors, is not actually addressed in the resolution proposed to be considered later that evening by the Commission. The Commissioner insisted Interim City Manager Williams look at various solutions that would result in the expansion on the 30-day timeline. He also reminded the Commission of past actions taken by Miami-Dade County during the COVID-19 pandemic, including instituting a moratorium on rent. According to Commissioner Davis, the moratorium froze the power that Police Departments have to enforce evictions or the displacement of Residents and Businesses. Commissioner Davis acknowledged that he did not know the legal sufficiency of that, but he expressed his hope that a similar consideration could be explored to help aid these Business Owners in their time of need.

Mayor Williams asked if Interim City Manager Williams could address the issues presented during the citizens' forum.

Interim City Manager Williams began by assuring the Flea Market vendors that they had been heard and stressed that he wanted them to know that he is doing everything in his power to support them. The Manager went on to say that he believes that all the Commission Members would be open to supporting the vendors in every way. He then proceeded to announce that he has already requested a meeting with the current owners of the Flea Market to discuss the extension of the time the vendors need to relocate.

Mayor Williams called for decorum and requested that individuals in the crowd refrain from egging people on to stand up.

Interim City Manager Williams continued by stating that the City understands that the actions being proposed aren't all the Flea Market vendors need, but he assured them that it would be just the beginning. The Manager stated that the 30-day eviction notice is unacceptable and vowed that his administration would bear the weight of his office to get the situation resolved. In addition to the extension, Manager Williams pointed out that the emergency agenda item would be discussed, which would remove any fees connected to a move by the Flea Market vendors to a new location. As an additional step, Interim City Manager Williams announced that his office identified several locations the City would be able to explore as possible sites for the Flea Market vendors to move to, having scheduled the first site visit the following morning with the goal of keeping them within the City of Opa-locka.

Mayor Williams asked Manager Williams if he wanted to address anything else that was brought forth by the public during the Citizens' Forum.

Manager Williams stated that he would like to address each of the issues brought forth by the public during the Citizens' Forum, one by one.

City Attorney Norris-Weeks interjected and offered to explain the provisions of the law to Interim City Manager Williams so that he could curtail his statements based on what could legally be done.

Interim City Manager Williams made it clear that the comments he was about to make when City Attorney Norris-Weeks interjected were not about the proposed Flea Market item, but were simply a response to comments made during the Citizens' Forum. The Manager began with the concerns about the event deposit refund brought up by Ms. Mitchell, explaining that for the last 6 years Opa-locka has been under financial oversight by the State of Florida, requiring the State's approval for any financial expenditures. He stated that he is aware of deposit refund requests, but his office has been awaiting their approval from the State of Florida. Manager Williams went on to announce that his Administration is preparing a plan with tentative review from the State of Florida, to pull Opa-locka out of financial oversight within the next 6 months.

Mayor Williams interrupted applause from the public to remind members of the audience of the City Commission Meeting rules of decorum. The Mayor stated that the Commission understood tensions were high and that she was allied with the concerned Flea Market vendors, but that didn't negate the fact that all parties were still at a Commission Meeting. She stated that though clapping had been allowed during the meeting, as of that point there should be no more clapping, shouting, or standing. If those actions were to continue, Mayor Williams warned that offenders would have to be removed. Mayor Williams then proceeded to ask Manager Williams if he was addressing the concerns expressed during the Citizens' Forum, because she said that she had not heard the State of Florida's financial oversight of the City addressed during Citizen's Forum and it sounded like he was delivering the Manager's Report to the Commission.

Interim City Manager Williams asked for an opportunity to connect the dots for the Commission, explaining that it is important that Citizens were aware of how the financial oversight process functioned because it was impacting his ability to issue the refunds that were discussed during the Citizens' Forum and is an issue that comes before the Dais on a regular basis, adding that he wanted the Residents to understand what his Office is doing to address the issues.

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

There were none

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SSN ENGINEERING, LLC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES; FOR ENGINEERING AND DESIGN SERVICES; FOR THE CONSTRUCTION AND INSTALLATION OF AN 8-FOOT WROUGHT IRON FENCING AND ENTRY GATE SYSTEM FOR SHERBONDY PARK, IN AN AMOUNT OF ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS ($195,000.00); FURTHER AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET OF NINETEEN THOUSAND, FIVE HUNDRED DOLLARS ($19,500.00); 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 ACCEPT THE EMERGENCY FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. FOR REHABILITATION OF HISTORIC CITY HALL AND ENTERING INTO THE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT OF ONE HUNDRED TWENTY-THREE THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS, ($123,750.00); 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, ACCEPTING THE PROPOSAL OF ATKINS NORTH AMERICA, INC. FOR AMERICAN RESCUE PLAN ACT (ARPA) FUNDING CONSULTING SERVICES UNDER RFQ NO. 22-0422100; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PUSH-BUTTON INTERSECTIONS IMPROVEMENT (MIAMI-DADE COUNTY RPQ #20190236), AND ENTERING INTO AN AGREEMENT WITH H&R PAVING, INC. TO INSTALL A FRENCH DRAIN, STORM DRAIN CATCH BASIN (J TYPE) SYSTEM AND POLLUTION RETARDANT BAFFLES ALONG NW 147TH STREET, WITHIN THE CITY OF OPA-LOCKA, TO MITIGATE FLOODING EVENTS ON THE STREET, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTEEN THOUSAND, EIGHT HUNDRED FORTY-ONE DOLLARS ($218,841.00); FURTHER AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET, IN A TOTAL AMOUNT NOT TO EXCEED TWENTY-ONE THOUSAND, EIGHT HUNDRED EIGHTY-FOUR DOLLARS ($21,884.00); PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ISSUE A CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 806 JANN AVENUE TO ALLOW FOR THE REPLACEMENT OF THREE WINDOWS ON REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

14. NEW ITEMS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REQUIRING THE CITY ATTORNEY TO SUBMIT THE REQUIRED ITEMS AS DELINEATED IN THE BODY OF THE LEGISLATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

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

Mayor Williams asked Interim City Manager Williams to introduce Add-on Agenda Item 14-1.

Interim City Manager Williams pointed out that he has a fiduciary duty to protect the City of Opa-locka in consideration of its fiscal needs.from further fiscal punishment. The Manager made it clear that many of the challenges pre-dated his Administration, and that the purpose of the resolution was to secure the appropriate information and invoices from the City Attorney. He stated that after the completion of an organizational audit, it was realized that the City Attorneys' outside litigation invoices were almost two years behind, including outside litigation bills that were submitted by her firm at an average rate of $15,000 - $20,000 a month, which he calculates is an outstanding unverifiable liability of $372,000. The resolution, according to the explanation provided by Manager Williams, is intended to secure the outstanding invoices from February of 2021 to date. He expressed that these documents are necessary for the City to move forward with the budgetary process and for financial liabilities to be managed.

It was moved by Commissioner Davis, seconded by Commissioner Bass to discuss agenda item 14.1

Manager Williams asked Financial Consultant Gerri Lazarre to speak about the needs for the audit for fiscal years 2020 and 2021.

Financial Consultants Gerri Lazarre and Sandra Bridgeman began by explaining that they are required to ensure that the city follows the guidance of the government accounting standards board as well as the financial accounting standards board. Ms. Lazarre explained that those 2 entities provide guidance on how to present information in financial statements, as well as how to disclose information in financial statements. She went on to explain that one of the items they are having to look at are contingent liabilities which are long-term risks and need to be accounted for in the financial statements. Ms. Lazarre informed the Commission that in order to put that together, they need to work with the City Attorney to get an idea of what claims or litigation may be out there and what they look like. She stated that the information was requested back in October of 2021 and the response from the City's Attorney's Office in November 2021 was that the information would be submitted in a week. When they did not receive the information, Ms. Lazarre said that she sent another email in January requesting a follow-up. She went on to share that when the new City Manager came on board, her team reached out and informed him that they were having some trouble getting the information. Ms. Lazarre stated that through their email communications, they were told that the information had been provided, despite her saying that it had not been. According to Ms. Lazarre, a meeting with the City Attorney's Office was requested, leading to several conversations about the missing documents, but those still did not lead to the documents in question being provided. She then said that after a Zoom meeting with the City Attorney's Office, an email was sent outlining what was pending, which was responded to but they were unable to understand and reconcile the Attorney's response. Providing an exhibit to the Commission, Ms. Lazarre showed them what the Finance Department had provided the City Attorney with to outline what was pending, and she asked them to compare it to the document that the Attorney provided. Citing the example of a settlement case for which the City Attorney provided some information, Ms. Lazarre said that the Finance Department was told that the case was ongoing for the purposes of conducting a settlement related to property deeds, but was also told that the case was dismissed in January 2021 and that the settlement included only the transfer of City property and that it had it had all been conveyed, which she said led to additional questions such as the value of the conveyed property and she said that information is still pending or is not clear. She did acknowledge and expressed her appreciation that the City Attorney had provided some documents directly to the auditors in response to their request, including all of her invoices for FY 2020 which they had just received, despite still not having the information to prepare for the FY 2021 audit.

Financial Consultant Sandra Bridgeman began by stating that she thinks it's a matter of communication, adding that they tried to make it easier so that they could move forward. She said that there are a couple of items that may appear minor, but the example provided related to the property is an issue because depending on the value, they will have to add or delete and it will affect other entries as well. Ms. Bridgeman informed the Commission

that one of the most important things was the inclusion of a sum total of the liability, but she noted that when the documents were returned to them, the total was not there. She concluded by stating that the reason the item is still open is because it is not complete in its form.

Financial Consultant Gerri Lazarre offered her assurances that the Finance Department was willing to work with the City Attorney to get the information together.

Mayor Williams asked City Attorney Norris-Weeks to address the concerns that were raised by the Finance Department.

City Attorney Bernadette Norris-Weeks began stating that she had specifically written in the format requested in the email that was sent just yesterday. The City Attorney went on to say that the attachment is the same one that she has been providing for the last couple of years, and she said that it was fine. She went on to say that the Zoom call referred to by Finance Consultant Gerri Lazarre and Sandra Bridgeman was a suggestion that the Attorney had made and she said they had other meetings during which they went line by line. The Attorney also said that the Finance Department adds up the values. She then acknowledged that there were problems with the property transfer, despite the fact that the case had settled. Addressing the concern that was raised about the value of the property, Ms. Norris-Weeks said that she had suggested that the Finance Department could take the values from the Miami-Dade Property Appraiser's website. The City Attorney then proceeded to point out that when the issue was initially presented as something that needed to be done, it was in connection with the audit, but she said that this wasn't even a 2020 issue and thus would not have impacted the audit currently being completed. She stated that once she saw the situation escalating with the Financial Consulting Team, the City Attorney began to copy the Members of the Commission in her emails. Ms. Norris -Weeks communicated that the exhibits the Commission was looking at were completed in March and she added that most of the things on the sheet have to do with legal work covered under the $25,000 deductibles charged by the Florida League of Cities. City Attorney Norris-Weeks stated that she did everything that she could to avoid having this issue come before the Commission because she doesn't think it is necessary, adding that Manager Williams could have instructed his Staff to work through these issues. She said that she suggested talking and meeting with the Finance Department weeks ago and got nothing back from them. City Attorney Norris -Weeks, reminded the Members of the Commission that some of them told her earlier that morning that they wanted this resolved, and she said that she reached out and was told that they would get back with her but never did. Ms. Weeks expressed her feeling that these actions were retaliatory because she tried to stand up for her firm and get information that she needed. Normally, she said that what happens in all cities is that outside auditors would send a letter based on a threshold amount. The City Attorney said

that she is hearing that representations were made in meetings with the City Commission, that something is needed by the State of Florida by Friday, but she said that nobody communicated that to her. Asserting that the process she is being asked to follow is not required anywhere and if they were going to talk about bills being late, she said that Ms. Lazarre's bills are late. City Attorney Norris -Weeks expressed her opinion that Interim City Manager Williams wanted to highlight for the Commission that her bills are late, not that she is not doing the work. She went on to explain that her bills were late because she goes through each of the bills and charges the City for 1 attorney doing 1 thing, instead of billing for the 5 attorneys from her firm who are doing work for the City. City Attorney Norris-Weeks concluded by asking what more she could do.

Mayor Williams asked Financial Consultant Gerri Lazarre what is needed from City Attorney Norris-Weeks.

Financial Consultant Gerri Lazarre stated that they need City Attorney Norris Weeks to go through the list she was given and provide the information as clear as possible.

City Attorney Norris-Weeks asked what information she needed to provide.

Vice Mayor Taylor asked that the item be deferred because there seems to be a communication issue.

Commissioner Davis stated that it came to his attention a few weeks that a concern that was highlighted initially during the City's last financial emergency board meeting on December 15, 2021, relative to the billing of outside litigation fees from the City Attorney's Office has not been resolved. The Commissioner stated that he and his colleagues have received numerous correspondence via emails between the City Manager's Office and the City Attorney's Office regarding this issue. To mediate the matter in a transparent and professional way, Commissioner Davis said that he requested a Special Commission Meeting so that they could have the discussion in a public forum, make the community aware of the issue and provide an opportunity for them to weigh in, after several failed attempts to resolve the matter privately and internally. The Commissioner said that he also took the time to confirm with the State of Florida's Auditor General's Office yesterday that this is still an issue. He said that it was stated to him that nothing has been done to address the concerns raised initially on December 21, 2021, at the last meeting that was held with the State of Florida financing financial emergency board members of the City Commission both past and present. Commissioner Davis went on to say that at least 2 City Managers and the Auditor General's Office shared the same concerns regarding the expenditure of outside legal fees and accurately budgeting and managing its fiscal impact. At his request, the Commissioner said that a Special Commission Meeting was confirmed by the Clerk's Office on May 23, 2022. Having received the confirmation via phone call the very next day, the call stated that

there was no longer a quorum present and that members of the Commission asked that their availability for the previously confirmed meeting not be disclosed to the Board Member requesting the meeting. He also stated that he requested an official opinion from the City Manager's office as to the legal sufficiency of the statement, but that has yet to be provided. Earlier that day, Commissioner Davis shared that he received the email from the Office of the City Attorney corresponding with the Finance Department, asking the reason why outside of the monthly retainer of sixteen thousand dollars, why outside legal fees that are not yet realized or quantified for this fiscal year and beyond in the City's financial audits and budgeting process, specifically needed to be provided to them. He said that he received communications from both the State of Florida and the City's Finance Department that have stated that the outside legal fees and the overall analysis of various legal determinations, in fact needed to be provided in addition to the outside legal fees for the City Attorney's Office, dating back to the period from January 2021 to April 2022, as their offices have not received any communication from the Attorney's Office referencing billing since that time. Commissioner Davis went on to say that the current City Manager has asked for those documents in good faith several times as demonstrated through emails on which all members of the Commission were copied, further noting that it's clearly outlined in the Attorney's service contract and requested by several other sources tasked with managing the City finances. He stated that he is troubled and wants to know why this issue was previously presented in December 2021 at the last financial emergency board meeting but it still has not been resolved and is creating even more of a financial burden on the City, as budget protect projections have not been received for outside legal fees for the upcoming fiscal year that's approaching FY 23 ahead of the budget season which is slated to start in July of this year in addition to the City not receiving information relative to the FY 20 audit. Pointing out that paragraph 4 of the Attorney's professional service contract stipulates that it is her firm's responsibility and duty to prepare a proposed budget within 60 days of any litigation matter, Commissioner Davis said that because that is not taking place, it makes it extremely hard as Elected Commission Members of the City to fulfill their fiduciary and chartered responsibility to manage debt, ensure that the City has an annual independent audit with clean opinions, and a balanced budget. In addition to not receiving those financial documents to make adequate financial and budgetary decisions on behalf of the Residents they represent, the Commissioner Davis said that they also have an issue without accurately quantifying the fiscal impact of all legal cases dating back to September 30 2020. Acknowledging the current practice that litigation matters are brought to the City Commission on an individual basis and at shade meetings, to provide direction, he asserted that it's imperative that the City receives a comprehensive fiscal analysis, including total amounts, as legal decisions and outcomes ultimately have a fiscal impact that must be realized before the City can make any financial decisions for the upcoming fiscal year. Ahead of the budget season, Commissioner Davis expressed his hope that these

documents can be provided so that the City can effectively and officially move forward in a way that is productive for Residents and upholds a culture of financial accountability that preserves the fiscal integrity of the City, ensuring that it remains financially solvent, as it is still in a state of financial emergency, which they would like to come out of soon.

City Attorney Norris-Weeks expressed her feeling that she is being used as a political ping pong, adding that it is unfortunate and unfair. The City Attorney stated that some of the things said by Commissioner Davis were just inaccurate, but she said that she won't go through them because he is her boss. She went on to point out that the City's liability has gone down each month, the bills for litigation expenses have been well below $20,000 and are going down as they have been able to settle cases and have other cases dismissed or put out for summary judgment. expressed her discontent given the number of services her office was able to provide at a bargain to the city of Opa-locka.

Interim City Manager Williams clarified that Financial Consultant Gerri Lazarre's bills are up to date and he said that City Attorney Norris-Weeks is factually incorrect, and it is the Manager's Office that has the authority to make that statement.

City Attorney Norris-Weeks stated that she was told that Financial Consultant Gerri Lazarre was late on her bills.

Interim City Manager Williams said that he didn't know where City Attorney Norris-Week gets her information.

Mayor Williams reminded everyone that they were speaking in a public setting.

Interim City Manager Williams agreed with Mayor Williams on the importance of keeping in mind the public setting they were in, and he lamented that the email from City Attorney Norris-Weeks was the most unprofessional one he has ever received.

Mayor Williams proposed that they vote on the item because the discussion was counterproductive and they were not going to get anywhere.

City Attorney Norris-Weeks stated that if the Commission votes to pass the resolution proposed by Add-on Agenda Item 14-1, she would not be able to produce all her bills by the end of the month.

Commissioner Davis reminded the Commission that they are to operate in the sunshine, which is why he asked for a Special Commission Meeting so they could have this discussion in public. The Commissioner asked how they intend to solve the issue. He also reiterated that it is not a new issue, because it is the same thing that was said at the City's last financial emergency board meeting, and is also being said by the Finance

Department, concluding by stating that the notion that what he is saying is misleading, is preposterous.

Mayor Williams assured Commissioner Davis that she understands that it is their responsibility to have this discussion if it is the will of the Commission, but she just wants to re-establish decorum and not have 2 Charter members engaged in a boxing match.

Commissioner Dominguez noted that they aren't getting anywhere and urged the City Attorney to meet with the City Manager to figure out what each of them want.

City Attorney Norris-Weeks stated that she is willing to meet City Manager Williams to and has been.

Vice Mayor Taylor called for a motion to close the debate on Add-on Agenda Item 14-1 and call for the question, and it was seconded by Commissioner Dominguez.

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

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Mayor Williams	Yes

As Clerk Flores began the roll call for the approval of Agenda Item 14-1, Commissioner Bass said that she could not vote on the Item without knowing what would happen if the City Attorney did not provide the documentation being required of her.

Mayor Williams asked Clerk Flores for clarification on whether her understanding of Robert's Rules of Order was correct that they are not able to stop a vote to consider Commissioner Bass' question in the middle of a vote on the Item.

Clerk Flores confirmed that Mayor Williams was correct.

Commissioner Bass left the Dais and said that she would return after the Commission voted on the Item.

Mayor Williams asked if she has to follow Robert's Rules of Order as the Chair of the Commission.

Clerk Flores stated that Mayor Williams' question about the requirement for her to follow Robert's Rules of Order as the Chair of the Commission, would be a question for City Attorney Norris-Weeks.

City Attorney Norris-Weeks stated that generally speaking, the Commission would vote, but she said that if there is a question, it is up to the discretion of the Chair of the Commission to decide if it should be considered.

Mayor Williams stated that as the Chair of the City Commission, it is her will to consider Commissioner Bass' question prior to continuing the vote on Add-on Agenda Item 14-1.

Commissioner Bass returned to the Dais and stated that she just needs an answer before she votes, to her question about what would happen if the City Attorney does not provide the documentation being required of her.

Interim City Manager Williams reminded the Commission that both he and the previous Interim City Manager had requested extensions on the 2020 audit without any response. The Manager assured the Commission that this is not personal to him, and reiterated that the issue has been ongoing with the first request for the documents from the City Attorney being sent on October 15th. He stated that he has never copied a member of the Commission in his emails to the City Attorney and has made every effort to resolve the issue professionally, including having his Staff design the spreadsheet that was referred to. The Manager reminded them that they are out of time because the deadline for the FY 2020 audit is May 31st.

City Attorney Norris-Weeks asked if anyone heard Financial Consultant Gerri Lazarre state that she has everything from the City Attorney for the 2020 audit, and she noted that is what the auditor said as well.

Commissioner Davis made a point of order, noting that the Commission had a group of business people come to the meeting and they haven't even gotten close to their item. Stating that he wants to get to the business of the people, he asked Mayor Williams to move the agenda along.

There being no additional discussion, the motion to approve Add-on Agenda Item 14-1 passed by a 3-2 vote.

Vice Mayor Taylor	No
Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Mayor Williams	No

City Attorney Norris-Weeks asked for reconsideration of the motion, stating that there is no way she can physically do what is being asked, and she said that Interim City Manager Williams knows that.

Mayor Williams stated that the Commission has to move along with the Agenda.

3. AN EMERGENCY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER, DARVIN WILLIAMS, TO REFRAIN FROM HOLDING HIMSELF OUT AS AN ATTORNEY REPRESENTING THE CITY OF OPA- LOCKA; REQUIRING WILLIAMS TO ACT PROMPTLY TO PROVIDE INFORMATION NEEDED FOR LITIGATION DEFENSE MATTERS AND OTHER CITY BUSINESS; REQUIRING WILLIAMS TO REFRAIN FROM ENGAGING IN IMPROPER BARGAINING UNIT NEGOTIATIONS AND ANNOUNCEMENTS OUTSIDE OF SCHEDULED BARGAINING MEETINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

Mayor Williams asked Interim City Manager Williams to introduce Add-on Agenda Item 14-3.

Interim City Manager Williams stated that the purpose of this item is to provide his Office the ability to facilitate and support the vendors of the Flea Market. The Manager explained that he had to bring this before the Commission as an emergency item because the events impacting the Flea Market vendors were just unfolding and he wanted to be able to address the vendor's needs and offer them support. In anticipation of the vendors coming to the Commission meeting, the Manager said that he wanted to have something prepared for the Commission to vote on, so the vendors would know what he already knows, that every Member of the Commission supports those Flea Market vendors. He said that this would be a first step to help them relocate, and would provide them the ability to relocate quickly without incurring fees either to the new Flea Market location that his administration is working to identify, or to their own location within the City.

It was moved by Commissioner Davis and seconded by Commissioner Bass to discuss Add-on Agenda Item 14-3.

Commissioner Dominguez asked how many Flea Market vendors the City would assist and what the financial impact would be.

Interim City Manager Williams informed the Commission that he performed a fiscal impact study that estimated that there are approximately 714 vendors at the Flea Market with the total exposure being about $259,000 if all 714 vendors take advantage of the opportunity to have their fees waived for a business license certificate, certificate of use,

water and sewer verification; mechanic inspection, electrical inspection, plumbing inspection and code enforcement inspection. The Manager stated that the actual expected liability of his proposal is just $65,000 with the anticipation that 175 Flea Market vendors will actually take advantage of the opportunity.

City Attorney Norris-Weeks informed the Commission that they should consider Florida State Statute 205.162, which she said allows business tax receipt waivers for individuals who are 65 years or older, disabled veterans, widowed spouses of a disabled veterans, widows with minor dependents, and veterans who have been honorably discharged. The City Attorney also found in the Opa-locka' City Code that the site where a flea market has to operate must be at least 25 acres, as specifically outlined in the Zoning Code.

Commissioner Davis stated that after hearing City Attorney Norris-Weeks' opinion, he would be in favor of moving forward with the agenda item without including the waiver of the business license or business tax receipt. The Commissioner suggested that the best way to move forward would be to exempt individuals classified as federal and state protected classes.

City Attorney Norris-Weeks recommended that the Commission could allow for the exemptions set forth in Florida State Statutes 205.162. The City Attorney went on to say that she doesn't know if the other proposed fee waivers would be legally sufficient because she doesn't know what the City's Code states about each of those fees. She suggested that someone from those City Departments that typically collect those fees, may be able to tell the Commission what issues might stand in the way. City Attorney Norris-Weeks concluded by stating that she does not want to tell the Commission to go ahead and vote on the resolution proposed by Add-on Agenda Item 14-3 because she has not had time to do research on it.

Mayor Williams thanked Manager Williams for taking the necessary steps to do something, because something needed to be done. The Mayor shared that she was inundated with emails and she attempted to respond to a few. She concluded by thanking the Manager again for bringing the Item before the Commission on an emergency basis, adding that it shows that he's here for the Community.

Commissioner Davis asked for guidance from City Attorney Norris-Weeks for his proposed amendment to the waiver for business licenses included in the resolution, with special exceptions for the protected classes. The Commissioner pointed out that in the group of Flea Market vendors that spoke before the Commission earlier, a significant amount of those business owners may fall into one of the protected classes and the City may be able to still provide them the resource.

Before roll call, Commissioner Davis wanted to put a motion on the floor that includes the item contingent upon um the business license because he would not want to vote on the item with business licenses included given City Attorney Norris -Weeks opinion on the legality of the item before the commission which the manager agreed to the amendment.

Interim City Manager Williams agreed to accept Commissioner Davis' proposed amendment of Add-on Agenda Item 14-3.

City Attorney Norris-Weeks recommended that the Commission consider passing Add-on Agenda Item 14-3, subject to the exemptions outlined in Florida Statutes 205.162 and as otherwise permitted by Florida law. The City Attorney once again suggested that City Staff may be able to give the Commission additional information.

Interim City Manager Williams stated that he believes the fee waivers proposed by Add-on Agenda Item 14-3 are self-explanatory and offered to take any questions from the Commission himself. The Manager concluded by pointing out that stating the City is not going to collect a fee, does not mean the work will not be done.

Vice Mayor Taylor asked that the proposed amendment to Add-on Agenda Item 14-3 be read into the record.

City Attorney Norris-Weeks stated that the amendment would read "subject to the exemptions outlined in Florida Statutes 205.162 and other applicable provisions of Florida law."

It was moved by Commissioner Davis, seconded by Vice Mayor Taylor to amend Add-on Agenda Item 14-3.

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

Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

There being no further discussion, the motion to approve Add-on Agenda Item 14-3 as amended, passed by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes

Commissioner Bass	Yes
Mayor Williams	Yes

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ABOUT THE STORAGE OF BOATS AND WATERCRAFT VESSELS; AMENDING ARTICLE V, SECTION 22-114, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING FOR CERTAIN DEFINITIONS; REQUIRING OWNERSHIP OR LEASE OF PARKED BOATS ON RESIDENTIAL PROPERTY; PROHIBITING ENCROACHMENT OF BOATS UPON ANY PORTION OF THE FRONT YARD; PERMITTING ONLY MINOR AND NOISELESS REPAIRS OF BOATS; PROHIBITING BOAT TRAILERS USED FOR LIVING OR SLEEPING QUARTERS; PROVIDING FOR A REGISTRATION PROCESS FOR BOATS AND PERSONAL WATERCRAFT; AMENDING CHAPTER 7, THE ARTICLE I, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD NEW NUMBER 105 ESTABLISHES A $100 FEE FOR BOATS AND WATERCRAFT VESSELS PERMIT REGISTRATION; AMENDING SECTION 2-570.33 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ESTABLISHES A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Williams*

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

Mayor Williams introduced Agenda Item 16-A-1 by stating that it's pretty self-explanatory and is the first item she sponsors to deal with this issue, and will introduce the second one soon. The Mayor went on to say that in the midst of the City's beautification projects, she wants to make sure that if residents own watercraft, that they are registered. She also said that it is something most cities do. She also shared that during the Mayors Roundtable that she attended, she learned that people are using boats and trailers to live in, and the proposed legislation includes a provision against taking up residence inside of a watercraft. Acknowledging that people are doing whatever they can to survive through the housing crisis, she urged her colleagues on the Commission to consider that when a family that lives in a home has additional people living on a boat that is parked on their property, they are overextending the City's resources. Mayor Williams concluded by proposing an amendment to include a warning before a resident is cited for being in violation of the proposed watercraft ordinance.

Mayor Williams opened Public Hearing.

There being no members of the public to address the Commission, Mayor Williams closed Public Hearing.

It was moved by Commissioner Davis, seconded by Vice Mayor Taylor to discuss Agenda Item 16-A-1.

Vice Mayor Taylor stated that he understands the resolution but said he can't support it in good conscience, considering the current economic crisis. The Vice Mayor also said that he doesn't think taking punitive action against the City's Residents is wise, considering how high gas prices are. He acknowledged that $100 may not be a lot of money to some people, he said they need to consider that the City's average income is $16,000 per year in addition to the fact that Opa-locka has the highest taxes in Florida.

Mayor Williams stated that fueling a watercraft takes a lot more money than $100 as a yearly assessment. The Mayor asserted that she is not going to allow for it to be known that she is not looking out for those who don't have the money in a recession, stressing that watercrafts are a luxury. She encouraged her colleagues to consider that multiple mayors have said that this is what's happening with watercrafts, in addition to the City's Code Enforcement Department and Police Department being

overextended because she said they can't even drive through the streets half the time because of the watercrafts.

Commissioner Dominguez also voiced her concerns about the proposed watercraft ordinance, stating her opposition to adding another free on top of the cost that watercraft owners already pay for their license. The Commissioner added that she would not support the ordinance because of the increased burden it would place on the Code Enforcement Department which she is pretty sure doesn't have the manpower to go to each resident to determine if they have a boat. She concluded by stating that the proposed watercraft ordinance would disproportionately affect Hispanic constituents at a higher rate than any other demographic.

Mayor Williams addressed Commissioner Dominguez's concerns by reassuring the commissioner that race did not play a factor in her proposal for the watercraft ordinance.

There being no additional discussion, the Ordinance passed First Reading with a 3-2 vote.

Vice Mayor Taylor	No
Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	No
Mayor Williams	Yes

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE REQUEST OF 3805 NW 132 STREET, LLC. TO REZONE THE PROPERTY LOCATED AT 3805 NW 132ND STREET, IDENTIFIED BY FOLIO 08-2129-010-0090, FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY, IN THE I-3 ZONING DISTRICT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 16-A-2.

Interim City Manager Williams asked Director of Planning & Community Development Gregory Gay, to introduce Agenda Item 16-A-2.

Director of Planning & Community Development Gregory Gay began by reminding the Commission that the ordinance proposed by Agenda Item 16-A-2 was brought before them about a year and a half ago and would approve the construction and demolition of a recycling facility. Mr. Gay The facility is in an I-3 industrial area of the City of Opa-locka, but the zoning change from I-3 to I-2 which was not initially approved, would allow for the construction and demolition recycling operation within a wholly enclosed building. Reminding the Commission that the Item originally failed by a 2-2 vote, a year later, the people representing the company have requested reconsideration of the item. Mr. Gay concluded by informing the Commission that the Staff of the Planning & Community Development Department, recommends approval of Agenda Item

Mayor Williams opened Public Hearing for Agenda Item 16-A-2..

Ms. Hope Calhoun introduced herself as the attorney for the applicant requesting the zoning change being proposed by Agenda Item 16-A-2. Attorney Calhoun reminded the members of the commission that when the Item was last before the Commission, the site plan and development agreement were approved because the Commission wanted to do what was in keeping with the City's Code. She assured the Commission that the City Staff from the Planning & Community Development Department opined that their rezoning application complies with City Code and meets all 3 criteria established for approving a rezoning were all met. Attorney Calhoun went on to also point out that their rezoning application would downzone the property so that they can wholly enclose the construction and debris business in a building and thereby improving the property and benefiting surrounding businesses as well.

There being no additional members of the public to address the Commission, Mayor Williams closed Public Hearing for Agenda Item 16-A-2.

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

Commissioner Davis provided a brief history of the item to explain his original opposition to the proposed zoning change. The Commissioner explained that the applicant is requesting to rezone the property because

they are proposing a use that is not permitted on that property, and he said that he would prefer to not continue over-saturating the City with scrap and construction businesses because they don't have anything like major grocery chain in the City.

Attorney Calhoun pointed out that the permitted uses for I-3 and I-2 are almost identical. She reiterated that the property is currently zoned I-3 and is requesting to down zone it to I-2, so that they can operate within a wholly enclosed building. Ms. Calhoun asserted that the Commission wouldn't be introducing a new use to the district but actually allowing an improvement to the district. She also pointed out that the property is in an industrial area and is not in a location where a grocery store is going to be located. Additionally, Ms. Calhoun said that the property currently has an open air parking lot, and the developer is proposing to have an enclosed building that can service existing businesses in the City.

Mayor Williams recalled that she was wholeheartedly against having this in the City and she said that she completely understands Commissioner Davis' concerns. The Mayor proceeded to ask Planning & Community Development Director Gregory Gay if the property is already zoned I-3, if the developer could technically build an open air structure despite the preference to build the wholly enclosed structure.

Planning & Community Development Director Gregory Gay explained that the property applying for re-zoning is technically in an industrial area based on its current zoning and land use. Mr. Gay confirmed that the difference between being zoned I-2 instead of I-3 as is being requested by the applicant, is that under I-2 zoning, they will be able to operate under a wholly enclosed structure, which he said would be a greater benefit to the City overall and is why his Department recommended approval.

Vice Mayor Taylor thanked Planning & Community Development Director Gregory Gay and Attorney Hope Calhoun for clarifying the difference between the I-3 and I-2 zoning, adding that he would rather see it enclosed.

There being no additional discussion, the Ordinance passed First Reading with a 3-2 vote.

Commissioner Bass	Yes
Commissioner Davis	No
Commissioner Dominguez	No

Vice Mayor Taylor	Yes
Mayor Williams	Yes

Commissioner Dominguez stated that she has been totally confused about everything that has passed and would like to reconsider her vote on Add-on Agenda Item 14-1.

It was moved by Commissioner Dominguez, seconded by Vice Mayor Taylor to reconsider Add-on Agenda Item 14-1.

There being no discussion, the motion failed by a 3-2 vote.

Commissioner Davis	No
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	No
Mayor Williams	No

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

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

Interim City Manager Williams began by thanking everyone for supporting the City Employees at the Employee Appreciation Events over the week. The Manager then went on to point out that at the start of his term, there were many Department Head vacancies with no Assistant City Managers, Chief of Police, Director of Finance, Director of the Community Redevelopment Association, Director of Capital Improvements Projects, Director of Building & Licensing, in addition to the City losing its Information Technology Director and not having a permanent Parks & Recreation Director. Manager Williams said that his first goal was to put people in place that could get the jobs done so that the City could move forward and he proceeded to acknowledge Ms. Zonya Ray for her hard work as the Interim Parks & Recreation Department Director, and promoted her to the full position as Director. He then introduced Police Chief Israel to provide an update on the City's Active Shooting Training.

Police Chief Israel began by mourning the loss of the innocent lives of the students in Uvalde, Texas and he asked how many moments of silence we will have to have for fellow dead Americans, asserting that it has to end. The Chief informed the Commission of his Active Shooter Training initiative for all police officers, the Commission, and the public. He explained how the program is based on principles developed by the Federal Bureau of Investigations, which are designed to quicken the Police Department response and help the community learn tactics that can save lives.

As an elementary school educator, Commissioner Davis recognized how somber of a day it was as the nation mourned the children killed in the mass shooting in Uvalde, Texas. The Commissioner expressed his hope that under Police Chief Israel's administration, that the Police Department will receive the trainings that are part of Chief Israel's initiative, so that they are more responsive to preserve the safety of residents and businesses.

Vice Mayor Taylor thanked Police Chief Israel for hitting the ground running. In speaking about the importance of public safety, the Vice Mayor also asked Interim City Manager Williams to address the lighting issue at Sherbondy Park.

Commissioner Dominguez addressed the concern raised by Ms. Toroni Mitchell about the 3 shots that were heard during the Kipping It Under the Stars Movie Night.

Police Chief Israel recommended that all requests for law enforcement presence at events go through the City Manager, so that the Chief can create a plan of action based on the direction given through the Manager's Office. He also recommended that any time there is an act of violence that needs to be reported, that the first call should be to 9-1-1 to ensure that the system that is in place to respond is fully executed as quickly as possible and to ensure the safety of everyone involved.

Mayor Williams welcomed the Commission to join her in wearing orange on June 3rd to commemorate Gun Violence Awareness Day including a trip with 100 students to Marlins Stadium sponsored by Commissioner Bass and Mayor Williams. The Mayor also announced that the Marlins had specifically asked for Chief Israel to join them to be honored at the stadium.

Interim City Manager Williams invited Parks & Recreation Department Director Zonya Ray to inform the Commission about the official opening of the City's pool.

Parks & Recreation Director Zonya Ray announced that the City of Opa-locka will host its first Memorial Day Pool Party on Sunday to kick-off the summer program. Director Ray concluded by sharing her vision for outreach to the community to get everyone involved in the City's parks instead of traveling outside of the City, with the goal to get them to come back home.

Interim City Manager Williams recognized the importance of summer activities for the youth, considering that Opa-locka is a high density City that suffers from a lack of resources. The Manager informed the Commission that the first priority he gave to Ms. Zonya Ray was to get the pool open before the school year ended and he commended her for getting the job done well.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

1. City Attorney Norris-Weeks encouraged the City to take action to ensure that it receives the funding available from the Opioid Settlement Agreements through the Attorney General's Office.

2. It was moved by Commissioner Davis, seconded by Vice Mayor Taylor to direct the Interim City Manager Williams to identify funding for a $50,000 grant for the summer employment program with Career Source, to be sponsored by the Mayor and Commission.

   Mayor Williams stated that she liked the proposed grant proposal and expressed her hope that an even larger grant than $50,000 could be found by the grant writing agency which she said had not produced any grants for the Commission as of yet.

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

Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

3. It was moved by Vice Mayor Taylor, seconded by Mayor Williams to repeal the Future Agenda Item ordinance.

   Commissioner Davis recognized that the original intent of the Future Agenda Item ordinance was to be efficient, but expressed support for Vice Mayor Taylor's proposal to repeal it because if the work he was able to get done in the 11th hour when Miami-Dade County allowed the City of Opa-locka to apply for CARES Act funding, the City would not have received those $2 million. The Commissioner stated that since the ordinance has been implemented, he has definitely seen it hinder the legislative progress of the Commission.

   Commissioner Bass stated that the original intent for her sponsorship of the Future Agenda Item ordinance was to give the City Staff time to do research, but she said that if it is the will of the Commission, because they work as a team, she will throw her hat in.

Interim City Manager Williams stated that the City Manager's Office also supports repealing the Future Agenda Item ordinance because he is finding that items which get passed through Future Agenda Items, may get lost. The Manager stated he is working on Future Agenda Items that had been passed months before the beginning of his term. While he expressed appreciation for the original intent to support the administration, he asserted that the goal is to support the Commission in getting their legislative agenda items to move forward, which he believes they can do better without the Future Agenda Item requirements.

Mayor Williams asked Interim City Manager Williams what the failsafe would be to ensure that the Commission's Agenda Items will be properly researched and done.

Interim City Manager Williams recommended that a legislative analyst be hired to properly move on the Commission's Agenda Items. The Manager pointed out that Department Heads have pitched in with the drafting of legislation, which he said is wholly inappropriate, but committed to continue providing Agenda Cover Memos with supporting documentation. He assured the Commission that he will speak with the City Clerk on how to move forward and ensure that future budgets are funded to include a legislative analyst for the Commission.

Commissioner Dominguez stated that she just wanted to make sure that if the Future Agenda Items ordinance is repealed, that the items the Commission had previously proposed, would still be acted on.

Interim City Manager Williams asked that all members of the Commission send him a list of any Future Agenda Items proposed under previous administrations that have not been acted upon, so that he can push them forward.

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

Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Mayor Williams	Yes

20. MAYOR/COMMISSION REPORTS:

Commissioner Bass thanked Mayor Williams, Interim City Manager Williams, and Police Chief Israel for visiting Robert B. Ingram Elementary to help celebrate the opening of their science lab and monarch butterfly garden.

Mayor Williams reminded the Commission about Gun Violence Awareness Day at Marlins Stadium.

Commissioner Davis thanked the Mayor Williams and all who attended the It's Time to Fish event over the weekend to support the youth. The Commissioner also stated that he would be hosting the Walking One Stop event at Glorietta Gardens on June 13th. He announced a Conversations with Commissioner Chris Davis on Friday, June 3rd from 5-7 PM at Town Center Apartments, with the goal of going on a listening tour to be available to constituents.

21. OFFICIAL BOARD APPOINTMENTS:

It was moved by Vice Mayor Taylor, seconded by Mayor Williams to appoint Alexander Van Mecl to the Historic Preservation Board.

There being no discussion, the appointment was approved by a 5-0 vote.

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Mayor Williams	Yes

22. ADJOURNMENT:

There being no additional business to come before the City Commission, Mayor Williams adjourned the meeting at 10:50 PM.

Veronica J. Williams
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
"The Great City"

CLERK'S ACTION SUMMARY MINUTES
WORKSHOP

Wednesday, July 20, 2022
6:00 p.m.

1. WELCOME/OPENING REMARKS:

Mayor Veronica Williams called the Workshop to order at 6:53 PM on Wednesday, July 20, 2022 and stated that the workshop was scheduled to discuss the FY 2023 Budget.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Commissioner Chris Davis, Commissioner Audrey Dominguez, Vice Mayor John H. Taylor Jr., and Mayor Veronica J. Williams. Also in attendance were: Interim City Manager Darvin Williams, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Mayor Williams.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC COMMENTS:
Agenda item(s) only

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

Mayor Williams opened public comments.

There being no members of the public to address the Commission, Mayor Williams closed Public Comments.

6. DISCUSSION ITEM:
Presentation by City Manager's Office

Mayor Williams asked Interim City Manager Williams to present the proposed FY 2023 Budget for the City of Opa-locka.

Interim City Manager Williams informed the Commission that a significant period of time was spent working on the proposed FY 2023 budget across the City's 13 Departments. The Manager explained that Budget Administrator Anathan provides the structure and then meets with each Department Head to make sure their needs are met with the proposed budgets and then hash it out to make any necessary amendments. He went on to say that each Department Head delivered a presentation individually to the City Manager's Office, after which he reviewed the items across all the Departments and then additional edits were made prior to the proposed budget being presented to the Commission. The Manager asserted that he and his Staff believe that the proposed budget was produced with the best interest of the City in mind. He informed the Commission that if they had any specific questions, all Department Heads were available to address those questions. Manager Williams then proceeded to ask Budget Administrator Anathan to present the proposed FY 2023 Budget for the City of Opa-locka to the City Commission.

Budget Administrator Anathan presented the proposed FY 2023 Budget for the City of Opa-locka to the City Commission, beginning his presentation by informing the Commission that it is essentially a $60 million budget with essentially half of it going to capital improvements. Mr. Anathan reminded the Commission that whatever is adopted as the capital improvement budget is not a commitment, because every proposed capital improvement project will come before the Commission for approval. Therefore, what he is presenting to the Commission is potential funding. He also stated at the beginning of his presentation, that the financial health of the City is as good as it has been in at least a decade, as he said his presentation would demonstrate.

Commissioner Bass asked Budget Administrator Anathan to elaborate on the increased Stormwater Fees from the movement to the Property Tax Bill.

Budget Administrator Anathan reminded the Commission that the Stormwater Fees had previously been charged on the Water & Sewer Bill and it was very difficult to alight the correct charge to the correct property, which is why it was moved to the Property Tax Bill. Mr. Anathan pointed out that the Stormwater Fee did not increase, noting that it was $6 per month when it was charged on the Water & Sewer Bill and is now $72 as an annual charge on the Property Tax Bill. He further explained that the Stormwater Fee is based on the impervious square footage of every property and by including it on the Property Tax Bill, it can be based on the actual impervious area on each property and thus each property can be correctly charged. Mr. Anathan further explained that when the

Stormwater Fee was charged on the Water & Sewer Bill, that was not occurring and consequently the City was only realizing about half of what it is realizing now.

Vice Mayor Taylor asked if the $390,844 Transfer In Proposed Budget for Town Center was based on the tenants currently occupying the building.

Budget Administrator Anathan explained that the revenue line is based on the tenants that were there and are intended to be there in the future, noting that a tenant just left the building.

Vice Mayor Taylor asked if the number will increase as a result of the loss of the tenant.

Budget Administrator Anathan stated that if the tenant who left is not replaced, the number will increase. Mr. Anathan further explained that the goal is to have Town Center 100% rented out next year, once the Commission Chambers, Police Department, Building & Licensing Department and school are all relocated.

Commissioner Davis noted that the Town Center was intended to be self-funded, but he noted that the projections are increasing and asked if the building is becoming more of a financial burden to maintain.

Budget Administrator Anathan explained that he doesn't believe the building is a burden to maintain, but that the City is probably occupying more of the building than what was originally intended, taking rental space out of play.

Mayor Williams recommended that the Commission have a second Legislative Aide in the City Clerk's Office, because she said that 1 is not enough for 5 people. The Mayor also recommended a salary increase for the position if they keep 1 aide and a comparable salary if they have 2 aides.

Vice Mayor Taylor asked for confirmation that the reference in the proposed Budget to a robust City communications program was for a public relations firm.

Budget Administrator Anathan confirmed that the reference in the proposed Budget to a robust City communications program was for a public relations firm.

Vice Mayor Taylor asked what the term roadway safety was referring to.

Budget Administrator Anathan said that the term roadway safety was referring to the red light cameras.

Commissioner Davis asked how the City determined the gas rate. He recalled that the recent budget amendment calculated the gas rate based on the high end given the recent

gas prices during the summer months, and asked if that rate was continued for the FY 2023 budget or if a lower option was chosen.

Budget Administrator Anathan stated that when he was putting the budget together, conventional wisdom said that gas prices were not going down from $5 per gallon, so the budget was based on that for next year. At the moment, he acknowledged that is an overstatement.

Mayor Williams asked if the proposed budget for the Water Distribution Leak Detection Study and the Water Rate Study, were studies that are going to happen or if they had already taken place.

Budget Administrator Anathan stated that the proposed budget for the Water Distribution Leak Detection Study and the Water Rate Study is just a recommendation subject to the approval of the Commission. Mr. Anathan also pointed out that each study would be conducted with 2 different purposes, with the Leak Detection Study requiring the necessary equipment to trace the entire system and identify where leaks are and the Rate Study being what the name implies.

Mayor Williams also inquired about the purpose of the proposed line item for Water Quality Reporting.

Budget Administrator Anathan explained that the Public Works Department is required to continually report to the County by sending water testing samples to determine the ongoing quality as well as the mineral contents. He said that the line item in the proposed budget would cover that ongoing process.

Mayor Williams asked if the Water Quality Reporting was going up by $5,000.

Budget Administrator Anathan pointed out that the proposed budget had the Water Quality Reporting increase by $5,000 from the $10,000 that was budgeted to a $15,000 forecasted amount in FY 2022, but that the proposed budget for FY 2023 had that flat at $15,000.

Interim City Manager Williams also reminded the Commission that Opa-locka is under review for its water and stormwater system, and is required by State of Florida law to review the City's water quality to test it for chemicals on a regular basis and report those findings to the State. The Manager further explained that the City had to increase the amount of testing that is done by about $5,000 this year which brought the City to its current budget of $15,000 for that testing and he said that they anticipate spending $15,000 again in the upcoming year.

Commissioner Bass inquired about the 3% of water bill customers who are still being billed by the City to allow the County to start billing those accounts, and she asked the total number of customers that percentage represents.

Budget Administrator Anathan stated that the 3% of water bill customers who are still being billed by the City to allow the County to start billing those accounts, represents approximately 30 to 40 customers.

Mayor Williams asked if the City has been operating with 7 Code Enforcement Officers.

Budget Administrator Anathan acknowledged that the Code Enforcement Department has been pretty understaffed, and said that there are 4 Officers, 1 Code Enforcement Manager and 2 Administrative Staff to deal with all of the paperwork that comes out of the process.

Interim City Manager Williams confirmed that there are 4 Code Enforcement Officers included in the proposed FY 2023 budget.

Mayor Williams asked if it would be possible to explore increasing the number of Code Enforcement Officers.

Interim City Manager Williams informed the Commission that a plan is being reviewed to add Code Enforcement Officers for the weekend and evenings.

Mayor Williams asked if those Code Enforcement Officers that are being considered for the weekend and evenings would be working part-time.

Interim City Manager Williams stated that the Code Enforcement Officers that are being considered for the weekend and evenings would be both part and full time.

Commissioner Bass asked how many Code Enforcement Officers were being considered to be added to the Department.

Interim City Manager Williams informed the Commission that the plan that is being reviewed would potentially include 1 full time Code Enforcement Officer and 2 to 4 part time Officers. The Manager further explained that the effort is being made to cover the weekends and evenings, when a lot of illegal dumping occurs.

Mayor Williams stated that new legislation is going to require Code Enforcement and she wants to make sure that they're adding Code Enforcement Officers so that they can make sure that what is being done is going to be adhered to.

Vice Mayor Taylor asked if the line item for Police Educational Costs in the Proposed FY 2023 budget includes recruitment.

Interim City Manager Williams confirmed that the line item for Police Educational Costs in the Proposed FY 2023 budget, does include recruitment.

Budget Administrator Anathan added that the line item for Police Educational Costs in the Proposed FY 2023 budget also includes additional use of the Miami-Dade County Police Academy.

Commissioner Davis pointed out that the ShotSpotter Service is technology that the Commission wants in the City and he asked if the line item included in the FY 2023 budget was a projected amount or if confirmation of the grant was received.

Budget Administrator Anathan explained that the City received confirmation of the grant and actually has the contract for the ShotSpotter Service.

Interim City Manager Williams added that the City has received confirmation from Congresswoman Frederica Wilson's Office that the grant money for the ShotSpotter Service will be received and allocated.

Mayor Williams stated that she would love to see an officer that is assigned to the Commission as their Sergeant at Arms, suggesting that they can have a sign out procedure, to go with them to events, noting that they go to a lot of night events. The Mayor also said that the Sergeant at Arms could also be at all of the Commission Meetings, so that they don't have to get an officer that needs to be part of the boots on the ground team.

Commissioner Davis addressed the FY 2023 Objectives for the Building & Licensing Department and noted that it states that the Department will continue ensuring Opa-locka structures are structurally sound and electrically safe. The Commissioner asked if that objective was referring to the 40-year recertification of some of the City's older structures that is mandated.

Budget Administrator Anathan stated that he knows the City of Opa-locka has a program for 40-year certification, and he said that he would have to say that's included.

Commissioner Dominguez asked if there was any possibility to purchase a new van for the Parks & Recreation Department, because she said that the bus that they use now is really in bad condition.

Budget Administrator Anathan informed the Commission that the Parks & Recreation Budget for FY 2022 included $70,000 for the purchase of vans, and he said that there will

be a budget amendment presented to the Commission to increase that by another $40,000 to get it up to $110,000 so that 2 vans can be purchased. Mr. Anathan went on to explain that the proposed FY 2023 budget will include another $75,000 to purchase a larger bus as well.

Interim City Manager Williams added that Parks & Recreation Department Director Zonya Ray will be presenting a selection for vans to his Office tomorrow.

Mayor Williams noted that she saw some reductions in the proposed FY 2023 budget for some of the Parks & Recreation Department sports activities. Sharing that she considers herself a Parks Mom, the Mayor said that she told Parks & Recreations Department Director Zonya Ray earlier that day, that they need to focus on Children and Seniors. She asserted that she never wants to take away from Children or Seniors, and would prefer to see increases. The Mayor went on to note that some Departments have operating costs where every single line item has gone up by hundreds or thousands, and she said that it is a little concerning to her because the proposed budget is going down.

Budget Administrator Anathan assured Mayor Williams that her concern was noted about the decrease in the proposed FY 2023 Parks & Recreation Department for some sports programs. He stated that in some instances it was done because uniforms were purchased this year and therefore were not necessary the next year, but he assured the Mayor that they would go back and take a further look at it.

Commissioner Davis agreed with Mayor Williams' sentiments, asserting that he thinks they should place value on sports programming for the youth. The Commissioner pointed out that the Recreational Football Program line item is zeroed out and the Football Program has a decreasing amount for the proposed FY 2023 Parks & Recreation Department Budget, but he would like to see those allocations. He also asked for clarity on the $4,600 expenditure under the other line item from the FY 2022 budget, and asked what those funds have historically been used for and what the intent is for the FY 2023 budget.

Budget Administrator Anathan explained that the prior Parks & Recreation Department Director included $4,600 in his budget that he did not have a specific need for and was never used under the other line item. Mr. Anathan informed the Commission that the proposed FY 2023 Budget for the Parks & Recreation Department does not include a line item for other.

Commissioner Davis asked if the proposed FY 2023 Budget for the Parks & Recreation Department, includes funding for nonprofits.

Budget Administrator Anathan stated that the proposed FY 2023 Budget for the Parks & Recreation Department, does not include funding for nonprofits at this time.

Commissioner Davis asked if the Budget for the Parks & Recreation Department has historically included funding for nonprofits.

Budget Administrator Anathan stated that in his 2 years serving the City, he has not been aware of funding for nonprofits being included in the Budget for the Parks & Recreation Department, but he offered to research it.

Interim City Manager Williams confirmed that historically there has been funding for nonprofits included in the Budget for the Parks & Recreation Department.

Commissioner Davis asked if the funding for nonprofits that has historically been included in the Budget for the Parks & Recreation Department, was not being carried over to the proposed FY 2023 Budget.

Interim City Manager Williams confirmed that the funding for nonprofits that has historically been included in the Budget for the Parks & Recreation Department, was not being carried over to the proposed FY 2023 Budget.

Commissioner Davis said that he would like to take a look at the historical data on the funding for nonprofits that was included in the Budget for the Parks & Recreation Department just for clarity.

Interim City Manager assured Commissioner Davis that he will be provided with the historical data he requested for the funding for nonprofits that was included in the Budget for the Parks & Recreation Department.

Vice Mayor Taylor asked if funding could be included in the proposed FY 2023 Budget for a soccer program in Opa-locka.

Interim City Manager Williams confirmed that funding for a soccer program in Opa-locka can absolutely be included in the proposed FY 2024 Budget.

Commissioner Bass recommended that funds be put into celebrating the City's birthday, because she thinks they need to do something grand to celebrate the City itself.

Interim City Manager stated that he and his Staff are in agreement with her that funds should be put into celebrating the City's birthday, and he assured her that they will make a proposal for the Commission to review.

8. ADJOURNMENT:

Mayor Williams thanked Budget Administrator Anathan and all of the City Staff that worked to make the Budget look spectacular. The Mayor expressed her excitement that the City will have new Employees and will be under construction over the next 2 years, adding that she is a little giddy over it.

There being no further business to come before the City Commission, it was moved by Vice Mayor Taylor, seconded by Commissioner Bass to adjourn the Workshop at 8:45 p.m.

_____
Veronica J. Williams
Mayor

ATTEST:

_____
Joanna Flores, CMC
City Clerk

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE EXCHANGE OF THE PROPERTY IDENTIFIED BY FOLIO 08-2122-007-0270, AND OWNED BY THE CITY WITH PROPERTY IDENTIFIED BY FOLIO 08-2122-000-0031, AND OWNED BY VSQUARED INVESTMENTS, LLC. AND TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Property Owner, Vsquared Investments, LLC of the parcel identified by folio 08-2122-000-0031 and located at NW 143rd Street and NW 22nd Avenue ("subject property"), intended to build a single-family home on this site. However, the site is zoned for multi-family residential and is not large enough for multifamily development. Consequently, the property owner submitted an unsolicited offer to the City of Opa-Locka ("City") to purchase this property and owner is now requesting to exchange his property (folio 08-2122-000-0031) for a nearby City-Owned parcel, identified by folio 08-2122-007-0270, to accommodate single-family home development; and

WHEREAS, the subject property is a Six Thousand Two Hundred Fifty (6,250) square foot parcel and is adjacent to City-owned properties to the north and west. The initial asking price is Forty-Nine Thousand ($49,000.00); and

WHEREAS, there are two additional properties totaling Nine Thousand Nine Hundred Seventy-Five (9,975) square foot which are adjacent (east) to this property which are not for sale at this time, but through information and belief of City management, owner may be interested in selling the property as well as these three properties surrounded by City-owned properties, Segal Park to the west and City owned property to the north and east; and

WHEREAS, the City's interest in acquiring the subject property would be to own all the property between Segal Park and the City owned properties (former Christian Memorial Hospital site) at 14310-14322 NW 22 Avenue for future expansion of Segal Park; and

WHEREAS, on April 22, 2009, pursuant to Resolution No. 09-7458, the City declared folio 08-2122-007-0270 a surplus property and authorized the City Manager to execute an agreement for the transfer. Transfer never took place and the City is still the owner of property pursuant to Miami-Dade County property appraiser

relevant documents; and

WHEREAS, the conditions of construction for "Green" affordable single-family homes to be completed within a period of twelve (12) months from the passage of this Resolution never took place and although the property was declared surplus, it was not transferred; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to exchange/swap the property identified by folio 08-2122-007-0270, and owned by the City with the property identified by folio 08-2122-000-0031, and owned by VSQUARED INVESTMENTS, LLC.

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 authorizing the exchange of the property identified by folio 08-2122-007-0270, and owned by the City or the property identified by folio 08-2122-000-003, owned by VSQUARED INVESTMENTS, LLC. and to take all other necessary actions to effectuate the intent of this Resolution.

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 following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

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

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
Veronica J. Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature**			
Commission Meeting Date:	July 27, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
					X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#: N/A**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communcation** ☐				
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE EXCHANGE OF THE PROPERTY IDENTIFIED BY FOLIO 08-2122-000-0031, AND OWNED BY VSQUARED INVESTMENTS, LLC FOR THE PROPERTY IDENTIFIED BY FOLIO 08-2122-007-0270, AND OWNED BY THE CITY OF OPA-LOCKA; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Property Owner, Vsquared Investments, LLC of the parcel identified by folio 08-2122-000-0031 and located at NW 143rd Street and NW 22nd Avenue, which he intended to build a single family home on this site, however the site is zoned for multi-family residential and is not large enough for multifamily development. The property owner then submitted to the City of Opa-locka an unsolicited offer over the past four years for the City to purchase this property. The property owner is now requesting to exchange his property (folio 08-2122-000-0031) for a nearby City-Owned parcel, identified by folio 08-2122-007-0270, that would accommodate single-family home development.

BACKGROUND

In February 2018, Mr. Ivo Vassilev approached the City of Opa-locka on behalf of his client who is interested in selling a land parcel on NW 143 St and NW 22 Ct - folio 08-2122-000-0031. This 6250sf parcel is adjacent to city owned properties to the north and west. Mr. Vassilev wanted to see if the City of Opa-locka would have any interest in purchasing the property from his client. While this area is not located within the Opa-locka CRA, it may be considering an area for future expansion. The initial asking price is $49K. The property was previously acquired by tax certificate in July 2015. There are City liens on this property - $1888.64 as of June 2018 along with outstanding tax certificates. There are two additional properties totaling 9975sf which are adjacent [east] to this property which are not for sale at this time, but the agent believes the owners may be interested in selling as well as these three properties are surrounded by City owned properties [Segal Park to the west and City owned property to the north and east].

The City's interest in acquiring this property would be to own all the property between Segal Park and the City owned properties [former Christian Memorial Hospital site] at 14310-14322 NW 22 Avenue for future expansion of Segal Park [see attachment C] with more recreational amenities, proposed performing art center/gymnasium and overflow parking, or for future multifamily residential/mixed use development opportunities [see attachment D]. There have been several emails over the last couple of months between Mr. Vassilev and PCD staff.

If the City of Opa-locka is interested in acquiring this property, we need to discuss and determine the method for the City to move forward on this acquisition. Since our first communication with Mr. Vassilev, he has informed staff that the property owner has dropped the price on their lot from $49K to $39K and now $34K. We need to respond to them before the property is sold to another speculator and the City has to begin again to resolve this situation. The property's orientation makes it difficult to develop under the present zoning setback requirements. It would make sense that the property be acquired by the City of Opa-locka and merged with the City owned properties to the west and north of this property.

In June 2018, PCD Staff recommended to the City Manager that the City should counter their offer at $12.5K and/or consider a landswap/trade for another City owned properties. I've informed the agent of the City's financial challenges and inability to purchase the property. Seems the agent's client has come back to consider the landswap option, however he did not state which city owned property his client wishes to swap for. This is a key acquisition that needs to be address immediately.

As for the two adjacent properties to the east, because this potential acquisition would further land-lock this property owner, they could either follow suit and sell to the City or continue to be a holdout! PCD staff believe that the acquisition of Mr. Vassilev property would place the City in a better position to acquire the other two properties.

Financial Impact

If the property exchange is approved the new property owner has indicated that a single-family home will be developed on this site which will generate an increase in property taxes. The current property owner, Vsquared Investments, LLC must satisfy all outstanding tax certificates on the property (identified by folio 08-2122-000-0031) as a condition of the land exchange approval. The City will address the current City Liens on this parcel as this parcel will secure street frontage for the City-owned property adjacent to the north and east of Segal Park.

Proposed Action:

The Planning & Community Development Department Recommends Approval.

Attachment:

Memorandum

TO: Darvin Williams
. Interim City Manager

FROM: Gregory Gay, Director
Planning & Community Development Department

DATE: April 25th, 2022

RE: Land Parcel(s) available For Sale/Swap - Update

The Planning and Community Development [PCD] staff received an unsolicited offer [one of many offers for the past 4 years] for City owned property. This property is located at 14270 NW 22 Place and was a property PCD staff recommend be proffered for a property adjacent to the east of Segal Park as a land swap with this City owned property located south of Segal Park. This property is not on the surplus list as it is used as supplemental parking for the Helen Miller Center at Segal Park. This offer is from Mr. Ivo Vassilev of My Quick Home Buyers located in Davie, Florida. Their offer price is **$23,500.00**. The value of the property based on Miami-Dade County Property Appraiser Office is **$57,500.00.**

PCD staff had been speaking with Mr. Ivo Vassilev, a real estate agent representing the owners of a land parcel on NW 143 St and NW 22 Ct - folio 08-2122-000-0031 [Exhibit A]. This parcel is presently vacant and could be improved to be used as overflow parking for Segal Park and for future development opportunities. Mr. Vassilev group was interested in doing a swap for the City Owned property at 14270 NW 22 Place – folio 08-2122-007-0270 [Exhibit B]. This property is a gravel lot that is presently used as overflow parking for the Helen Miller Center at Segal Park. They seek to develop this property for residential development. The former City Manager did not schedule a meeting with Mr. Vassilev to see if the swap was possible. PCD staff was prepared to recommend to the City manager to proceed with the land swap to secure street frontage for the City owned property adjacent to the north and east of Segal Park. No action was taken.

Background

In February 2018, Mr. Ivo Vassilev approached the City of Opa-locka on behalf of his client who is interested in selling a land parcel on NW 143 St and NW 22 Ct - folio 08-2122-000-0031. This 6250sf parcel is adjacent to city owned properties to the north and west. Mr. Vassilev wanted to see if the City of Opa-locka would have any interest in purchasing the property from his client. While this area is not located within the Opa-locka CRA, it may be considering an area for future expansion. The initial asking price is $49K. The property was previously acquired by tax certificate in July 2015. There are City liens on this property - $1888.64 as of June 2018 along with outstanding tax certificates. There are two additional properties totaling 9975sf which are adjacent [east] to this property which are not for sale at this time, but the agent believes the owners may

be interested in selling as well as these three properties are surrounded by City owned properties [Segal Park to the west and City owned property to the north and east].

The City's interest in acquiring these properties would be to own all the property from between Segal Park and the City owned properties [former Christian Memorial Hospital site] at 14310-14322 NW 22 Avenue for future expansion of Segal Park [see attachment C] with more recreational amenities, proposed performing art center/gymnasium and overflow parking, or for future multifamily residential/mixed use development opportunities [see attachment D]. There have been several emails over the last couple of months between Mr. Vassilev and PCD staff.

If the City of Opa-locka is interested in acquiring this property, we need to discuss and determine the method for the City to move forward on this acquisition. Since our first communication with Mr. Vassilev, he has informed staff that the property owner has dropped the price on their lot from $49K to $39K and now $34K. We need to respond to them before the property is sold to another speculator and the City is stuck in the same situation. The property's orientation makes it difficult to develop under the present zoning setback requirements. It would make sense that the property be acquired by the City of Opa-locka and merged with the City owned properties to the west and north of this property.

In June 2018, PCD Staff recommended to the City Manager that the City should counter their offer at $12.5K and/or consider a landswap/trade for another City owned properties. I've informed the agent of the City's financial challenges and inability to purchase the property. Seems the agent's client has come back to consider the landswap option, however he did not state which city owned property his client wishes to swap for. This is a key acquisition that needs to be address immediately.

As for the two adjacent properties to the east, because this potential acquisition would further land-lock this property owner, they could either follow suit and sell to the City or continue to be a holdout! PCD staff believe that the acquisition of Mr. Vassilev property would place the City in a better position to acquire the other two properties.

If you wish to have a meeting with the realtor, please advise.

END OF MEMORANDUM

Memorandum

TO: Newall Daughtrey
. Interim City Manager

FROM: Gregory Gay, Director
Planning & Community Development Department

DATE: May 20th, 2019

RE: Land Parcel(s) available For Sale/Swap - Update

The Planning and Community Development [PCD] staff recommend that the property adjacent to the east of Segal Park be acquired through a land swap with a City owned property adjacent to the south of Segal Park.

Mr. Ivo Vassilev is a real estate agent representing the owners of a land parcel on NW 143 St and NW 22 Ct - folio 08-2122-000-0031[Exhibit A]. This parcel is presently vacant and could be improved to be used as overflow parking for Segal Park and for future development opportunities. Mr. Vassilev group would like to swap for the City Owned property at 14270 NW 22 Place – folio 08-2122-007-0270 [Exhibit B]. This property is a gravel lot that is presently used as overflow parking for the Helen Miller Center at Segal Park. They seek to develop this property for residential development.

Background

In February 2018, Mr. Ivo Vassilev approached the City on behalf of his client who is interested in selling a land parcel on NW 143 St and NW 22 Ct - folio 08-2122-000-0031. This 6250sf parcel is adjacent to city owned properties to the north and west. Mr. Vassilev wanted to see if the City of Opa-locka would have any interest in purchasing the property from his client. While this area is not located within the Opa-locka CRA, it may be consider an area for future expansion. The initial asking price is $49K. The property was previously acquired by tax certificate in July 2015. There are City liens on this property - $1888.64 as of June 2018 along with outstanding tax certificates. There are two additional properties totaling 9975sf which are adjacent [east] to this property which are not for sale at this time, but the agent believes the owners may be interested in selling as well These three properties are surrounded by City owned properties [Segal Park to the west and City owned property to the north and east].

The City's interest in acquiring these properties would be to own all the property from between Segal Park and the City owned properties [former Christian Memorial Hospital site] at 14310-14322 NW 22 Avenue for future expansion of Segal Park [see attachment C] with more recreational amenities, proposed performing art center/gymnasium and overflow parking, or for

future multifamily residential/mixed use development opportunities [see attachment D]. There have been several emails over the last couple of months between Mr. Vassilev and PCD staff.

If the City of Opa-locka is interested in acquiring this property, we need to discuss and determine the method for the City to move forward on this acquisition. Since our first communication with Mr. Vassilev, he has informed staff that the property owner has dropped the price on their lot from $49K to $39K and now $34K. We need to respond to them before the property is sold to another speculator and the City is stuck in the same situation. The property's orientation makes it difficult to develop under the present zoning setback requirements. It would make sense that the property be acquired by the City of Opa-locka and merged with the City owned properties to the west and north of this property.

In June 2018, PCD Staff recommended to the City Manager that the City should counter their offer at $12.5K and/or consider a landswap/trade for another City owned properties. I've informed the agent of the City's financial challenges and inability to purchase the property. Seems the agent's client has come back to consider the landswap option, however he did not state which city owned property his client wish to swap for. This is a key acquisition that needs to be address immediately.

As for the two adjacent properties to the east, because this potential acquisition would further land-lock this property owner, they could either follow suit and sell to the City or continue to be a holdout! PCD staff believe that the acquisition of Mr. Vassilev property would place the City in a better position to acquire the other two properties.

If you wish to have a meeting with the realtor, please advise.

END OF MEMORANDUM

ERVICE RD
23RD AVE
Segal Park
NW 143RD ST
NW 21ST CT
NW 23RD
NW 22N
NW 22N
3RD PL

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/12/2018

Property Information	
Folio:	08-2122-007-0270
Property Address:	14270 NW 22 PL Opa-locka, FL 33054-3723
Owner	CITY OF OPA LOCKA
Mailing Address	777 SHARAZAD BLVD OPA LOCKA, FL 33054-3521
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	5,000 Sq.Ft
Year Built	0

Assessment Information			
Year	2018	2017	2016
Land Value	$45,582	$20,235	$14,484
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$45,582	$20,235	$14,484
Assessed Value	$14,457	$13,143	$11,949

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	$14,457	$13,143	$11,949
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$45,582	$20,235	$14,484
Taxable Value	$0	$0	$0
City			
Exemption Value	$14,457	$13,143	$11,949
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$14,457	$13,143	$11,949
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	$31,125	$7,092	$2,535
Municipal	Exemption	$14,457	$13,143	$11,949

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
02/01/1991	$0	00000-00000	Sales which are disqualified as a result of examination of the deed
03/01/1990	$0	14490-2952	Sales which are disqualified as a result of examination of the deed
11/01/1988	$0	13893-3604	Sales which are disqualified as a result of examination of the deed
06/01/1988	$0	13730-3628	Sales which are disqualified as a result of examination of the deed

Short Legal Description

MAGNOLIA GARDENS CONSOLIDATED
1ST ADD PB 49-60
LOT 1 BLK 353
LOT SIZE 50.000 X 100
OR 17690-3463 0597 4

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/12/2018

Property Information	
Folio:	08-2122-000-0031
Property Address:	
Owner	CHRISTOPHER MCMORROW ROCK SOFFER
Mailing Address	6365 COLLINS AVE 2705 MIAMI BEACH, FL 33141 USA
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	6,250 Sq.Ft
Year Built	0

Assessment Information			
Year	2018	2017	2016
Land Value	$35,000	$35,000	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$35,000	$35,000	$25,000
Assessed Value	$22,687	$20,625	$25,000

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	$0	$0	$0
Taxable Value	$22,687	$20,625	$25,000
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$35,000	$35,000	$25,000
City			
Exemption Value	$0	$0	$0
Taxable Value	$22,687	$20,625	$25,000
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$22,687	$20,625	$25,000

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	$12,313	$14,375	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/15/2015	$6,300	29698-2379	Corrective, tax or QCD; min consideration

Short Legal Description
22 52 41 .143 AC
S85FT OF W200FT OF E335FT OF
SE1/4 OF NW1/4 LYG S OF BLK 340
PB 50-5 LESS S35FT & LESS E75FT
OF N163.204FT OF S198.204FT

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Version:

CITY OF OPA-LOCKA'S

DEVELOPMENT OPPORTUNITY

SEGAL PARK TOWNHOMES

2301 NW 143 Street
Present Owner: City of Opa-locka and McMorrow-Soffer/J. Tucker/R. Tucker
Zoning: R-2 Duplex/R-TH
Land Use: Residential
Size of property: 85,769 SF
Status of Property: Vacant

This property is location in the northeastern section of the City of Opa-locka, just west of NW 22nd Avenue and East of Segal Park, and is available for redevelopment. The property is approximately 85,779SF or 1.9 acres, zoned R-2 Duplex/R-TH Townhouse development types. While R-2 is usually associated with single family or duplex/twinhome housing types, by changing to R-3 zoning would allows 36-75 residential units per acre. Based on the location, size and dimensions of the property, this residential use development.

City owned section called Segal Park Extension is 1.6 acre site The area east of Segal Park and west of the apartment on NW 22 Avenue. This site was proposed to be used as a cultural center for the City of Opa-locka. If the property is developed for residential:

At 18 units/acre, the max number of residential units that can be built in this area is **28** units
At 24 units/acre, the max number of residential units that can be built in this area is **46** units
At 36 units/acre, the max number of residential units that can be built in this area is **70** units

The privately owned section of the site is owned by three entities: McMorrow- Soffer, J Tucker Trust-Florida Land Trust, and R Tucker. This section is 0.3 acres.

For Residential Use only, there are three possible solutions to this project:

1. This site could also be developed as a single family community with surface parking and structure or first level parking with structure above. This type of development at 9-18 units per acre would accommodate 35 units, depending on unit configuration.
2. This site could also be developed as a townhouse community with surface parking and structure or first level parking with structure above. This type of development at 18-24 units per acre would accommodate 47 units, depending on unit configuration.
3. If the properties are rezoned to R-3, the maximum number of units that should be built on this site at 36 unit per acre would be 70. Site Plan will be subject to Administrative Review.

If a site plan is required, is should showing access to the property, structures, utilities, and landscaping, and be subject to Administrative Review. Site plans with development agreement explaining the operation of the business and services to be provided onsite. The site plan and development agreement will be presented to the Planning and Zoning Board for recommendation to the City Commission for consideration.

CITY OF OPA-LOCKA	46,544 ft	
SOFFER	6,250 ft	
~~[illegible]~~ / TUCKER	9,975 ft	
INGRAM APARTMENT	25,500 ft	54 units
	128,269 ft or 2.94 ac	

2018 Aerial Photography 200ft

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/12/2018

Property Information	
Folio:	08-2122-000-0031
Property Address:	
Owner	CHRISTOPHER MCMORROW ROCK SOFFER
Mailing Address	6365 COLLINS AVE 2705 MIAMI BEACH, FL 33141 USA
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	6,250 Sq.Ft
Year Built	0

Assessment Information			
Year	2017	2016	2015
Land Value	$35,000	$25,000	$18,750
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$35,000	$25,000	$18,750
Assessed Value	$20,625	$25,000	$18,750

Taxable Value Information			
	2017	2016	2015
County			
Exemption Value	$0	$0	$0
Taxable Value	$20,625	$25,000	$18,750
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$35,000	$25,000	$18,750
City			
Exemption Value	$0	$0	$0
Taxable Value	$20,625	$25,000	$18,750
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$20,625	$25,000	$18,750

Benefits Information				
Benefit	Type	2017	2016	2015
Non-Homestead Cap	Assessment Reduction	$14,375		

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/15/2015	$6,300	29698-2379	Corrective, tax or QCD; min consideration

Short Legal Description
22 52 41 .143 AC
S85FT OF W200FT OF E335FT OF
SE1/4 OF NW1/4 LYG S OF BLK 340
PB 50-5 LESS S35FT & LESS E75FT
OF N163.204FT OF S198.204FT

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/12/2018

Property Information	
Folio:	08-2122-000-0030
Property Address:	
Owner	J TUCKER TRS FLORIDA LAND TRUST
Mailing Address	PO BOX 25181 ARLINGTON, VA 22202 USA
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	7,714 Sq.Ft
Year Built	0

Assessment Information			
Year	2017	2016	2015
Land Value	$43,198	$23,142	$11,571
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$43,198	$23,142	$11,571
Assessed Value	$14,000	$12,728	$11,571

Taxable Value Information			
	2017	2016	2015
County			
Exemption Value	$0	$0	$0
Taxable Value	$14,000	$12,728	$11,571
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$43,198	$23,142	$11,571
City			
Exemption Value	$0	$0	$0
Taxable Value	$14,000	$12,728	$11,571
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$14,000	$12,728	$11,571

Benefits Information				
Benefit	Type	2017	2016	2015
Non-Homestead Cap	Assessment Reduction	$29,198	$10,414	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
22 52 41
THAT PARCEL DESC BEG AT NW COR OF
LOT 7 BLK 356 PB 49-70 TH W75FT
S TO N/L OF NW 143 ST E TO X OF
N/L OF NW 143 ST WITH W/L OF BLK

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
09/05/2014	$4,600	29300-2722	Corrective, tax or QCD; min consideration
04/01/1994	$0	16319-0197	Sales which are disqualified as a result of examination of the deed
06/01/1989	$11,000	14149-2323	Sales which are qualified
10/01/1988	$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version.

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/12/2018

Property Information	
Folio:	08-2122-000-0032
Property Address:	
Owner	R TUCKER
Mailing Address	PO BOX 144366 CORAL GABLES, FL 33114
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	2,261 Sq.Ft
Year Built	0

Assessment Information			
Year	2017	2016	2015
Land Value	$12,662	$9,044	$6,783
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$12,662	$9,044	$6,783
Assessed Value	$8,207	$7,461	$6,783

Taxable Value Information			
	2017	2016	2015
County			
Exemption Value	$0	$0	$0
Taxable Value	$8,207	$7,461	$6,783
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$12,662	$9,044	$6,783
City			
Exemption Value	$0	$0	$0
Taxable Value	$8,207	$7,461	$6,783
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$8,207	$7,461	$6,783

Benefits Information				
Benefit	Type	2017	2016	2015
Non-Homestead Cap	Assessment Reduction	$4,455	$1,583	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

Short Legal Description
22 52 41
E17FT OF THAT PARCEL DESC BEG AT
NW COR OF LOT 7 BLK 356 PB 49-70
TH W75FT S TO N/L OF NW 143 ST E
TO X OF N/L OF NW 143 ST WITH W/L

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/12/2018

Property Information	
Folio:	08-2122-000-0021
Property Address:	
Owner	CITY OF OPA LOCKA
Mailing Address	780 FISHERMAN ST 4TH FL OPA LOCKA, FL 33054 USA
PA Primary Zone	4400 MULTI-FAMILY - 3 STORY
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	69,544 Sq.Ft
Year Built	0

Assessment Information			
Year	2017	2016	2015
Land Value	$208,632	$208,632	$208,632
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$208,632	$208,632	$208,632
Assessed Value	$190,400	$173,091	$157,356

Taxable Value Information			
	2017	2016	2015
County			
Exemption Value	$190,400	$173,091	$157,356
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$208,632	$208,632	$208,632
Taxable Value	$0	$0	$0
City			
Exemption Value	$190,400	$173,091	$157,356
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$190,400	$173,091	$157,356
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2017	2016	2015
Non-Homestead Cap	Assessment Reduction	$18,232	$35,541	$51,276
Municipal	Exemption	$190,400	$173,091	$157,356

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
22 52 41 1.597 AC M/L
W200FT OF E335FT OF SE1/4 OF SE
1/4 OF NW1/4 LYING S OF BLK 340
PB 50-5 LESS S85FT(16814-2815 & 20853-2761)
& LESS E75FT OF N163.204FT OF S198.204FT

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/26/2011	$220,000	27829-4850	Federal, state or local government agency
04/01/2004	$60,000	22247-2375	Other disqualified
05/01/1999	$0	00000-00000	Sales which are disqualified as a result of examination of the deed
07/01/1995	$0	16854-2043	Sales which are disqualified as a result of examination of the deed

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Version.

2018 Aerial Photography 60ft

2018 Aerial Photography 60ft

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE FEE PROPOSAL FROM 300 ENGINEERING GROUP P.A. TO PROVIDE PROFESSIONAL ENGINEERING, DESIGN, PERMITTING SUPPORT, BID AND AWARD, AND ENGINEERING SERVICES DURING THE CONSTRUCTION OF CAIRO LANE, NW 127TH STREET, AND ALEXANDRIA DRIVE AND ENTER INTO A CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR SAME, IN AN AMOUNT OF TWO HUNDRED SIXTY THOUSAND, SEVEN HUNDRED THIRTY DOLLARS ($260,730.00); FURTHER AUTHORIZING AN ADDITIONAL TEN PERCENT (10%) CONTINGENCY BUDGET IN AMOUNT NOT TO EXCEED TWENTY SIX THOUSAND, SEVENTY THREE DOLLARS ($26,073.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 10, 2020, the City Commission of the City of Opa-Locka ("City Commission") accepted bid proposals in response to RFQ No. 20-0324200 and authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services. City records reveal that 300 Engineering Group, P.A. was one of the firms selected to be part of the City's library of Engineering and Architectural Consultants to perform professional services for specific projects for the city on an as-needed basis; and

WHEREAS, on September 9, 2020, the City Commission adopted Resolution No. 20-9802 authorizing the City Manager to enter into an agreement with 300 Engineering group, P.A. to provide engineering services for Assessment and Evaluation of Cairo Lane, NW 127th Street, and Alexandria Drive, including verification of the design proposed by the previous Contractor, and to develop the basis of design for completion of the stormwater, force main, water system, and roadway improvements for this area of the City; and

WHEREAS, subsequently on July 28, 2021, the City Commission adopted Resolution No. 21-9892 to amend the existing contract to include the removal of debris along Cairo Lane and for the cleaning of the stormwater structures on Cairo Lane and NW 127th Street to allow the Engineering Consultant to conduct their assessment and evaluation; and

WHEREAS, the evaluation and assessment report was submitted to the City in

March 2022 and a summary of the report, attached hereto as Exhibit "A"; and

WHEREAS, the Evaluation and Assessment report that was provided by 300 Engineering Group P.A. and the fee proposal for the provision of design, permitting, and engineering services during the construction of Cairo Lane, NW 127th Street, and Alexandria Drive were submitted to the Florida Department of Environmental Protection (FDEP) for review and approval, and the documents were recently approved by the agency; and

WHEREAS, 300 Engineering Group, P.A. has proposed and the City Manager recommends that the City provide professional engineering, design, permitting support, bid and award, and engineering services during the construction of Cairo Lane, NW 127th Street, and Alexandria Drive for Two Hundred Sixty Thousand, Seven Hundred Thirty Dollars ($260,730.00). The City Manager further recommends the approval of a Ten Percent (10%) contingency budget of Twenty-Six Thousand, Seventy-Three Dollars ($26,073.00) to address unforeseen circumstances which may arise, and which would be utilized only upon the submission and approval of a formal change order. If a Change Order should exceed the contract and contingency amount, the City Manager shall return to obtain City Commission approval; and

WHEREAS, the City Commission desires to accept the Engineering Design Services proposal by 300 Engineering Group P.A. to provide professional engineering, design, permitting support, bid and award, and engineering services during the construction of Cairo Lane, NW 127th Street, and Alexandria Drive, in an amount of Two Hundred Sixty Thousand, Seven Hundred Thirty Dollars ($260,730.00); and

WHEREAS, the City further desires to enter into an agreement with 300 Engineering Group, P.A., attached hereto as Exhibit "A", pursuant to the proposal attached hereto as Exhibit "B", to provide professional engineering, design, permitting support, bid and award, and engineering services during the construction of Cairo Lane, NW 127th Street, and Alexandria Drive, in an of amount not Two Hundred Sixty Thousand, Seven Hundred Thirty Dollars ($260,730.00); and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with 300 Engineering Group, P.A. for continuing professional architectural and engineering consulting services as set forth herein.

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

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

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to accept the fee proposal of 300 Engineering, P.A. to provide professional engineering, design, permitting support, bid and award, and engineering services during the construction of Cairo Lane, NW 127th Street, and Alexandria Drive, in an amount of Two Hundred Sixty Thousand, Seven Hundred Thirty Dollars ($260,730.00), attached hereto as Exhibit "A", and enter into a continuing professional architectural and engineering consulting services agreement with 300 Engineering Group, P.A. for same, attached hereto as Exhibit "B"; further authorizing an additional Ten Percent (10%) contingency budget of Twenty-Six Thousand, Seventy-Three Dollars ($26,073.00).

SECTION 3. SCRIVENER'S ERRORS.

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

PASSED and **ADOPTED** this _____ day of _____ 2022.

_____
Veronica J. Williams, Mayor

Attest:

_____
Joanna Flores, City Clerk

Approved as to Form And Legal Sufficiency:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:	Adelina Gross			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*07/27/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
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**	**Yes** / **No**
						X	X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

Project No. 2022-06-022
Design, Permitting and Engineering Services During the Construction of Cairo Lane, NW 127th Street and Alexandria Drive

Staff Summary:

A resolution from the City Commission of the City of Opa-locka, to authorize the City Manager to accept the fee proposal from 300 Engineering Group P.A. and enter into an agreement with the firm to provide professional engineering, design, permitting support, bid and award, and engineering services during the construction of Cairo Lane, NW 127th Street, and Alexandria Drive.

On June 10, 2020, the City Commission of the City of Opa-locka accepted bid proposals in response to RFQ No. 20-0324200 and authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services. 300 Engineering Group, P.A. was one of the firms

selected to be part of the City's library of Engineering and Architectural Consultants to perform professional services for specific projects for the city on an as-needed basis. Furthermore, on September 9, 2020, the City Commission adopted Resolution No. 20-9802 authorizing the City Manager to enter into an agreement with 300 Engineering group, P.A. to provide engineering services for Assessment and Evaluation of Cairo Lane, NW 127th Street, and Alexandria Drive, including verification of the design proposed by the previous Contractor, and to develop the basis of design for completion of the stormwater, force main, water system, and roadway improvements for this area of the City.

Subsequently on July 28, 2021, the City Commission adopted Resolution No. 21-9892 to amend the existing contract to include the removal of debris along Cairo Lane and for the cleaning of the stormwater structures in Cairo Lane and NW 127th Street to allow the Engineering Consultant to conduct their assessment and evaluation.

The evaluation and assessment report were submitted to us in March 2022 and a summary of the report is provided as one of the attachments.

Financial Impact

300 Engineering has proposed to provide professional engineering, design, permitting support, bid and award, and engineering services during the construction of Cairo Lane, NW 127th Street, and Alexandria Drive for $260,730. Staff further recommends the approval of a 10% ($26,073) contingency to address unforeseen circumstances which may arise, and which would be utilized only upon the submission and approval of a formal change order. If a Change Order should exceed $25,000, staff will return to obtain Commission approval.

On the basis of the work to be done, it is proposed that 80% ($229,442) of this phase be funded from the Stormwater CIP Fund and 20% ($57,361) from the Safe Neighborhood CIP Fund for the roadway portion of this phase. The Stormwater portion will be funded in part by $77,058 remaining from the State Revolving Fund Loans LP1306 and LP1307.

Account	Description	Available	Project	Remaining Balance
87-5386315	Cairo Lane (Stormwater)	$1,700,331	$229,442	$1,470,889
44-541820	Cairo Lane (Roadway)	$118,397	$57,361	$61,036
Total Project (Including Contingency)			$286,803	

Proposed Action:

The Evaluation and Assessment report that was provided by 300 Engineering Group P.A. and the fee proposal for the provision of design, permitting, and engineering services during the construction of Cairo Lane, NW 127th Street, and Alexandria Drive were submitted to the Florida Department of Environmental Protection (FDEP) for review and approval, and the documents were recently approved by the agency. Therefore, staff recommends approval of this item to provide professional engineering, design, permitting support, bid and award, and engineering services during the

construction of Cairo Lane, NW 127th Street, and Alexandria Drive for $260,730. Staff further recommends the establishment of a Contingency of $26,073 to address conditions which may arise.

Attachment:

1. Agenda
2. Summary of the Assessment Report
3. Fee Proposal provided by 300 Engineering Group, P.A.
4. Resolution # 20-9802
5. Resolution # 21-9892
6. Contract Agreement

SUMMARY OF THE
EVALUATION AND ENGINEERING ASSESSMENT REPORT
BY 300 ENGINEERING GROUP P.A.

300 Engineering Group P.A. was contracted by the City of Opa-locka to perform an evaluation and engineering assessment to the Roadway and Drainage improvement Project of Cairo Lane, NW 127th Street, and Alexandria Drive. During the evaluation, the consultant was able to assess the water main system, the force main system, the stormwater system, and the roadway system for the project area to provide a condition assessment report. This summary shows a brief description of the proposed work for each system that was intended to be completed by the former contractor of this project, known as Intercounty Engineering; and it shows the findings by the consultant.

The water main system improvement indicated that the proposed infrastructure consisted of an upgrade of the water system along Cairo Lane, with the installation of a 12-inch PVC water main, as well as the installation of a new 12-inch water main along NW 127th Street and Alexandria Drive 9South end) and the installation of new fire hydrants for fire protection coverage within the project area. The assessment confirmed that the water mains along Cairo Lane, NW 127th Street, and Alexandria Drive were installed and are currently operational. According to the Construction Progress Report received from the Consultant, nine (9) service connections along NW 127th Street and Alexandria Drive, and five (5) along Cairo Lane were installed between February 2016 and July 2019. However, some service connections are pending, and due to the current conditions of the roadways, most of the installed connections were not able to be assessed. In addition, the firm was not able to locate all the fire hydrants within the project area as some were not installed or had been damaged after the installation. Several of the identified fire hydrants were in poor condition and/or broken. Also, none of the water valves or boxes were identified during the site assessment; therefore, the current condition is unknown.

The force main system Improvements indicated that the proposed infrastructure consisted of a 3-inch HDPE force main along Cairo Lane and Alexandria Drive. The proposed force main along Cairo Lane is to be interconnected with an existing City-owned 16-inch force main along NW 135th Street. The proposed force main along Alexandria Drive is connected to the terminal manhole of PS# 7; however, discrepancies in the hydraulic model prepared by Intercounty Engineering were identified in relation to the pressures at the point of connection with the existing 16-inch force main. During the assessment, the consultant was able to validate the installation of the 3-inch HDPE force main along Cairo Lane, but it is estimated that 245 LF of force main along this street which is required for the interconnection was not installed to the existing force main on NW 135th Street by the

previous contractor. The consultant was able to confirm that some of the wastewater service connections were installed along Cairo Lane and Alexandria Drive, and several are pending for installation. It was verified that the proposed 3-inch HDPE force main along Alexandria Drive was fully installed and connected to Manhole #1 from Pump Station #7.

The Stormwater System Improvement consisted of a network along Cairo Lane and NW 127th Street that conveys the runoff generated on the public right of way 9ROW) by gravity and directs it towards the NW 127th Street Canal for discharge prior to treatment. The drainage system consists of thirteen (13) precast grated catch basins, a 24-inch HDPE solid trunk line with one (1) storm manhole located at the intersection between Cairo Lane and NW 127th Street. The Cairo Lane portion of the system consists of twenty (20) precast grated catch basins, two (2) storm manholes and an HDPE solid drainage trunk line ranging in size from 18-inch to 36-inch. A treatment structure, located at the south end of the project, to remove nutrients, oils, and suspended solids. The analysis conducted by the Consultant indicated that the stormwater network proposed by Intercounty Engineering should provide the required level of service to manage the runoff generated in the public right of way (ROW) within the project area. During the assessment, the consultant was able to confirm that the stormwater system along NW 127th Street was installed. However, along Cairo Lane, approximately 1550 LF of the main trunk line, as well as some interconnections between catch basins from west to east, and two (2) drainage structures on the west side of the roadway are pending installation. The Consultant found that several catch basins along the drainage systems in Cairo Lane were compromised by failed structural integrity which causes infiltration of groundwater to the system, limiting its capacity to handle stormwater runoff. Additionally, the body of the stormwater treatment structure located right before the 36-inch RCP outfall pipeline at the south end of the project in Cairo Lane is built, but none of the internal treatment systems have been installed. Moreover, the elevations of the installed stormwater infrastructure, as per the updated topographic survey performed in December 2021, differ from the elevations indicated in the design drawings prepared by Intercounty Engineering.

Based on the review of the design documentation for the **Roadway Reconstruction,** the proposed improvements consisted of a new concrete pavement system that would survive the heavy traffic observed in the project area. The new roadway included the installation of 2640 LF and 2071 LF of improved concrete pavement and sidewalk along Cairo Lane and NW 127th Street respectively, as well as the reconstruction of the median on NW 32nd Street. The analysis indicated that the proposed design by Intercounty Engineering is adequate for the project area and some optimizations could be included in the next phase of the project. The installation of the new concrete pavement is still pending. Therefore, irregular roadway conditions prevailed which prompted the need for a provisional asphalt pavement along Cairo Lane to improve traffic conditions until the construction of the permanent roadway.

During the Assessment, a new topographic survey was performed to collect updated information about the project area, such as data from the ROW lines, utility easements, cross section elevations of the ROW, and others more; and based on the result of the survey, it was discovered that the current grade differs from the design grade proposed by Intercounty Engineering.

All the findings encountered by the engineering consultant while performing the Assessment and Evaluation of Cairo Lane, NW 127th Street, and Alexandria Drive will be added to the design documents that will be developed as part of this project; and all of them will be finally addressed during construction phase.

Efficient. Responsive. Innovative.

April 6, 2022

Airia Austin
Public Works and CIP Director
City of Opa-Locka
780 Fisherman Street
Opa-Locka, FL 33054

Re: RFQ-20-0324200 Architectural and Engineering Consulting Services – City with Cairo Lane, NW 127th Street and Alexandria Drive Project – Design, Permitting and Engineering Services During Construction

Mr. Austin

As requested, 300 Engineering Group P.A (300 Engineering) is pleased to submit this proposal to the City of Opa-Locka (City) to provide professional engineering, design, permitting support, bid & award and engineering services during construction for the referenced project.

Our proposal includes the following sections: Introduction, Description of Services, Schedule, Invoicing, Compensation, and Assumptions.

We appreciate the opportunity to provide our proposal for these services and look forward to supporting the City on this important project. If there are any questions, please do not hesitate to contact us at fatorrealba@300engineering.com.

Regards

Franklin A Torrealba, PE
Director

Cc: Rodolfo Remon/300 Engineering
Ana Dvorak/300 Engineering

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City of Opa-Locka

RFQ 20-0324200

Cairo Lane, 127th Street and Alexandria Drive Project – Design, Permitting and Engineering Services During Construction

SCOPE OF WORK

April 6, 2022

Prepared for:

City of Opa-Locka Public Works Department
Attn: Airia Austin
Public Works and CIP Director
City of Opa Locka
780 Fisherman Street
Opa-locka, FL 33054

Prepared by:

300 Engineering Group, P.A.
2222 Ponce de Leon Blvd, Suite 300
Coral Gables, Florida 33134

Table of Contents

INTRODUCTION 2

DESCRIPTION OF SERVICES 10

100 Project Management 11

200 60% Design Submittal and PER 11

300 90% Design Submittal and FER 13

400 100% Design and Bid Set Submittals 13

500 Permitting Support 14

600 Bid and Award Services 15

700 Engineering Services during Construction and Inspection Services 16

SCHEDULE 16

INVOICING 17

COMPENSATION 17

ASSUMPTIONS 17

City of Opa-Locka

RFQ 20-0324200

Cairo Lane, NW 127th Street and Alexandria Drive Project – Design, Permitting and Engineering Services During Construction

SCOPE OF WORK

INTRODUCTION

The City of Opa-Locka (City) owns, operates and maintains a water distribution system, a wastewater collection & transmission system and a stormwater management system within its service area. Cairo Lane, NW 127th Street and Alexandria Drive are within an industrial area located in the southwest portion of the City, south of NW 135th Street and east of the Douglas/Le Jeune Road Connector. The project area was once part of a 50-acre lake fill known as Milton's Dump that operated from 1966 to 1981.

In 2015, the City issued the Request for Proposal (RFP) No: 15-2904100 to conduct improvements to the water, wastewater, stormwater systems and roadway reconstruction at Cairo Lane, NW 127th Street and sections of Alexandria Drive. The project seeks to address the non-existing drainage system in the area and provide for improved roadway conditions.

The project was procured as a Design-Build project and the contract was awarded to Intercounty Engineering Inc. on May 13, 2015. Based on the design plans provided by the City on July 1, 2020, the project included the following:

Cairo Lane, from the NW 127th Street Canal to NW 135th Street:

- Installation of a new 3-Inch HDPE force main (FM), thirty-four (34) service connections to the property line for the connection of privately owned grinder pump stations and interconnection with an existing force main along NW 135th Street. Grinder pumps stations shall be designed and installed by the property owners
- Installation of new drainage system, including twenty (20) catch basins, trunk drainage pipping, nutrient removal treatment system at the south end of Cairo Lane and outfall to discharge to the 127th street canal
- Installation of a new section of 12-Inch PVC water main
- Roadway reconstruction

NW 127th Street, from Cairo Lane to NW 32nd Avenue:

- Installation of new drainage system, including thirteen (13) catch basins and trunk drainage pipping
- Installation of a new 12-Inch PVC water main and five (5) fire hydrants
- Roadway reconstruction

Alexandria Drive, from NW 127th Street to approximately NW 131st Street:

- Installation of a new 3-Inch HDPE FM and service connections to the property line for the connection of privately owned grinder pump stations. Grinder pumps stations shall be designed and installed by the property owners
- Installation of a new section of 12-Inch PVC water main

The construction began in February 2016 and due to financial constraints and unforeseen conditions the construction was stopped in July 2019. Based on progress reports provided by the City on July 1st, 2020 and a site visit conducted with the City on July 10th, 2020, the following infrastructure was installed:

- 3-Inch HDPE FM along Cairo Lane and five (5) service connections, not including the NW 135th Street crossing and connection to the existing force main
- South section of the trunk drainage pipe along Cairo Lane (up to catch basin 10), eighteen (18) catch basins and the stormwater treatment structure (without the filters)
- 12-Inch PVC water main section along Cairo Lane
- Trunk drainage line along NW 127th Street and thirteen (13) catch basins
- 12-Inch PVC water main along NW 127th Street and four (4) fire hydrants
- 3-Inch HDPE FM along Alexandria Drive and six (6) service connections
- 12-Inch PVC water main section along Alexandria Drive

Per the City, the construction progress has been summarized in the following figures and tables:

Figure 1. Cairo Lane Project

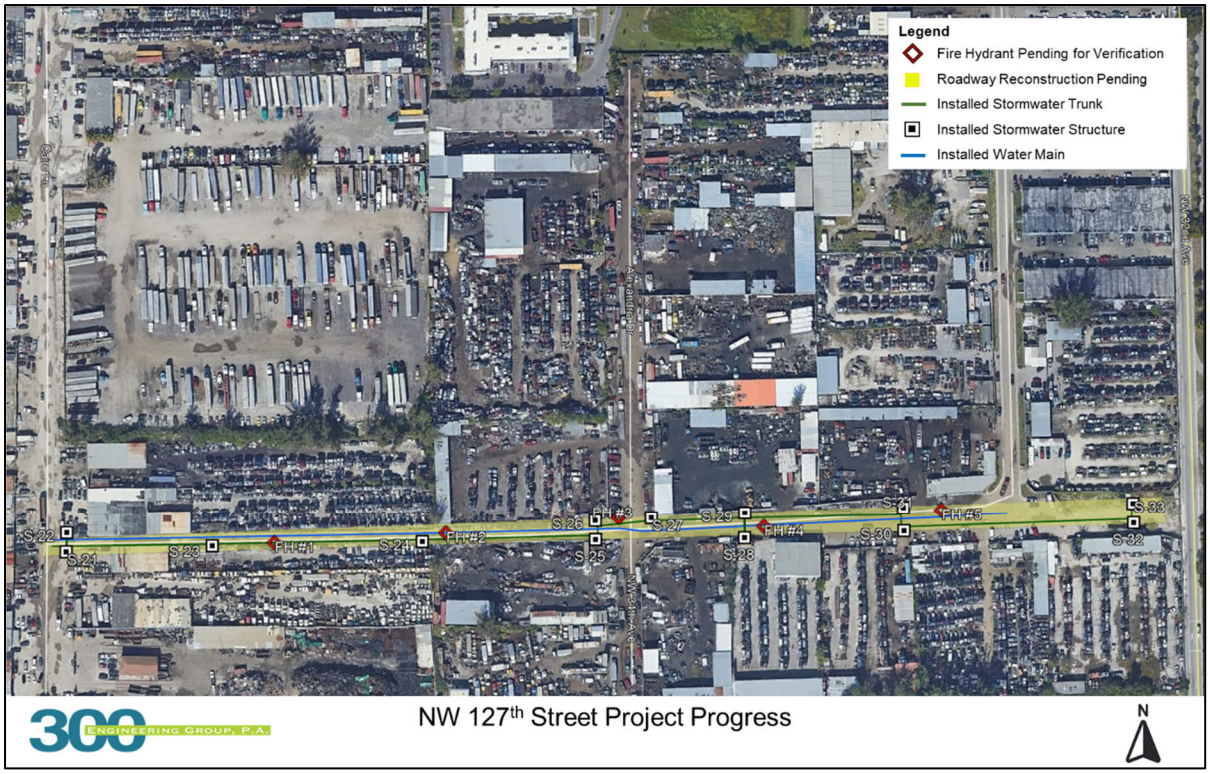


Figure 2. NW 127th Street Project

Figure 3. Alexandria Drive Project

Table 1. Stormwater Improvements Status per the City

Road	Estimated LF of Stormwater Trunk		Number of Stormwater Catch Basins	
	Installed	Pending	Installed	Pending
Cairo Ln	1,226	1,546	18	2
NW 127th St	1,987	-	13	-

Figure 4 – Stormwater Drainage System per design proposed by Intercounty Engineering Inc.

Table 2. Force Main Improvements Status per the City

Road	Estimated LF of Force Main		Laterals	
	Installed	Pending	Installed	Pending
Cairo Ln	2,449	165	5	29
Alexandria Dr	967	-	6	5

Figure 5 – Wastewater Collection and Transmission System per design proposed by Intercounty Engineering Inc.

Table 3. Water Distribution Improvements Status per the City

Road	Estimated LF of Water Main Installed	Number of new FH in the design
Cairo Ln	715	2
NW 127th St	1,680	5
Alexandria Dr	275	-

Figure 6 – Water Distribution Improvements per design proposed by Intercounty Engineering Inc.

Table 4. Roadway Reconstruction Status per the City

Road	Estimated LF of Pending Roadway Reconstruction
Cairo Ln	2,640
NW 127th St	2,071

As a separate task, the City of Opa-Locka requested 300 Engineering, Group P.A. (300 Engineering) to assess the design proposed by Intercounty Engineering, as well as to evaluate the conditions of the portions of the project that were built between 2016 and 2019 by Intercounty Engineering. This assessment was used to define the scope of work required to complete the proposed improvement for water, wastewater & stormwater systems and roadway reconstruction.

A summary of the assessment performed by 300 Engineering is presented below. The summary lists the specific scope items that 300 Engineering will include in the development of the final construction documents for this project as part of the Design, Permitting and Engineering Services During Construction included herein.

Roadway Reconstruction

As indicated above, no portion of the final roadway has been installed. As of September 2021, a temporary pavement (temporary 2-inch asphalt roadway constructed on a limerock base) was built by the City along Cairo Lane to improve the traffic conditions in the area. However, NW 127th Street remains unpaved. This temporary pavement covered several of the existing infrastructure such as water meters, water valves, catch basins, manholes, communications boxes, wastewater force connections, among others, as it does not align with the ROW lines. Moreover, current grades differ from the design grades proposed by Intercounty Engineering, with the new grade being higher in several places.

Under this scope of work, 300 Engineering will develop the final construction documents of the roadway reconstruction to include:

- Final concrete pavement design along Cairo Lane and NW 127th Street, including revised grade lines
- Development of detailed Maintenance of Traffic (MOT) plans along Cairo Lane and NW 127th Street

Stormwater System

Based on the original design by Intercounty Engineering and per 300 Engineering's field observations, approximately 1,550 LF of the main trunk drainage pipeline as well as several interconnections between catch basins are pending for installation along Cairo Lane. Additionally, two (2) catch basins (S-13 and S-15) were not installed and six (6) of the installed catch basins (S-5, S-7, S-11, S-17, S-19 and S-20) are buried underneath the temporary asphalt. Moreover, it was observed that S-2 and S-3 presented continuous ground water intrusion which is assumed to be infiltrating into the system due to structural issues.

The entire stormwater system along NW 127th Street was installed and located in the field (S-21 to S-33). However, oil contaminated materials were found in all these structures, and some of the

were found to be compromised, with failed structural integrity causing infiltration of groundwater to the system, as is the case of S-27. It was also observed that most of the stormwater structures along Cairo Lane and NW 127th Street were missing their final cover.

Installed structures might require rim elevation modification with a concrete collar to reach the adequate pavement grade. It was found that several of the catch basins were buried 1 foot to 1.5 feet below the current grade.

Moreover, the body of the stormwater treatment structure located before the outfall discharge at Cairo Lane was constructed but none of the internal treatment systems were installed. The 36-inch RC outfall pipeline was observed to be approximately 80% submerged in the canal. In addition, manatee grates were not present and the headwall system needs to be completed.

Based on field observations and evaluation of the design proposed by Intercounty Engineering, the installed stormwater infrastructure follows the original design concept and is considered adequate for stormwater management within the project site. Therefore, 300 Engineering will develop construction documents to finalize the installation of the portions of the network that are pending and will incorporate optimizations to the design to improve its performance.

Under this scope of work, 300 Engineering will develop the final construction documents for the completion of the stormwater system to include:

- Installation of pending section of drainage pipelines along Cairo Lane
- Installation of pending catch basins along Cairo Lane
- Repair and/or replacement of failing catch basins along Cairo Lane and NW 127th Street
- Installation of catch basin covers
- Adjustments of catch basins rim elevations to meet the proposed roadway elevation
- Completion of the installation of the treatment system to provide solids, nutrients and oily materials removal
- Completion of the installation outfall system

Wastewater System

During the field assessment, 300 Engineering was able to observe evidence of installation of the 3-inch HDPE force main along Cairo Lane. However, that the last portion of the force main (approximately 165 LF) along of Cairo Lane and the connection to the City's existing 16-inch force main at NW 135th Street were not installed. Only one (1) sewer connection was identified along Cairo Lane, as most of the installed infrastructure was covered by the temporary asphalt. The proposed 3-inch HDPE force main along Alexandria Dr was fully installed and connected to Manhole 1 from Pump Station 7.

The force main section crossing NW 135th Street will be designed using open trench installation which will allow for a more direct connection between the proposed 3-inch HDPE force main and the existing 16-inch force main, reducing pressure losses in the system and minimizing flow constrains that could cause clogs in the pipe.

Under this scope of work, 300 Engineering will develop the final construction documents for the completion of the wastewater system to include:

- Installation of approximately 165 LF of 3-inch HDPE force main via open trench

- Installation of interconnection with exiting 16-inch force main at NW 135th Street
- Repair and/or replacement of the existing sewer connections presumed to be damaged along Cairo Lane
- Installation of pending sewer connections presumed to be damaged along Cairo Lane
- Repair and/or replacement of damaged force main valves and/or valve boxes

Water System

As indicated by the City, the proposed water mains at NW 127th Street, Alexandria Drive and Cairo Lane were installed and are currently operational. As per the documentation provided by the City, there are fifteen (15) tapped service connections along NW 127th Street and Alexandria Drive, and five (5) along Caro Laine. However, most of the connections, valves and meters could not be located in the field, as they are all buried underneath the temporary pavement along Cairo Lane or under dirt along NW 127th Street and Alexandria Drive.

Several of the proposed or previously existing fire hydrants were not located during the site investigation activities. In addition, several of the fire hydrants that were identified in the field were in poor conditions and/or broken.

Under this scope of work, 300 Engineering will develop the final construction documents for the completion of the water system to include:

- Installation of pending fire hydrants
- Repair and/or replacement of damaged fire hydrants
- Repair and/or replacement of damaged water service connections, water meters, water valves and/or valve boxes

DESCRIPTION OF SERVICES

300 Engineering is hereby presenting a scope of services to provide the City with Cairo Lane, NW 127th Street and Alexandria Drive Project – Design, Permitting and Engineering Services During Construction. 300 Engineering intends to undertake this project on a Lump Sum fee basis.

This project has been divided into the following tasks:

Task	Description
100	Project Management
200	60% Design Phase
300	90% Design Phase
400	100% Design and Bid Set Submittals
500	Permitting Support
600	Bid and Award Services
700	Engineering Services during Construction and Inspection Services

100 Project Management

300 Engineering will provide project management services for the duration of the project. These services will include the following:

a. Kick-off and Coordination Meetings

- Prepare for and attend to the project kickoff meeting to be held at the City's offices or via teleconference with representatives from the City. The purpose of this meeting is to confirm project objectives, review project timeline, define roles & responsibilities, and discuss communication plan
- Prepare for and attend to the project monthly coordination meetings. 300 Engineering staff will attend these meetings in person at the City's facilities or by teleconference. For the purpose of estimating the level of effort associated with this activity, six (6) coordination meetings have been budgeted during the design and permitting phases of this scope of services
- For each meeting conducted under this project, 300 Engineering will prepare an agenda and meeting minutes

b. Project Progress Reports

300 Engineering will prepare monthly progress reports that will be issued to the City along with the monthly invoices. Monthly progress reports will include: overall status of the project, work performed during the work period, estimated completion of tasks and major sub-tasks, and current challenges/issues.

Deliverables

The following deliverables will be submitted to the City as part of Task 100:

- Meeting agendas and minutes (One (1) kick-off meeting and six (6) coordination meetings)
- Monthly progress reports (Twelve (12) monthly progress reports)

200 60% Design Submittal and PER

300 Engineering will develop the 60% design submittal for the improvements to the water, wastewater, stormwater systems and roadway reconstruction at Cairo Lane, NW 127th Street described herein. The 60% design submittal will include the following activities:

- Preparation of 60% design drawings (civil discipline) for the water system
- Preparation of 60% design drawings (civil discipline) for the wastewater system
- Preparation of 60% design drawings (civil discipline) for stormwater system and roadway reconstruction
- Preparation of technical specifications
- Preparation of Class 3 level estimate of probable construction cost
- Preparation of Preliminary Engineering Report (PER) for the sewer system
- Preparation of Preliminary Engineering Report (PER) for the stormwater system

300 Engineering will prepare the technical specifications based on the City's and/or MDWASD's standard specifications.

300 Engineering will also prepare a Class 3 level estimate of probable construction cost in accordance with AACE International Recommended Practice 56R-08 Cost Estimate Classification System.

The PERs shall be prepared to satisfy the requirements of the Miami-Dade County Regulatory and Economic Resources (MDRER) Department. The PER for the sewer system shall contain the following information:

- Introduction
- Project Location
- Reasons of Project
- Description of Force Main System
- Design Criteria for Force Main Replacement – (Hydraulic Model to be provided by the City or City's designee)
- Scope of Work
- Exhibits

The PER for the stormwater system shall contain the following information:

- Introduction
- Project Location
- Reasons of Project
- Description of Stormwater System
- Design Criteria for Stormwater System, including hydraulic modeling under revised site conditions
- Scope of Work
- Exhibits

It is anticipated that the City will complete its review of the 60% Design Submittal (drawings, technical specifications, estimate of probable construction cost) and PERs within ten (10) working days of receipt of the submittal.

Deliverables

The following deliverables will be submitted to the City as part of Task 200:

- 60% Design Drawings for the Water System including: location map, general notes, proposed plans and profiles. One (1) electronic set of drawings (24x36-inch at 1:20 scale)
- 60% Design Drawings for the Wastewater System including: location map, general notes, existing and proposed plans and profiles One (1) electronic set of drawings (24x36-inch at 1:20 scale)
- 60% Design Drawings for Stormwater System and Roadway Reconstruction including: location map, general notes, proposed plans and profiles, cross sections, pavement restoration, MOT, signage and markings. One (1) electronic set of drawings (24x36-inch at 1:20 scale)
- Technical specifications. One (1) electronic copy
- Class 3 Estimate of Probable Construction Cost. One (1) electronic copy
- Wastewater System Preliminary Engineering Report. One (1) electronic copy
- Stormwater System Preliminary Engineering Report. One (1) electronic copy

300 90% Design Submittal and FER

Upon approval of the 60% Design submittal, 300 Engineering shall prepare 90% drawings and specifications for the project. The 90% drawings will include updated general, civil and design details. Additionally, the stormwater system and roadway drawings shall include Maintenance of Traffic (MOT) and stormwater pollution prevention plans. The drawings and specifications shall include the necessary information to accommodate the proposed improvements. Please refer to Appendix A for a preliminary list of drawings. 300 Engineering will update the stormwater and wastewater system PERs based on the comments received from the City and will prepare the Final Engineering Reports (FER) to be used for permitting purposes.

City will provide standard contract documents including front-end documents. 300 Engineering will prepare the technical specifications based on Miami Dade Water and Sewer Department (MDWASD); and/or FDOT's standards.

The 90% design submittal (drawings, technical specifications, estimate of probable construction cost) will be submitted to the City for review and comments. The City shall provide the comments to 300 Engineering in electronic format. It is anticipated that the City will complete its review of the 90% design submittal within ten (10) working days of receipt of the submittal package.

Deliverables

The following deliverables will be submitted to the City as part of Task 300:

- 90% Design Drawings for the Water System. One (1) electronic set of drawings (24x36-inch at 1:20 scale)
- 90% Design Drawings for the Wastewater System. One (1) electronic set of drawings (24x36-inch at 1:20 scale)
- 90% Design Drawings for Stormwater System and Roadway Reconstruction. One (1) electronic set of drawings (24x36-inch at 1:20 scale)
- Technical specifications. One (1) electronic copy
- Class 1 Estimate of Probable Construction Cost. One (1) electronic copy
- Wastewater System Final Engineering Report. One (1) electronic copy
- Stormwater System Final Engineering Report. One (1) electronic copy

400 100% Design and Bid Set Submittals

Upon receipt of the comments from the City to the 90% design, 300 Engineering shall proceed with the preparation of the 100% design drawings. The 100% documents will be submitted to the City for final review and will be used to submit permit applications to the permitting agencies.

300 Engineering will prepare the Bid Set of construction documents to be utilized for bidding purposes after receipt of comments from the permitting agencies and comments from the City on the 100% design submittal.

It is anticipated that the City will complete its review of the 100% complete plans and specifications within ten (10) working days of receipt of the submittal package.

Deliverables

The following deliverables will be submitted to the City as part of Task 400:

- 100% Submittal (to be used for permitting):

    - Water System Drawings. One (1) electronic Signed and Sealed set of drawings (24x36-inch, scale 1:20)
    - Wastewater System Drawings. One (1) electronic Signed and Sealed set of drawings (24x36-inch, scale 1:20)
    - Stormwater System and Roadway Reconstruction Drawings. One (1) electronic Signed and Sealed set of drawings (24x36-inch, scale 1:20)
- Bid Set Submittal (to be used for bidding purposes)
    - Water System Drawings. One (1) electronic Signed and Sealed set of drawings (24x36-inch, scale 1:20)
    - Wastewater System Drawings. One (1) electronic Signed and Sealed set of drawings (24x36-inch, scale 1:20)
    - Stormwater System and Roadway Reconstruction Drawings. One (1) electronic Signed and Sealed set of drawings (24x36-inch, scale 1:20)
    - Technical Specifications. One (1) electronic copy
- Class 1 Estimate of Probable Construction Cost. One (1) electronic copy

500 Permitting Support

300 Engineering will perform the following activities:

- Prepare one (1) permit application, per agency identified below
- Provide design data as required for permit approval from the various regulatory agencies
- Prepare signed and sealed contract documents for regulatory agency/City review, as described in task 400
- Respond to requests for information (RFIs) issued by the regulatory agencies within ten (10) working days of receipt of comments

Anticipated regulatory reviews are as follows:

Miami-Dade County Fire Rescue

It is anticipated that a Municipal Permit will be required with the Miami-Dade Fire Rescue for the fire hydrants and/or fire services located within the project.

Miami-Dade County RER/FDEP

It is anticipated that a Sewer Extension Permit will be required for the force main extension considered herein.

Florida Department of Transportation

It is anticipated that a Utility Permit with the Florida Department of Transportation will be required for the project.

FDEP

It is anticipated that a National Pollution Discharge Elimination System (NPDES) Generic Permit for Large and Small Construction Activities might be required for the project.

Miami-Dade County RER-DERM

It is anticipated that a Class II permit with RER/DERM will be required for the construction of drainage system with overflow or outfall in, on or upon any water body within the project. A stormwater pollution prevention plan will be prepared for the project.

City of Opa-Locka Public Works Department

It is anticipated that a Public Works Building Permit will be required for this project.

Miami-Dade County Public Works Department

It is anticipated that a Dry Run review for the Miami-Dade Transportation and Public Works Department will be required for the project.

300 Engineering will respond to RFIs issued by the regulatory agencies as required. It is anticipated that up to two (2) RFIs per agency will be responded to during the permitting process.

Permitting fees are not included in this proposal. The City shall be responsible for all permit fees.

Deliverables

The following deliverables will be submitted to the City as part of Task 500:

- One (1) permit application per agency (as outlined above)
- Reponses to RFIs

600 Bid and Award Services

300 Engineering shall attend one (1) pre-bid conference for the project described herein. 300 Engineering shall prepare and distribute written meeting minutes to the bidders and attendees within three (3) calendar days after the pre-bid conferences.

300 Engineering shall receive, keep track, and provide timely responses to RFIs from contractors during the bid process. 300 Engineering shall prepare written addenda with RFIs and responses and the final version of each addenda shall be transmitted to the City's designee for review and issuance.

Within five (5) calendar days of receipt of bids, 300 Engineering shall evaluate the bids for completeness, responsiveness, and price, including alternative prices and unit prices, and shall make a recommendation to the City regarding award of the contract for the project.

Deliverables

The following deliverables will be submitted to the City as part of Task 600:

- Pre-bid conference meeting minutes. One (1) electronic copy emailed to the City's designee
- Response to RFIs from the potential bidders. One (1) electronic copy per RFI emailed the City's designee
- Formal Recommendation to the City regarding award of contract. One (1) electronic copy emailed to the City's designee

700 Engineering Services during Construction and Inspection Services

300 Engineering shall provide the following engineering services during construction:

- Preparation of Responses to RFIs. The number of responses to RFIs from the contractor shall be limited to twenty (20) under this scope of work
- Review of Shop Drawings submittals. The number of shop drawings review from the contractor shall be limited to twenty-five (25) under this scope of work
- Daily Construction Inspections for the duration of the construction phase. For the purpose of estimating the level of effort associated with this activity, six (6) months of construction have been budgeted
- Review and approval of contractor as-builts drawings, including verification of regulatory compliance and project certification
- Review and approval of change order requests. The number of review and approval of change order requests shall be limited to five (5) under this scope of work
- Attendance to Pre-Construction Meeting. The number of pre-construction meetings shall be limited to one (1) under this scope of work
- Attendance to Bi-weekly Construction Meetings
- Review and approval of contractor request for payment

300 Engineering will not provide construction management services under this scope of work. The City shall be responsible for the management of the Contractor.

Deliverables

The following deliverables will be submitted to the City as part of Task 700:

- RFI Response Memorandum. One (1) electronic copy emailed to the City designee per RFI
- Shop Drawing Submittal Review comments. One (1) electronic copy emailed to the City's designee per Shop Drawing review
- Daily Inspection Reports. One (1) electronic copy emailed to the City's designee per report
- As-built Review Memorandum. One (1) electronic copy emailed to the City's designee
- Change Order Review and Recommendations. One (1) electronic copy emailed to the City designee per change order request
- Pre-Construction Meeting Agenda and Meeting Minutes. One (1) electronic copy emailed to the City's designee
- Bi-weekly Construction Meeting Agendas and Meeting Minutes. One (1) electronic copy emailed to the City's designee per meeting
- Contractor Request for Payment Approval. One (1) electronic copy emailed to the City's designee per contractor payment request

SCHEDULE

The Project Schedule is approximately twelve (12) months from NTP.

INVOICING

Invoicing will be monthly as per the Contract between 300 Engineering and the City of Opa-Locka. Invoices shall be paid within thirty (30) days of invoice receipt.

COMPENSATION

The services described herein for Tasks 100 to 600 will be performed on a fixed lump sum fee basis, and in a time and materials fee basis for Task 700, as per the Contract between 300 Engineering and the City of Opa-Locka, in the amount shown in Appendix B as CONTRACT GRAND TOTAL. Miles, reproduction, and other reimbursable expenses are to be paid as presented and approved.

ASSUMPTIONS

This Scope of Services is based on the following assumptions:

- All requested information will be made available to 300 Engineering by the City
- When available, the City will provide 300 Engineering with any requested AutoCAD information in electronic format
- City's staff will be available to attend meetings and assist 300 Engineering with site visits as necessary
- City will provide standard contract documents including front-end documents. 300 Engineering will prepare the technical specifications based on Miami Dade Water and Sewer Department (MDWASD); and/or FDOT's standards
- MOTs will be prepared FDOT Standard Details as a base
- Permit fees shall be paid by 300 and reimbursed by the City
- Performance durations provided assume timely permit processing by regulatory agencies having jurisdiction over the project. Delays in obtaining permits beyond the control of 300 Engineering and our subconsultants may result in delays to the performance schedule for which 300 Engineering cannot be held liable
- 300 Engineering is responsible for the certification of the portions of the project designed by 300 Engineering
- 300 Engineering is responsible for obtaining the specified permits for this project, as listed herein, one time per agency only. If permits expire before the completion of the procurement and/or construction phases and permit renewals are required, these shall be considered additional permitting services, not included in this scope of work, and would require a scope and fee revision
- Water main extension permit will not be required as the water mains within the project area are already in operation
- 300 Engineering will not perform sanitary sewer hydraulic modeling services under this scope of work. City will provide the sanitary sewer model reports as required for sewer extension permits
- It is the responsibility of the Contractor to submit and secure a Class V permit application with RER/DERM prior to initiating construction work
- The force main section crossing NW 135th Street will be designed for open trench installation. This scope of work does not include HDD design

- The stormwater system will be designed to only manage the runoff generated by the public ROW
- The City will be responsible for enforcing code compliance in the project area to avoid illegal disposal of debris in the ROW and/or in the stormwater structures
- Environmental Assessment/Remediation activities are not included in this scope of work
- Existing utilities will be identified and considered during the design phases of the project. If major utility relocation design efforts are needed, this might require a revision of the scope of work
- The recommendations and design criteria defined in the Technical Memorandums prepared as part of a separate tasks were based on documentation provided by the City as well as limited field observations performed by 300 Engineering
- The estimation of the pressure at the point of connection (POC) of the force main will be conducted based on the data provide by the Hydraulic Model to be developed by the City's designee
- 300 Engineering shall not be responsible for any delays in the project caused by response times from the City and/or utility owners
- 300 Engineering shall not be held liable for the integrity, proper functioning and adequate installation of infrastructure installed by Intercounty Engineering
- 300 Engineering shall not be liable for any malfunction or damage to the City's roadways, water distribution system, drainage system, force main, and/or consumer lines
- The City shall provide 300 Engineering with the contact information of the property owners within the project site
- The City shall provide 300 Engineering with the contact information, if available, of utility owners that were involved during the Design-Build project conducted by Intercounty Engineering
- In consideration of this Project, unrestricted access to data and information sources is made available to 300 Engineering. 300 Engineering shall comply fully with all security procedures, and shall not divulge to third parties all confidential Data Information obtained from the City of Opa-Locka while performing consulting services, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the City of Opa-Locka. 300 Engineering shall not be required to keep confidential information or material that is publicly available through no fault of 300 Engineering, material that 300 Engineering developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State Law as a public record

APPENDIX A

Preliminary List of Drawings

1) Water System

Sheet	Description
G1	Title Sheet
G2	Notes and Legend
G3	General Notes
G4	Key Sheet
C1	Water Service Connections and Fire Hydrants Plan – Cairo Lane
C2	Water Service Connections and Fire Hydrants Plan – Cairo Lane – Cairo Lane
C3	Water Service Connections and Fire Hydrants Plan – Cairo Lane – Cairo Lane
C4	Water Service Connections and Fire Hydrants Plan – Cairo Lane – Cairo Lane
C5	Water Service Connections and Fire Hydrants Plan – Cairo Lane – Cairo Lane
C6	Water Service Connections and Fire Hydrants Plan – Cairo Lane – Cairo Lane
C7	Water Service Connections and Fire Hydrants Plan – Cairo Lane – Cairo Lane
C8	Water Service Connections and Fire Hydrants Plan – Cairo Lane – NW 127th Street
C9	Water Service Connections and Fire Hydrants Plan – Cairo Lane – NW 127th Street
C10	Water Service Connections and Fire Hydrants Plan – Cairo Lane – NW 127th Street
C11	Water Service Connections and Fire Hydrants Plan – Cairo Lane – NW 127th Street
C12	Water Service Connections and Fire Hydrants Plan – Cairo Lane – NW 127th Street
C13	Civil Details
C14	Civil Details
C15	Standard Details
C16	Standard Details
C17	Standard Details

2) Wastewater System

Sheet	Description
G1	Title Sheet
G2	Notes and Legend
G3	General Notes
G4	Key Sheet
C1	Force Main Plan & Profile – Cairo Lane
C2	Force Main Plan & Profile – Cairo Lane
C3	Force Main Plan & Profile – Cairo Lane
C4	Force Main Plan & Profile – Cairo Lane
C5	Force Main Plan & Profile – Cairo Lane
C6	Force Main Plan & Profile – Cairo Lane
C7	Force Main Plan & Profile – Cairo Lane
C8	Civil Details
C9	Civil Details

C10	Standard Details
C11	Standard Details
C12	Standard Details

3) Roadway and Stormwater System

Sheet	Description
G1	Title Sheet
G2	Notes and Legend
G3	General Notes
G4	Key Sheet
C1	Stormwater Structures Demolition/Modification Plan
C2	Stormwater Structures Demolition/Modification Plan
C3	Roadway and Drainage Plan & Profile – Cairo Lane
C4	Roadway and Drainage Plan & Profile – Cairo Lane
C5	Roadway and Drainage Plan & Profile – Cairo Lane
C6	Roadway and Drainage Plan & Profile – Cairo Lane
C7	Roadway and Drainage Plan & Profile – Cairo Lane
C8	Roadway and Drainage Plan & Profile – Cairo Lane
C9	Roadway and Drainage Plan & Profile – Cairo Lane
C10	Roadway and Drainage Plan & Profile – NW 127th Street
C11	Roadway and Drainage Plan & Profile – NW 127th Street
C12	Roadway and Drainage Plan & Profile – NW 127th Street
C13	Roadway and Drainage Plan & Profile – NW 127th Street
C14	Roadway and Drainage Plan & Profile – NW 127th Street
C15	Roadway and Drainage Plan & Profile – NW 32nd Avenue
C16	Civil Details
C17	Civil Details
C18	Civil Details
C19	Civil Details
C20	Civil Details
C21	Civil Details
C22	Civil Details
C23	Civil Details
C24	Standard Details
C25	Standard Details
C26	Standard Details
C27	MOT – Cairo Lane
C28	MOT – Cairo Lane
C29	MOT – Cairo Lane
C30	MOT – Cairo Lane
C31	MOT – Cairo Lane

C32	MOT – Cairo Lane
C33	MOT – Cairo Lane
C34	MOT – NW 127th Street
C35	MOT – NW 127th Street
C36	MOT – NW 127th Street
C37	MOT – NW 127th Street
C38	MOT – NW 127th Street
C39	Cross Sections – Cairo Lane
C40	Cross Sections – Cairo Lane
C41	Cross Sections – Cairo Lane
C42	Cross Sections – Cairo Lane
C43	Cross Sections – Cairo Lane
C44	Cross Sections – Cairo Lane
C45	Cross Sections – Cairo Lane
C46	Cross Sections – NW 127th Street
C47	Cross Sections – NW 127th Street
C48	Cross Sections – NW 127th Street
C49	Cross Sections – NW 127th Street
C50	Cross Sections – NW 127th Street
C51	Stormwater Pollution Prevention Plan
C52	Stormwater Pollution Prevention Plan
C53	Stormwater Pollution Prevention Plan
C54	Stormwater Pollution Prevention Plan
C55	Stormwater Pollution Prevention Plan
C56	Stormwater Pollution Prevention Plan
C57	Signing and Pavement Markings – Cairo Lane
C58	Signing and Pavement Markings – Cairo Lane
C59	Signing and Pavement Markings – Cairo Lane
C60	Signing and Pavement Markings – Cairo Lane
C61	Signing and Pavement Markings – Cairo Lane
C62	Signing and Pavement Markings – NW 127th Street
C63	Signing and Pavement Markings – NW 127th Street
C64	Signing and Pavement Markings – NW 127th Street
C65	Signing and Pavement Markings – NW 127th Street

City of Opa-Locka
RFQ No. 20-0324200
"Cairo Lane, NW 127th Street and Alexandria Drive Project – Design, Permitting and Engineering Services During Construction"

Fee Schedule

										Budget		Remarks
		Project Principal	Project Manager	Operations Support	Engineer of Record	Project Engineer	CAD Technician	Inspector	Total Hours	Labor	Subtotal	
	Rate, $/Hr	$215.00	$190.00	$160.00	$160.00	$140.00	$75.00	$90.00				
Subtask												
100	**Project Management**		26			31			57	$9,280.00	$9,280.00	Lump Sum
200	**60% Design Phase**		50	22	60	120	240		492	$57,420.00	$57,420.00	Lump Sum
300	**90% Design Phase**		27	12	30	60	120		249	$29,250.00	$29,250.00	Lump Sum
400	**100% Design and Bid Set Submittals**		19	10	20	60	80		189	$22,810.00	$22,810.00	Lump Sum
500	**Permitting Support**	2	36		21	72			131	$20,710.00	$20,710.00	Lump Sum
600	**Bid and Award Services**	2	10		12	8			32	$5,370.00	$5,370.00	Lump Sum
700	**Engineering Services during Construction and Inspection Services**		73		121	179		640	1013	$115,890.00	$115,890.00	Time & Materials
	Total (Hours)	**4**	**241**	**44**	**264**	**530**	**440**	**640**	**2163**			
	Sub-Total Labor Fee									**$260,730.00**	**$260,730.00**	
	Total Project Cost (Labor)										**$260,730.00**	
	% Utilization	**0.18%**	**11.14%**	**2.03%**	**12.21%**	**24.50%**	**20.34%**	**29.59%**	**100.00%**			
	Total ($)	**$860.00**	**$45,790.00**	**$7,040.00**	**$42,240.00**	**$74,200.00**	**$33,000.00**	**$57,600.00**	**$260,730.00**		**$260,730.00**	

Sponsored by: City Manager

RESOLUTION NO. 20-9802

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR COMPLETION OF THE CAIRO LANE, NW 127TH STREET AND ALEXANDRIA DRIVE PROJECT IMPROVEMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 10, 2020, the City Commission of the City of Opa-Locka ("Commission") accepted bid proposals from several firms for continuing professional architectural and engineering consulting services pursuant to RFQ No. 20-0324200. The Commission further authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services as provided therein; and

WHEREAS, more specifically, the City Commission approved entering into an agreement with 300 Engineering Group, P.A. for Civil Engineering, landscape architectural, structural engineering and traffic engineering services; and

WHEREAS, the City now desires to enter into an agreement with 300 Engineering Group, P.A., pursuant to the proposal attached hereto as Exhibit "A", to provide engineering services for the assessment and evaluation of the Cairo Lane, NW 127th Street and Alexandria Drive Project improvements, including the verification of the design proposed by the previous Contractor, and to develop the basis of design for the completion of the stormwater, force main, water system, and roadway improvements within the City, in an amount not exceed One Hundred Fifty-Nine Thousand, Two Hundred Ninety-Six Dollars ($159,296.00); and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with 300 Engineering Group, P.A. for continuing professional architectural and engineering consulting services as set forth herein.

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

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

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into an agreement with 300 Engineering Group, P.A. for continuing professional architectural and engineering consulting services to provide engineering services for the assessment and evaluation of the Cairo Lane, NW 127th Street and Alexandria Drive Project improvements within the City, in an amount not exceed One Hundred Fifty-Nine Thousand, Two Hundred Ninety-Six Dollars ($159,296.00) and in a contract form to be approved by the City Manager.

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 Governor's designee.

PASSED and **ADOPTED** this 9th day of September, 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Andrice Cliff, Esq. For
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Davis

Seconded by: Commissioner Kelley

VOTE:	**5-0**
Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

City of Opa-Locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**			
City Manager:	John E. Pate			**CM Signature:**	John E. Pate		
Commission Meeting Date:	*09/09/2020*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	x $159,296.00		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
						x	x
Funding Source: *Account#* :	*(Enter Fund & Dept)* Ex: 75-5356315		**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:

Engineering and Assessment Services to the Cairo Lane, NW 127th Street and Alexandria Drive Project

Staff Summary:

A Resolution from the City Commission of the City of Opa-locka, Florida, requesting approval for the City Manager to enter into an Agreement with 300 Engineering Group P.A. to conduct an Assessment and provide Engineering Evaluation Services to the existing and inactive project of Cairo Lane & NW 127th Street for Roadway and Drainage Improvement, including verification of the design proposed by the previous contractor, Intercounty Engineering, and to develop the basis of design for the completion of the stormwater, force main, water system and roadway improvement.

Financial Impact

Account	Description	Available	Project	Remaining Balance
75-5356315	Cairo Lane	$300,000	$159,296	$140,704

Proposed Action:

Staff recommends approval of this resolution as 300 Engineering Group P.A. was one of the selected engineering firms resulted from the RFQ 20-0324200.

Attachment:

1. Agenda
2. Proposal from 300 Engineering Group P.A.

Sponsored by: City Manager

RESOLUTION NO. 21-9892

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE ASSESSMENT AND EVALUATION PROJECT AGREEMENT FOR CAIRO LANE, NW 127TH STREET AND ALEXANDRIA DRIVE TO INCREASE THE PROJECT SCOPE OF WORK, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY THOUSAND DOLLARS ($290,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 10, 2020, the City Commission of the City of Opa-Locka accepted bid proposals in response to RFQ No. 20-0324200 and authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services; and

WHEREAS, 300 Engineering Group, P.A ("CONTRACTOR") was one of the firms selected to be a part of the City of Opa-Locka's library of Engineering and Architectural Consultants to perform professional services for specific projects for the City of Opa-Locka ("City") on an as-needed basis; and

WHEREAS, on September 9, 2020, the City Commission adopted Resolution No. 20-9802 authorizing the City Manager to enter into an agreement with 300 Engineering Group, P.A. to provide engineering services for an Assessment and Evaluation of Cairo Lane, NW 127th Street, and Alexandria Drive, including verification of the design proposed by the previous Contractor, and to develop the basis of design for completion of the stormwater, force main, water system, and roadway improvements for this area of the City ("Project"); and

WHEREAS, while the Contractor has been working on the Project, it is facing challenges completing the assessment and conducting the required topographic surveys and geotechnical investigations due to the condition of the drainage catch basins and the accumulated debris along Cairo Lane and NW 127th Street; and

WHEREAS, after construction was suspended in July 2019 by the former contractor, Intercounty Engineering Inc, the Project was left unfinished, causing irregular conditions in the right-of-way (ROW) with an accumulation of debris, dirt and garbage on the roadway and drainage structures. In addition, there have been

several incidents of illegal dumping in the project area, has further worsened the conditions of the ROW and impacted the City financially; and

WHEREAS, Staff has been working with the Contractor to find a solution to these issues, and has consequently received a proposal to amend the Assessment and Evaluation Project Contract; and

WHEREAS, the proposed first amendment is to increase the scope of work by Two Hundred Sixty-Four Thousand, Seven Hundred, Nineteen Dollars ($264,719.00) for the Removal of Debris and cleaning of the Stormwater Structures, pursuant to the Contractor's proposal dated June 24, 2021, attached hereto as Exhibit "A". The City Manager recommends an approximate ten percent (10%) Project contingency budget of Twenty-Five Thousand, Two Hundred Eighty-One Dollars ($25,281.00) for a total project cost of Two Hundred Ninety Thousand Dollars ($290,000.00); and

WHEREAS, in addition, the Contractor has requested changes to the original contract terms as described within the Amendment Agreement, attached hereto as Exhibit "B"; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to amend the Assessment and Evaluation Contract with 300 Engineering Group, P.A, as provided herein.

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

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

Section 2. Authorization
The City Commission of the City of Opa-Locka hereby authorizes the City Manager to execute the First Amendment to the Assessment and Evaluation Project Agreement for Cairo Lane, NW 127th Street and Alexandria Drive, attached hereto as Exhibit "B".

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 the need of a 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 28th of July, 2021.

Matthew Pigatt, Mayor

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Davis

Seconded by: Commissioner Taylor

VOTE:	3-0
Commissioner Taylor	YES
Commissioner Burke	ABSENT
Commissioner Davis	YES
Vice-Mayor Williams	ABSENT
Mayor Pigatt	YES

City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**			
City Manager:	John E. Pate			**CM Signature:**			
Commission Meeting Date:	*07/28/2021*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
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**	**Yes** / **No**
						X	X
Funding Source: *Account#:*	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ■ **Bus. & Economic Dev** □ **Public Safety** ■ **Quality of Education** □ **Qual. of Life & City Image** ■ **Communication** □				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

Contract Amendment #1 to the Assessment and Evaluation Project for Cairo Lane, NW 127th Street and Alexandria Drive

Staff Summary:

On June 10, 2020, the City Commission of the City of Opa-locka accepted bid proposals in response to RFQ No. 20-0324200 and authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services. 300 Engineering Group, P.A. was one of the firms selected to be part of the City's library of Engineering and Architectural Consultants to perform professional services for specific projects for the City on an as-needed basis. Furthermore, on September 9, 2020, the City Commission adopted Resolution No. 20-9802 authorizing the City Manager to enter into an agreement with 300 Engineering group, P.A. to provide engineering services for Assessment and Evaluation of Cairo Lane, NW 127th Street, and Alexandria Drive, including verification of the design proposed by the previous Contractor, and to develop the basis of design for

completion of the stormwater, force main, water system, and roadway improvements for this area of the City.

The firm has been working on the project. However, they are facing challenges to completing the assessment and conducting the required topographic surveys and geotechnical investigations due to the condition of the drainage catch basins and the accumulated debris along Cairo Lane and NW 127th Street. After construction was suspended in July 2019 by the former contractor, Intercounty Engineering Inc, the project was left unfinished, causing irregular conditions in the right-of-way (ROW) with an accumulation of debris, dirt and garbage on the roadway and drainage structures. In addition, there have been several incidents of illegal dumping in the project area, which has further worsened the conditions of the ROW and impacted the City financially.

Staff have been working with the firm to find a solution to these issues, and we have received a proposal to amend the Assessment and Evaluation Contract. Amendment #1 is to increase the scope of work by $264,719.00 for the Removal of Debris and cleaning of the Stormwater Structures according to the Consultant's proposal dated June 24, 2021, which is attached to this agenda item.

In addition, the Consultant has requested some minor changes to the original contract terms, and the staff will take this opportunity to review those changes with the City Attorney for legal recommendation and approval.

Financial Impact

This project primarily benefits the Stormwater Fund and secondarily City streets. It is proposed that the projected cost be split 80% to the Stormwater Fund and 20% to the Safe Neighborhood CIP Fund for the roadway portion. Additionally, since conditions may arise which would necessitate change orders, it is further recommended a Contingency of approximately 10% be approved, outside of the contract for which approval is requested, to allow staff to process change orders in a timely manner. Any change order exceeding $25,000 would be brought back to the Commission for approval. With 10% Contingency, the project would be $290,000, allocated as follows:

Account	Description	Available	Project	Remaining Balance
43-5386315	Cairo Lane (Stormwater)	$530,000	$232,000	$298,000
44-541820	Cairo Lane (Roadway)	–	$ 58,000	($58,000)
Total Project (Including Contingency)			$290,000	

The deficit in the roadway portion of this project will be funded in Budget Amendment #4.

Proposed Action:

Staff recommends that the City Commission authorize the appropriate City official to sign a contract for $264,719 with 300 Engineering Group, P.A. to provide additional engineering services for Assessment and Evaluation of Cairo Lane, NW 127th Street and Alexandria Drive and further authorize establishment of a Contingency of $25,281 to be available for small change orders which may become necessary.

Attachment:

1. Agenda
2. Proposal provided by 300 Engineering Group, P.A.
3. Executed Project Agreement for Design Services between Opa-locka and 300 Engineering Group, P.A.
   For the Assessment and Evaluation of Cairo Lane, NW 127th Street, and Alexandria Drive
4. Changes previously requested
5. Agreement Amendment #1

PROJECT AGREEMENT
FOR DESIGN SERVICES
BETWEEN
THE CITY OF
OPA-LOCKA AND
300 ENGINEERING GROUP P.A.

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____**,** 2021 between the **CITY OF OPA-LOCKA, FLORIDA,** a Florida Municipal Corporation with its principal offices located at **780 Fisherman Street, 4th Floor. Op-locka FL. 33054** (the "City"), and **300 ENGINEERING GROUP P.A.** (the "Consultant"), a Florida corporation authorized to conduct business in the State of Florida, with principal offices located at **2222 Ponce de Leon Blvd. Suite 300. Coral Gables, Florida 33134.**

WITNESSED:

WHEREAS, on June 10, 2020, the City approved a pool of Qualified Firms to provide Architectural and Engineering Consulting Services to the City on an as needed basis pursuant to RFQ# 20-0324200 Library of Miscellaneous Professional Consultants; and

WHEREAS, the Consultant is a member of the pool under the subcategory of Civil Engineering, Landscape Architectural, Structural Engineering and Traffic Engineering Services and has executed a Continuing Services Agreement; and

WHEREAS, the Consultant has been selected by the City to provide Design, Permitting and Engineering Services during the Construction (known as the “Project”, the “Services” or the “Scope of Services”) of Cairo Lane, NW 127th Street, and Alexandria Drive.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") between the parties), including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "A";** and

1.3 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

1.4 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. THE WORK

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services and accepted by the City.

3. PERIOD OF SERVICE

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. COMPENSATION

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of **Two Hundred Sixty Thousand Seven Hundred Thirty Dollars** ($260,730.00) specified in the Scope of Services request accepted by the City.

5. PAYMENTS

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment “A”. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5.2 The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. TERMINATION

This Agreement may be terminated by the City for convenience upon ninety (90) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. DEFAULT:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. ANTI-LOBBYING/NO CONTINGENT FEE:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. WARRANTIES AND GUARANTEES:

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. BINDING EFFECT:

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. AMENDMENTS AND MODIFICATION:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. MERGER: AMENDMENT:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. NONASSIGNABILITY:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. NOTICES:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

300 Engineering Group P.A.
2222 Ponce de Leon Blvd.
Suite 300
Coral Gables, FL 33134

FOR CITY:

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

WITH COPY TO:

Burnadette Norris-Weeks, P.A.
City Attorney
401 North Avenue of the Arts
(NW 7th Avenue)
Fort Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 954-768-9790

15. SEVERABILITY; WAIVER:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Scrutinized Companies

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

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

16.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

16.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

17. OTHER PROVISIONS:

17.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

17.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

17.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

17.4 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts,

pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

17.5 Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement or in the event of termination by either party, any reports, photographs, surveys and other data and documents and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

17.6 Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2821, OR BY MAIL: CITY OF OPA-LOCKA - CITY CLERK'S OFFICE, 780 FISHERMAN STREET, 4TH FLOOR. OPA-LOCKA FL 33054.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

ATTEST:

CITY OF OPA-LOCKA

_____
Joanna Flores, City Clerk

By:_____
Darvin Williams
Interim City Manager

Dated: _____

Approved as to form and legal sufficiency for the use of and reliance by the City of Opa-Locka only:

_____
City Attorney
Burnadette Norris-Weeks, PA

FOR CONSULTANT:

WITNESS:

300 Engineering Group P.A.

_____

By: _____
Authorized Representative

_____
Print Name

_____
Print Name

_____
Date

Corporate Seal:

ATTACHMENT "A"

Consultant Scope of Work and **Fee Proposal dated April 6, 2022,** to provide engineering consulting design services for **Cairo Lane, NW 127th Street and Alexandria Drive – Design, Permitting, and Engineering Services during construction for the amount of Two Hundred Sixty Thousand Seven Hundred Thirty Dollars ($260,730.00)**

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE PURCHASE OF A TRACT OF LAND LOCATED AT 13600 NW 17TH AVENUE (FOLIO 08-2122-018-0200) IN THE AMOUNT OF TWENTY-FOUR THOUSAND DOLLARS ($24,000), TO SERVE AS AN ACCESS EASEMENT FOR THE MAINTENANCE OF PINE TREE LAKE; PROVIDING FOR A CONTINGENCY BUDGET OF THREE-THOUSAND DOLLARS ($3,000); FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE OF SAID LAND, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY AND TO TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interim City Manager recommends that the City of Opa-Locka ("City") enter into an agreement with DMG Investment Group to purchase proposed easement property located at 13600 NW 17th Avenue (Folio 08-2122-018-0200) in the amount of Twenty-Four Thousand Dollars ($24,000) to facilitate maintenance of Pine Tree Lake; and

WHEREAS, the Interim City Manager further recommends the establishment of a Three-Thousand Dollars ($3,000.00) contingency budget to be available for ancillary expenses which may arise in completing and recording this transaction; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to purchase the proposed easement located at 13600 NW 17th Avenue (Folio 08-2122-018-0200) in the amount of Twenty-Four Thousand Dollars ($24,000), to facilitate maintenance of Pine Tree Lake and enter into an Agreement for the Sale and Purchase of Vacant Land in "As Is" Condition with TNJ Realty, LLC., as attached hereto as Exhibit "A" and enter into an agreement for same, in a form acceptable to the City Attorney.

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

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

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the purchase of a tract of land located at 13600 NW 17th Avenue (Folio 08-2122-018-0200) in the amount of Twenty-Four Thousand Dollars ($24,000), to serve as an access easement for the maintenance of Pine Tree Lake; further authorizing the Interim City Manager to execute the agreement for purchase and sale of said land, in a form acceptable to the City Attorney, provide for a contingency budget of Three Thousand Dollars ($3,000.00) for the purchase and to take all other necessary actions to effectuate the intent of this resolution.

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 following review by the City Attorney and 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 Governor's designee.

PASSED and **ADOPTED** this ____ day of _____ 2022.

_____
Veronica J. Williams, Mayor

Attest:

_____
Joanna Flores, City Clerk

Approved as to Form And Legal Sufficiency:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*07/27/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
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**	**Yes** / **No**
						X	X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		X	**Enhance Organizational** ☐				
			Bus. & Economic Dev ■				
			Public Safety ☐				
			Quality of Education ☐				
			Qual. of Life & City Image ■				
			Communication ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

Purchase of Land for Access Easement

Staff Summary:

A resolution of the City Commission of the City of Opa-locka, Florida, accepting the proposal presented by DMG Investment Group for the City to purchase a tract of land located at 13600 NW 17th Avenue (Folio 08-2122-018-0200) in the amount of $24,000, to serve as an access easement for the maintenance of Pine Tree Lake, and authorizing the City Manager to enter into and execute a purchase and sale agreement for said property.

Financial Impact This is an unbudgeted acquisition which will be addressed in Budget Amendment #4. In addition to the purchase price of $24,000, it is recommended that $3,000 be authorized above the purchase price to cover any legal, recording, or other fees associated with this transaction. The

amount will be charged to the Stormwater Fund, which will have responsibility for maintaining this lake.

The acquisition will be funded from Stormwater Contingency in Budget Amendment #4 as follows.

Account	Description	Available	Project	Remaining Balance
43-519610	Purchase of Land	$27,000	$24,000	$3,000

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to enter the City into an agreement with DMG Investment Group to purchase an easement at 13600 NW 17th Avenue (Folio 08-2122-018-0200) in the amount of $24,000 to facilitate maintenance of Pine Tree Lake. Staff further recommends the establishment of a $3,000 contingency to be available for ancillary expenses which may arise in completing and recording this transaction.

Attachment:

1. Agenda
2. Drawing of lot
3. Email with proposal

+ SITE INFORMATION

OWNER	DMG INVESTMENT TRUST LLC
FOLIO NUMBER	08-2122-018-0200
LOT AREA	10,575 Sq.Ft
ADDRESS	13600 NW 17 AVE.
LEGAL DESCRIPTION	PB 62-85 1ST ADDN TO PINE TREE LAKE LOT 40 PORT LOTS 39 41 BEG AT NW COR LOT 40 100FTS 29 DEG W50FT NELY11.5FT N 29 DEG E50FT E88.52FT N100FT W100FT TO POB LOT SIZE 10575 SQUARE FEET COC 23090-1810 02 2005 6

+ LOCATION

+ ZONING DATA:

ZONING: R-1

LOT SIZE 10,575 Sq.Ft

	REQUIRED	EXISTING	PROPOSED
LOT COVERAGE	35%	-----	2.252 Sq / 22%

SETBACKS

	REQUIRED	EXISTING	PROPOSED
FRONT	25 Ft.	25 Ft.	25 Ft.
INTERIOR SIDE	7.5 Ft.	--------	19'-9 Ft.
SIDE FACING STREET	15 Ft.	--------	21'-9" Ft.
REAR	25 Ft.	--------	25'-1" Ft.

+ SITE INVESTIGATION NOTE

EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK. THE BIDDER IS REQUIRED, BEFORE SUBMITTING HIS PROPOSAL, TO VISIT THE SITE OF THE PROPOSED WORK AND FAMILIARIZE HIM OR HERSELF WITH THE NATURE AND EXTENT OF THE WORK AND ANY LOCAL CONDITIONS THAT MAY IN ANY MANNER AFFECT THE WORK TO BE DONE AND EQUIPMENT, MATERIALS AND LABOR REQUIRED THEREFORE. SINCE THE WORK INVOLVES NEW AND/OR EXISTING BUILDINGS, SYSTEMS AND FACILITIES, SPECIAL CONSIDERATION SHALL BE GIVEN TO EXAMINATION OF WORKING CONDITIONS. NEW FACILITIES AND ALL BUILDING STRUCTURES FAMILIARIZE TO HIMSELF WITH ALL EXISTING CONDITIONS. SLIGHT VARIATION OF ROUTING AND OR CONSTRUCTIONS SHOULD BE ANTICIPATED BY THIS CONTRACTOR TO AVOID CONFLICTS WITH OTHER TRADES. THESE VARIATIONS ARE EXPRESSLY INCLUDED AS PART OF THE WORK WHENEVER REQUIRED AT NO ADDITIONAL COST TO THE OWNER. IGNORANCE ON THE PART OF THE CONTRACTOR WILL IN NO WAY RELIEVE HIM OF THE OBLIGATIONS AND RESPONSIBILITY ASSUMED UNDER THIS CONTRACT.

+ ALTERATION PROJECT PROCEDURES

REQUIREMENTS INCLUDED:

COORDINATE WORK OF TRADES AND SCHEDULE ELEMENTS OF ALTERATIONS AND RENOVATION WORK BY PROCEDURES AND METHODS TO EXPEDITE COMPLETION OF THE WORK.

CUT, MOVE OR REMOVE ITEMS AS NECESSARY TO PROVIDE ACCESS OR TO ALLOW ALTERATIONS AND NEW WORK TO PROCEED. INCLUDE SUCH ITEM AS:

a. REPAIR OR REMOVAL OF HAZARDOUS OR UNSANITY CONDITIONS.

b. REMOVAL OF ABANDONED ITEMS AND ITEMS SERVING NO USEFUL PURPOSE, SUCH AS ABANDONED PIPING, CONDUIT, AND WIRING.

c. REMOVAL OF UNSUITABLE OR EXTRAGENEOUS MATERIALS NOT MARKED FOR SALVAGE, SUCH AS ABANDONED EQUIPMENT AND DEBRIS INCLUDING ROTTED WOOD, RUSTED METALS AND DETERIORATED CONCRETE.

ALTERATIONS AND CONNECTIONS OF NEW CONTRUCTION TO EXISTING CONSTRUCTION OCCUR AT DUST SENSITIVE AREAS. EXECUTE ALL MEASURES TO COMPLETELY CONTROL AND SEPARATE DUST FROM EXISTING AREA AND EQUIPMENT.

+ TERMITE PROTECTION

ALL BUILDINGS SHALL HAVE PRE-CONSTRUCTION TREATMENT AGAINST SUBTERRANEAN TERMITES. THE RULES AND LAWS AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES SHALL BE DEEMED AS APPROVED WITH RESPECT TO PRE-CONSTRUCTION SOIL TREATMENT FOR PROTECTION AGAINST SUBTERRANEAN TERMITES. A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRABEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH THE RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES "

+ GENERAL SCOPE OF WORK

WORK ENCOMPASSED UNDER THIS SET OF CONTRACT DOCUMENTS INCLUDES THE CONSTRUCTION OF THE NEW ONE STORY RESIDENTIAL HOUSE.

+ NEW CONSTRUCTION:

- GROUND FLOOR:_____1,300,00 Sq.Ft.

+ NOTE

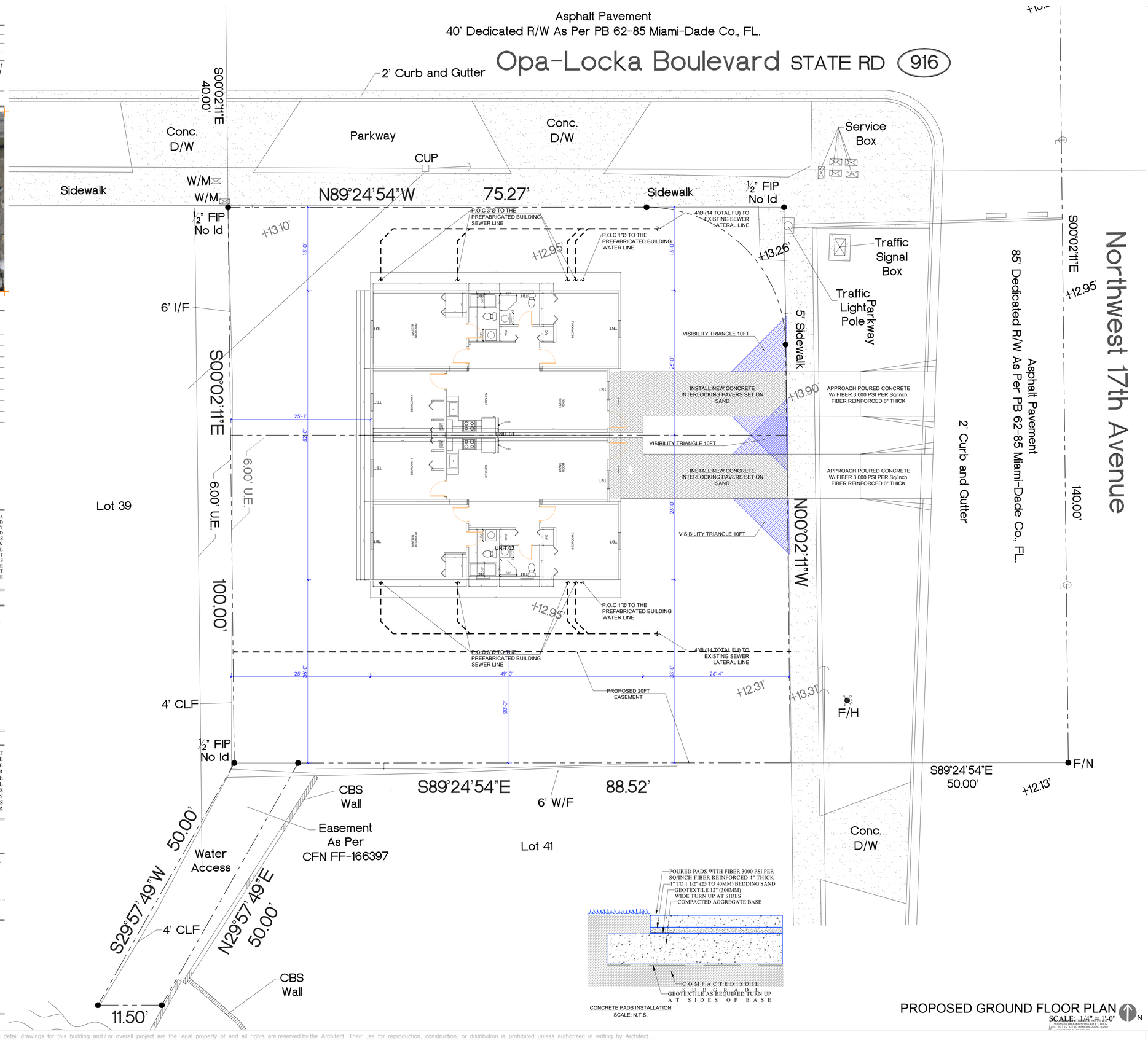
CONSTRUCTION DRAWINGS ARE DIAFRAMMATIC AND ARE NOT INTENDED TO SHOW EVERY DETAIL OF THE PROJECT.

CONTRACTOR TO PROVIDE ALL THE COMPONENTS NECESSARY FOR A COMPLETE AND FUNCTIONING PROJECT, EVEN IF NOT INCLUDED IN THE CONSTRUCTION DOCUMENTS.

ALTHOUGH IT IS UNDERSTOOD THAT THE CONTRACTOR IS NOT A LICENSED DESIGN PROFESSIONAL, THE CONTRACTOR SHALL COORDINATE ALL DIMENSIONS AND LOCATIONS OF SYSTEMS WITH ARCHITECTURE AND ALL DISCIPLINES INCLUDED IN THESE CONSTRUCTION DOCUMENTS.

THE CONTRACTOR AGREES TO PROMPTLY ADVISE THE ARCHITECT OF ANY NONCONFORMITY OBSERVED BY, OR MADE KNOWN TO, THE CONTRACTOR.

REFER TO "CONSTRUCTION NOTES" ON SHEET A0.02 FOR FURTHER INSTRUCTIONS.



nandezD+D
design+development

PROJECT

13600 NW 17 AVE

OWNER

DMG INVESTMENT TRUST LLC

ARCHITECT

NANDEZ Design+Development
2223 SW 13Th AVE
MIAMI, FL 33145
tel:786.703.7704
info@nandezdd.com
AA 26002732
IB 26001520

SEAL

ARCHITECT OF RECORD:
RALPH PUIG JR.
FL. ARCHITECT REG. #
AR 0012528

REWORKS

1 2 3 4 5 7 8

REVISIONS

1 2 3 4 5 7 8

INFORMATION

PROPOSED SITE PLAN

DATE: 10/11/2021
Scale: AS SHOWN
Job No.: 2021/
Drawn by: RP
Checked by: RP Jr.

Sheet
A101

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Airia Austin

From: Joel Dominguez <Joel@dmgigroup.com>
Sent: Monday, April 25, 2022 4:33 PM
To: Airia Austin; Gerald J. Lee
Subject: Re: 13600 NW 17th Avenue - Construction Plans and Permit Application

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

That price is for the easement. That lot is worth north of $200,000.

We must develop that corner because the city reached out to us about the lake access after we had already submitted plans to DERM, taken a loan and paid contractor and manufacturer a percentage of the construction cost.

If we must sell that lot today all the above-mentioned expenses will have to be added to the sales price.

Time is of the essence for us. That is why we need to have a public hearing scheduled ASAP.

Please Mr. Gerald. Can you confirm we are set for hearing?

Thank you.

Joel A. Dominguez
Partner
DMG Investment Group LLC
178 Giralda Ave 2nd Floor
Coral Gables, FL 33134
Direct: 786.413.5734
Email: joel@dmgigroup.com

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From: Airia Austin <Aaustin@Opalockafl.gov>
Sent: Monday, April 25, 2022 3:50:42 PM
To: Joel Dominguez <Joel@dmgigroup.com>; Gerald J. Lee <gjlee@OpaLockafl.gov>
Subject: RE: 13600 NW 17th Avenue - Construction Plans and Permit Application

Mr. Dominguez:
My apologies for not responding sooner the city manager would like to know if that price for city acquisition?

Thank you, Airia

From: Joel Dominguez <Joel@dmgigroup.com>
Sent: Monday, April 25, 2022 1:47 PM
To: Airia Austin <Aaustin@Opalockafl.gov>; Gerald J. Lee <gjlee@OpaLockafl.gov>
Subject: Re: 13600 NW 17th Avenue - Construction Plans and Permit Application

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Good afternoon,

I have not heard back from you since April 5th. Are we all good for the public hearing?

Please advise.

Thank you.

Joel A. Dominguez
Partner
DMG Investment Group

178 Giralda Ave 2nd Floor
Coral Gables, FL 33134
Direct: 786.413.5734
Email: joel@dmgigroup.com

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From: Joel Dominguez <Joel@dmgigroup.com>
Sent: Monday, April 18, 2022 7:29 AM
To: Airia Austin <Aaustin@Opalockafl.gov>; Gerald J. Lee <gjlee@OpaLockafl.gov>
Subject: Re: 13600 NW 17th Avenue - Construction Plans and Permit Application

Good morning,

I am following up on this matter. Are we all good for public hearing?

Please advise.

Thank you.

Joel A. Dominguez
Partner
DMG Investment Group

178 Giralda Ave 2nd Floor
Coral Gables, FL 33134
Direct: 786.413.5734
Email: joel@dmgigroup.com

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From: Joel Dominguez <Joel@dmgigroup.com>
Sent: Monday, April 11, 2022 5:34 PM
To: Airia Austin <Aaustin@Opalockafl.gov>; Gerald J. Lee <gjlee@OpaLockafl.gov>
Subject: Re: 13600 NW 17th Avenue - Construction Plans and Permit Application

Good afternoon,

Mr. Austin, attached - Site plan with proposed 20ft easement.

Mr. Lee, please confirm that nothing else is needed to proceed with the public hearing.

Thank you.

From: Airia Austin <Aaustin@Opalockafl.gov>
Sent: Tuesday, April 5, 2022 4:07 PM
To: Joel Dominguez <Joel@dmgigroup.com>; Gerald J. Lee <gjlee@OpaLockafl.gov>
Subject: RE: 13600 NW 17th Avenue - Construction Plans and Permit Application

Mr. Dominguez:
Thank toy for providing your expected price on the easement. This should be done separate and apart from your intent to construct; please provide us with a drawing of the legal description of the easement, so we can bring it before the City Commission for approval. How was the determination of $24,000 made?

Airia Austin, Public Works/CIP Director
City of Opa Locka
12950 NW 42nd Avenue
Opa-locka, FL 33054
Office: 305-953-2868 Ext.1450
Cellular: 305-321-2595
Email: aaustin@opalockafl.gov

From: Joel Dominguez <Joel@dmgigroup.com>
Sent: Tuesday, April 5, 2022 10:16 AM
To: Gerald J. Lee <gjlee@OpaLockafl.gov>; Airia Austin <Aaustin@Opalockafl.gov>
Subject: Re: 13600 NW 17th Avenue - Construction Plans and Permit Application

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Good morning Mr. Lee,

That is correct. We are going with option 2 on the letter. (2 SFH that will share a common wall).

Since this process cannot be expedited, we are willing to give the maintenance easement to the city in exchange for a one-time fee of $24,000 to help us burden the cost of time and inflation in this venture. (I discussed this with Mr Austin on our last call)

This fee will help us cover the legal costs involved in drafting the easement as well as the costs involved for not having the option to expedite the process.

Let me know if anything else is needed on our end to submit the package for the hearing.

Also, let me know if we should start working on the drafting of the easement prior to the hearing.

Thank you.

Joel A. Dominguez

Partner

DMG Investment Group LLC

178 Giralda Ave 2nd Floor

Coral Gables, FL 33134

Direct: 786.413.5734

Email: joel@dmgigroup.com

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From: Gerald J. Lee <gjlee@OpaLockafl.gov>
Sent: Thursday, March 24, 2022 4:35 PM
To: Joel Dominguez <Joel@dmgigroup.com>
Subject: RE: 13600 NW 17th Avenue - Construction Plans and Permit Application

Mr. Dominguez,

I received your permit application and site plan for the development of two single family homes for the aforementioned property. Per correspondence from Planning & Community Development Department staff dated December 10, 2021 we provided four options at that time. The plan you submitted requires formal Special Exception hearing review before the Planning & Zoning Board and formal review and approval before the City Commission at a public hearing as indicated in the 12-10-21 correspondence. (see attached)

One of the options provided to you would require only the submission of a building permit and that was the option of two single family homes that are separated from the other and complies with the required setbacks between the houses.

Please confirm that based on the plan provided, that you intend to submit a complete development package for a public hearing before the Planning & Zoning Board and before the City Commission for approvals before submission of building permits.

Sincerely,

Gerald J. Lee, Planner/Zoning Official
Planning & Community Development Dept.

OPA-TISHA-WOCKA-LOCKA

The GREAT CITY

780 Fisherman Street | Opa-locka, FL 33054
P: 305 953-2868 X-1502
C: 305 807-8545
glee@opalockafl.gov
www.opalockafl.gov

Under Florida Law, email addreses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Joel Dominguez <Joel@dmgigroup.com>
Sent: Wednesday, March 23, 2022 6:41 PM
To: Gerald J. Lee <gjlee@OpaLockafl.gov>
Subject: Fw: 13600 NW 17th Avenue - Construction Plans and Permit Application

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Mr. lee,

See attached copy of the permit application along with the site plans to be submitted for the Opa-Locka corner of 17th avenue and 135th St.

Let me know if there is anything else we need to begin this process.

Sincerely,

Joel.

Joel A. Dominguez
Partner
DMG Investment Group

178 Giralda Ave 2nd Floor
Coral Gables, FL 33134
Direct: 786.413.5734
Email: joel@dmgigroup.com

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From: Lino Solano <lino@lerockconst.com>
Sent: Wednesday, March 23, 2022 5:33 PM
To: Joel Dominguez <Joel@dmgigroup.com>
Subject: 13600 NW 17th Avenue - Construction Plans and Permit Application

Good Afternoon Joel,

Attached, please find the copy of the permit application to be submitted to the city pertaining to the Lotus Side-by-Side Model.
Please, note that we will need an additional (2) copies of the survey signed/sealed since the previous one was submitted with the previous permit application.

Thank you

Kind Regards,
Lino R. Solano, CGC1524677
Principal
Lerock Construction, LLC.
2665 S. Bayshore Dr., Suite 220
Miami, FL. 33133
(305) 506-2693 Phone

(305) 506-2687 Fax
www.lerockconst.com
Confidentiality Warning: This electronic mail transmission contains information intended only for the use of the individual or entity named above. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

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Public Records Notice: Under Florida Law, email addresses and electronic communications are public records. If you do not want your email address or the content of your electronic communication released in response to a public records request, do not send electronic mail to this entity.

Public Records Notice: Under Florida Law, email addresses and electronic communications are public records. If you do not want your email address or the content of your electronic communication released in response to a public records request, do not send electronic mail to this entity.

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH HYDRA SERVICE, INC., IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND, FOUR HUNDRED EIGHTEEN DOLLARS AND THIRTY CENTS ($58,418.30), FOR THE DIRECT PURCHASE OF A PUMP AND APPURTENANCES FOR REPLACEMENT OF BURNT PUMP AT STATION #11-C (MASTER PUMP STATION), PUMP #2.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain pumps in the City of Opa-Locka's ("City") wastewater collection system are severely stressed due to improper use of the sanitary system. Pump Station 11-C (master station) has experienced an increase in service demand, thereby causing strain on the system. As a result, Pump #2 needs replacing to comply with DERM requirements; and

WHEREAS, the compatible ABS pump and appurtenances are necessary due to unique physical constraints with the wastewater pump station; and

WHEREAS, Hydra Service, Inc., located in DeBary, Florida is a sole source distributor contracted for Selzer wastewater (formerly ABS) products, which territory includes the entire State of Florida; and

WHEREAS, the Interim City Manager has proposed the replacement of Pump Station #1 lC, Pump#2, with the following parameters: Sulzer ABS Model XFP301M-CH2-PE1040/6 dry operation pump with 12" discharge, 140 HP, 460 volts and 16" impeller diameter; and

WHEREAS, Pursuant to Section 2-318(1)(b) and 2-318(1)(c) of the City's Purchasing Ordinance 20-07, "b. A contract may be awarded without competition when the city manager makes a written determination, after conducting a good faith review of available sources, that there is only one (1) source for the required supplies or contractual service. The city manager shall conduct negotiations as appropriate to price, delivery and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractors name, amount and type of each contract, and the identification number of each contract file; c. All sole source procurements, where the cost of the supplies or contractual services exceeds twenty- five thousand dollars ($25, 000. 00), shall be authorized by the city commission"; and

WHEREAS, the City Commission finds that it is in the best interest of the City and

its residents to purchase the compatible ABS pump and appurtenances from sole source supplier Hydra Service, Inc.

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

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

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka, hereby authorizes the Interim City Manager to enter into a sole source contract Hydra Service, Inc., in an amount not to exceed Fifty-Eight Thousand, Four Hundred Eighteen Dollars and Thirty Cents ($58,418.30), for the direct purchase of a pump and appurtenances for replacement of burnt pump at station #11-c (master pump station) and Pump #2, within the City.

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 following review by the City Attorney and 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 Governor's designee.

PASSED and **ADOPTED** this _____ day of _____ 2022.

_____
Veronica J. Williams, Mayor

Attest:

_____
Joanna Flores, City Clerk

Approved as to Form And Legal Sufficiency:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director: Airia Austin	**City Manager:** Darvin Williams
Department: Public Works Department	**Sponsor Name:** Darvin Williams
Meeting Date: July 27, 2022	**Item Type:** Resolution
Strategic Plan Related: No	**Strategic Plan Priority Area:** Enhanced Organizational Business and economic development Public Safety Quality of Life and City Image
Strategic Plan Objective/Strategy:	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH HYDRA SERVICE, INC., IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND, FOUR HUNDRED EIGHTEEN DOLLARS AND THIRTY CENTS ($58,418.30), FOR THE DIRECT PURCHASE OF A PUMP AND APPURTENANCES FOR REPLACEMENT OF BURNT PUMP AT STATION #11-C (MASTER PUMP STATION), PUMP #2.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Pump Station 11-C is a Master Station which receives the wastewater output of six satellite pump stations for the subsequent forwarding of wastewater to the County for processing. As such, it is central to the smooth functioning of the City's sewer system. It is designed for four pumps with three in operation and with the fourth in stand-by mode to take over when any of the other pumps have to be taken off-line, consistent with DERM requirements. Recently, one of the pumps was severely damaged due to inappropriate materials being introduced into the sewer system. It has been determined that it will require approximately $48,000 to repair the damaged pump, whereas a new pump with a five-year warranty can be obtained for approximately $10,000 more. Staff recommends that a new pump be obtained.

Because of the nature of the controls in this pump station, it is necessary to replace the damaged pump with identical equipment, a Sulzer ABS Model XFP301M-CH2-PE1040/6 dry operation pump with 12" discharge, 140 HP, 460 volt and 16" impeller diameter. The Sulzer Company advises there is only one authorized dealer in Florida, Hydra Services, Inc. Therefore, staff further recommends that procurement of this pump be approved on a sole source basis.

Hydra Services, Inc. indicates that once a purchase order is approved, it will take

approximately five months for the city to receive the equipment. It should be noted that if one of the remaining pumps fails, the pump station can still function under normal circumstances, although the possibility of back-ups and spills will increase when the sewer system has to deal with heavy loads, particularly when storm conditions cause introduction of excessive inflow and infiltration into the system. Consequently, it is vital that Pump Station 11-C be returned to full capacity as soon as possible.

Financial Impact:
This pump will be funded as follows.

Account	Description	Available	Project	Remaining Balance
35-535640	Machinery & Equipment	$85,119	$58,419	$26,700

Fiscal Impact: Yes

Funding Source: *(Account Number)*	Water and Sewer Fund - FY 2022 Budget	**Advertising Requirement:**	No
Contract/P.O. Required:	Yes	**RFP/RFQ/Bid#:**	

Proposed Action:

Staff recommends the City Commission approve the purchase of a Sulzer ABS Model XFP301-CH2-PE1040/6 pump for $58,418.30 from Hydra Services, Inc.

Attachment(s):

1. Selzer Sole Source Letter 06.28.22 - Hydra Service
2. Quote Hydra Service, Inc 02.17.22 $58,418.30
3. Reso - Pump Station 11C

SULZER

Sulzer Pumps Solutions Inc.
140 Pond View Drive
Meriden, CT 06450
Phone (203) 238 2700
Fax (203) 514 4364
www.sulzer.com

28 June 2022

To: Owen Carney, City of Opa Locka, Florida

The purpose of this letter is to confirm that Hydra Service Inc., located in DeBary, Florida, is the sole Distributor contracted for Sulzer wastewater (formerly ABS) products, including pumps, mixers, blowers and aerators, for the Municipal Wastewater Collection and Treatment market. Hydra Service's territory includes the entire state of Florida.

Nationally, we utilize a network of independent distributors/service centers to serve the Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. Hydra Service staff is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Tim Laskowski

Tim Laskowski
Regional Sales Manager
Sulzer Pump Solutions
(972) 654 - 0553
Timothy.laskowski@sulzer.com

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

SULZER abs

250 Springview Commerce Drive
Debary Florida 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 305-951-7286
Fax:

TO:	**City of Opa Locka**	FROM:	**Luis Casas**
		EMAIL:	luis@hydraservice.net
ATTN:	**Owen H Carney**	DATE:	**February 17, 2022**
PHONE	**305-953-2828**	QUOTE:	**220217-1LC**
FAX:		REF:	**Replacement Pump-SQ 24860-PS 11C-P#2**
EMAIL:	ocarney@opalockafl.gov	ENG FIRM:	

1 **Sulzer/ABS Model XFP301M-CH2-PE1040/6 submersible pump, with 12" discharge 140HP, 460 volt, 60 Hertz, 3 phase, with 49' power cord. without cooling jacket (WetPit). 16" Impeller Diameter.**

Rail bracket is NOT included
5 Yr. Standard Warranty
Pump Weight- 3484 LBS
City will not be utilizing pump on a constant basis requested no cooling option.

QUOTE VALID 30 DAYS.
PRICES SUJBJECT TO CHANGE DUE TO MARKET PRICING FLUCTUATIONS AND NEW TARIFFS ON RAW MATERIALS.

Delivery in 21-22 Wks. Pump not in stock coming from factory.

Note: **No other components or options (other than the scope of supply listed above) are included.**

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED **$58,418.30** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS
HYDRA SERVICE STANDARD TERMS AND CONDITIONS APPLY. PAYMENT TERMS ARE NET 30 DAYS.
ESTMTD DELIVERY: **21 OR 22** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.

ACCEPTED DATE 6-28-22 Review Date: _____

Owen Carney
NAME OF PURCHASER

REVIEWED BY HYDRA SERVICE PUMP REP.

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR (FY) 2022-2023; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FY 2022-2023; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 218.503, Florida Statutes, provides measures to resolve the financial emergency by the City of Opa-Locka, agreeing through the State and Local Agreement of Cooperation between the Governor and the City of Opa-Locka through Executive Order Number 2016-135 to submit to the Governor, on or before August 1st of each year, the proposed Annual Budget of the City, as preliminarily approved by the City Commission; and

WHEREAS, the City Manager of the City of Opa-Locka has recommended a proposed budget of Funding (Revenue, Loans, Grants, Interfund Transfers-In and usage of Unassigned Fund Balance) (attached hereto as Exhibit "A")_____ and Expenditure of _____for FY 2022-2023, commencing October 1, 2022 and ending September 30, 2023 based on the underlying assumptions for revenue and expenditure estimates contained in the proposed Annual Budget documented and included with the budget submission, and as amended; and

WHEREAS, should the City Commission desire to make certain changes on July 27, 2022, which require adjustments and recalculation of the proposed annual budget amount (due to interfund transfers), the City Manager shall have the authority to make said changes and include same as a part of this Resolution.

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

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

SECTION 2. The City Commission hereby approves the proposed _____ government-wide Annual Budget for the City of Opa-locka, Florida for FY 2022-2023, commencing October 1, 2022 and ending September 30, 2023, for both Funding and Expenditures.

SECTION 3. The date, time and place for the public hearing to consider the above proposed Annual Budget shall be as follows:

PUBLIC HEARING
Date: Wednesday, July 27, 2022
Time: 7:00 p.m.
Place: Sherbondy Community Center Auditorium, 215 Perviz Avenue, Opa-Locka, Florida

SECTION 4. The City Manager is hereby directed to transmit the proposed Annual Budget to the State of Florida Governor's Designee, by August 1, 2022 in accordance with Executive Order Number 2016-135.

SECTION 5. The City Manager is hereby authorized to make certain adjustments and recalculate the proposed annual budget amount, due to interfund transfers, in order to reflect the correct budget amount prior to sending this Resolution to the Governor or Governor's Designee.

SECTION 6. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this 27th day of July, 2022.

_____
Veronica E. Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____
Commissioner Davis _____
Commissioner Dominguez _____
Vice-Mayor Taylor _____
Mayor Williams _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Bob Anathan			**Department Director Signature:**			
City Manager:	Darvin E. Williams			**CM Signature:**			
Commission Meeting Date:	July 27, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)* **N/A**	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
						X	X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: NA		**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)* **All areas**		
	X						
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

Preliminary Adoption of Proposed FY 23 City Budget To Be Forwarded To The Florida Governor

Staff Summary:

In accordance with the Local Agreement of Cooperation between the City and the State, the City is required to submit to the State by August 1st each year a proposed budget for the following fiscal year.

Proposed Action:

Staff recommends the City Commission review the proposed budget, directs staff to make adjustments as appropriate, preliminarily approves the amended budget and directs staff to ensure the budget is received by the Governor, or designee, by August 1, 2022.

Attachment:

1. Budget Book
2. Proposed Resolution

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR (FY) 2022-2023; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FY 2022-2023; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 218.503, Florida Statutes, provides measures to resolve the financial emergency by the City of Opa-Locka, agreeing through the State and Local Agreement of Cooperation between the Governor and the City of Opa-Locka through Executive Order Number 2016-135 to submit to the Governor, on or before August 1st of each year, the proposed Annual Budget of the City, as preliminarily approved by the City Commission; and

WHEREAS, the City Manager of the City of Opa-Locka has recommended a proposed budget of Funding (Revenue, Loans, Grants, Interfund Transfers-In and usage of Unassigned Fund Balance) (attached hereto as Exhibit "A")_____ and Expenditure of _____for FY 2022-2023, commencing October 1, 2022 and ending September 30, 2023 based on the underlying assumptions for revenue and expenditure estimates contained in the proposed Annual Budget documented and included with the budget submission, and as amended; and

WHEREAS, should the City Commission desire of make certain changes on July 27, 2022 which require adjustments and recalculation of the proposed annual budget amount (due to interfund transfers), the City Manager shall have the authority to make said changes and include same as a part of this Resolution.

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

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

SECTION 2. The City Commission hereby approves the proposed _____ government-wide Annual Budget for the City of Opa-locka, Florida for FY 2022-2023, commencing October 1, 2022 and ending September 30, 2023, for both Funding and Expenditures.

SECTION 3. The date, time and place for the public hearing to consider the above proposed Annual Budget shall be as follows:

PUBLIC HEARING
Date: Wednesday, July 27, 2022
Time: 7:00 p.m.
Place: Sherbondy Community Center Auditorium, 215 Perviz Avenue, Opa-Locka, Florida

SECTION 4. The City Manager is hereby directed to transmit the proposed Annual Budget to the State of Florida Governor's Designee, by August 1, 2022 in accordance with Executive Order Number 2016-135.

SECTION 5. The City Manager is hereby authorized to make certain adjustments and recalculate the proposed annual budget amount, due to interfund transfers, in order to reflect the correct budget amount prior to sending this Resolution to the Governor or Governor's Designee.

SECTION 6. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this 27th day of July, 2022.

_____
Veronica E. Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

Resolution No. 22-XX

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____
Commissioner Davis _____
Commissioner Dominguez _____
Vice-Mayor Taylor _____
Mayor Williams _____

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 9.3500 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR (FY) 2022-2023; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FY 2022-2023; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 200.065, Florida Statutes, provides that a taxing authority shall advise the Property Appraiser and Tax Collector of the proposed millage rate, the current year rolled-back rate and the date, time and place of the first budget hearing, at which time a public hearing will be held to consider the proposed millage rate and the tentative budget for the upcoming fiscal year; and

WHEREAS, the City Manager of the City of Opa-locka has recommended a proposed millage rate of rate of 9.3500 mills for FY 2022-2023, commencing October 1, 2022 and ending September 30, 2022.

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

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

SECTION 2. The proposed tax levy and millage rate for the City of Opa-locka, Florida for FY 2022-2023, commencing October 1, 2022 and ending September 30, 2023, is hereby proposed to be 9.3500 mills, which is $9.35 of property taxes per $1,000 of assessed property value within the City of Opa-locka. This represents a 8.798% increase over the rolled-back rate of 8.5939 mills, which is $8.5939 of property taxes per $1,000 of assessed property value.

SECTION 3. The date, time and place for the public hearing to consider the above proposed Annual Budget shall be as follows:

PUBLIC HEARING
Date: Wednesday, September 14, 2022
Time: 5:01 p.m.
Place: Sherbondy Community Center Auditorium, 215 Perviz Ave, Opa-locka, FL

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

PASSED and **ADOPTED** this 27th day of July, 2022.

_____
Veronica E. Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:
Commissioner Bass _____
Commissioner Davis _____
Commissioner Dominguez _____
Vice-Mayor Taylor _____
Mayor Williams _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Bob Anathan			**Department Director Signature:**			
City Manager:	Darvin E. Williams			**CM Signature:**			
Commission Meeting Date:	July 27, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)* **N/A**	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: NA		**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)* **All areas**		
	X						
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

Adoption of Proposed Millage Rate and Establishing Date, Time and Place for First Budget Hearing

Staff Summary:

The City is required to adopt a proposed millage rate, establish the date, time and place for the initial September hearing, to be entered into the State TRIM (Truth in Millage) system no later than August 4, 2022. Staff recommends a millage rate of 9.3500 mills for FY 23, down from 9.6500 mills this fiscal year. This would be a 3.1% reduction in the millage rate. Since Homesteaded properties are limited to an assessment growth of 3.0% under State Statute, the recommended millage rate would result in essentially no increase in property taxes for Homesteaded property owners.

Each change of 0.1000 mills in the City millage rate results in a change of approximately $135,000 in the City's property tax receipts and a further change of $12,997 in the proceeds the CRA receives from the City.

Staff further recommends that the first budget hearing be conducted prior to the first regularly scheduled Commission meeting on September 14th and the second budget hearing be conducted prior to the second regularly scheduled Commission meeting on September 28th, with the required advertising for the second hearing conducted on Sunday, September 25th. All recommended dates conform to State Statute (TRIM) requirements. Also, as required by State Statute, these dates don't conflict with those scheduled by the County Board of Commissioners (September 8th and 20th) and the County School Board (July 27th and September 7th.)

The City's FY 23 Rolled-Back Millage Rate is 8.5939 mills. The Rolled-Back Millage Rate is the millage rate which would provide the average property owner with no increase in property tax from the current fiscal year. The City's proposed millage rate of 9.3500 mills is 8.798% greater than the Rolled-Back Millage Rate and is required to be announced as such at the start of each budget hearing.

It should be noted that the millage rate and hearing information that is decided upon at this meeting will be reflected on the TRIM notices sent out to all property owners by the County by August 24th. The millage rate appearing on the TRIM notice is, for all practical purposes, the maximum millage rate the City can consider at the September hearings, since, although a higher millage rate can be adopted at that time, it becomes very expensive since first class mail has to be sent to all property owners advising them of this increase. Conversely, the Commission can adopt a lower millage rate at either of the September hearings with no additional requirements placed on the City.

Proposed Action:

Staff recommends that the City Commission determine an appropriate millage rate that best meets Commission objectives, establish the date, time and place for the initial September hearing and direct that the City Manager have the appropriate TRIM documentation completed, signed electronically and entered into the TRIM system no later than August 4, 2022.

Attachment:

1. Proposed Resolution

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 9.3500 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR (FY) 2022-2023; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FY 2022-2023; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 200.065, Florida Statutes, provides that a taxing authority shall advise the Property Appraiser and Tax Collector of the proposed millage rate, the current year rolled-back rate and the date, time and place of the first budget hearing, at which time a public hearing will be held to consider the proposed millage rate and the tentative budget for the upcoming fiscal year; and

WHEREAS, the City Manager of the City of Opa-locka has recommended a proposed millage rate of rate of 9.3500 mills for FY 2022-2023, commencing October 1, 2022 and ending September 30, 2022.

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

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

SECTION 2. The proposed tax levy and millage rate for the City of Opa-locka, Florida for FY 2022-2023, commencing October 1, 2022 and ending September 30, 2023, is hereby proposed to be 9.3500 mills, which is $9.35 of property taxes per $1,000 of assessed property value within the City of Opa-locka. This represents a 8.798% increase over the rolled-back rate of 8.5939 mills, which is $8.5939 of property taxes per $1,000 of assessed property value.

SECTION 3. The date, time and place for the public hearing to consider the above proposed Annual Budget shall be as follows:

PUBLIC HEARING
Date: Wednesday, September 14, 2022
Time: 5:01 p.m.
Place: Sherbondy Community Center Auditorium, 215 Perviz Ave, Opa-locka, FL

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

PASSED and **ADOPTED** this 27th day of July, 2022.

_____
Veronica E. Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	____
Commissioner Davis	____
Commissioner Dominguez	____
Vice-Mayor Taylor	____
Mayor Williams	____

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE SOURCEWELL SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR PUBLIC SECTOR AND EDUCATION ADMINISTRATION SOFTWARE SOLUTIONS WITH RELATED SERVICES AND ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE INSTALLATION AND SUPPORT OF THE FIRM'S ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM, IN AN AMOUNT NOT TO EXCEED ONE MILLION, FOUR HUNDRED THIRTY THOUSAND, TWO HUNDRED DOLLARS ($1,430,200.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of the Opa-Locka's central financial and ancillary functions Information Technology ("IT") system is more than twenty years old and is severely limited in its capability to ensure smooth operations for a Twenty-First Century organization. Modern organizations utilize Enterprise Resource Planning (ERP) Systems that integrate nearly all of an organization's operations into a single seamless IT environment which ensures that any transaction initiated by any department is transmitted throughout the ERP to be available to any other department that has need to make use of the information; and

WHEREAS, the City desires to upgrade its ERP Systems; and

WHEREAS, The Interim City Manager has considered various ERP software developer products and has determined that the Tyler Technologies, Inc. ERP, which has a very significant presence in this technology space, is the system that best meets the City's requirements; and

WHEREAS, on July 16, 2020, Sourcewell issued Request for Proposals 090320 for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities, and subsequently entered into a service agreement with Tyler Technologies, Inc. The contract expires on November 2, 2024; and

WHEREAS, the Interim City Manager recommends the City Commission authorize entering into a five-year contract with Tyler Technologies, Inc. for One Million, Four Hundred Thirty Thousand, Two Hundred Dollars ($1,430,200.00) for the installation and support of Enterprise Resource Planning (ERP) System; and

WHEREAS, the first year will cost $706,200.00, of which $181,000.00 is the annual license and the remainder, $525,200.00, is a one-time installation expense. This latter amount could be reduced somewhat if not all of the support hours included in the contract are required; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the Sourcewell Agreement with Tyler Technologies, Inc. so the City can benefit from already negotiated rates and enter into the Agreement for the installation and support of Tyler Technologies, Inc.'s Enterprise Resource Planning (ERP) System in an amount of One Million, Four Hundred Thirty Thousand, Two Hundred Dollars ($1,430,200.00) and consistent with Exhibit "A" hereto.

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

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

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to piggyback the Sourcewell Service Agreement with Tyler Technologies, Inc. for Public Sector and Education Administration Software Solutions with Related Services and enter into an agreement with Tyler Technologies, Inc. for the installation and support of the Enterprise Resource Planning (ERP) System, in an amount not to exceed One Million, Four Hundred Thirty Thousand, Two Hundred Dollars ($1,430,200.00) and consistent with the scope of services to be provided as attached Composite Exhibit "A" hereto.

Section 3. This Resolution shall take effect immediately upon adoption, and is subject to the review of the State of Florida Financial Emergency Oversight Board.

PASSED and **ADOPTED** this 22nd day of June, 2022.

_____
Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Lubotes Dauphin			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*07/27/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
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**	**Yes** / **No**
						X	X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	City Manager		**Department:** Information Technology		City Manager		

Short Title:

ACQUISITION OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FROM TYLER TECHNOLOGIES, Inc.

Staff Summary:

The City's central financial and ancillary functions IT system is more than twenty years old and is severely limited in many capabilities a twenty-first century organization utilizes to ensure smooth operations. These organizations utilize Enterprise Resource Planning (ERP) Systems that integrate nearly all of an organization's operations into a single seamless IT environment which ensures that any transaction initiated by any department is transmitted throughout the ERP to be available to any other department that has need to make use of the information.

Staff has considered various ERP software developer products and has determined that the Tyler Technologies, Inc. ERP, which has a very significant presence in this technology space, is the system that best meets the City's requirements.

This contract is based on piggybacking a competitively bid contract awarded by Sourcewell, a governmental national purchasing cooperative.

Financial Impact

This is a five-year contract. The first year will cost $706,200 of which $181,000 is the annual license and the remainder, $525,200, is one-time installation expense. This latter amount could be reduced somewhat if not all of the support hours included in the contract are required. The City will initially receive an invoice for the annual license fee ($181,000) which will either be a FY 22 or FY 23 expense depending on how quickly the project gets underway. The FY 22 IT software budget has $444,250 available if this initial invoice is a FY 22 expense. The installation expense will be billed as incurred and little, if any, of this expense is anticipated to be FY 22 expense. The FY 23 budget will reflect the installation expense and the FY 23 annual license. The contract will cost $1,430,200 over the five-year life of the contract, excluding any minor reductions which might occur from requiring fewer installation support hours.

Proposed Action:

Staff recommends the City Commission authorize the City Manager to enter into a five-year contract with Tyler Technologies, Inc. for $1,430,200 for the installation and support of that firm's Enterprise Resource Planning (ERP) System.

Attachment:

1. Agenda
2. Scope of Work (SOW) from Tyler Technologies, Inc.
3. Tyler Technologies, Inc.– Software as a Service Agreement
4. Awarded Contract #090320-TTI with Sourcewell Cover Page.
5. Tyler Technologies, Inc. Quote for Opa-locka

Solicitation Number: RFP #090320

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyler Technologies, 5101 Tennyson Pkwy., Plano, TX 75024 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTIES. During the term of a current Maintenance or SaaS Agreement, Vendor makes the following warranties:

1. Tyler Software Warranty - Vendor's software will substantially conform to the functional descriptions of the Vendor software contained in Vendor's Proposal or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Vendor's maintenance and support services and the governing functional descriptions for such future functionality will be set forth in Vendor's then-current documentation.
2. Tyler Services Warranty - Vendor warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Vendor provides services that do not conform to this warranty, Vendor will re-perform the services at no additional cost.
3. Third Party Warranties – Unless otherwise indicated, Vendor does not warrant the condition of any third party products or services resold through Vendor's reseller agreement. Vendor will pass through any 3rd party warranties it receives for such items and will reasonably cooperate and coordinate for access to warranty service for 3rd party items Vendor resells.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. The foreging notwithstanding Vendor may require (i) execution of a software and services agreement in a form substantially similar to the one included with Vendor's proposal and/or (ii) require agreement to terms required by 3rd party product providers.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order subject to Vendor's approval, not to be unreasonably withheld and payment by Participating Entity of the fee for the performance bond.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, subject to the terms of an executed software and services agreement between the Vendor and the Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;

- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. Sourcewell and Vendor acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

If the Vendor receives a request to release the data referred to in this article, the Vendor must comply with the Minnesota Government Data Practices Act, including any appropriate notice to Sourcewell. In such event, Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

Vendor will defend, indemnify, and hold harmless Sourcewell and/or a Participating Entity from third-party claims that the Vendor's software and/or documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets and will pay the amount of any resulting adverse final judgment (or settlement to which Vendor consents). Sourcewell or a Participating Entity must notify Vendor promptly in writing of the claim and give Vendor sole control over its defense or settlement. Sourcewell or a Participating Entity agree to provide reasonable assistance, cooperation, and information in defending the claim at Vendor's expense. If an infringement or misappropriation claim is fully litigated and Sourcewell or a Participating Entity's use of Vendor's Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Vendor consents) Vendor will, at Vendor's option either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
   a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
   b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
   c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party,

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the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

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

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

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

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

Minimum limits:

$500,000 each accident for bodily injury by accident

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$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The

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coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Vendor must provide 30 days notice of any change in insurance coverage at variance with the contract requirements and promptly remedy any such variance.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

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required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 12/10/2020 | 9:55 AM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 12/15/2020 | 11:07 AM CST

Tyler Technologies

DocuSigned by:
Andrea Fravert
F9BA6001D8B34DA...

By: _____
Andrea Fravert
Title: Director of Legal Affairs
Date: 12/15/2020 | 8:49 AM PST

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name:	Tyler Technologies
Does your company conduct business under any other name? If yes, please state:	Maine
Address:	1 Tyler Drive Yarmouth, Maine 04096
Contact:	Ehren Morse
Email:	ehren.morse@tylertech.com
Phone:	800-772-2260 4662
Fax:	207-712-6025
HST#:	75-2303920

Submission Details

Created On:	Thursday July 16, 2020 08:36:29
Submitted On:	Thursday September 03, 2020 16:18:31
Submitted By:	Ehren Morse
Email:	ehren.morse@tylertech.com
Transaction #:	2a2dd418-38ed-4881-94f8-bc0bd29d824c
Submitter's IP Address:	207.182.208.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Tyler Technologies	*
2	Proposer Address:	5101 Tennyson Pkwy, Plano, TX 75024	*
3	Proposer website address:	www.tylertech.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrea Fravert Director of Legal Affairs 1 Tyler Drive Yarmouth, Maine 04096 1-800-772-2260 Andrea.Fravert@tylertech.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ehren Morse Sales Operations Manager 1 Tyler Drive Yarmouth, Maine 04096 Ehren.Morse@tylertech.com 1-800-772-2260 ext. 4662	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Peter Rickett VP Sales Enablement 1 Tyler Drive Yarmouth, Maine 04096 Peter.Rickett@tylertech.com 1-800-772-2260	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Partnering with government and schools to deliver the best technology solutions is our passion at Tyler. We have decades of experience providing software and services – beginning our exclusive focus on the public sector in 1997 – no one in the market has the breadth or the experience we have. Public sector software is not just what we do, it's all we do. At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. Connecting data, processes, and people makes communities safer, smarter, and more responsive to the needs of residents. When technology works seamlessly, citizens connect to their communities and are more engaged, and government and schools can efficiently serve their constituents. What are our values? Purpose – we are purpose driven. Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for. Respect – we respect our resources. Respect for the environment is more than a mindset; it requires real investment and focus. In 2019, we continued to make meaningful changes to our operations,	

infrastructure, and product offerings to better conserve natural resources and address environmental concerns at global and local levels.

Community – we are committed to building community.

A spirit of community is a common thread that runs through every interaction, inside and outside our organization.For our communities, this means generous giving through the Tyler Foundation, our endowment for charitable giving. It also means continuing our unique relationship with Both Ends Believing, Tyler's nonprofit partner benefiting children in institutional care around the world.

For our company, this means support for the wellness and fulfilment of our employees, as well as for a wide range of causes they care about. In 2019, our commitment to employee engagement earned us inclusion in Forbes' America's Best Midsize Employers for the second straight year.

For our clients and shareholders, this means providing peace of mind by investing in security, compliance, and privacy initiatives that meet or exceed software industry standards. We publish specific guidance on these programs on the Compliance page of our website.

Integrity – we refuse to compromise on integrity.

Every aspect of our business begins and ends with integrity. In adhering to corporate governance standards, integrity is our guiding principle and our number one requirement for success — with our team members, our clients, our shareholders, and even with our competitors. We consider integrity to be at the heart of our success and uphold it on a daily basis through careful listening, thoughtful analysis, and responsible decision making.

Company Background

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. *

Tyler empowers government and schools to create safer, smarter, and more vibrant communities through integrated solutions ranging from Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records to Public Safety and K-12 Education, and has been exclusively focused on the public sector since 1997.
Tyler was founded in 1966, incorporated in Delaware in November 1989 and is a publicly traded corporation on the NYSE (TYL) and is headquartered in Plano, TX, with 28 office locations across the U.S. and Canada.

With a client retention rate of 98%, Tyler has more than 21,000 successful installations across 10,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Tyler offers scalable products with the smallest jurisdiction (Loving County, TX with a Population of 82) to the largest (Los Angeles County, CA with a population of 10.1M), and reinvests annually into research and development ($64M in 2019).

Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and K-12 Education. We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

Public Sector Focus

Tyler's business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on

		the public sector. It's 100 percent of our business. Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler—a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services. Our Experience Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.	
8	What are your company's expectations in the event of an award?	Tyler is invested in continuing to promote and foster usage of the contract. Tyler has been able to market the benefits of our existing contract internally and externally so sales staff are empowered with knowledge to promote its use and prospective clients are aware of its availability and benefit to their agency.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 29 consecutive quarters of profitability, and a total revenue for 2019 of $1.08 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a debt-free balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy. For additional revenue information please visit www.tylertech.com. Tyler's continued success validates our strategy of a singular focus of serving mission-critical needs of the public sector, backed by a strong balance sheet and strategic investments that bolster our market leadership. This singular focus is executed though multiple dimensions of products and services. In June of this year, Tyler was named to the S&P 500® index. This is a major achievement and milestone for Tyler reflecting Tyler's consistent growth and expanding market capitalization over the last two decades. Tyler's commitment to providing essential software and services to support the public sector remains stronger than ever. Please visit tylertech.irpass.com/Annual_Report_Financials to view our current annual report.	*
10	What is your US market share for the solutions that you are proposing?	Gartner estimates the total market for state/local government and education (excluding higher education) to be approximately $21B. Tyler currently estimates our addressable market in the US to be $9 billion, of which our current market share is around 13%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Tyler has an established presence in Canada with an increasing footprint and pipeline for new business. More than a third of our business units have existing clients in Canada and a strategic focus on increasing market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tyler has never petitioned for bankruptcy protection and as described above is very proud of it's financial strength with consistent long term revenue growth, a strong cash position and no current debt.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Tyler is best described as a manufacturer and service provider. A great benefit to Sourcewell members as Tyler not only develops and supports our software in house, we also have an impressive implementation team that works directly with our clients to ensure a smooth implementation. These internal teams work together seamlessly to ensure that all our products and services offered provide the best solutions to the public sector's evolving needs. Tyler offers a variety of solutions designed specifically for the public sector. From ERP and community development to public safety and school transportation, we provide solutions for all the public sector's needs. For Sourcewell members, that means one partner – one company to work with and solutions that were designed to work together.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The scope of services provided by Tyler do not include required licenses or certifications. Our proposal otherwise includes information related to certifications held by some of our personnel.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Tyler is not, and has not been over the last ten years, suspended or debarred from procurements in its various markets.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts; therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services. Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs over 5,500+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low—in recent years, about half of the industry average. Company Recognition Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States. Innovative and Strong: - Included in the S&P 500 (2020) - Government Technology Magazine's "GovTech Top 100 List" (2020) - ORBIE's "CIO of the Year" award (2020) - D Magazine's "CEO Financial Executives" award (2020) - Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017) - Forbes' "Most Innovative Growth Companies" list (2016, 2017) - Forbes' "America's Best Small Companies" list (nine times) - Barron's 400 Index ranking, a measure of the most promising companies in America (six times) - Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times) - Audit Integrity's "America's Most Trustworthy Companies" list (2007) Employer of Choice: - Forbes' "Best Employers for Diversity" (2019, 2020) - Forbes' "Best Employers for Women" list (2018) - Forbes' "Best Midsize Employers" list (2018) - Tyler's three Maine offices recognized as "Best Places to Work in Maine" (nine times since 2007) - The Atlanta Journal Constitution's "Top Workplaces" list (2020) - The Washington Post's "Top Workplaces" List (2020) - Dallas Morning News' "Best in DFW: Top Workplaces" recognized Tyler's Plano, Texas, office (five times) - Dayton Daily News' "Top Workplaces in the Dayton Metro Area" recognized Tyler's Moraine, Ohio, office - Tyler's Lubbock, Texas, office named to the "Best of Lubbock" list by the Lubbock Avalanche-Journal (2016 and 2017) - Detroit Free Press named Tyler's Troy, Michigan, office a top workplace (2017) - Phoenix Business Journal named Tyler's Tempe, AZ, office on Best Places to Work list (2017)	*
17	What percentage of your sales are to the governmental sector in the past three years	87% or Tyler's sales have been focused on the governmental sector in the past three years.	*
18	What percentage of your sales are to the education sector in the past three years	11+% of Tyler sales focused on the education sector in the past three years. More than 37% of all of Tyler's clients are education sector related organizations.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tyler is associated with CES, TIPS, TX DIR, MESC. OECM, TX Buyboard, NASPO (via Carahsoft). Additional state contracts include: Massachusetts ITS42, Missouri, New Jersey, Rhode Island, Virginia.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our federal division leverages GSA IT-70 which markets Tyler's Micropact solutions and our Data & Insights division has GSA Schedule 70 GS-35F-0119Y which markets Tyler's Socrata solutions.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Brevard County Sheriff's Ofice, FL	Bob Urie - Information Technology Manager	321.607.2697	*
North Carolina Judicial Branch	Bob Fowler -Chief Business Officer	919-890-1223	*
City of Hartford, CT	Mary Pippin - ERP Manager	860-757-9430	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of North Carolina	Government	North Carolina - NC	eCitations, eWarrants, Online Court Management System, eFiling	26 line items under 3 Suites	$30,209,174	*
State of South Carolina	Education	South Carolina - SC	Transportation – Routing and Planning, GPS, Mobile Data Terminal, Business Intelligence Dashboard	1 Suite	$14,500,000	*
Bexar County, TX	Government	Texas - TX	Online Court Management System, Civil Process Software, Probation Software, Jury Software, Corrections Software	24 line items under 5 Suites	$10,995,593	*
Dallas County, TX	Government	Texas - TX	Civil Process Software, Jury Software, Court Management System	46 line items under 3 Suites	$10,008,902	*
Franklin County, OH	Government	Ohio - OH	Appraisal Services, ePayments, ERP, Court Management Systems	4 suites	$9,415,143	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	

23	Sales force.	Tyler's organization is broken down into specific business units with focused and tenured sales teams successfully supporting each business unit. Sales departments are strategically structured with ample resources that focus on Tyler's existing clients and staff that focus exclusively on prospective new clients. Tyler is very proud of and benefits from its sales force being healthily tenured. This meaningfully supports the effectiveness of our sales organization, our consultative approach to selling and our clients' satisfaction when conducting business with Tyler. This undoubtedly helps to drive Tyler's client retention rate of 98%. In Tyler's largest division the average tenure of our sales team is 14 years and on average across the organization sales resources have spent 9+ working at Tyler and many have had careers with applicable experience doing business with the public sector. Additionally, one out of three of Tyler's employees has worked in the public sector. Our sales organization consists of nearly 400 resources who help to successfully operate Tyler's sales functions and support our growing customer base with knowledgeable and focus on each and every product that is purchased by our customers. Tyler product divisions are divided into seven distinct areas: Appraisal & Tax, Courts & Justice, Data & Insights, ERP, Federal, Local Government & Public Safety and five focused solution groups: Courts & Justice, Health & Human Services, K-12 Education, Public Administration and Transformative Technology. Tyler has offices across the United States to accommodate our growing employee & customer base and provide exceptional regional support for our existing clients. Tyler is headquartered in Plano, Texas. We have offices throughout the U.S., two in Canada, and one in the Philippines. With Sourcewell more recent expansion into Canada, Tyler looks to continue to build on this partnership and leverage this contract and Sourcewell's partnerships to expand business in Canada going forward. Tyler has a growing number of clients in Canada. Internal and external sales employees are cognizant of the effectiveness and purchasing vehicles and are specifically trained on the process for utilizing Sourcewell so they can provide information efficiently and effectively to our client and prospective clients. Tyler's clients have utilized the Tyler/Sourcewell contract more than any other means of cooperative purchasing, and Tyler looks to continue to grow the partnership and the volume of business that leverages this procurement method.	*
24	Dealer network or other distribution methods.	Tyler does not leverage a dealer network. We have proven success with selling direct to our customers and seamlessly integrating additional departments into each and every client relationship as customers continue their partnership with Tyler.	*
25	Service force.	Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions. Assembling a quality project team that suits for project needs is important. Upon award of contract, Tyler assigns a project manager and quality project team to ensure your implementation success. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer satisfaction is of the utmost importance to Tyler. That's why we've designed our customer support model to ensure that issues that arise are resolved within a timely manner. Tyler provides online and continuing education resources on its support website at www.tylertech.com/client-support. Support Organization Tyler technical support is organized by business process. Our product-specific teams allow support staff to focus on a distinct group of products and services by business process so they can handle calls quickly and accurately. The support product manager is responsible for the day- to-day operations of the team and ensures delivery of exceptional technical support to our clients. The team analysts and leads are responsible for assisting the team with client issues and providing ongoing team training. Technical support specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner. Contacting Us to Make a Support Request The most efficient way to reach us is to log a support request online through Tyler's online support incidents at www.tylertech.com/client-support. You can log a case for support anytime. All data is available in real-time. Your existing contact information defaults when you create a new support case. You provide: Description, Priority, Product suite, group, and module. Best practice is to enter as the product suite and to start with the application module for all issues – the application support team will collaborate with other groups as needed for resolution. The case create-form provides unlimited space for you to describe the question or problem in detail, and you can attach files or screen capture that may be helpful to support. Use the My View screen capture tool to record the issue and attach it to the support case. As you enter your request, potential solutions are offered in the Answer Panel to the right of the case entry form. If you do not find an answer while entering your request, continue with the submit. The case is routed to the team with the experts best matched to your request. Once submitted, you will receive an automated email that includes the case number for reference. A Focus on Client Success Our mission is to deliver superior service by providing a timely response, issue resolution, and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. When you contact technical support, your request is responded to by a technical support specialist who begins working on the request at first contact. Every contact from you is logged into our customer relationship management system. This system tracks the history of each case, including the time of first contact, priority of the issue, description of the request, support recommendations, client feedback, and resolution. A list of cases is available in real time on Tyler's support website. Case Priorities To best assist clients, we triage and monitor cases by priority. The case priority is based on your needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and for you. You are responsible for communicating the priority of the case and must contact support if the priority of an issue changes. Support resources are available 8:00 AM to 5:00 PM across four standard time zones (EST, CST, MST, and PST). Tyler has established escalation paths and severity levels that range from Critical to Non-Critical. Critical priority means an issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or a loss of multiple essential system functions for all users. Tyler aims for resolution in 1 day or less. High priority issues are ones where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data; your system is operational, but an essential piece of functionality is not working. Tyler aims for resolution in 10 days or less. Medium priority issues are non-severe issues that Tyler aims to resolve in 30 days or less. Non-Critical priority issues are a lower priority and you will work with Support as time permits. Tyler aims for resolution in 60 days or less. Critical Issues If you are experiencing a severe work stoppage that requires immediate resolution, you can log a critical case through the portal, or you can call Tyler's toll-free number (800.772.2260). If all technicians are on the line assisting other clients, you can press "0" to be redirected to the operator to page the team. Following-up on Open Cases You can monitor the status of an open issue in Tyler's online support incidents. In the portal, you can review support's last action on the case and enter new information to share with support. You can request an update by entering a note on the case in the portal, or by calling support and speaking with the assigned technician. Escalating a Support Case If your situation or issue priority has changed, or if you feel you are not receiving the service you need, please contact the appropriate support product manager to escalate. The manager will follow up on your open issue and determine the necessary action.	*

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Since 1997, Tyler Technologies' singular focus has been providing software and technology services to the public sector, While this remains our focus, 2019 was a year that highlighted and amplified the multiple dimensions of our growing company. We serve multiple levels of public sector clients from local to national. The 2019 acquisition of Micropact added federal clients such as NASA and the Department of Justice to our extensive roster of municipalities, counties, state and other government entities. We engage with multiple levels of technology, from back-office systems of record that feed, access and aggregate data, to process integration with workflows across systems, to the applications that provide better access to government for community residents. We provide end-to-end software and services options designed to accommodate each client's unique situation, whether they're moving from manual processes or already engaged in advanced digital workflow. We deliver solutions in multiple ways. From locally installed, client-hosted systems to secure reliable cloud-based offerings, we facilitate hosting environments that work best for our clients. We envision a dynamic future. Our visions of helping our clients create connected communities – where data, processes, and people work together to make communities safer, smarter, and more responsive – is multilayered, with a long-term roadmap for connecting data between departments and agencies and across jurisdictions and geographical boundaries. We are accountable to multiple stakeholders, including public servants, community residents, our employees, and our shareholders, and we take our responsibilities to each of these groups very seriously. We empower the people who serve the public in multiple ways every day. Tyler's 5,500+ employees work hard every day to support our 26,000+ installations in 10,000 locations. We have public sector clients in all 50 states plus Canada, the Caribeean, Australia, Europe, and other international locations. Moreover, Tyler offers the widest range of solutions for the public sector, including: Appraisal & Tax, Civic Services, Corrections, Courts & Justing, Cybersecurity, Data & Insights, ERP Financial, Health and Human Services, Land & Official Records, Public Safety, Regulatory, School Financial, Student Information & Student Transportation. Tyler is willing and able to sell our best of breed products across the United States. We provide solutions to support all sizes of entities in the public sector and pride ourselves on providing unparalleled support to each and every customer with a growing array of support services to ensure that our clients' needs are met expeditiously and resolved quickly. This is appreciated by our clients and supports our client retention rate of 98%.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Tyler's EnerGov, MyCivic, Socrata, Versatrans, Odyssey and iasWorld products are all sold in Canada with dedicated sales resources focusing on this market and continuing to build market share. Specific to Tyler's A&T division , Tyler's experience is both deep and broad in terms of its footprint within Canada. We have been providing property assessment solutions to the Canadian market since 1992, starting with the Province of Nova Scotia. The Province of Newfoundland initially installed the Tyler solution in 1998. Along with these longtime clients, Tyler is currently in the process of implementing the iasWorld CAMA solution for British Columbia Assessment (BCA). BCA is widely regarded as one of the most advanced assessment agencies in the world, assessing nearly two million properties with a total assessed value nearing $1.3 trillion. BCA selected Tyler's iasWorld after a competitive review process to help improve assessment quality, reduce operational and overhead costs, enhance data flow between agencies and improve employee productivity. In addition, Tyler is currently implementing the iasWorld solution in the City of Calgary. The City chose Tyler's iasWorld solution due to our experience in Canada, our appraisal expertise, the overall financial strength of the company, and our singular focus on the public section. Tyler is supporting the City of Calgary's vision of becoming a leading annual market value assessment jurisdiction.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Tyler is intent on marketing it's software & service solutions across all states in the US and across Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Tyler provides solutions predominantly to Schools, Cities, Counties, Special Districts, States and Federal Organizations and is intent on maketing its solutions to these organizations across all of Sourcewell's applicable entity sectors.	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions on Tyler's ability to conduct business in Hawaii, Alaska, or other US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a proud Sourcewell partner, Tyler Technologies actively embraces and promotes this partnership to our clients and prospects. Tyler's broad portfolio of solutions empowers the public sector to deliver quality and efficient service to their constituency — through software that provides greater transparency and accessibility, sustainable office practices, and secure data that is easy to manage and maintain. Through our Sourcewell partnership, we can deliver on this mission one step further by helping the public sector make critical software procurement decisions while reducing stress and allowing them to find a solution at the most competitive price point. To drive awareness of the Sourcewell agreement, we have strategically integrated the partnership into our corporate marketing strategy in several ways, including the following: • Tyler has developed multiple collateral resources that speak to the advantages of using Sourcewell as a procurement tool. Our Tyler Technologies Sourcewell Flyer lives in our customer-facing resource center on Tylertech.com. We've also created a brochure titled "Making the Right Long-Term Decision: A Six-Step Approach to Purchasing New Technology" which discusses the various ways agencies begin the procurement process, which speaks to utilizing a purchasing agent like Sourcewell to help save significant time, paperwork, administration fees, and legal costs. Our Munis ERP Case Study directly references the benefits of using a Sourcewell contract in the words of Tyler's client the city of Redding, California. All these resources are available on our website Tylertech.com, but are also Google indexed, making them accessible to anyone looking for resources on these subjects or active keywords. • Our Tyler Technologies Sourcewell Flyer is also available in our sales enablement platform which enables our marketing and sales organization to send important decision-making assets to prospects and clients. • Tyler promotes Sourcewell at hundreds of trade shows nationwide every year, including industry-leading events like GFOA, where our Sourcewell banner is placed proudly in our Tyler-branded booth. Because the Sourcewell brand is so highly regarded within the public sector, this helps strengthen the brand identity of both Sourcewell and Tyler in the eyes of public sector decision makers and allows them to feel confident in the value they are receiving in the partnership. • Tyler's annual Connect client user conference draws over 6,000 government officials and decision makers in attendance. Tyler offers Sourcewell access to our Connect conference, a valuable opportunity to interact with and promote to Tyler's client base. In continuing the partnership, Tyler is open and willing to explore further opportunities where the brand missions align, including: • Upon award of contract, Tyler will produce and distribute a press release to all pertinent media outlets, and the news will be amplified via our social media channels. • Once a year, Tyler will create a thought leadership piece on the significance, benefits, and value of cooperative procurement agreements. This piece will be stored in the resource center on Tylertech.com and will be amplified via social media channels. • Tyler will continue to integrate mentions of the Sourcewell partnership into existing collateral and presentations, further promoting the partnership to both clients and prospects during webinars or in product collateral. • Tyler will incorporate Sourcewell branding into our virtual trade show exhibitor booth at various events throughout the year. When we can attend events in-person, we will incorporate the Sourcewell banner into our booth design where applicable.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As part of our corporate marketing strategy, Tyler Technologies is active on social media platforms including Twitter, LinkedIn, Facebook, and Instagram. We strategically use each platform to amplify key corporate messages through mediums like blog posts, press releases, and downloadable assets as links with UTMs. Digital marketing is a priority at Tyler Technologies, and we continue to grow our influencer network to include key partners and influential voices within our industry and verticals. Tyler is consistently featured prominently in industry and mainstream publications that reach decision makers in target markets. Tyler Technologies and Sourcewell, in this partnership, can leverage and amplify each other's industry expertise on social media, in print, and on digital platforms to hit all prospective audiences.	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Tyler provides e-procurement solutions to its clients. Tyler's eProcurement solutions increase efficiency by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensures purchasing requirements and needs are met while improving the organization's purchasing power. Tyler has provided an eprocurement punch-out to vendor-hosted websites in Tyler's Munis Purchasing and Requisition applications. This makes Munis eProcurement even more useful. Vendor punch-out allows for online shopping on a vendor's website which can be accessed and launched directly from the Munis Requisition application. When accessed, Munis users can shop the vendor's website, creating a virtual shopping cart of items. For example, a Munis user shops on the Staples.com website and builds a shopping cart of items. Once shopping is complete, the virtual shopping cart of items is instantly transferred to Munis and automatically populates a Munis requisition. Once the virtual shopping cart has been transferred to a Munis requisition, the regular Munis requisition process will be enforced. This includes allocating the requisition line items to GL accounts, checking and enforcing available budgets, following Munis requisition workflow and eventually converting to a purchase order. Once a purchase order has been created, sites have the optional functionality to electronically submit the created purchase order to the vendor. Currently, Tyler's own products currently are not offered via an e-procurement ordering process but Tyler is continually looking for ways to improve processes and methods for purchasing Tyler's products. The purchase of Tyler's software and service solutions is a consultative process which involves working with our customers to determine their needs and determining how best they can utilize Tyler's solutions to optimize business at their organization's operations. Tyler has a long history partnering with Sourcewell to improve procurement timelines to provide best in class software and services to the Public Sector.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Everyone's learning style is different. That's why Tyler offers several training formats to accommodate our diverse clients' needs. Training by Tyler staff provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data. Tyler believes in a train-the-trainer approach to implementation. This approach allows your resources (i.e. power users and functional leads) to be involved in the initial training and software configuration while limiting the amount of time that end users are involved in the project. The power users and functional leads are then involved in training the end user community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes. A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to: • Communicate the process to stakeholders and functional leaders • Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.) • Establish action items and link project personnel as owners • Define measurement criteria to ensure the plan has been successfully followed Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience. Additionally, we do offer Tyler-led end user training for circumstances where the train the trainer approach is not feasible. You may contact us at any time for training on future functionality, train new users, or refresh knowledge; However, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, client support, state user groups, annual user conference, KnowledgeBase and online help. More information on these resources is provided below. Tyler has a longstanding track record delivering virtual implementation services. With our strong virtual capabilities, Tyler has adjusted to the current Covid-19 climate. Tyler plans to continue to deliver all training virtually, including Go Lives, until health and travel conditions stabilize. Please visit our Virtual Munis Implementations homepage for additional information regarding our proven success delivering this model. At this time local, state, and federal governments within the United States (US) are limiting travel within our borders and abroad. When the local and state governments start lifting restrictions, we will evaluate each project and determine which, if any, sessions cannot be delivered effectively and efficiently through virtual consultation, and only those sessions will be	

		considered for travel. Tyler's standard approach, under normal circumstances, is to conduct roughly 25% of all project days on-site in your facilities. A typical day of training is from 9:00 to 4:30 (or 8:30 to 4:00), allowing for a break for lunch and short breaks in the morning and afternoon as needed. We've found that allowing users time to return to their daily responsibilities before and after classes or sessions allows for more productivity during the session. It also allows the Tyler Implementation staff time to prepare upon arrival and follow-up afterward. The start and stop times for the training will be discussed and agreed upon by Project Management during the planning portion of the project and will be published as standard session times throughout the project. Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system. Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary. Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. Transparency is important, that's why every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal. Tyler provides online and continuing education resources for our clients, including but not limited to the following resources. • Tyler Search – an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service • Tyler Knowledgebase- a documentation library in a single, easily accessible location • Tyler Community – Tyler's online forum available 24/7 • Tyler University- Tyler's e-learning solution to enhance support and training of your employees using your data • Tyler Release Management Console- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues • Online Help- context sensitive field help and procedural information to assist your team in completing program tasks • Answer Panel- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information. • MyView- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal. • Online Support Portal- log or manage incidents and attach documentation and screenshots • GoToAssist & Bomgar- remote assistance from Support used to connect to your desktop • Phone- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed • State User Groups – forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products • Annual Conference – Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year	*
37	Describe any technological advances that your proposed products or services offer.	Tyler is committed to providing the best software and services to the public sector. Tyler separates our research and core development groups to ensure that Tyler remains focused on the needs of existing customers while also envisioning and executing on what our prospects will expect from our products and services in the future. Our evergreen philosophy ensures we continually provide returns on our clients' investment by refreshing the features and their underlying technology in a planned and non-disruptive approach. Our ultimate goal is for our software to be the last software license you purchase or lease. Tyler is the industry leader in this space and all efforts are geared towards increasing that leadership position. One question codifies our position, "If our clients were to re-enter the market looking for a replacement solution would the most likely outcome by them purchasing our product?" Our 98% retention rate and market leading selection rate are the metrics we use to measure the answer to this question. Providing ever increasing value for your maintenance dollars is the goal. Tyler values the importance of choices to our clients and is the only pure public sector provider that provides deployment options spanning on-premises, virtualized our hosted in our private cloud. Tyler also supports your right to choose the timing your upgrade so it makes sense operationally and provides tools such as Managed Internet Updater, Tyler Upgrade Assistant, Tyler University eLearning, Release/Defect Transparency Tool, Tyler Community, and Tyler Client Portal to help you not only make this decision but also prepare for it. AREAS OF FOCUS	

Evergreen Philosophy

As we continuously refresh our features and their underlying technology in a planned and non-disruptive approach, we provide our product upgrades free with an annual maintenance agreement. This ensures that our clients always have the latest technology.

Consumer grade User Experience

Tyler's products are designed and developed by industry experts solely focused on the public sector. This includes a conscious focus and direction that ranges from usability studies and design by our in-house experts certified by Human Factors International, to User Group and client feedback. We've reached a tipping point, for the first time in decades Baby Boomers are outnumbered in the workforce by Generation X and Millennials. Community and School Leaders of tomorrow will never remember a time when technology was not a part of their everyday lives. These generations think definitely and expect to be able to pick new systems up and make them work much like downloading a new app on their phone. Our experts understand this and are working on solutions that meet these expectations.
Getting the Technology to where the work happens
Too often today technology is used as a "back-office" system of record than an enabling tool that improves efficiency. Tyler understands this and is the only sole-focused public-sector/education solution that is predominantly based on HTML5. This allows access to the application on any device that can interpret HTML5. We also understand that workers can no longer be tied to their desk in order to work with the system. They go to meetings, conferences and other work related travel where they need system access in order to keep up with their work. Tyler delivers this through responsive solutions that are optimized for mobile form factors like tablets and phones eliminating the need for something to "wait until I get back to my desk."

RECENT ADVANCEMENTS / PRODUCT PLANS

Business Intelligence

Both Microsoft and Tyler understand business intelligence (BI). What's more, we understand that the public sector needs sound reporting options from their ERP system, and a viable means to display different views of their data quickly and easily. Together, and through the use of the widely-familiar Microsoft Excel, Tyler applications offer versatile BI and reporting solutions. Using Microsoft Services, users can use the available, pre-developed application-specific "cubes" to report on key applications areas. These cubes then let users to easily select, slice, drill into, organize, and report on exactly the data they need, in meaningful spreadsheet, chart, and graph formats. *

SaaS

The SaaS model is unique and powerful in its ability to meet a variety of end-user needs. Tyler's SaaS solution allows organizations to utilize software that is hosted and administered by Tyler Technologies at a remote data center—over an Internet connection via a dedicated Virtual Private Network (VPN). With SaaS users receive built-in disaster recovery services including backup and storage of all system, data and image files in a secure off site location. This reduces their concerns about potential hardware failure, a failed or forgotten backup, or damaged and/or lost data due to a natural disaster.

Technology

Technology evolves along with our clients' needs. We continually research and test our technology delivery processing and storage methods to ensure our clients have the right tools to do their jobs quickly and efficiently. We do this by adding or enhancing hardware and software to streamline processes and provide a richer, deeper experience. Tyler will continue to provide our clients with the proper tools that meet their unique needs for each solution -- looking to customer feedback to create and enhance our solutions to better fit the needs of the public sector.

HTML5

Many of Tyler's web based solutions have been to HTML5, enabling a consistent and versatile deployment on computers and mobile devices alike.

Security

We continually work toward embracing the latest industry and cloud standards in order to ensure a reliable set of practices and controls are in place to protect your proprietary data.

Working with Geospatial Data

Tyler applications are designed to help you meet your ultimate goals of guiding orderly growth, promoting safety and livability, fostering economic vitality and encouraging community

		collaboration. The future direction for Tyler software leverages the latest web technologies, spatial capabilities and industry standards while remaining focused on your goals to help you attain the success you require. Long Term Considerations We've built our reputation by successfully serving thousands of clients for decades, providing industry knowledge with a professional team of experts, and committing to long-term investments that focus on our products and services. Guided by our vision to create solutions that are productive, integrated, flexible and efficient, our direction is clear: we will invest in remarkable applications, greater user experiences, and leading technology for robust, efficient management and delivery of our solutions. Going forward we will remain true to our mission statement of empowering people who serve the public, in order to make ongoing strategic investments	
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for. Respect for the environment is more than a mindset; it requires real investment and focus. In 2019, we continued to make meaningful changes to our operations, infrastructure, and product offerings to better conserve natural resources and address environmental concerns at global and local levels. With approximately 5,350 team members in 2019 spread across 35 office locations, we appreciate the significance of our footprint. Our office locations represent cities and towns from coast to coast, as well as international locations. In addition, our products are in use at more than 10,000 client sites across the public sector, greatly extending the reach of Tyler's environmental impact. Our software is designed to increase efficiency throughout our clients' organizations, with many of our electronic solutions producing a dramatic reduction in fuel use and paper waste. In 2019, our electronic filing solution helped our clients save nearly 2.3 million pounds of paper, the equivalent of more than 25,000 trees. Through the use of document management tools with embedded workflow to reduce paper usage, we have helped save approximately 35,000 pounds of wood, 95,000 gallons of water, 80,000 pounds of carbon dioxide, and 5,000 pounds of waste. Environmental programs and policies in place across Tyler's major offices include: • Installation of motion sensors and energy-efficient lighting for interior and exterior spaces • Use of building automation systems (BAS) to manage power usage • High-efficiency heating and air conditioning systems • Installation of low-flow plumbing fixtures • Commercial recycling programs • Extensive use of document management tools with embedded workflow to reduce paper usage Additional environmental programs at select Tyler office locations include: • Installation of solar panels, energy-efficient windows, and additional insulation • Incorporation of LEED standards into building improvements and new construction • Office green teams • Use of recycled and compostable paper products in cafeterias and breakrooms • Use of natural aquifers for corporate campus irrigation • Fuel-delivery service with carbon-neutral fleet to reduce carbon dioxide emissions and groundwater contamination	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Tyler products assist their clients with amassing date, formulating decisions and validating results in areas of results. One major focus area of conservation in the reduction of printed paper usage. With Tyler's content management, data & insights solution, online workflow and mobile solutions, there is significantly less reliance on the necessity for printed content which saves money and provides measurable efficiencies.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Tyler has previously worked with these type organizations to meet agency needs and requirements and successfully complete awarded projects. Tyler would not be applicable for these certifications.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We imagine that many of the solution providers evaluated by Sourcewell will have overlapping product and service offerings, but how many can say that they are solely focused on the public sector? Just one. Tyler – It's all we do. Our expertise in this area allows us to provide quality products and customer service that are in line with most needs in public sector software. Not to mention, many of our employees came directly from public sector roles – meaning our products are designed and supported by the people who know what the public sector needs. Solution areas: - Appraisal & Tax - Civic Services - Corrections - Courts & Justice - Cybersecurity - Data & Insights - Disability & Benefits - ERP - Land & Official Records - Productivity Tools - Public Safety - Regulatory - School ERP - Student Information - Student Transportation When you purchase software solutions from Tyler, you aren't just getting the latest software as of the date you sign your contract. You are also getting the benefit of perpetual upgrades as they happen. We deliver this without additional license fees. Both on-premises and SaaS clients receive new releases and upgrades for the life of their maintenance or subscription agreements. Our products are continually enhanced through a process of perpetual upgrades. This steady stream of significant yet manageable changes is deployed with minimal disruption to your operations. Our evergreen philosophy is a commitment to our clients. • Your investment in our products is long term. • Your product will continue to evolve and remain a market leader. • We are continuously enhancing our products with underlying technology. • We are constantly adding new features, adding value and increasing efficiency in the public sector workplace. One of our core values is community, that's why we've created many spaces, digitally and in-person, to better connect our client base with each other. Resources like our online Tyler Community platform, annual Tyler Connect user conference, and product specific state user groups meetings allow clients and staff to gather, learn, and collaborate on a variety of topics and initiatives. Each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. You learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients. Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs. Tyler is proud of the tenure of our employees. Many employees have come directly from the public sector or have worked in roles at Tyler like implementation and support that provides them with firsthand experience and knowledge of what the public sector needs. This experience paired with the extensive hands on training provided makes our in-house experts excellent resources for our clients to rely on during implementation and beyond.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Tyler warrants its software and services as indicated in the software and services agreements included with our proposal. With few exceptions, Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our software warranty requires clients have an active Maintenance or SaaS agreement.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tyler software warranty support is provided remotely If we need to travel to a client site for warranty support, it will be at no charge to the client unless the onsite trip is caused by the client's failures to perform under the agreement. Warranty coverage for third party products and services is subject to the suppliers' terms.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We can provide warranty service for our software and services throughout the United States and Canada. As noted above, warranty coverage for third party products and services is subject to the suppliers' terms	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	With very few exceptions, we do not offer warranties for third party software, hardware, or services.	*
47	What are your proposed exchange and return programs and policies?	Tyler Software: So long as the client has an active software maintenance or SaaS agreement, Tyler will cure Defects in its software, as defined in the applicable agreement, in accord with the applicable support call process. Tyler Services: In the event Tyler provides services not in accordance with appliable industry standards, Tyler will reperform those services at no additional cost to the client. 3rd Party Products: Warranty and exchange policies are determined by the applicable supplier and/or manufacturer. Tyler will reasonably coordinate support and warranty claims for 3rd party products resold by Tyler.	*
48	Describe any service contract options for the items included in your proposal.	Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities. Extended warranties can the leverage through 3rd Party providers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	45 days following invoice date.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	While we do not offer leasing or financing options directly, Tyler has occasionally coordinated client requests in order to obtain funding for their procurements. Additionally, Tyler will reasonably cooperate with clients who have exigent financial restraints in order to structure payment terms that allocate the total cost of ownership over the term of the agreement.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Tyler sales are logged into a CRM system with . appropriate fields denoting Sourcewell related sales, that track deal progression and specifics. This database store data on all sales details and pertinent information. Reports can be generated from this system to produce the report format requested by Sourcewell.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Tyler accepts Visa/Mastercard. Charges can be five thousand dollars or less.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Tyler is providing a broad range of best in class software solutions with comprehensive service offerings to the support the successful implementation of our products and continued optimization of our solutions at client sites so that they truly benefit and empower the users, their organization and their constituencies. Tyler's remains committed to meeting the software needs of our clients and provides both on-premise and SaaS based software offerings to support their varied needs. Our subscription based software offerings made up the majority of our new contracts in 2019 and this trend will continue upwards. Tyler's subscription based pricing lowers the cost of entry by eliminating large up-front fees and spreading costs over time. Tyler can help our clients compare all software deployment options to determine what the best investment is for their particular organization. Tyler provides comprehensive enterprise software that is configured specifically for each client's unique needs. The individual line items and MSRP prices are derived from a series of proprietary calculations. All pricing proposals offered to Sourcewell members will clearly show the MSRP and the applicable Sourcewell discount. This discount is limited to Tyler Software Licenses and Tyler Software License Subscriptions (SaaS) portions of the proposal and do not apply to services, annual maintenance, custom programming, third party products and services and other components of the clients proposal that are not listed as Tyler Software Licenses or Tyler Software Subscription. Tyler has provided a pricing summary to Sourcewell that conveys the overall discount structure and pricing examples for the offerings that Tyler will be providing on the contract. Determining the needs of our customers and the software that will be suit their organization to optimize processes is a consultative process and pricing formulation is multi-factored and involves both software and service offerings. Tyler strives to work closely with all of its prospects and clients to best understand their needs and propose services and solutions to appropriately serve their needs. Tyler's quotes to our customers will clearly present the actual list price and proposed discounts that have been expressed in Tyler's proposal.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tyler will discount then-current pricing by 10% for software licenses and SaaS fees for the initial term. Tyler's Socrata SaaS product offering fees will be discounted by 5% for the initial term. This discount does not extend to services pricing, (implementation focused training, project management, product development services, service subscriptions) software maintenance, or hardware.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Much of Tyler's pricing is based on a volume discount pricing construct. With increase in the purchase amounts of licenses or users in our subscription based pricing, the cost per license/user decreases. Client may also choose to purchase a site license for many of our subscription arrangements which allows an innumerable amounts of users access to Tyler's solution and is a appropriate and cost-savings approach for many of Tyler's clients.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable to the products and services offered by Tyler.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Elements associated with cost of acquisition will be detailed on the quote and further supported by commentary on the quote and within the contract.	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcewell. There tool appropriate generates quotes that are then automatically posted in Tyler's CRM database. There is full transparency as to what was quoted for each client and quotes can easily accessed and reviewed for compliancy. In CRM all quote components can be reported and a report can be generated to pull all previous quarter activity to be reviewed and analyzed for compliancy by sales, finance and legal resources.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tyler is proposing a 2% admin fee on contracted on-premise software licenses costs and software related SaaS fees. Tyler additionally proposes a reduction in the admin fee when contracted on-premise software licenses and software related SaaS fees exceed 500K per contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Tyler's broad solutions and product offering empowers you to deliver better and faster assistance to the public with greater transparency and accessibility, sustainable office practices, and secure data that's easy to manage and maintain. Tyler Technologies is committed to providing the best and broadest array of software and services to the public sector. Dedicated research and core development groups ensure Tyler remains focused on the needs of existing customers while also envisioning and executing on what prospects will expect from products and services in the future. Tyler's Evergreen Philosophy continually provides returns on our clients' investment by refreshing the features and underlying technology in a planned and non-disruptive approach. Tyler is please to provide to Sourcewell members a broad and comprehensive offering of Software, Services and hardware that is necessary to operate Tyler's software solutions. Our Software offerings are broken down into distinct solution groups: Appraisal & Tax: CAMA - Our CAMA software helps you manage all property data and every phase of the property appraisal process, including assessment administration, property maintenance, and valuation and appeals. Tyler additionally offers Comprehensive Tax Billing & Collection Software Product Solutions - iasWorld, Eagle Appraiser & Assessor, Eagle Treasurer, Incode	

Property Tax Management, Munis Tax Billing & Collection

Civic Services

Tyler provides comprehensive business management, community development, community health, enterprise asset management, parks & recreation & Utility CIS solutions to thoroughly satisfy the needs of the public sector

Product Solutions – DHD, EnerGov, Incode Utility Billing, Munis Utility Billing CIS, Tyler 311, Tyler EAM, Tyler Parks & Rec, Tyler Notify

Courts & Justice

Tyler offers a comprehensive suite of software and services focused on Corrections and Courts & Justice

Product Solutions – Odyssey, Modria, Softcode, Tyler Supervision, Tyler Corrections, Incode Court

Cybersecurity

Tyler provides managed threat detection and complementary services to confront rising security risks in the public sector.

*

Product Solutions – Tyler Detect and additional services

Data & Insights

The Data & Insights division of Tyler provides the Socrata software-as-a-service (SaaS) platform, which is powered by the industry-leading Amazon Web Services (AWS) Cloud infrastructure. We also provide outstanding experience and solutions across planning, implementing, and executing Data and Performance management initiatives with international, federal, provincial, and local initiatives.

Product Solution - Socrata

ERP

Tyler provides Financial Management for Simplified Accounting Operations, Human Capital Management and Revenue Management solutions to facilitate community engagement and easy payment processing.

Product Solutions – ExecuTime, Incode, Munis, New World ERP, Infinite Visions, Tyler CAFR, Tyler Cashiering, Tyler HUB, Tyler Meeting Manger

Land & Official Records

Tyler provides robust county records management software and self-service applications for increased transparency and accessibility

Product Solutions – Eagle, Tyler Content Management

Public Safety

Tyler's Public Safety Solutions focus on Citation Management, Computer Aided Dispatch, Fire & EMS, Mobile Public Safety & Records

Product Solutions – Brazos, Incode Public Safety, MobileEyes, New World Public Safety

K-12 Education

Focused on schools, Tyler provides comprehensive ERP solutions targeted specifically at K-12 as well as robust SIS and Student Transportation solutions.

Product Solutions – Tyler SIS, Versatrans, Traversa, Munis, Infinite Visions, Incode

Transformative Technology

Tyler solutions provide a continuous spectrum of case management and business management solutions giving organizations the flexibility to commence application development initiatives from a variety of starting points.

Product Solutions - entellitrak

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Tyler has a comprehensive offering of product solutions to service the public sector's needs. These solution are broken down into the following areas : Appraisal & Tax, Civic Services, Courts & Justice, Cybersecurity, Data & Insights, ERP, Land & Official Records, Public Safety, K-12 Education & Transformative Technology.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Enterprise resource planning (ERP) solutions	(•) Yes ( ) No	Tyler provides broad, varied and comprehensive ERP solutions for the public sector	*
67	Human resource information systems (HRIS)	(•) Yes ( ) No	Tyler provides broad, varied and comprehensive HRIS solutions for the public sector	*
68	Financial management systems	(•) Yes ( ) No	Tyler provides broad, varied and comprehensive Financial solutions for the public sector	*
69	Enterprise content management (ECM) solutions	(•) Yes ( ) No	Tyler provides broad and comprehensive ECM solutions for the public sector	*
70	Student information systems (SIS)	(•) Yes ( ) No	Tyler provides broad and comprehensive SIS solutions for the public sector	*
71	Facility management software (FMS)	(•) Yes ( ) No	Tyler provides broad and comprehensive CMMS and FMS solutions for the public sector	*
72	Court, corrections, law enforcement, or justice system software solutions	(•) Yes ( ) No	Tyler provides broad and comprehensive Courts and Justice and Public Safety related software solutions.	*
73	Municipal services, inspections, and permitting management solutions	(•) Yes ( ) No	Tyler provides broad and comprehensive solutions to satisfy the Civic Service needs of the public sector	*
74	Equipment and accessories related to the offering of systems or solutions described above.	(•) Yes ( ) No	Hardware is provided that is necessary to operate Tyler's solutions	*
75	Services related to the offering of systems or solutions described above.	(•) Yes ( ) No	Tyler offers comprehensive service offerings to support product development and implementation services to successfully implement our products	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	

76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Tyler has been a long time partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in contract the mix of divisional usage is broadening and Tyler will continue to work to broaden divisional usage. From a operational perspective, Tyler is incredibly focused on detailed metrics that relate to our customer's satisfaction and our engagement level of support with each and every customer. Tyler conducts a number of surveys to compile and analyze data and shape ongoing improvements to it's support model. Annual Customer Satisfaction Survey –every client who has contacted us at least once in the past year receives an on-line, anonymous survey. Results are published to senior management and also reviewed at the annual user conference with clients. Remote support survey – each time we connect with a client using our remote support access tool, we ask for feedback regarding our responsiveness and knowledge for that issue. Incident Survey – We have a 3rd party survey organization who takes a sample of our daily incidents and surveys clients. They measure Courtesy, Knowledge, Timeliness Quality, and overall satisfaction. Each month we take our average monthly customer satisfaction scores and compare them to the industry average. This report gets reviewed by senior management.	*
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors. Full Integrated Solutions When evaluating a new ERP system, it is very common clients are looking to replace several disparate systems with a single, integrated ERP solution. Since Tyler solutions are integrated with one another, many existing interfaces are commonly eliminated when moving from several disparate systems. File-based integration Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing. Many imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. Only after all workflow rules are been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time. Microsoft Office Integration Tyler applications are designed to easily integrate with the Microsoft Office suite. Data can be exported to Microsoft Word directly from many Tyler applications. Some applications also leverage Word's mail merge functionality allowing users to easily create and maintain form templates for completely customized presentation of application data. Word Mail Merge exports can also be automatically archived to Tyler Content Manager for quick retrieval at any time. Applications include a variety of integrations with Microsoft Excel. Users can easily export application data directly to Microsoft Excel from most applications. Excel exports are not just raw data dumps; exported data maintains the same formatting as the application including dates and currency. Many exports include a link back to the corresponding record in application. Microsoft Excel is also one of many formats supported for bulk data exports and imports, which can be scheduled for automated processing. Finally, many Tyler applications include integration with Microsoft Exchange calendars for appointments and meetings. Email notifications and alerts can be sent using most email servers, including Microsoft Exchange . 'Plug-and-Play' Application Support Tyler solutions include plug-and-play integrations for a variety of third-party applications	*

		through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure. API Toolkits and API Connectors API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications. API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashiering, IVR, or applicant tracking systems. Tyler's API Developer Portal serves as a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data. The API Developer Portal features include: • Simplified, structured API documentation • Industry standard OpenAPI 3.0 interface • OAuth 2.0 API authentication through Tyler Identity • Data models and examples for each resource • Produces HTTP URI and CURL commands to exercise resources from within the documentation and return data • Real-time validation • Standard HTTP status codes • Documentation to aid in identifying and understanding normal resources used to complete a given integration.	

78	Describe your migration, customization, and upgrade processes.	The data conversion process can be the most time-critical element of your project plan. Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our resources conduct hundreds of data conversions every year mapping legacy data through custom written programs. Your Tyler implementation team guides you through the process, starting with conversion analysis and mapping, followed by interactive data conversions and validations, and ending with final testing and loading into your production environment. Within three implementation stages, critical data conversion work packages outline the steps needed. Client technical lead(s) are responsible for exporting data from your legacy system. They present this export in the required format to Tyler's data expert(s). Tyler's data experts use custom written programs to convert your legacy data into conversion packages. Conversion passes are sent back to client conversion lead(s) for proofing, validation, and balancing. Client technical lead(s) may be re-engaged by client conversion lead(s) where necessary to modify legacy data in your current system. Once the final conversion pass is approved and signed off, it is ready to be loaded into production for processing. Data Conversion Standards & Responsibilities While Tyler's data conversions team has extensive experience with data mining, conversion, and migration, it is your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, to make data validation efforts seamless resulting in a high-quality migration. Customization Client feedback is essential to Tyler and we value our clients time and effort to documenting suggestions. Every year the Munis product incorporates more than 1,000 specific functional enhancements. Your suggestions are the driving force behind these changes. While some modifications are determined and scheduled at the time of contract signing, more commonly, additional ideas and needs may become evident as users utilize the software during implementation and beyond. Tyler offers two options for clients to voice their product feedback: (a) client product suggestions, and (b) requests for quotes. Upgrades Upgrades occur periodically and are initiated by the client at any time via the Internet through a process called Live Update, making the process as convenient as possible for our clients. Patches and fixes are provided to the client through Live Update as well. Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases, and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a consumption gap for our clients. The gap exists when new features are released and, over time, users don't learn and apply these features to their work environments. EverGuide® is a Tyler-wide continuous improvement initiative to address the consumption gap. With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over time. Through our EverGuide initiative, we will: • Help clients better leverage product enhancements • Provide a workflow "maturity model" for clients to follow • Offer strategic planning services and training resources • Offer a client executive program to help clients build and implement a continuous • improvement plan • Provide domain expertise, with defined integration points and common support methodology	*
79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	Tyler applications use a combination of database constraints and robust application level business logic to ensure data integrity. Due to the integrated nature of Tyler applications, single "master records" are shared across multiple products. This ensures one data record is maintained across multiple applications, eliminating the need to "sync" or manually entering duplicate data in multiple areas. Most data entry involved choosing records from pre-defined tables maintained by application administrators rather than entering data free form. Tyler applications follow best practice database rules for transaction rollbacks. Any in-flight transactions that are interrupted between a begin work and commit work, will roll back to the previous commit.	

Tyler Security Controls

Tyler employs a full-time application security team dedicated to continuously reviewing and enhancing the security posture of Tyler's products. Tyler uses enterprise level dynamic and static security scanning tools as part of our software development life cycle. In addition to scanning tools, Tyler's application security team executes manual assessments on all products using a testing methodology based upon the OWASP Testing Framework.

Application Security Controls

In-transit application data is encrypted over HTTPS and at-rest data encrypted through storage array level encryption.
Tyler applications require end-user authentication through Active Directory or application accounts, and employ a comprehensive Role Based Access Control (RBAC) security model. Integrated RBAC controls facilitate the management of application access through groups of permissions - roles - and assigning those roles to any number of users. This allows administrators to maintain access for multiple users who may share common responsibilities simultaneously rather than on an individual, user basis.
Roles can be created and customized to offer an extremely flexible level of access control within each application suite. This includes product, module and menu item access (i.e. what programs can users open), functional access (i.e. what processes can users perform) and finally, record-based and, where available, field level access (i.e. what data can users see). Role permissions can also span multiple modules within each application providing easy administration for those individuals who may "wear multiple hats". If overlapping or conflicting permissions are applied to a user, the highest priority / least restrictive access is granted to that user.
Once application roles are created, user accounts are added to the system, either manually or imported from Active Directory and roles are then assigned to a user, providing access to the system. All of this is done using easy-to-use, integrated applications, requiring very little technical expertise.

Administrative Security Controls

Tyler's Human Resource department follows standard recruitment, hiring, and termination processes. Every employee is subject to a background check prior to hire. Upon hire, all employees are required to sign an employee handbook acknowledgement, which includes security policies, and sign a confidentiality/non-disclosure agreement. All employees must complete and acknowledge corporate security awareness training annually.
Tyler implements a role-based access control methodology to ensure only authorized people with a need for access are given it. To the extent Tyler users have access, Tyler employs a least-privileged access strategy, meaning that individuals are given and use only the least administrative rights possible to do the task at hand. Tyler compliments these strategies with controls and monitoring to ensure only those authorized users can access the systems allowed.

Tyler SaaS Hosting Security Controls

Tyler SaaS Hosting Operations employ best practice security controls and are subject to annual assurance audits. Audits include SOX-404 Financial and IT General Control conducted by an independent CPA firm, SOC 1 Type 2 and SOC 2 Type 2 conducted by an independent AICPA firm, and PCI Security Council PA-DSS and PCI-DSS validation for Tyler's payment and payment gateway applications. *

Physical Security Controls

Using proximity key card entry systems and cameras, access to Tyler SaaS data centers is restricted to authorized personnel only. Data center entry attempts audited regularly by internal staff and external auditors. Tyler hosting services also include a dedicated Network Operations Center (NOC) for 24x7 monitoring of system utilization and network activity.

Technical Security Controls

Tyler SaaS employs a variety of industry-standard solutions for monitoring and intrusion detection and prevention. Firewalls include Intrusion Protection System (IPS) modules to detect and prevent intrusions. A variety of routine scans are performed regularly including vulnerability scans, anti-malware monitoring, external penetration tests, and static and dynamic security scanning. Tyler also leverages a third-party service for DDoS detection and mitigation.

On-premises Hosting

Tyler applications are based on industry standard technologies, supported in a variety

		of deployments. Tyler recommends any industry standard third-party backup solution to manage on-premises backups. Backup procedures can be customized to the clients' expectations of recovery and down time in the event of a disaster. Tyler Disaster Recovery Services for On-premises Hosting Tyler Disaster Recovery Services is an optional disaster recovery (DR) service for on-premises hosted clients provided by Tyler Technologies. This service ensures continued access to client hosted Tyler product data in the event of a natural or man-made disaster. Tyler Disaster Recovery Services takes nightly backups of your organization's Tyler product data and, in the event of a disaster declaration, works in conjunction with Tyler Hosting Services to create a temporary hosted environment that can be accessed remotely throughout the disaster event, minimizing lost operating time. Tyler SaaS Tyler maintains two primary datacenters for hosted customers. One is owned by Tyler, located in Yarmouth, ME, and the other is a colocation facility, DataBank, located in Dallas, TX in the old Federal Reserve Building, originally built to withstand a nuclear disaster. Tyler SaaS data centers are built around enterprise compute systems running virtualized Windows Server and SQL Server environments. Three Tiers of storage are utilized providing varying levels of performance resiliency. Firewalls, routers, and storage are all setup in a highly available configuration. Tyler data centers are serviced by multiple power providers and include backup power in the event of power loss from all power providers. Multiple internet service providers are employed across multiple hub sources bandwidth is drawn from different hub locations and to mitigate the risk of a data center Internet outage. Data center servers, HVAC units, and smart devices on cabinet power strips all have the capabilities of notifying appropriate personnel of events such as power outages, server over-heating, humidity, and room temperature abnormalities. Full server snapshots are performed daily after normal business hours. Through the Tyler SaaS Cloud Admin Portal, clients can also create on-demand application database backups at any time. Clients can request data restored from backups as defined through application-specific retention policies. Data is replicated between each data center nightly using an enterprise backup solution through virtual infrastructure snapshots. Tyler employs a documented Disaster Recovery Plan which is tested annually, and backup restore tests are performed weekly. Guaranteed recovery point objective (RPO) and recovery time objective (RTO) are 24 hours with standard services. Business continuity options with lower RTO and RPO are available for an additional fee.	
80	Describe your strategy related to implementation, integration and use of installation partners.	Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler's six-stage methodology: Initiate and Plan, Assess and Define, Prepare Solution, Production Readiness, Production, and Close. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix. Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs. The methodology adapts to both single-phase and multiple-phase projects. To achieve Project success, it is imperative that both Client and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Client and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Client's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to, efficiently and effectively complete the Project. Tyler has vetted third parties we partner with to enhance our client experience. Unless otherwise stated all installation and services are provided by Tyler staff.	*

81	Identify any mobile applications available for your offered solutions, if applicable.	Tyler provides web-based platform agnostic solutions, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or mobile device. Tyler also offers a variety of native mobile apps to better leverage device resources such as GPS or camera and integrated store-and-forward functionality allow using apps without a data connection and automatically syncs when back online.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Tyler Technologies - 2019 Annual Report.pdf - Thursday September 03, 2020 13:58:23
- Marketing Plan/Samples - Tyler Technologies Product Brochures.pdf - Thursday September 03, 2020 15:09:07
- WMBE/MBE/SBE or Related Certificates - Enterprise_Group_Form_Contract_-_3Q19.pdf - Thursday September 03, 2020 15:21:18
- Warranty Information - Enterprise_Group_Form_Contract_-_SAAS_-_4Q19.pdf - Thursday September 03, 2020 15:21:25
- Pricing - Tyler Technologies _Sourcewell Pricing_Discount Summary.pdf - Thursday September 03, 2020 15:10:41
- Additional Document - 2020 NWPS Pricebook Revision 1 081720.pdf - Thursday September 03, 2020 15:12:07

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrea Fravert, Director of Legal Affairs, Tyler Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	☑	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	☑	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	☑	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	☑	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	☑	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	☑	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	☑	1

City of Opa-Locka, FL

SOW from Tyler Technologies, Inc.

4/28/2022

Presented to:
City of Opa-Locka, FL
3400 NW 135th St.
Opa-Locka, FL 33054-4708

Contact:
Becky Terry, PMP
Email: Becky.Terry@TylerTech.com
One Tyler Drive
Yarmouth, ME 04096

Table of Contents

PART 1: EXECUTIVE SUMMARY 1

1. Project Overview 1
1.1 Introduction 1
1.2 Project Goals 1
1.3 Methodology 1

PART 2: PROJECT FOUNDATION 3

2. Project Governance 3

3. Project Scope Control 4
3.1 Managing Scope and Project Change 4
3.2 Change Control 4
3.3 Change Request Management 4

4. Acceptance Process 6

5. Roles and Responsibilities 6
5.1 Tyler Roles & Responsibilities 6
5.1.1 Tyler Executive Manager 7
5.1.2 Tyler Implementation Manager 7
5.1.3 Tyler Project Manager 7
5.1.4 Tyler Implementation Consultant 8
5.1.5 Tyler Sales 8
5.1.6 Tyler Technical Services 8
5.2 City Roles & Responsibilities 9
5.2.1 City Executive Sponsor 9
5.2.2 City Steering Committee 9
5.2.3 City Project Manager 9
5.2.4 City Functional Leads 11
5.2.5 City Power Users 11
5.2.6 City End Users 12
5.2.7 City Technical Lead 12
5.2.8 City Change Management Lead 13

PART 3: PROJECT PLAN 14

6. Project Stages 14
6.1 Initiate and Plan 15
6.1.1 Initial Coordination 15
6.1.2 Project/Phase Planning 16
6.1.3 Infrastructure Planning 17

6.1.4 Stakeholder Meeting 18
6.1.5 GIS Preparation 19
6.1.6 Control Point 1: Initiate & Plan Stage Acceptance 20
6.2 Assess & Define 20
6.2.1 Solution Orientation 20
6.2.2 Current & Future State Analysis 21
6.2.3 Conversion Assessment 22
6.2.4 Intentionally left blank. 23
6.2.5 Intentionally left blank. 23
6.2.6 Control Point 2: Assess & Define Stage Acceptance 23
6.3 Prepare Solution 24
6.3.1 Initial System Deployment 24
6.3.2 Configuration 25
6.3.3 Process Refinement 26
6.3.4 Conversion Delivery 27
6.3.5 Intentionally left blank. 29
6.3.6 Intentionally left blank. 29
6.3.7 Control Point 3: Prepare Solution Stage Acceptance 29
6.4 Production Readiness 30
6.4.1 Solution Validation 30
6.4.2 Go-Live Readiness 31
6.4.3 End User Training 32
6.4.4 Control Point 4: Production Readiness Stage Acceptance 33
6.5 Production 33
6.5.1 Go-Live 33
6.5.2 Transition to Client Services 35
6.5.3 Post Go-Live Activities 35
6.5.4 Control Point 5: Production Stage Acceptance 36
6.6 Close 37
6.6.1 Phase Closeout 37
6.6.2 Project Closeout 38
6.6.3 Control Point 6: Close Stage Acceptance 39

7. General Assumptions 39
7.1 Project 39
7.2 Organizational Change Management 40
7.3 Resources and Scheduling 40
7.4 Data 40
7.5 Facilities 41

8. Glossary 42

PART 4: APPENDICES 45

9. Conversion 45
9.1 Enterprise Permitting & Licensing Conversion Summary 45

9.1.1 Community Development 45
9.1.2 Business Management 45
9.2 Enterprise ERP Conversion Summary 46
9.2.1 Accounting COA 46
9.2.2 Accounting - Actuals 46
9.2.3 Accounting - Budgets 46
9.2.4 Accounts Payable Master 46
9.2.5 Accounts Payable - Checks 47
9.2.6 Accounts Payable - Invoices 47
9.2.7 Capital Assets Master 47
9.2.8 General Billing CID 47
9.2.9 General Billing – Recurring Invoices 47
9.2.10 General Billing – Bills 47
9.2.11 Project Grant Accounting 47
9.2.12 Project Grant Accounting - Actuals 47
9.2.13 Project Grant Accounting – Budget 47
9.2.14 Purchase Orders 48
9.2.15 Payroll 48
9.2.16 Payroll - Deductions 48
9.2.17 Payroll – Accrual Balances 48
9.2.18 Payroll – Accumulators 48
9.2.19 Payroll – Check History 48
9.2.20 Payroll – State Retirement Tables 48

10. Additional Appendices 49
10.1 Enterprise Permitting & Licensing Definitions 49
10.1.1 "Template Business Transactions" 49
10.1.2 "Unique Business Transactions" 49
10.1.3 "Geo-Rules" 49
10.1.4 "Automation Events" 50
10.1.5 "Enterprise Permitting & Licensing SDK/API (Toolkits)" 50
10.2 Koa Hills Services 50

11. Project Timeline 54
11.1 ERP Project Timeline 54
11.2 Data & Insights Project Plan 56
11.3 My Civic Timeline 56
11.4 Intentionally left blank. 57

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the "Project").

The overall goals of the project are to:

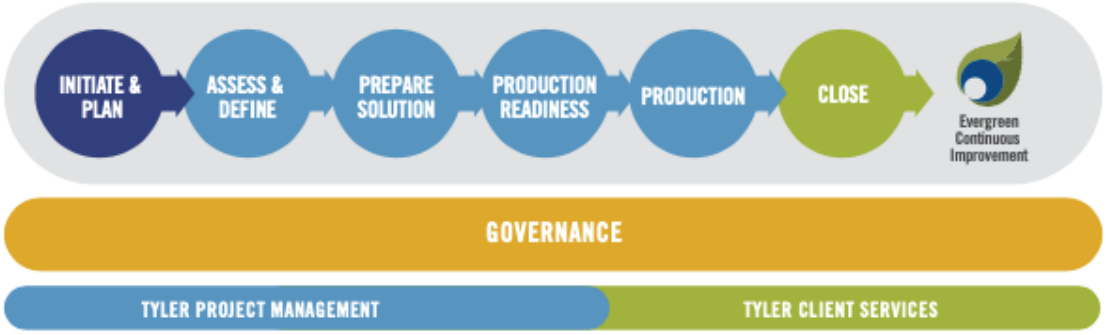
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Eliminate redundant data entry
- Provide a user-friendly user interface to promote system use and productivity
- Streamline business processes through automation, integration, and workflows
- Provide a single, comprehensive, and integrated solution to manage business functions

1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity and organizational needs.

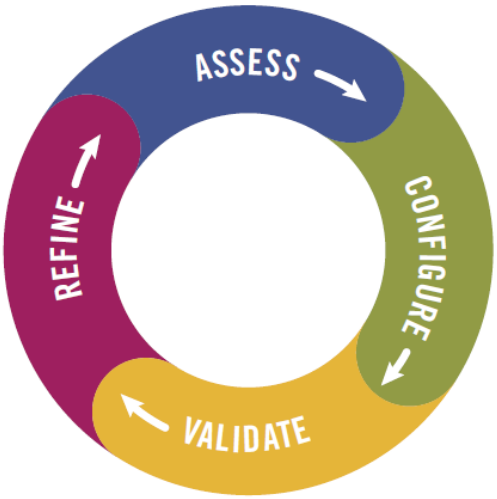
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

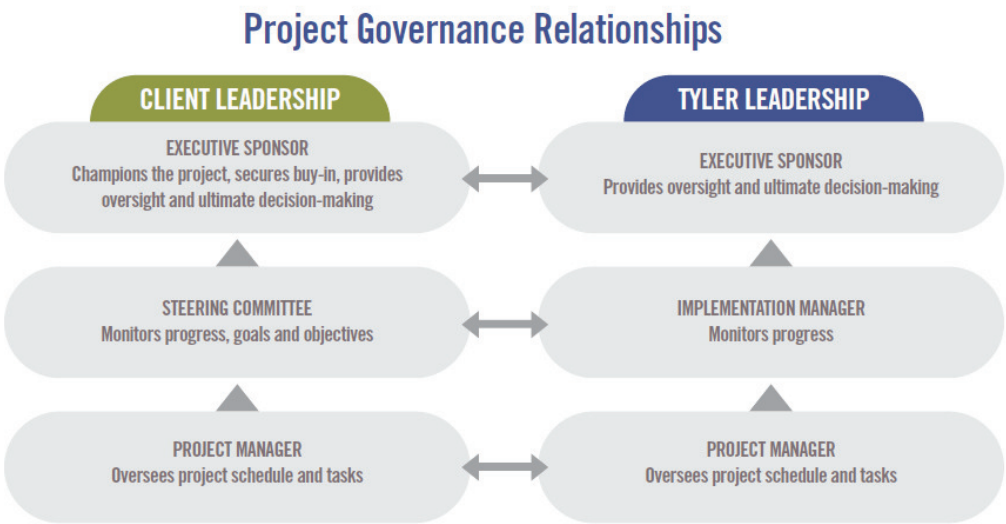
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone signoffs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City.
- Loads City provided GIS data into the system.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies
    - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project

Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.

- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of City resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.

- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

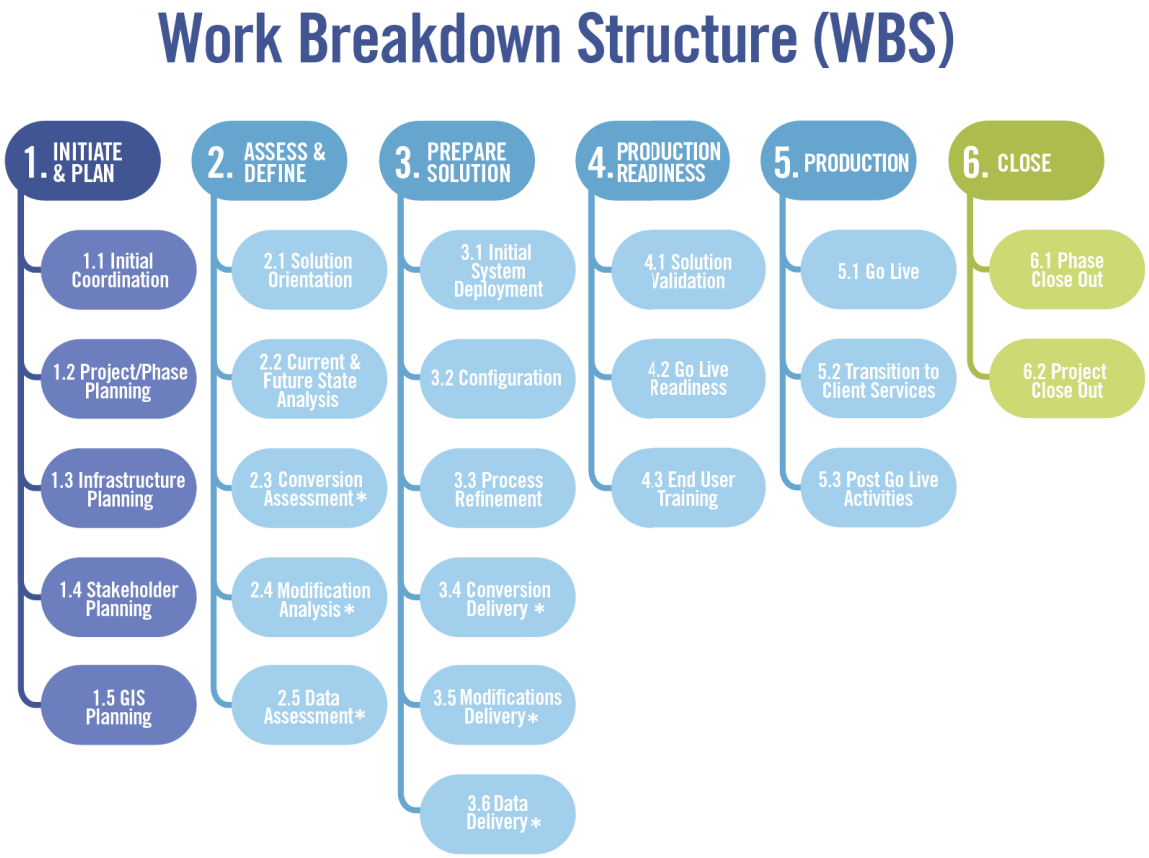
- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the City.



Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City GIS data sources and formats.
- Tyler to understand the City's GIS needs and practices.
- Ensure the City's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R

Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			

Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.

Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C

reconcile to source system																	

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Updated solution design document (Data & Insights only).
- Prioritized data sets for review in Tyler system (Data & Insights only).
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.

- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.

- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

	Post Project Report	City acceptance: Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.

- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up to date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Enterprise Permitting & Licensing Conversion Summary

9.1.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated permit, plan, etc.
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.1.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
- Unique (keyed) contacts converted to global contacts

- Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated license, code case, etc.
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
- Fees
- Payments
- Notes

9.2 Enterprise ERP Conversion Summary

9.2.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.2.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.2.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.2.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.2.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.2.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.2.7 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.2.8 General Billing CID

- Customer information

9.2.9 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.2.10 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

9.2.11 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.2.12 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.2.13 Project Grant Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.2.14 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.

9.2.15 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.2.16 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

9.2.17 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

9.2.18 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

9.2.19 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.2.20 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

10. Additional Appendices

10.1 Enterprise Permitting & Licensing Definitions

10.1.1 "Template Business Transactions"

- A pre-defined and pre-configured Enterprise Permitting & Licensing business process from Enterprise Permitting & Licensing's "Best Management Template".
- The following modifications to Template Business Transactions are considered within scope:
  - Any changes to required inspections within the workflow
  - Any changes to the required plan reviews within the workflow
  - Adding up to 2 additional actions to the workflow
  - Configuration of fees, allowing creation of up to 3 new fees to accommodate
  - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a "Unique Business Transaction", as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 "Unique Business Transactions"

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 "Geo-Rules"

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the Enterprise Permitting & Licensing application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the "Zones" tab of the record (i.e., plan, permit, code case, etc.).

10.1.4 "Automation Events"

10.1.4.1 "Intelligent Objects (IO)"

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 "Intelligent Automation Agents (IAA)"

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the Enterprise Permitting & Licensing system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 "Enterprise Permitting & Licensing SDK/API (Toolkits)"

- APIs developed by Tyler Technologies for extending the Enterprise Permitting & Licensing Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The Enterprise Permitting & Licensing toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The City is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any "in-scope" integrations.

10.2 Koa Hills Services

Historical Archive Database Scope of Work

Introduction

Koa Hills Consulting (KHC) will deliver a web-based data archival system to maintain access to historical data in addition to the data that is converted directly to Munis. This includes information that is not typically converted into Munis, such as closed purchase orders or inactive vendors, as well as additional years of historical data that the client needs. The build out of the historical archive database uses the same Munis data conversion templates and mappings created during the implementation process. Users will be able to access an intuitive web-based application which looks and feels like the Munis Central applications in order to retrieve historical information.

The historical information includes the following areas of data:

- General Ledger
- Projects
- Budgets
- Vendors
- Accounts Payable Checks

- Accounts Payable Invoices
- Purchase Orders
- Contracts

Application Features

The historical archive database is a web-based module which provides menu driven access to a series of screens and reports designed for user access. The web front end is very similar in nature to the inquiry options within Munis to provide users with a familiar and intuitive interface. The screens provide the ability to perform advanced searches and return data which may then be viewed and exported to Excel, if needed.

The following screens will be available within the historical archive database. Information on these screens will correlate with the Munis screens whenever possible; however, certain pieces of information which would become stale over time are omitted. All data available through the Munis Conversion programs have the opportunity for inclusion in the historical archive database.

Screen	Description
Account Central	All related financial activity for a given Munis GL
Journal Entries	
Project Central	All related financial activity for a given Munis GL Organization, Object and Project including budget, actual and encumbrance data.
Budget Central	
Invoice Central	AP Invoice information with associated purchase orders and payment details.
Checks Central	
Purchase Orders	Purchase order and line-item detail with associated AP Invoices.
Contracts Central	Contract information with associated AP Invoices and Purchase Orders.
Vendor Central	All related financial activity for a vendor, and drill down into the detail in: Checks, Invoices, Purchase Order, Contracts.
Finance Codes	
Finance Reports	

The following reports will be available within the historical archive database. Information on these reports will correlate with the Munis screens whenever possible; however, certain pieces of information which would become stale over time are omitted. All data available through the Munis Conversion programs have the opportunity for inclusion in the historical archive database.

Report	Description
Accounts, Project Central	All related financial activity for a given Munis GL Organization, Object and Project including budget, actual and encumbrance data.
Vendor Central	All related financial activity for a vendor, and drill down into the detail in: Checks, Invoices, Purchase Order, Contracts.
Purchasing Central	Purchase order and line-item detail with associated AP Invoices.
Contracts Central	Contract information with associated AP Invoices and Purchase Orders.
Invoice Central	AP Invoice information with associated purchase orders and payment details.

- Reports will be provided in SSRS
- Customer can develop additional reports in SSRS
- KHC can develop additional reports for the client by request and for an additional cost

Deliverables

The following deliverables will be provided with the solution:

- Web based application to access historical data
- Training to use the historical data application
- KHC will assist client in converting and populating data input spreadsheets to match mapping requirements
- Data conversion templates for mapping
  - KHC will use the same mapping spreadsheets as the Munis Data Conversion Team
- Historical data will be converted into the database using the Munis data structure

Client Responsibilities

- Client shall provide access to fulfill the necessary requirements to historical data files, data mapping expertise and any other necessary information to facilitate the archival process
- Client shall furnish legacy system documentation for data mapping, as needed
- Client shall furnish the required hardware to run the archival system unless the client chooses the SaaS option
- Client shall provide necessary access to the client internal network for installation and configuration if needed
- Client shall provide GL Account Crosswalk mapping for any legacy accounts which are desired to maintain for all years archived with the new updated Munis format
- Client shall assist with data validation and testing by running reports comparing totals and details on legacy data between systems

Hardware Requirements

If not using the KHC SaaS solution, the client will supply the stand-alone server with a recent version of Windows Server Operating System, SQL server, SSRS, and the Management Studio package. Though the

server is read only, Koa Hills recommends a duplicate hard drive backup to cover disasters and possible drive failures. Koa Hills will create a schema which closely matches that of Munis data migration for each sub-system.

Assumptions

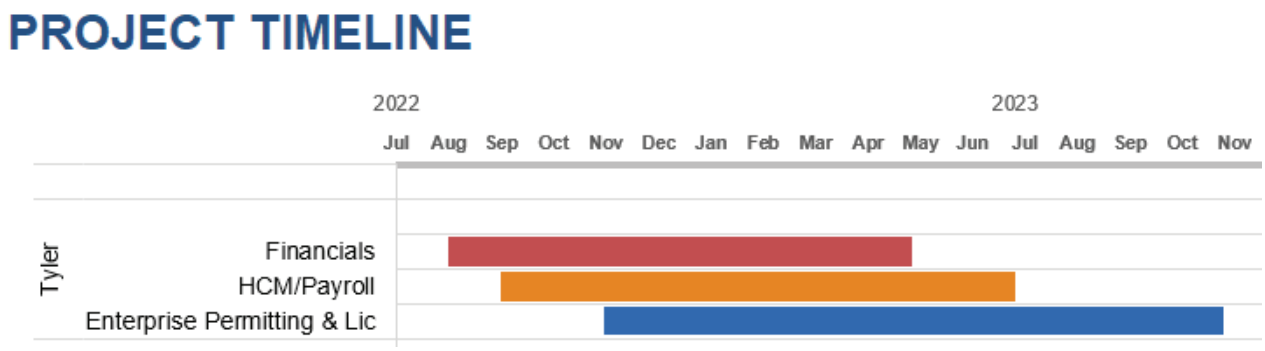
- The server will be designed for administrative access only and there will be no layered user security.
- Data is consistent for all years. If the data has changed (ex. COA length changed at some point in the past and is different from the current data structure in Munis), then additional professional services may be required.
- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



**If phase overlap is a concern for resource availability, some modules listed in the Financials phase can be postponed until a later time. Allowing the core financial elements to be implemented first will increase the success of the overall ERP project.

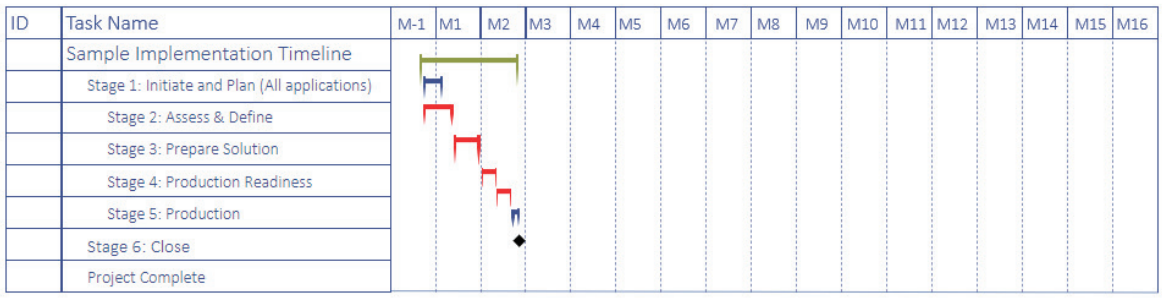
Phase	Functional Area(s)	Modules	Start Date	Go-Live Date
1	**Financials**	• Accounting/General Ledger • Accounts Payable • BMI Asset Track Interface • Budgeting • Capital Assets • Cash Management • Contract Management • eProcurement • General Billing • Purchasing • Project & Grant Accounting • Accounts Receivable • Cashiering • General Billing	Aug 2022 or as defined in the Project Plan and mutually agreed upon	May 2023 or as defined in the Project Plan and mutually agreed upon
2	**Human Capital Management**	• Payroll w/ ESS • Human Resources & Talent Management • Recruiting • Risk Management	Sept 2022 or as defined in the Project Plan and mutually agreed upon	July 2023 or as defined in the Project Plan and mutually agreed upon
	System Wide	• Enterprise Analytics & Reporting • Enterprise Forms Processing • Content Manager Core • Executive Insights[1]		
3	**Enterprise Permitting and Licensing**	• Business Management Suite • Community Development Suite • Civic Access-Bus Mgt • Civic Access-Comm Dev • E-reviews • Enterprise Permitting & Licensing • Enterprise Service Requests • My Civic • Report Toolkit • Workforce Mobile • GIS	Nov 2022 or as defined in the Project Plan and mutually agreed upon	Nov 2023 or as defined in the Project Plan and mutually agreed upon

[1] Executive Insights will be implemented as product suites go live and have data available for reporting.

11.2 Data & Insights Project Plan

Data & Insights Project Plan												
	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
Initiate and Plan												
Assess and Define												
Prepare Solution												
Production Readiness												
Production												
Close												

11.3 My Civic Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.4 Intentionally left blank.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number _____.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Opa-Locka, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.

- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom

modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.

- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the

term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the

warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the availability of the SaaS environment, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a

substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense

or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming

aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
	Schedule 3: Koa Hills Terms
	Schedule 4: BMI Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Opa-Locka, Florida

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Opa-Locka
3400 NW 135th Street
Opa Locka, FL 33054-4708
Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.
   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.
   2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due

annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
   3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. The foregoing notwithstanding, Koa Hills Professional Services will be invoiced 50% upon commencement of the services and 50% upon completion of the services.
   3.5 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services are indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.
** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform . Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services Terms of Services, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand and agree to said terms.

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- Electronic Warrants
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler ACFR
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court

Exhibit D
Schedule 2
DocOrigin Terms

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DocOrigin

SOFTWARE LICENSE

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A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

1.7 **Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of Eclipse Corporation or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Eclipse Corporation or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION ECLIPSE CORPORATION DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("**Claims**"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

Exhibit D
Schedule 3
Koa Hills Terms

Software as a Service AGREEMENT

This Software as a Service Agreement ("Agreement"), made as of the date of last signature below ("Effective Date"), is by and between Koa Hills Consulting, a Nevada LLC ("Supplier"), having an office for notices at P.O Box 58, Reno, NV 89504, and City of Opa Locka ("Client"), located at 3400 NW 135th Street, Opa Locka, FL 33054-4708

INTENDING to be legally bound, Supplier and Client agree that the following terms and conditions will apply to the SaaS Software and services provided under this Agreement, including the attached Statement of Work which is incorporated by reference.

1. DEFINITIONS

Whenever used in this Agreement, any schedules, exhibits, or addenda to this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.

1.1 "***Agreement***" means this Software as a Service Agreement between Supplier and Client, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.

1.2 "***Authorized User***" means the employees of the Client.

1.3 ***"Confidential Information"*** means any information that a disclosing party treats in a confidential manner and that is marked "Confidential Information" prior to disclosure to the other party. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

1.4 "***Documentation***" means, collectively: (a) all materials published or otherwise made available to Client by Supplier that relate to the functional, operational and/or performance capabilities of the Software; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Supplier that describe the functional, operational and/or performance capabilities of the Software; (c) any Requests for Information and/or Responses for Proposals (or documents of similar effect) issued by Client, and the responses thereto from Supplier, and any document which purports to update or revise any of the foregoing.

1.5 ***"Enhancements"*** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Software that Supplier may develop or acquire and incorporate into its standard version of the Software or which the Supplier has elected to make generally available to its clients who are on a support and/or maintenance plan.

1.6 ***"Intellectual Property Rights"*** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, federal law, and laws of foreign countries; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, federal law, and laws of foreign countries; and (d) proprietary indicia, trademarks, tradenames, symbols, logos, and/or brand names under common law, state law, federal law, and laws of foreign countries.

1.7 ***"Project Manager"*** means the individual who shall serve as each party's point of contact with the other party's personnel as provided in this Agreement. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.

1.8 ***"SaaS Fees"*** means the fees for the SaaS Services identified in the SOW/Quote.

1.9 "***SaaS Services"*** means the right to use the Historical Data Archive Software, receive maintenance and support.

1.10 ***"SOW"*** means the standard implementation plan describing what services/data will be provided to implement the Historical Data Archive software.

1.11 "***Support and Maintenance Services***" means the technical support, error correction services and support, and Enhancements provided by Supplier to Client to use, maintain and enhance the Software provided by Supplier to Client.

1.12 "***Third Party***" means persons, corporations, and entities other than Supplier, Client or any of their employees, contractors, or agents.

1.13 ***"Third Party Software"*** means any Software provided by Supplier to Client that Supplier licensed from a Third Party and is to be delivered by Supplier to Client in connection with the Software.

1.14 **"Version"** means one of a sequence of copies of a Software program, each incorporating new modifications commonly identified by a number in the form X.Y, where X is the Version number and Y is the release number. An increment in X (with Y reset to zero) signifies a substantial increase in the function of the program or a partial or total re-implementation, whereas Y increases each time the program is changed in any way and re-released.

1.15 **We, Us, Our** means Koa Hills Consulting LLC

1.16 **You** and similar terms means the Client

2. Rights Granted and Restrictions

2.1 Koa Hills Consulting LLC grants to you a non-exclusive non-assignable limited right to use to use the Historical Archive Database SaaS Services for your internal business purposes only as of the effective date. Your rights to use the Historical Archive database software are perpetual but may be revoked if you fail to comply with any material terms of this agreement and have not cured such material failure within 30 days.

2.2 SaaS fees – You agree to pay us SaaS Fees. If the annual fee is not paid when due your SaaS Service to use the software will be suspended unless and until payment is made in full.

2.3 The documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

2.4 Client understands and agrees that, except as permitted by this Agreement, it may not: (a) sell, assign, lease, license, sub-license or otherwise distribute the Software or Documentation, (b) use the Software for the purposes of providing commercial data processing services to Third Parties, such as commercial use in a service bureau, timesharing, remote batch, or other similar commercial operation; (c) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or any other process, the Software.

2.5 We reserve all rights not expressly granted to you in this agreement. The Historical Archive Database and documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright and other intellectual property rights in the Historical Archive Database Software and the documentation.

3. Support and Maintenance Services

3.1 The Client shall receive the general help desk Support and Maintenance Services offered by Supplier.

3.2 The Project Managers, or such persons as otherwise designated by Client and Supplier, shall serve as said parties' contacts for all communications relating to Support and Maintenance Services. Each party may change its own contact person by written notice to the other party.
3.3 Except as otherwise provided in a signed addendum to this Agreement, nothing herein shall obligate Supplier to enhance the Software in any respect or on any particular date. The decision as to whether and/or when, to enhance the Software will be within Supplier's discretion.

4. Professional Services

4.1 We will provide the implementation services outlined in the Statement of Work (SOW)
4.2 You agree to pay the professional services fees for our services in the amounts set forth in the Tyler Technologies, Inc. agreement Investment Summary and as indicated in Exhibit B of such agreement. The Client acknowledges that the fees stated for such services are good faith estimates of the time and materials required for your implementation.
4.3 Additional Professional Services. If additional work beyond the scope of contracted services is required or if the Client requests additional work outside the original SOW, then a change order will be produced with the hours required/requested at the current hourly rate.
4.4 Access and Requirements. At no cost to Koa Hills Consulting LLC, Client agrees to provide us with full and free access to your personnel and equipment and network as may be reasonably necessary to provide implementation and installation services, subject to reasonable security protocols.
4.5 Client Assistance. You acknowledge that the implementation of the Historical Archive Database software is a cooperative process requiring time and effort from your personnel. We will not be liable for failure to meet deadlines or milestones when such failure is due to Force Majeure or by failure of your personnel to provide cooperation and assistance.

5. Fees, Invoicing, Payment, and Invoice Disputes

5.1 Client agrees to pay all undisputed amounts due to Supplier in accordance with the Tyler Technologies SaaS Agreement to which these terms are an exhibit. Such fees will be payable by client and within thirty (30) calendar days of Client's receipt of Supplier's invoice or the invoice due date, whichever is later.

5.2 If an invoiced amount is disputed in good faith by the Client, then the Client shall work with the Supplier to resolve the dispute. Client may suspend the payment of all disputed amounts until the dispute is resolved. Client has 30 days from the invoice date to dispute an invoice in writing to the Supplier.

6. Term and Termination

6.1 Term. This Agreement shall be effective as of the Effective Date. The initial term of the SaaS Services is 5 years beginning with the availability of the SaaS Services and ends five (5) years later, unless earlier terminated as set forth below. Upon expiration of the initial term, and upon mutual agreement of both parties, this Agreement may renew for up to five (5) additional five (5) year renewal terms, each at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the initial term or the end of the then-current renewal term. We will provide you notice of any increase in SaaS Fees no less than ninety (90) days prior to the commencement of the renewal term. You will then have until sixty (60) days prior to the termination of the current term to agree to a renewal of this Agreement at the prices contained in our notice, or as we may otherwise agree. Your right to access or use the Historical Data Archive Software and the SaaS Services will terminate at the end of this Agreement.

6.2 This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes

6.3 Either party may terminate this Agreement if the other party intentionally and materially breaches this Agreement and then fails to correct such breach within thirty (30) days. Written notice of the breach will be provided to the offending party as soon as the breach is identified. In the event of an uncorrected breach this Agreement can be terminated immediately.

6.4 Failure to Pay SaaS Fees - You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Historical Data Archive Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

6.5 Fees for Termination without Cause - Client hereby acknowledges that we have invested time and personnel in the development of the software being licensed to the Client. Therefore, termination of this Agreement without cause during the initial term will result in a financial hardship to us. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

6.6 The following Sections shall survive the expiration or termination of this Agreement: Section 6, 7, 9, 10, 11, 12, 13, 15 and 16. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assignees.

7. Warranty, Limitation of Liability, and Indemnification

7.1 Supplier represents and warrants that the Software provided under this Agreement shall function substantially in accordance with the Documentation and produce results substantially in accordance with the Documentation. Supplier's obligations for breach of the Software Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Software which fails to conform to such warranty, and, if Supplier is unable to correct any breach in the Software Warranty by the date which is sixty (60) days after Client provides notice of such breach, Client may, in its sole discretion, either extend the time for Supplier to cure the breach or terminate this Agreement. This will be your sole remedy should we be unable to cure the defect.

7.2 THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.3 If the Software and/or Documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, or if it is adjudicated by a court of competent jurisdiction that the Software and/or Documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, and Client's use of the Software and/or Documentation, or any part of it, is enjoined or interfered with in any manner, Supplier shall, at its sole expense and within sixty (60) calendar days of such injunction or interference, either: (a) procure for Client the right to continue using the Software and/or Documentation free of any liability for infringement or violation; (b) replace or modify the Software and/or Documentation, or parts thereof, with non-infringing Software and/or Documentation of equivalent or better functionality.

7.4 Supplier shall have no obligation to indemnify Client for a claim if: (a) Client uses the Software in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or (b) Client's use of the Software in combination with any product, software or system not authorized, approved or recommended by Supplier and such combination is the cause of the infringement or misappropriation; or (c) altering or modifying the Historical Archive Database software including any modification by a third parties at your direction or otherwise permitted by you; or (d) willful infringement, including use of the software after we notify you to discontinue use due to such a claim.

7.5 Supplier shall defend, indemnify and hold the Client, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent or intentional acts or omissions of the Supplier, its officers, employees, or agents.
7.6 Client shall defend, indemnify and hold the Supplier, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent or intentional acts or omissions of the Client, its officers, employees, or agents.
7.7 The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim provided that the indemnifying party has the sole right to control the defense.

7.8 LIMITATION OF LIABILITY - EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED; (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT TWO TIMES (2X) THE TOTAL ONE TIME FEES SET FORTH IN THE TYLER TECHNOLOGIES, INC. SAAS AGREEMENT. ; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, TWO TIMES (2X) THE THEN CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITIATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITIATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION 8.3 THROUGH 8.6.

7.9 EXCLUSION OF CERTAIN DAMAGES – TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE OR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Insurance

During the course of performing services under this agreement, Koa Hills Consulting LLC agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation of at least $1,000,000; (e) Cyber Insurance of at least $1,000,000. We will provide a certificate of insurance upon request.

9. Confidentiality

9.1 Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.
9.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish, or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena).

10. Title/Ownership

10.1 Client acknowledges that Supplier holds all right, title and interest in any copyrights, patents, trade secrets and any other Intellectual Property Rights in the Software. Nothing in this Agreement shall be construed to convey any title or ownership rights in the Software to the Client.
10.2 All data created and/or processed by the Software is and shall remain the property of the Client and shall

in no way become attached to the Software, nor shall Supplier have any rights in or to the data of Client.
10.3 Any documents, forms, compilations and/or spreadsheets that are generated from the utilization of the functionality of the Software are not the intellectual property of the Supplier and can be used by Client in its ordinary course of business, including but not limited to Client sharing such documents with Third Parties.

11. Dispute Resolution

11.1 Designated Supplier and Client Project Managers shall meet as often as is reasonably required to review the performance of the parties under this Agreement and to resolve any disputes.

11.2 If a dispute arises and these representatives are unable to resolve the dispute within fifteen (15) business days, then the dispute will be escalated to an executive level representative of each party with the authority to resolve such matters. Supplier and Client executives must meet to resolve any disputes. To the extent provided by law, all meetings and discussions between executive level representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

12. Taxes

All taxes required for the Software purchase by Client under this Agreement will be the responsibility of Client. Client is responsible for remitting all taxes to the taxing authority.

13. Joint Drafting

SUPPLIER AND CLIENT ACKNOWLEDGE THAT EACH HAS BEEN ADVISED BY THEIR RESPECTIVE ATTORNEYS REGARDING THE TERMS, EFFECTS AND CONSEQUENCES OF THE AGREEMENT. ACCORDINGLY, SUPPLIER AND CLIENT AGREE THAT THIS AGREEMENT SHALL NOT BE CONSTRUED AS HAVING BEEN DRAFTED SOLELY BY OR ON BEHALF OF EITHER PARTY.

14. Assignment

This agreement shall be binding on and shall be for the benefit of either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without prior written consent of the other party; provided, however your consent is not required for assignment by us because of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

15. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, excluding its conflicts of laws provisions. Any dispute, claims, demands or actions arising out of or in relation to this Agreement, or the interpretation, making, performance, breach, or termination thereof shall be brought in and resolved by the Superior Court of the County of Washoe in Reno, Nevada.

16. No Intended Third Party Beneficiaries

This agreement is entered into solely for the benefit of Supplier and Client. No third party will be deemed a beneficiary of this agreement, and no third party will have the right to make any claim or assert any right under this agreement.

17. Client Name

Client agrees that Supplier can identify Client by name in client lists, and with prior written consent marketing presentations and promotional materials.

18. Force Majeure

Neither party shall be liable to the other for failure or delay of performance hereunder due to earthquake, flood, storm, fire, epidemics, acts of government, governmental agencies or officers, war, insurrection, riots, civil disturbances, or any other cause beyond the reasonable control of the non-performing party. The non-performing party will promptly notify the other party in writing of an event of force majeure, the expected duration of the events, and its anticipated effect on the ability of the party to perform its obligations and make reasonable effort to remedy the event of force majeure in a timely fashion.

19. Notices

19.1 All notices, requests, consents, approvals, or authorizations in connection with this Agreement (collectively, "Notices") must be given in writing, sent by personal delivery, messenger, overnight delivery service, electronic mail with delivery acknowledgement or the United States mail, postage prepaid, certified, or registered, return receipt requested, and addressed as follows:

If to Supplier:
Koa Hills Consulting LLC
P.O Box 58, Reno, NV 89504
Attention: John Schwartz

If to Client:
City of Opa Locka
3400 NW 135th Street, Opa Locka, FL 33054-4708
Attention: [POSITION TITLE]

19.2 All Notices sent in accordance with the foregoing shall be deemed received by the intended recipient: (a) upon personal delivery; or (b) One (1) business day following deposit with an overnight courier service submitted in time for next day delivery or (c) by email acknowledgement.

20. Severability

20.1 The terms of this Agreement are severable. If any provision of this Agreement, or any portion thereof, is declared by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement will continue in full force and effect for the same purpose.

20.2 In the event that any provision shall be held to be illegal, void, invalid or unenforceable, that provision shall in good faith be renegotiated to reflect as closely as possible the intent of the original provisions of this Agreement in a manner that is valid and enforceable.

21. Waiver

21.1 The waiver of any performance required under this Agreement or of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent failure to perform or breach of the same or any other provision of this Agreement.

21.2 The delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

22. Counterparts

This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Each party shall receive a duplicate original of the counterpart copy or copies executed by it. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed

an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely based on any signature being a facsimile or electronic transmission. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties have executed a counterpart of this Agreement. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this agreement.

23. Headings

The section headings in this Agreement are inserted for convenience only, are not substantive, and shall not be interpreted to define, describe, modify, or otherwise limit the interpretation or scope of the provision under the section heading or of the Agreement as a whole.

24. Entire Agreement

This Agreement, together with all the incorporated exhibits, schedules, attachments, and proposals and addenda, constitutes the entire, final, and exclusive Agreement between the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. The parties expressly disclaim the right to claim the enforceability or effectiveness of any oral modifications to this Agreement or any amendments based on course of dealing, waiver, release, estoppel, or other similar legal theory. Any amendment or modification to this Agreement shall be effective only if in writing and signed by duly authorized representatives of both Supplier and Client.

The authorized signatory from each party has read the Agreement, understands it, and is authorized to bind his/her organization. This Agreement becomes binding when signed by the authorized signatory of both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Koa Hills Consulting LLC	**City of Opa Locka, Florida**
By: _____	By: _____
Print Name: John Schwartz	Print Name: _____
Title: COO	Title: _____
Date: _____	Date: _____

Historical Database Archive Scope of Work

Introduction

Koa Hills Consulting (KHC) will deliver a web-based data archival system to maintain access to historical data in addition to the data that is converted directly to Munis. This includes information that is not typically converted into Munis, such as closed purchase orders or inactive vendors, as well as additional years of historical data that the client needs. The build out of the historical data archive uses the same Munis data conversion templates and mappings created during the implementation process. Users will be able to access an intuitive web-based application which looks and feels like the Munis Central applications in order to retrieve historical information.

The historical information includes the following areas of data:

- General Ledger
- Projects
- Budgets
- Vendors
- Accounts Payable Checks
- Accounts Payable Invoices
- Purchase Orders
- Contracts
- Employee Demographics
- Employee Job/Salary
- Employee Deductions
- Payroll Check History

Application Features

The historical data archive is a web-based module which provides menu driven access to a series of screens and reports designed for user access. The web front end is very similar in nature to the inquiry options within Munis to provide users with a familiar and intuitive interface. The screens provide the ability to perform advanced searches and return data which may then be viewed and exported to Excel, if needed.

The following screens will be available within the historical archive database. Information on these screens will correlate with the Munis screens whenever possible; however, certain pieces of information which would become stale over time are omitted. All data available through the Munis Conversion programs have the opportunity for inclusion in the data archive.

Screen	Content
Accounts, Project Central	All related financial activity for a given Munis GL Organization, Object and Project including budget, actual and encumbrance data.
Vendor Central	All related financial activity for a vendor, and drill down into the detail in: Checks, Invoices, Purchase Order, Contracts.
Purchasing Central	Purchase order and line item detail with associated AP Invoices.
Contracts Central	Contract information with associated AP Invoices and Purchase Orders.
Invoice Central	AP Invoice information with associated purchase orders and payment details.
Check History	Employee payroll check history

Employee Job/Salary	Employee job and salary history
Employee Deductions	Employee payroll deductions
Employee Master	Employee tracking and general information

Deliverables

The following deliverables will be provided with the solution:

- Web based application to access historical data
- Training to use the historical data application
- KHC will assist client in converting and populating data input spreadsheets to match mapping requirements
- Data conversion templates for mapping
    - KHC will use the same mapping spreadsheets as the Munis Data Conversion Team
- Historical data will be converted into the archival database using the Munis data structure

Client Responsibilities

- Client shall provide access to fulfill the necessary requirements to historical data files, data mapping expertise and any other necessary information to facilitate the archival process
- Client shall furnish legacy system documentation for data mapping, as needed
- Client shall furnish the required hardware to run the archival system unless the client chooses the SaaS option
- Client shall provide necessary access to the client internal network for installation and configuration if needed
- Client shall provide GL Account Crosswalk mapping for any legacy accounts which are desired to maintain for all years archived with the new updated Munis format
- Client shall assist with data validation and testing by running reports comparing totals and details on legacy data between systems

Hardware Requirements

If not using the SaaS solution, the client will supply the stand-alone server with a recent version of Windows Server Operating System, SQL server, SSRS, and the Management Studio package. Though the server is a read only, Koa Hills recommends a duplicate hard drive backup to cover disasters and possible drive failures. Koa Hills will create a schema which closely matches that of Munis data migration for each sub-system.

Assumptions

- The server will be designed for administrative access only and there will be no layered user security.
- Data is consistent for all years. If the data has changed (ex. COA length changed at some point in the past and is different from the current data structure in Munis), then additional professional services may be required.
- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

Exhibit D
Schedule 4
BMI Terms

End-User License Agreement (EULA) for AssetTrak ARS Desktop Computer

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the desktop version of "AssetTrak ARS.

Software Product License

The "AssetTrak ARS Software Product" is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "AssetTrak ARS Software Product" is licensed, not sold.

1. **GRANT OF LICENSE.** This EULA grants you the following rights:
   * **Software.** You may install and use one copy of the "AssetTrak ARS Software Product" on (1) computer per license.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

***Limitations of Reverse Engineering, Decompilation and Disassembly.** You may not reverse engineer, decompile, or disassemble the "AssetTrak ARS Software Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

***Separation of Components.** The "AssetTrak ARS Software Product" is licensed as a single product. Its component parts may not be separated for use on more than one computer.

***Single Computer.** "AssetTrak ARS Software Product" is licensed with a Computer as a single product.

***Software Transfer.** You may permanently transfer all of your rights under this EULA only as part of a transfer to a new computer if you transfer all of the "AssetTrak ARS Software Product" (including all component parts, the media and printed materials if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA. A second copy for backup only is permitted. Only (1) copy can be used at a time.

***Termination.** Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "AssetTrak ARS Software Product" and all of its component parts.

3. **COPYRIGHT.** All title and copyrights in and to the "AssetTrak ARS Software Product" (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the" AssetTrak ARS Software Product" the accompanying printed materials, and any copies of the" AssetTrak ARS Software Product", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the "AssetTrak ARS Software Product". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

4. **PRODUCT SUPPORT.** Product Support for the "AssetTrak ARS Software Product" is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the "AssetTrak ARS Software Product".

5. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The "AssetTrak ARS Software Product" and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, AZ. 85246-6280

Exhibit E
Statement of Work

Statement of Work to be inserted prior to Agreement execution.

TYLER & SOURCEWELL

Making Software Procurement Effortless for the Public Sector

Preparing an RFP for a new public sector software solution? Consider your options.

Sourcewell is a national agency that uses the combined purchasing power of its members to reduce the cost of procurement, including software and services solutions.

Tyler Technologies' software solutions available for purchase through a Sourcewell contract:

State and Local Government Solutions	
Brazos™ (Public Safety)	MobileEyes® (Public Safety)
Digital Health Department™ (Civic Services)	Munis® (ERP | Financials)
Document Pro™ (Records & Documents)	New World™ (ERP | Financials | Public Safety)
Eagle™ (Records & Documents)	Odyssey® (Courts & Justice)
EnerGov™ (Civic Services)	Orion™ (Appraisal & Tax)
ExecuTime™ (Workforce Management)	Socrata® (Data & Insights)
iasWorld® (Appraisal & Tax)	Softcode™ (Courts & Justice)
Incode® (ERP | Financials, Courts & Justice)	Tyler Detect™ (Cybersecurity)
School Solutions	
ExecuTime (Workforce Management)	Traversa® (Student Transportation)
Infinite Visions® (ERP | Financials)	Tyler Detect (Cybersecurity)
Munis (ERP | Financials)	Tyler Pulse™ (Data Analytics)
Socrata (Data & Insights)	Tyler SIS™ (Student Information)
Schoolmaster® (Student Information)	Versatrans® (Student Transportation)

What does this mean to me?

Sourcewell satisfies the bidding and award process — it doesn't circumvent or eliminate it. Tyler was awarded a Sourcewell contract by earning it through a bid process against competing vendors.

How do I benefit from this contract?

You get immediate discounts on Tyler products purchased through the Sourcewell contract and significant savings in time, paperwork, administration, and legal costs.

How much does it cost?

Nothing. Enjoy Sourcewell's buying opportunities through a no cost and no obligation membership.

Is there more?

Not ready to purchase an enterprise software solution just yet? Join Sourcewell now and immediately start saving money on products and services from nationally known vendors, including: software, fax machines, network equipment, heavy equipment, furniture, athletic equipment, custodial supplies, health supplies, HVAC, audiovisual products, security solutions, copiers, mailing equipment, and so much more.

When the time is right for your organization, you can buy Tyler Technologies' solutions at your convenience. It's that easy.

Sourcewell Formerly NJPA
Awarded Contract
Contract # 090320-TTI

Less hassle and you save money! Can it get any better? You decide — contact Sourcewell or your Tyler sales rep today!

www.sourcewell-mn.gov
888.894.1930
www.tylertech.com
800.772.2260

Per state law, Sourcewell is audited every year. To this end, Sourcewell contracts for an independent annual audit, the results of which are submitted to the state of Minnesota.

How can I get started today?

Join Sourcewell at **https://sourcewell-mn.gov/become-member**

Tyler's Sourcewell contract number: **090320-TTI**

TY-SW-FLY-17946-0221

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Quoted By:	Tim Vickers
Quote Expiration:	09/30/22
Quote Name:	City of Opa-Locka-ERP-Munis Core Financials, EnerGov and Payroll/HR
Quote Description:	5 Year SaaS Quote Revised Updated 4/26/2022
Saas Term	5.00

Sales Quotation For:
City of Opa-Locka
3400 NW 135th St
Opa Locka FL 33054-4708
Phone: +1 (305) 953-2868

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	96	$ 17,346.00
Accounts Payable	1	24	$ 4,972.00
BMI Asset Track Interface	1	16	$ 1,288.00
Budgeting	1	32	$ 4,972.00
Capital Assets	1	32	$ 4,188.00
Cash Management	1	16	$ 2,859.00
Contract Management	1	16	$ 1,887.00
eProcurement	1	24	$ 2,859.00
Project & Grant Accounting	1	24	$ 3,353.00
Purchasing	1	56	$ 7,225.00
Human Resources Management			
Human Resources & Talent Management	1	88	$ 6,993.00
Payroll w/ESS	1	168	$ 8,401.00
Recruiting	1	16	$ 1,335.00

Risk Management	1	16	$ 1,603.00
Revenue Management			
Accounts Receivable	1	56	$ 3,658.00
Cashiering	1	32	$ 6,288.00
General Billing	1	24	$ 2,432.00
Civic Services			
Business Management Suite	5	112	$ 5,020.00
Civic Access - Business Management	1	24	$ 5,634.00
Civic Access - Community Development	1	24	$ 5,634.00
Community Development Suite	21	192	$ 21,084.00
e-Reviews	1	72	$ 9,188.00
Enterprise Permitting & Licensing Advanced Automation Bundle w Executive Insights	1	8	$ 14,439.00
Enterprise Permitting & Licensing Core Foundation Bundle	1	16	$ 1,912.00
Enterprise Service Requests	1	40	$ 2,888.00
My Civic	1	44	$ 8,000.00
Report Toolkit	1	0	$ 1,885.00
Workforce Mobile	10	16	$ 3,350.00
Enterprise Asset Management			
GIS	26	8	$ 6,214.00
Content Management			
Content Manager Core	1	32	$ 7,317.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	64	$ 9,414.00
Additional			
Enterprise Forms Processing (including Common Form Set)	1	0	$ 3,584.00
Recurring Services			
Payroll Tax Table Updates	1	0	$ 1,000.00

Sub-Total:	$ 188,222.00
Less Discount:	$ 18,820.00

TOTAL	**1388**		**$ 169,402.00**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Business Management Enterprise Forms Library (6 Enterprise Forms)	1	$ 3,825.00	$ 3,825.00	$ 0.00
Community Development Enterprise Forms Library (5 Enterprise Forms)	1	$ 3,825.00	$ 3,825.00	$ 0.00
Enterprise Forms Processing Configuration	1	$ 1,500.00	$ 1,500.00	$ 0.00
Executive Insights Implementation	1	$ 4,800.00	$ 4,800.00	$ 0.00
Project Management	124	$ 175.00	$ 21,700.00	$ 0.00
Conversions – See Detailed Breakdown Below			$ 54,780.00	$ 0.00
Onsite Implementation	376	$ 200.00	$ 75,200.00	$ 0.00
Remote Implementation	1012	$ 175.00	$ 177,100.00	$ 0.00
TOTAL			**$ 342,730.00**	**$ 0.00**

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
BMI AssetTrak ARS V3 Fixed Asset Mobile Scanning Device Kit - Enterprise ERP/ATARS	1	$ 2,790.00	$ 0.00	$ 2,790.00	$ 0.00	$ 0.00	$ 0.00
Cash Drawer	1	$ 260.00	$ 0.00	$ 260.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner - Model 1950GSR	1	$ 450.00	$ 0.00	$ 450.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner Stand	1	$ 30.00	$ 0.00	$ 30.00	$ 0.00	$ 0.00	$ 0.00
Koa Hills - Tyler Hosted Data Archive Module - Financials (SaaS)	1	$ 0.00	$ 0.00	$ 0.00	$ 11,285.00	$ 0.00	$ 11,285.00
Koa Hills - Tyler Hosted Data Archive Module - Financials Professional Services	1	$ 11,340.00	$ 0.00	$ 11,340.00	$ 0.00	$ 0.00	$ 0.00
MISC Hardware	1	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
MISC Hardware	1	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Misc KOA Hills Conversion	1	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Printer (EPSON TM-H6000V-032) includes Power Supply	1	$ 790.00	$ 0.00	$ 790.00	$ 0.00	$ 0.00	$ 0.00
VPN Device	1	$ 4,000.00	$ 0.00	$ 4,000.00	$ 0.00	$ 0.00	$ 0.00

TOTAL	**$ 19,660.00**	**$ 11,285.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0.00	$ 0.00
Total Annual	$ 0.00	$ 169,402.00
Total Tyler Services	$ 342,730.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 19,660.00	$ 11,285.00
Summary Total	**$ 362,390.00**	**$ 180,687.00**
Contract Total	**$ 1,220,685.00**	
Estimated Travel Expenses excl in Contract Total	**$ 21,920.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Actuals up to 3 years	1	$ 1,000.00	$ 0.00	$ 1,000.00
AC - Budgets up to 3 years	1	$ 1,000.00	$ 0.00	$ 1,000.00
AC Standard COA	1	$ 2,000.00	$ 0.00	$ 2,000.00
Accounts Payable				
AP - Checks up to 5 years	1	$ 2,200.00	$ 0.00	$ 2,200.00
AP - Invoice up to 5 years	1	$ 2,800.00	$ 0.00	$ 2,800.00

AP Standard Master	1	$ 1,200.00	$ 0.00	$ 1,200.00
Capital Assets				
CA Std Master	1	$ 2,000.00	$ 0.00	$ 2,000.00
Conversions				
Business Management Conversion	1	$ 8,225.00	$ 0.00	$ 8,225.00
Community Development	1	$ 10,575.00	$ 0.00	$ 10,575.00
General Billing				
GB - Bills up to 5 years	1	$ 3,500.00	$ 0.00	$ 3,500.00
GB - Recurring Invoices	1	$ 1,680.00	$ 0.00	$ 1,680.00
GB Std CID	1	$ 1,000.00	$ 0.00	$ 1,000.00
Payroll				
PR Payroll - Accrual Balances	1	$ 1,500.00	$ 0.00	$ 1,500.00
PR Payroll - Accumulators up to 5 years	1	$ 1,400.00	$ 0.00	$ 1,400.00
PR Payroll - Check History up to 5 years	1	$ 1,200.00	$ 0.00	$ 1,200.00
PR Payroll - Deductions	1	$ 1,800.00	$ 0.00	$ 1,800.00
PR Payroll - Earning/Deduction Hist up to 5 years	1	$ 2,500.00	$ 0.00	$ 2,500.00
PR Payroll - Standard	1	$ 2,000.00	$ 0.00	$ 2,000.00
PR Payroll - State Retirement Tables	1	$ 1,400.00	$ 0.00	$ 1,400.00
Professional Services				
MISC Conversion	1	$ 0.00	$ 0.00	$ 0.00
MISC Conversion	1	$ 0.00	$ 0.00	$ 0.00
Project & Grant Accounting				
PG - Actuals up to 3 years	1	$ 1,000.00	$ 0.00	$ 1,000.00
PG - Budgets up to 3 years	1	$ 1,000.00	$ 0.00	$ 1,000.00
PGA Standard	1	$ 2,000.00	$ 0.00	$ 2,000.00
Purchasing				
Purchasing - Standard	1	$ 1,800.00	$ 0.00	$ 1,800.00
	TOTAL			**$ 54,780.00**

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
BMI CollectIT Interface	1	16	$ 1,068.00
Inventory	1	32	$ 3,472.00
Human Resources Management			
Advanced Scheduling - Up to 150 Employees	1	64	$ 8,333.00
Advanced Scheduling Mobile Access	1	0	$ 2,352.00
Employee Expense Reimbursement	1	24	$ 1,942.00
Time & Attendance - Up to 150 Employees	1	80	$ 7,220.00
Time & Attendance Mobile Access	1	0	$ 3,003.00
Revenue Management			
Citizen Self Service	1	32	$ 3,205.00
Utility Billing CIS including Graphing Agent	1	128	$ 10,441.00
Utility Billing Meter Interface	1	16	$ 2,137.00
Civic Services			
Parks and Recreation	1	64	$ 4,973.00
Enterprise Asset Management			
Asset Maintenance	5	136	$ 4,580.00
Asset Performance	1	80	$ 302.00
Data Insights			
Open Finance	1	0	$ 12,000.00
Recurring Services			
Managed Detection & Response	1	0	$ 15,000.00
TOTAL:		**672**	**$ 83,528.00**

Optional Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Install Fee - Managed Detection & Response	1	$ 1,000.00	$ 1,000.00	$ 0.00
Install Fee - Open Finance	1	$ 3,200.00	$ 3,200.00	$ 0.00
Source Code Escrow	1	$ 0.00	$ 0.00	$ 1,500.00
Conversion – See Detailed Breakdown Below			$ 43,000.00	$ 0.00
Onsite Implementation	172	$ 200.00	$ 34,400.00	$ 0.00
Remote Implementation	500	$ 175.00	$ 87,500.00	$ 0.00
TOTAL			**$ 169,100.00**	**$ 1,500.00**

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
BMI Bar Code Printer Kit for CollectIT Inventory	1	$ 795.00	$ 0.00	$ 795.00	$ 0.00	$ 0.00	$ 0.00
BMI CollectIT V2 Inventory Mobile Scanning Device Kit	1	$ 3,250.00	$ 0.00	$ 3,250.00	$ 0.00	$ 0.00	$ 0.00
Pattern Stream Automated Document System - Implementation	40	$ 163.00	$ 0.00	$ 6,520.00	$ 0.00	$ 0.00	$ 0.00
Pattern Stream Automated Document System - SaaS	1	$ 0.00	$ 0.00	$ 0.00	$ 14,372.00	$ 0.00	$ 14,372.00
Touchscreen 7: Biometric and Prox Reader	1	$ 2,695.00	$ 0.00	$ 2,695.00	$ 270.00	$ 0.00	$ 270.00
TOTAL				**$ 13,260.00**			**$ 14,642.00**

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Contract Management				
Contracts	1	$ 3,000.00	$ 0.00	$ 3,000.00
Enterprise Asset Management				
AM - Closed WO History No Cost Data	1	$ 3,000.00	$ 0.00	$ 3,000.00
AM - Work Order Asset	1	$ 4,000.00	$ 0.00	$ 4,000.00

Inventory				
IN Std Master	1	$ 2,400.00	$ 0.00	$ 2,400.00
Payroll				
HR Human Resources - Certifications	1	$ 1,400.00	$ 0.00	$ 1,400.00
HR Human Resources - Education	1	$ 1,400.00	$ 0.00	$ 1,400.00
HR Human Resources - PM Action History up to 5 years	1	$ 1,400.00	$ 0.00	$ 1,400.00
HR Human Resources - Position Control	1	$ 1,400.00	$ 0.00	$ 1,400.00
HR Human Resources - Recruiting	1	$ 1,400.00	$ 0.00	$ 1,400.00
Utility Billing				
Utility Billing - Backflow	1	$ 1,200.00	$ 0.00	$ 1,200.00
Utility Billing - Balance Forward AR	1	$ 5,600.00	$ 0.00	$ 5,600.00
Utility Billing - Budget Billing	1	$ 3,600.00	$ 0.00	$ 3,600.00
Utility Billing - Consumption History up to 5 years	1	$ 2,000.00	$ 0.00	$ 2,000.00
Utility Billing - Option 2 Assessments	1	$ 1,200.00	$ 0.00	$ 1,200.00
Utility Billing - Service Orders	1	$ 2,300.00	$ 0.00	$ 2,300.00
Utility Billing - Services	1	$ 3,600.00	$ 0.00	$ 3,600.00
Utility Billing - Standard	1	$ 4,100.00	$ 0.00	$ 4,100.00
TOTAL				**$ 43,000.00**

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	$ 17,346.00	$ 1,735.00	$ 15,611.00
Accounts Payable	$ 4,972.00	$ 497.00	$ 4,475.00
BMI Asset Track Interface	$ 1,288.00	$ 129.00	$ 1,159.00
Budgeting	$ 4,972.00	$ 497.00	$ 4,475.00
Capital Assets	$ 4,188.00	$ 419.00	$ 3,769.00
Cash Management	$ 2,859.00	$ 286.00	$ 2,573.00
Contract Management	$ 1,887.00	$ 189.00	$ 1,698.00

eProcurement	$ 2,859.00	$ 286.00	$ 2,573.00
Project & Grant Accounting	$ 3,353.00	$ 335.00	$ 3,018.00
Purchasing	$ 7,225.00	$ 723.00	$ 6,502.00
Human Resources Management			
Human Resources & Talent Management	$ 6,993.00	$ 699.00	$ 6,294.00
Payroll w/ESS	$ 8,401.00	$ 840.00	$ 7,561.00
Recruiting	$ 1,335.00	$ 134.00	$ 1,201.00
Risk Management	$ 1,603.00	$ 160.00	$ 1,443.00
Revenue Management			
Accounts Receivable	$ 3,658.00	$ 366.00	$ 3,292.00
Cashiering	$ 6,288.00	$ 629.00	$ 5,659.00
General Billing	$ 2,432.00	$ 243.00	$ 2,189.00
Civic Services			
Business Management Suite	$ 5,020.00	$ 500.00	$ 4,520.00
Civic Access - Business Management	$ 5,634.00	$ 563.00	$ 5,071.00
Civic Access - Community Development	$ 5,634.00	$ 563.00	$ 5,071.00
Community Development Suite	$ 21,084.00	$ 2,100.00	$ 18,984.00
e-Reviews	$ 9,188.00	$ 919.00	$ 8,269.00
Enterprise Permitting & Licensing Advanced Automation Bundle w Executive Insights	$ 14,439.00	$ 1,444.00	$ 12,995.00
Enterprise Permitting & Licensing Core Foundation Bundle	$ 1,912.00	$ 191.00	$ 1,721.00
Enterprise Service Requests	$ 2,888.00	$ 289.00	$ 2,599.00
My Civic	$ 8,000.00	$ 800.00	$ 7,200.00
Report Toolkit	$ 1,885.00	$ 189.00	$ 1,696.00
Workforce Mobile	$ 3,350.00	$ 340.00	$ 3,010.00
Enterprise Asset Management			
GIS	$ 6,214.00	$ 624.00	$ 5,590.00
Content Management			
Content Manager Core	$ 7,317.00	$ 732.00	$ 6,585.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	$ 9,414.00	$ 941.00	$ 8,473.00
Additional			
Enterprise Forms Processing (including Common Form Set)	$ 3,584.00	$ 358.00	$ 3,226.00
Recurring Services			
Payroll Tax Table Updates	$ 1,000.00	$ 100.00	$ 900.00

TOTAL	**$ 188,222.00**	**$ 18,820.00**	**$ 169,402.00**

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation RapidIdentity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

The SaaS fees for products that are not named users are based on 32 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: AssetTrak ARS V3 (WiFi/Batch) Capital Asset Software MSD Users License, Enterprise ERP Asset Communicator Desktop Utility, 4G LTE ATT/TMobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera,

BMI Barcode Printer Kit - Includes - GoDEX 700i Thermal Transfer Printer, GoLabel Software with Enterprise ERP Inventory Module Integration, 1 ribbon & 1 roll of 3" by 1" paper labels.

BMI CollectIT V2 Inventory Mobile Scanning Device Kit: PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: CollectIT V2 (Wi-Fi/Batch) Inventory Software MSD Users License, Enterprise ERP Inventory Communicator Desktop Utility, 4G LTE ATT/TMobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera, Andriod 9 OS, Pistol Grip, USB C Cable with power supply, 2.2 GHz Octa-core Processor, 4GB Ram, 64GB Rom with Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via

GoTo Meeting. Software support and upgrades renewal for CollectIT Inventory Software Included - $295.00ea will be billed by BMI Systems Group after the first year. NOTE: Requires the Enterprise ERP Web Services Inventory Module Interface.

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing Profession License Delinquent.

Community Development Forms Library Includes: standard Permits - Building, standard Permits - Trade, standard Planning - Certificate, standard Permits - Occupancy/Completion, standard Code - Violation Notice.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: https://www.tylertech.com/terms/executime-clock-terms.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

For the avoidance of doubt, Managed Detection & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Managed Detection & Response commence on the availability of the service. Managed Detection & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Managed Detection & Response service upon renewal. The quoted Managed Detection & Response amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom

programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Sponsored By: City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY D/B/A THE BRAND ADVOCATES, INCORPORATED FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES PURSUANT TO RFP NO. 22-0614100 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIVE THOUSAND DOLLARS ($105,000.00) PER FISCAL YEAR; PROVIDING FOR INCORPORATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 11, 2022, the City of Opa-Locka published Request for Proposals (RFP) 22-0614100 for Public Relations and Marketing Services; and

WHEREAS, seven (7) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on June 14, 2022; and

WHEREAS, the Evaluation Committee reviewed the proposals and subsequently selected Cunningham Communications Consulting Company d/b/a The Brand Advocates, Incorporated (Proposer) as the most responsive responsible bidder; and

WHEREAS, The Brand Advocates, Incorporated proposed One Hundred Five Thousand Dollars ($105,000.00) per year; and

WHEREAS, the City Commission finds that acceptance of The Brand Advocates, Incorporated's proposal for Public Relations and Marketing Services and entering into an agreement, attached hereto as "Exhibit "A", for same, is in the best interest of the City of Opa-Locka and its residents.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, FL hereby accepts the proposal of Cunningham Communications Consulting Company d/b/a The Brand Advocates, Incorporated pursuant to Request for Proposal (RFP) 22-0614100, to provide Public Relations and Marketing Services, in an amount not to exceed One Hundred Five Thousand Dollars ($105,000) per fiscal year.

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 following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
Veronica J. Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*07.27.2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
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**	**Yes** / **No**
						X	X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

A resolution authorizing the City Manager to accept the proposal of The Brand Advocates Incorporated for Public Relations and Marketing Consultant Services pursuant to RFP No. 22-0614100 and further authorizing the City Manager to enter into an agreement with The Brand Advocates, Inc.

Staff Summary:

Request for Proposals (RFP) 22-0614100 was published on May 11, 2022 for Public Relations and Marketing Consultant Services.

Seven (7) companies submitted proposals/documents which were certified by the City Clerk on June 14, 2022.

The Evaluation Committee reviewed the proposals and subsequently selected The Brand Advocates, Inc. as the most responsive responsible bidder.

The proposals are listed in order from highest to lowest ranking based on Evaluation Committee scoring.

(1st)
The Brand Advocates was ranked first. The company is an independent public communications firm and full-service creative agency. Since 1998, they have offered award-winning communication services to several government entities as listed in the RFP document. They committed to provide the subject matter expertise across all scope areas for the City of Opa-locka if selected. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

(2nd)
Roar Media was ranked second. The company is a strategic marketing-communication consultancy that integrates a full spectrum of services to help institutional, private, and public clients achieve their goals. Since 2008, the company has grown steadily to 50 team members based on their outstanding client service and reputation for delivering innovative, practical, and impactful branding and medial solutions. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

(3rd)
My PR Guru LLC / My Gov Guru was ranked third. The company consider themselves to be one of the leading South Florida municipal government marketing and communications firm. The have served other government entities as listed in the RFP document. Since 2016, they have provided stellar service to their clients. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

(4th)
SA Nelson & Associates was ranked fourth. The company is filled with innovators who focus on building brands and businesses. The team is proud to work with municipal clients no matter the size. Their goal is setting a new standard for the marketing of municipalities in Florida. Since 2014, the company has provided grant management services to the Gulf Consortium, the organization of the 23 Gulf Coast counties charges with implementing $293 Million Dollars in funding from the Deepwater Horizon Settlement. Based on the proposal submitted, the company proposed fees consisted of an hourly rate per staff member. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

(5th)
Freeze Frame Marketing & Media, Inc. was ranked fifth. The company is committed to provide the most efficient service to its clients. They are known for exploring options for partnership, both in the public and private sectors to create events and the inclusion in major political and charitable events throughout South Florida. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

(6th)
Fox Productions, LLC was ranked six. The company have assembled a team that includes veterans with both public relations and marketing experience. With a team of over talented marketing, advertising, and creative resources, they are available to meet the City's needs. Based on the proposal submitted, the company did not submit a proposed detailed fee schedule which was requested in the RFP document. It was listed that a monthly retainer will be agreed upon and the hourly services will be billed at a rate of $300 per hour.

(7th)
ESP Media Production Company was ranked seven. The company is uniquely positioned to carry out the scope of services requested by the City with the experience and expertise of their staff. The company is one of the fastest growing minority owned marketing firms in the state. Based on the proposal submitted, the company did not submit a proposed detailed fee schedule which was requested in the RFP document. An hourly rate was listed for staffing to include Senior Staff at $125 per hour, Professional Staff at $75 per hour, Clerical Staff at $50 per hour, and All-Inclusive Hourly Fee of $250 per hour.

Financial Impact: Although the selection was based in part on the proposed hourly rates provided by each of the bidders, The Brand Advocates Incorporated estimated that their fees would be $105,000 per year, although this will vary depending on the number of projects assigned to them. If it appears that this amount will be exceeded during the course of FY 23, staff will return to the City Commission with a recommendation to adjust this amount as appropriate. Charges incurred for the remainder of this fiscal year will be charged to Non-Department Account 19-519312, Other Professional Services, which has $202,157 available.

Proposed Action:

Staff recommends the City Commission approve the recommendation for The Brand Advocates Incorporated based on the Selection Committee review, scoring and ranking, and authorize the City Manager to enter into an agreement with said company. As part of the budget process, it will be recommended that this service be budgeted for $105,000 for Fiscal Year 2023. If it appears that this amount will be exceeded as the result of the number of projects assigned to this firm, staff will return to the City Commission with a recommendation as to an appropriate adjustment to fund additional projects.

Attachment:

RFP No. 22-0614100
Bid Certification
Committee Evaluation Forms
Bid Proposals

Office of the City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Darvin Williams, JD, MBA, MPH
Interim City Manager

Telephone (305) 953-2821
Email: dwilliams@opalockafl.gov

To: **Mayor Veronica Williams**
Vice Mayor John H. Taylor, Jr.
Commissioner Sherelean Bass
Commissioner Chris Davis
Commissioner Audrey Dominguez

From: **Darvin Williams, Interim City Manager**

Date: **June 30, 2022**

Re: **Resolution: Committee Selection for Public Relations and Marketing Consultant**

Request: **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF THE BRAND ADVOCATES INCORPORATED PURSUANT TO RFP NO. 22-0614100; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE RESPONSIBLE BIDDER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Description: Public Relations and Marketing Consultant Services.

Analysis: Bid proposals were certified by the City Clerk on June 14, 2022. The City Clerk's Office opened sealed proposals and certified the bids under the provisions of Sec. 2-320.1 of the City's Code of Ordinance. The following seven (7) companies submitted proposals/documents:

Fox Productions, LLC
Roar Media
Freeze Frame Marketing & Media, Inc.
ESP Media Production Company
The Brand Advocates Incorporated
SA Nelson & Associates
My PR Guru LLC / My Gov Guru

The evaluation committee met on June 17, 2022 to review proposals. Members of the evaluation committee included:

Sandra Bridgeman, Acting Assistant Finance Director - Consultant TriMerge CPA
Lubotes Dauphin, Interim Information Technology Director - City of Opa-locka
Adelina Gross, CIP Manager - City of Opa-locka
Kierra Ward, Human Resources Director - City of Opa-locka
Christopher Wills, Deputy City Clerk - City of Opa-locka

Each committee member's review evaluation and scoring of proposals were based on the following criterion and weight system:

Criterion	Weight
Experience and Qualifications	25%
References	10%
Resources and approach	30%
Price Proposal	35%

Below you will find the selection committee evaluations that include scoring of the seven (7) proposals. The proposals are listed in order from highest to lowest in ranking:

The Brand Advocates Incorporated ***(1st)***

Name	Rating
Sandra Bridgeman	4.90
Lubotes Dauphin	5.00
Adelina Gross	3.00
Kierra Ward	3.95
Christopher Wills	4.40
TOTAL	4.25

The Brand Advocates was ranked first. The company is an independent public communications firm and full-service creative agency. Since 1998, they have offered award-winning communication services to several government entities as listed in the RFP document. They committed to provide the subject matter expertise across all scope areas for the City of Opa-locka if selected. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

Roar Media ***(2nd)***

Name	Rating
Sandra Bridgeman	4.05
Lubotes Dauphin	5.00
Adelina Gross	3.65
Kierra Ward	2.90
Christopher Wills	5.00
TOTAL	4.12

Roar Media was ranked second. The company is a strategic marketing-communication consultancy that integrates a full spectrum of services to help institutional, private, and public clients achieve their goals. Since 2008, the company has grown steadily to 50 team members based on their outstanding client service and reputation for delivering innovative, practical, and impactful branding and medial solutions. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

My PR Guru LLC / My Gov Guru ***(3rd)***

Name	Rating
Sandra Bridgeman	5.00
Lubotes Dauphin	5.00
Adelina Gross	5.00
Kierra Ward	3.65
Christopher Wills	1.85
TOTAL	4.10

My PR Guru LLC / My Gov Guru was ranked third. The company consider themselves to be one of the leading South Florida municipal government marketing and communications firm. The have served other government entities as listed in the RFP document. Since 2016, they have provided stellar service to their clients. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

SA Nelson & Associates ***(4th)***

Name	Rating
Sandra Bridgeman	4.90
Lubotes Dauphin	4.10
Adelina Gross	2.35
Kierra Ward	3.60
Christopher Wills	4.30
TOTAL	3.85

SA Nelson & Associates was ranked fourth. The company is filled with innovators who focus on building brands and businesses. The team is proud to work with municipal clients no matter the size. Their goal is setting a new standard for the marketing of municipalities in Florida. Since 2014, the company has provided grant management services to the Gulf Consortium, the organization of the 23 Gulf Coast counties charges with implementing $293 Million Dollars in funding from the Deepwater Horizon Settlement. Based on the proposal submitted, the company proposed fees consisted of an hourly rate per staff member. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

Freeze Frame Marketing & Media, Inc. ***(5th)***

Name	Rating
Sandra Bridgeman	4.00
Lubotes Dauphin	3.00
Adelina Gross	2.65
Kierra Ward	2.75
Christopher Wills	4.10
TOTAL	3.03

Freeze Frame Marketing & Media, Inc. was ranked fifth. The company is committed to provide the most efficient service to its clients. They are known for exploring options for partnership, both in the public and private sectors to create events and the inclusion in major political and charitable events throughout South Florida. Based on the proposal submitted, the company proposed a detailed fee schedule that explains the cost and services for each description task.

Fox Productions, LLC ***(6th)***

Name	Rating
Sandra Bridgeman	1.55
Lubotes Dauphin	1.30
Adelina Gross	2.55
Kierra Ward	1.90
Christopher Wills	2.30
TOTAL	1.92

Fox Productions, LLC was ranked six. The company have assembled a team that includes veterans with both public relations and marketing experience. With a team of over talented marketing, advertising, and creative resources, they are available to meet the City's needs. Based on the proposal submitted, the company did not submit a proposed detailed fee schedule which was requested in the RFP document. It was listed that a monthly retainer will be agreed upon and the hourly services will be billed at a rate of $300 per hour.

ESP Media Production Company ***(7th)***

Name	Rating
Sandra Bridgeman	3.05
Lubotes Dauphin	1.25
Adelina Gross	1.70
Kierra Ward	3.05
Christopher Wills	0.00
TOTAL	1.81

ESP Media Production Company was ranked seven. The company is uniquely positioned to carry out the scope of services requested by the City with the experience and expertise of their staff. The company is one of the fastest growing minority owned marketing firms in the state. Based on the proposal submitted, the company did not submit a proposed detailed fee schedule which was requested in the RFP document. An hourly rate was listed for staffing to include Senior Staff at $125 per hour, Professional Staff at $75 per hour, Clerical Staff at $50 per hour, and All-Inclusive Hourly Fee of $250 per hour.

Recommendation(s):

Staff recommends the City Commission approve the recommendation for The Brand Advocates Incorporated based on the Selection Committee review, scoring and ranking, and authorize the City Manager to enter into an agreement with said company.

Attachments:

Request for Proposals (RFP) #22-0614100
Bid Certification
Committee Evaluation Forms
Bid Proposals

*** END OF MEMORANDUM***

AGREEMENT FOR PUBLIC RELATIONS AND MARKETING FIRM

THIS IS AN AGREEMENT, dated the_____day of_____, 2022, between:

THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY
d/b/a THE BRAND ADVOCATES, INCORPORATED
a Florida Corporation,
hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONTRACTOR to provide the services for a project titled, Public Relations and Marketing Consulting Services.

1.2 CITY finds it necessary to seek a professional, full service Public Relations and Marketing firm to provide a comprehensive and innovative plan to keep the Community informed for CITY residents.

1.3 CITY issued RFP 22-0614100 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.3 At its meeting of July 13, 2022, CITY selected CONTRACTOR to perform services needed that will provide professional full services of a Public Relations and Marketing firm ("Plan").

1.4 Contractor's firm will be responsible for creating a unique, memorable identity for the City of Opa-locka, collecting and analyzing data to develop a clear set of goals, policies and standards for CITY's public image, developing a comprehensive public relations plan, advising on media and public relations strategies in multi-disciplinary efforts to address possible changes to the CITY's physical and social fabric. CONTRACTOR's project team agrees to demonstrate the necessary experience, skills, and understanding to develop a Public Relations and Marketing services for the City.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 22-0614100, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services.

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 22-0614100 and response to applicable RFP.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

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

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 22-0614100. The payment for services pursuant to this Agreement shall not exceed One Hundred Five Thousand Dollars ($105,000.00) per fiscal year.

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

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

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

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed,with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, the City of Opa-Locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

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

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

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

CONTRACTOR's negligent acts, errors, or omissions.

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

ARTICLE 8
INDEPENDENT CONTRACTOR

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

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one (1) fiscal year with a two (1) year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-Locka City Commission, and availability of annual appropriation

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes itto be terminated, he shall indemnify the CITY against any loss pertaining to this terminationup to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 22-0614100, Exhibit "A", and the Scope of Services attached hereto as Exhibit “B”.

ARTICLE 13
MISCELLANEOUS

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

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will

be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

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

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

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

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY:	Darvin Williams, Interim City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, Fourth Floor Opa-Locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311
Contractor:	Courtney Cunningham, President 1951 NW 7th Avenue, Suite 300 Miami, FL 33136

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

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

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

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

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

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

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

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

13.16 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

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

City of Opa-Locka

ATTEST:

_____ BY: _____

Joanna Flores
City Clerk

Darvin Williams
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____
Courtney Cunningham,
President

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2022.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
RFQ 2022-0614100 ("RFP"),

City of Opa-locka

RFP NO: 22-0614100

REQUEST FOR PROPOSAL (RFP)

PUBLIC RELATIONS AND MARKETING CONSULTANT

CITY OF OPA-LOCKA

PUBLIC RELATIONS AND MARKETING CONSULTANT

RFP NO. 22-0614100

TABLE OF CONTENTS

Subject	Page Number
Cover	1
Table of Contents	2
Advertisement	3
Part I - Proposal Guidelines	4
Part II - Nature of Services Required	8
Part III - Proposal Requirements	10
Part IV - Evaluation of Proposals	12
Proposer Qualifications	14
Price Proposal	15
Debarment, Suspension Certification	17
Drug-Free Certification	19
Non-Collusion Affidavit	20
Non-Discrimination Affidavit	21
E-Verify Form	22

CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-0614100
Public Relations and Marketing Consultant

Sealed Proposals for Public Relations and Marketing Consulting Services 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, **Tuesday, June 14, 2022 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 Public Relations and Marketing Consultant.**

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: 22-0614100** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.
A pre-bid meeting will be held on **Tuesday, May 24, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor (Human Resources Conference Room), Opa-locka, FL 33054 and via zoom.

Join Zoom Meeting
https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2dOZnBTenB4Z2lHZz09

Meeting ID: 463 801 3145
Passcode: 780334
One tap mobile
+13126266799,,4638013145#,,,,*780334# US (Chicago)
+16465588656,,4638013145#,,,,*780334# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Find your local number: https://us02web.zoom.us/u/k1HRpbFTd

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA

RFP NO. 22-0614100

PUBLIC RELATIONS AND MARKETING CONSULTANT

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide Public Relations and Marketing consulting services on an as-needed and on-going basis with experience in creating a unique brand/identity, memorable message development and communication through multiple media formats.

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 1:00 pm on Tuesday, June 14, 2022. 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. 22-0614100 – Public Relations and Marketing Consultant**. 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 five (5) copies (a total of 6) plus one copy on USB Flash Drive 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. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may distribute 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 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 Proposer's 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 affected 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 a professional, full-service Public Relations & Marketing firm that will provide a comprehensive and innovative plan that will:

- Increase awareness of the City's mission and goals to all stakeholders within the community,
- Inform the community about the City's plans and ongoing projects,
- Garner public and community support and understanding of the City's initiatives and programs,
- Be proactive in identifying and responding to any potential issue that may affect the City of Opa-locka.

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services, including, but not limited to: crisis management, brand/identity creation, message development and delivery, event planning, execution and communication, design, costing, placement, and prioritizing multi-phased communication campaigns. Qualified firms must also demonstrate competence in graphic and oral communication to large diverse groups and expertise in facilitating consensus from multiple public and private interests. Of particular importance is the ability to develop a branding/PR Campaign to increase positive perceptions of the City of Opa-locka.

Specific tasks may include the following:

- Creating a unique, memorable identity for the City of Opa-locka
- Developing a comprehensive public relations plan
- Reviewing and updating the City's web and social media strategies
- Creating slogan/logo/tag line/etc. as appropriate
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-locka
- Create/Design flyers for City events and functions
- Assist City with planning major events

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 providing public relations and marketing services; established reputation in the public relations and marketing community, 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 public relations and marketing services to governmental agencies as well as private firms (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.)

- Project Manager shall have a minimum of five (5) year experience in public relations and marketing services.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one (1) fiscal year with a two (1) year renewable clause, 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
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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.

3.2.6.3 Provide examples of marketing materials, press releases, etc. as described in the Scope of Services.

3.2.6.4 Identify the specific individual who would serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. The individuals identified shall be available within 24 hours' notice by telephone to accomplish the following:

- Attend meetings
- Respond to telephone calls
- Respond to specific inquiries
- Draft and release press releases

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the Program.

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. Provide a detailed price breakdown including fees itemized for the following staff: a. Senior Staff; b. Professional staff; c. Clerical Staff.

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 marketing and public relations consulting 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 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.

4-2 EVALUATION CRITERIA

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing Public Relations and Marketing services 2. Qualifications and experience of assigned staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar projects for governmental clients including at least three references	10
Resources and approach 1. Adequate resources (financial, equipment, facilities) 2. Capability to undertake the required performance period 3. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services 2. Value of added services	35
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.

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: 22-0614100

PRICE PROPOSAL FORM

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below. Please note payments will be made on a monthly basis based on progress payments.

The City may award multiple firms as available, by description or task, or in its entirety, as deemed in the best interest of the City.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

ITEM	DESCRIPTION OF TASK	HOURLY RATE:	YEAR 1	YEAR 2	YEAR 3
1.	Marketing and Branding Plan	$	$	$	$
2.	Public Relations	$	$	$	$
3.	Press releases generation and distribution	$	$	$	$
4.	Social media account and management	$	$	$	$
5.	Email newsletter	$	$	$	$
6.	Email blasts	$	$	$	$
7.	Blogs	$	$	$	$
8.	Websites	$	$	$	$
9.	Specialized marketing	$	$	$	$
10.	Promotional services	$	$	$	$
11.	Crisis management	$	$	$	$
12.	Consultation services	$	$	$	$
13.	Photography	$	$	$	$
14.	Videography	$	$	$	$
TOTAL PER YEAR:			$	$	$

ADDITIONAL SERVICES:

PLEASE DESCRIBE BELOW IN ROWS 1-4:

ITEM	DESCRIPTION OF TASK	HOURLY RATE:	YEAR 1	YEAR 2	YEAR 3
1.		$	$	$	$
2.		$	$	$	$
3.		$	$	$	$
4.		$	$	$	$

SUBMITTED THIS _____ DAY OF _____ 2022.

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, County, State, Federal, or other 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 _____

CITY OF OPA-LOCKA
RFP NO. 22-0614100

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 PROPOSER 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 PROPOSER 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 PROPOSER, 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 PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, 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 PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____	By: _____
Witness	Signature
_____	_____
Witness	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:_____

State of Florida County of _____
The foregoing instrument was acknowledged before me via ph☐ical presence OR onlin☐
notarizations this _____ day of _____, 2022.
By _____
Personally known _____ OR produced identification _____

_____
Notary Public
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-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/subcompanies/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: _____

EVALUATION MATRIX

RFP No. 22-0614100
Public Relations and Marketing Consultant

Firm Name: Fox Productions, LLC

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	2	0.50	2	0.50	3	0.75	3	0.75	3	0.75
References	10%	1	0.10	2	0.20	2	0.20	2	0.20	3	0.30
Resources and approach	30%	2	0.60	2	0.60	3	0.90	2	0.60	3	0.90
Price Proposal	35%	1	0.35	0	0.00	2	0.70	1	0.35	1	0.35
Total	**100%**		**1.55**		**1.30**		**2.55**		**1.90**		**2.30**

Firm Name: Roar Media

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	5	1.25	5	1.25	3	0.75	3	0.75	5	1.25
Price Proposal	35%	4	1.40	5	1.75	4	1.40	3	1.05	5	1.75
Resources and approach	30%	4	1.20	5	1.50	4	1.20	3	0.90	5	1.50
References	10%	2	0.20	5	0.50	3	0.30	2	0.20	5	0.50
Total	**100%**		**4.05**		**5.00**		**3.65**		**2.90**		**5.00**

Firm Name: Freeze Frame Marketing & Media, Inc.

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	4	1.00	3	0.75	3	0.75	4	1.00	4	1.00
Price Proposal	35%	4	1.40	3	1.05	2	0.70	3	1.05	4	1.40
Resources and approach	30%	4	1.20	3	0.90	3	0.90	2	0.60	4	1.20
References	10%	4	0.40	3	0.30	3	0.30	1	0.10	5	0.50
Total	**100%**		**4.00**		**3.00**		**2.65**		**2.75**		**4.10**

EVALUATION MATRIX

RFP No. 22-0614100
Public Relations and Marketing Consultant

Firm Name: ESP Media Production Company

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	4	1.00	1	0.25	2	0.50	4	1.00	0	0.00
Price Proposal	35%	3	1.05	2	0.70	2	0.70	3	1.05	0	0.00
Resources and approach	30%	2	0.60	1	0.30	1	0.30	3	0.90	0	0.00
References	10%	4	0.40	0	0.00	2	0.20	1	0.10	0	0.00
Total	**100%**		**3.05**		**1.25**		**1.70**		**3.05**		**0.00**

Firm Name: The Brand Advocates Incorporated

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	5	1.25	5	1.25	3	0.75	4	1.00	5	1.25
Price Proposal	35%	5	1.75	5	1.75	3	1.05	3	1.05	5	1.75
Resources and approach	30%	5	1.50	5	1.50	3	0.90	5	1.50	3	0.90
References	10%	4	0.40	5	0.50	3	0.30	4	0.40	5	0.50
Total	**100%**		**4.90**		**5.00**		**3.00**		**3.95**		**4.40**

Firm Name: SA Nelson & Associates

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	5	1.25	4	1.00	3	0.75	4	1.00	5	1.25
Price Proposal	35%	5	1.75	4	1.40	2	0.70	4	1.40	5	1.75
Resources and approach	30%	5	1.50	4	1.20	2	0.60	3	0.90	3	0.90
References	10%	4	0.40	5	0.50	3	0.30	3	0.30	4	0.40
Total	**100%**		**4.90**		**4.10**		**2.35**		**3.60**		**4.30**

EVALUATION MATRIX

RFP No. 22-0614100
Public Relations and Marketing Consultant

Firm Name: My PR Guru LLC / My Gov Guru

Evaluation

Reviewer Name:		Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	5	1.25	5	1.25	5	1.25	4	1.00	1	0.25
Price Proposal	35%	5	1.75	5	1.75	5	1.75	3	1.05	2	0.70
Resources and approach	30%	5	1.50	5	1.50	5	1.50	4	1.20	2	0.60
References	10%	5	0.50	5	0.50	5	0.50	4	0.40	3	0.30
Total	**100%**		**5.00**		**5.00**		**5.00**		**3.65**		**1.85**

FIRM SELECTED

Reviewer:

	Fox Productions, LLC	Roar Media	Freeze Frame Marketing & Media, Inc.	ESP Media Production Company
Sandra Bridgeman	1.55	4.05	2.65	3.05
Lubotes Dauphin	1.30	5.00	3.00	1.25
Adelina Gross	2.55	3.65	2.65	1.70
Kierra Ward	1.90	2.90	2.75	3.05
Christopher Wills	2.30	5.00	4.10	0.00
AVERAGE RATING	**1.92**	**4.12**	**3.03**	**1.81**

Reviewer:

	The Brand Advocates Incorporated	SA Nelson & Associates	My PR Guru LLC / My Gov Guru
Sandra Bridgeman	4.90	4.90	5.00
Lubotes Dauphin	5.00	4.10	5.00
Adelina Gross	3.00	2.35	5.00
Kierra Ward	3.95	3.60	3.65
Christopher Wills	4.40	4.30	1.85
AVERAGE RATING	**4.25**	**3.85**	**4.10**

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 22-0614100
PUBLIC RELATIONS AND MARKETING CONSULTANT

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 2:30 p.m. this 14th day of June, 2022.

PROPOSAL(S) RECEIVED

NAME/ADDRESS

1. **Fox Productions, LLC**
   2100 West Sunrise Blvd, Suite 106
   Fort Lauderdale, FL 33311
   Contact: Mobile Mike, CEO
   Tele: 305.401.9696
   Email: pr@mobilemikepr.com

2. **Roar Media**
   55 Miracle Mile, Suite 330
   Coral Gables, FL 33134
   Contact: Jacques Hart, CEO
   Tele: 305.606.6839

3. **Freeze Frame Marketing & Media, Inc.**
   12555 Biscayne Boulevard, Ste. 743
   North Miami, FL 33181
   Contact: Cedric Dawkins, President
   Tele: 305.804.4287
   Email: freezframenyc@yahoo.com

4. **ESP Media Production Company**
   1028 E. Park Ave
   Tallahassee, FL 32301
   Contact: Jamie Van Pelt, President
   Tele: 850.222.0361
   Email: jamie@espmedia.net

5. **The Brand Advocates, Inc.**
   1951 NW 7th Avenue, Suite 400
   Miami, FL 33136
   Contact: Tasha Cunningham, Managing Partner
   Tele; 305.335.8466
   Email: tasha@thebrandadvocates.com

6. **SA Nelson & Associates**
   5883 Caribbean Boulevard
   West Palm Beach, FL 33407
   Contact: Sophia Nelson, President / CEO
   Tele: 561.531.1876
   Email: sophia@sanelson.co

7. **My PR Guru LLC / My Gov Guru**
   11419 W. Palmetto Park Road #971402
   Boca Raton, FL 33497
   Contact: Elliot Cohen, Principal / Owner
   Tele: 561.676.4949
   Email: elliot@myprguru.com

Please note that the proposals from ESP Media Production Co., The Brand Advocates, SA Nelson and Associates and My PR Guru were submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on June 14, 2022.

I further certify that sealed proposal(s) were submitted and properly opened in the presence of the following:

Sha'mecca Lawson
Assistant City Manager
City of Opa-locka

Joanna Flores, CMC
City Clerk

EVALUATION MATRIX

RFP No. 22-0614100
Public Relations and Marketing Consultant

Firm Name: Fox Productions, LLC

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	2	0.50	2	0.50	3	0.75	3	0.75	3	0.75
References	10%	1	0.10	2	0.20	2	0.20	2	0.20	3	0.30
Resources and approach	30%	2	0.60	2	0.60	3	0.90	2	0.60	3	0.90
Price Proposal	35%	1	0.35	0	0.00	2	0.70	1	0.35	1	0.35
Total	**100%**		**1.55**		**1.30**		**2.55**		**1.90**		**2.30**

Firm Name: Roar Media

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	5	1.25	5	1.25	3	0.75	3	0.75	5	1.25
Price Proposal	35%	4	1.40	5	1.75	4	1.40	3	1.05	5	1.75
Resources and approach	30%	4	1.20	5	1.50	4	1.20	3	0.90	5	1.50
References	10%	2	0.20	5	0.50	3	0.30	2	0.20	5	0.50
Total	**100%**		**4.05**		**5.00**		**3.65**		**2.90**		**5.00**

Firm Name: Freeze Frame Marketing & Media, Inc.

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	4	1.00	3	0.75	3	0.75	4	1.00	4	1.00
Price Proposal	35%	4	1.40	3	1.05	2	0.70	3	1.05	4	1.40
Resources and approach	30%	4	1.20	3	0.90	3	0.90	2	0.60	4	1.20
References	10%	4	0.40	3	0.30	3	0.30	1	0.10	5	0.50
Total	**100%**		**4.00**		**3.00**		**2.65**		**2.75**		**4.10**

EVALUATION MATRIX

RFP No. 22-0614100
Public Relations and Marketing Consultant

Firm Name: ESP Media Production Company

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	4	1.00	1	0.25	2	0.50	4	1.00	0	0.00
Price Proposal	35%	3	1.05	2	0.70	2	0.70	3	1.05	0	0.00
Resources and approach	30%	2	0.60	1	0.30	1	0.30	3	0.90	0	0.00
References	10%	4	0.40	0	0.00	2	0.20	1	0.10	0	0.00
Total	**100%**		**3.05**		**1.25**		**1.70**		**3.05**		**0.00**

Firm Name: The Brand Advocates, Inc.

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	5	1.25	5	1.25	3	0.75	4	1.00	5	1.25
Price Proposal	35%	5	1.75	5	1.75	3	1.05	3	1.05	5	1.75
Resources and approach	30%	5	1.50	5	1.50	3	0.90	5	1.50	3	0.90
References	10%	4	0.40	5	0.50	3	0.30	4	0.40	5	0.50
Total	**100%**		**4.90**		**5.00**		**3.00**		**3.95**		**4.40**

Firm Name: SA Nelson & Associates

Evaluation

	Reviewer Name:	Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	5	1.25	4	1.00	3	0.75	4	1.00	5	1.25
Price Proposal	35%	5	1.75	4	1.40	2	0.70	4	1.40	5	1.75
Resources and approach	30%	5	1.50	4	1.20	2	0.60	3	0.90	3	0.90
References	10%	4	0.40	5	0.50	3	0.30	3	0.30	4	0.40
Total	**100%**		**4.90**		**4.10**		**2.35**		**3.60**		**4.30**

EVALUATION MATRIX

RFP No. 22-0614100
Public Relations and Marketing Consultant

Firm Name: My PR Guru LLC / My Gov Guru

Evaluation

Reviewer Name:		Sandra Bridgeman		Lubotes Dauphin		Adelina Gross		Kierra Ward		Christopher Wills	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	25%	5	1.25	5	1.25	5	1.25	4	1.00	1	0.25
Price Proposal	35%	5	1.75	5	1.75	5	1.75	3	1.05	2	0.70
Resources and approach	30%	5	1.50	5	1.50	5	1.50	4	1.20	2	0.60
References	10%	5	0.50	5	0.50	5	0.50	4	0.40	3	0.30
Total	**100%**		**5.00**		**5.00**		**5.00**		**3.65**		**1.85**

FIRM SELECTED

Reviewer:

	Fox Productions, LLC	Roar Media	Freeze Frame Marketing & Media, Inc.	ESP Media Production Company
Sandra Bridgeman	1.55	4.05	2.65	3.05
Lubotes Dauphin	1.30	5.00	3.00	1.25
Adelina Gross	2.55	3.65	2.65	1.70
Kierra Ward	1.90	2.90	2.75	3.05
Christopher Wills	2.30	5.00	4.10	0.00
AVERAGE RATING	**1.92**	**4.12**	**3.03**	**1.81**

Reviewer:

	The Brand Advocates, Inc.	SA Nelson & Associates	My PR Guru LLC / My Gov Guru
Sandra Bridgeman	4.90	4.90	5.00
Lubotes Dauphin	5.00	4.10	5.00
Adelina Gross	3.00	2.35	5.00
Kierra Ward	3.95	3.60	3.65
Christopher Wills	4.40	4.30	1.85
AVERAGE RATING	**4.25**	**3.85**	**4.10**

City of Opa-locka

RFP NO: 22-0614100

REQUEST FOR PROPOSALS (RFP)

PUBLIC RELATIONS AND MARKETING CONSULTANT

CITY OF OPA-LOCKA

PUBLIC RELATIONS AND MARKETING CONSULTANT

RFP NO. 22-0614100

TABLE OF CONTENTS

Subject	Page Number
Cover	1
Table of Contents	2
Advertisement	3
Part I - Proposal Guidelines	4
Part II - Nature of Services Required	8
Part III - Proposal Requirements	10
Part IV - Evaluation of Proposals	12
Proposer Qualifications	14
Price Proposal	15
Debarment, Suspension Certification	17
Drug-Free Certification	19
Non-Collusion Affidavit	20
Non-Discrimination Affidavit	21
E-Verify Form	22

CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-0614100
Public Relations and Marketing Consultant

Sealed Proposals for Public Relations and Marketing Consulting Services 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, **Tuesday, June 14, 2022 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 Public Relations and Marketing Consultant.**

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: 22-0614100** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, May 24, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor (Human Resources Conference Room), Opa-locka, FL 33054 and via zoom.

Join Zoom Meeting
https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2dOZnBTenB4Z2lHZz09

Meeting ID: 463 801 3145
Passcode: 780334
One tap mobile
+13126266799,,4638013145#,,,,*780334# US (Chicago)
+16465588656,,4638013145#,,,,*780334# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Find your local number: https://us02web.zoom.us/u/k1HRpbFTd

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA

RFP NO. 22-0614100

PUBLIC RELATIONS AND MARKETING CONSULTANT

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide Public Relations and Marketing consulting services on an as-needed and on-going basis with experience in creating a unique brand/identity, memorable message development and communication through multiple media formats.

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 1:00 pm on Tuesday, June 14, 2022. 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. 22-0614100 – Public Relations and Marketing Consultant**. 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 five (5) copies (a total of 6) plus one copy on USB Flash Drive 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. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may distribute 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 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 Proposer's 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 affected 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 a professional, full-service Public Relations & Marketing firm that will provide a comprehensive and innovative plan that will:

- Increase awareness of the City's mission and goals to all stakeholders within the community,
- Inform the community about the City's plans and ongoing projects,
- Garner public and community support and understanding of the City's initiatives and programs,
- Be proactive in identifying and responding to any potential issue that may affect the City of Opa-locka.

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services, including, but not limited to: crisis management, brand/identity creation, message development and delivery, event planning, execution and communication, design, costing, placement, and prioritizing multi-phased communication campaigns. Qualified firms must also demonstrate competence in graphic and oral communication to large diverse groups and expertise in facilitating consensus from multiple public and private interests. Of particular importance is the ability to develop a branding/PR Campaign to increase positive perceptions of the City of Opa-locka.

Specific tasks may include the following:

- Creating a unique, memorable identity for the City of Opa-locka
- Developing a comprehensive public relations plan
- Reviewing and updating the City's web and social media strategies
- Creating slogan/logo/tag line/etc. as appropriate
- Directing City communications when the City faces a crisis situation
- Improve the public and private sector's perception of the City
- Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric
- Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-locka
- Create/Design flyers for City events and functions
- Assist City with planning major events

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 providing public relations and marketing services; established reputation in the public relations and marketing community, 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 public relations and marketing services to governmental agencies as well as private firms (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.)
- Project Manager shall have a minimum of five (5) year experience in public relations and marketing services.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one (1) fiscal year with a two (1) year renewable clause, 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.

3.2.6.3 Provide examples of marketing materials, press releases, etc. as described in the Scope of Services.

3.2.6.4 Identify the specific individual who would serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. The individuals identified shall be available within 24 hours' notice by telephone to accomplish the following:

- Attend meetings
- Respond to telephone calls
- Respond to specific inquiries
- Draft and release press releases

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the Program.

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. Provide a detailed price breakdown including fees itemized for the following staff: a. Senior Staff; b. Professional staff; c. Clerical Staff.

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 marketing and public relations consulting 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 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.

4-2 EVALUATION CRITERIA

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing Public Relations and Marketing services 2. Qualifications and experience of assigned staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar projects for governmental clients including at least three references	10
Resources and approach 1. Adequate resources (financial, equipment, facilities) 2. Capability to undertake the required performance period 3. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services 2. Value of added services	35
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.

RFP NO. 22-0614100

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

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: 22-0614100

PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below. Please note payments will be made on a monthly basis based on progress payments.

The City may award multiple firms as available, by description or task, or in its entirety, as deemed in the best interest of the City.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

ITEM	DESCRIPTION OF TASK	HOURLY RATE:	YEAR 1	YEAR 2	YEAR 3
1.	Marketing and Branding Plan	$	$	$	$
2.	Public Relations	$	$	$	$
3.	Press releases generation and distribution	$	$	$	$
4.	Social media account and management	$	$	$	$
5.	Email newsletter	$	$	$	$
6.	Email blasts	$	$	$	$
7.	Blogs	$	$	$	$
8.	Websites	$	$	$	$
9.	Specialized marketing	$	$	$	$
10.	Promotional services	$	$	$	$
11.	Crisis management	$	$	$	$
12.	Consultation services	$	$	$	$
13.	Photography	$	$	$	$
14.	Videography	$	$	$	$
TOTAL PER YEAR:			$	$	$

ADDITIONAL SERVICES:

PLEASE DESCRIBE BELOW IN ROWS 1-4:

ITEM	DESCRIPTION OF TASK	HOURLY RATE:	YEAR 1	YEAR 2	YEAR 3
1.		$	$	$	$
2.		$	$	$	$
3.		$	$	$	$
4.		$	$	$	$

SUBMITTED
THIS _____ DAY OF _____ 2022.

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, County, State, Federal, or other 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 _____

CITY OF OPA-LOCKA
RFP NO. 22-0614100

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 PROPOSER 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 PROPOSER 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 PROPOSER, 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 PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, 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 PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____	By: _____
Witness	Signature
_____	_____
Witness	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:_____

State of Florida County of _____
The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this _____ day of _____, 2022.
By _____
Personally known _____ OR produced identification _____

_____
Notary Public
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-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/subcompanies/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: _____

Public Relations and Marketing Consultant

RFP#22-0614100

ADDENDUM-01

Please see responses to all questions asked to date:

1. Is there a preference for Florida based firms or can a company from outside Florida bid on the project and be evaluated the same as one from Florida?
   The RFP document request for the proposer to state if the business is local, national, or international. The RFP does not specify a location of preference.

2. Does the city have a monthly budget or range of fees in place for the scope of services detailed in the RFP? And if so, what is it?
   The current annual budget for Public Relations is approximately $105,000.

3. Does the city expect this budget and consultant to produce events and provide event logistics? Yes, however there is a separate budget for Special events which varies.

4. Does the scope of services include revamping existing social media channels, managing social media channels, and producing ongoing content to support them? Yes
   a. If so, what is the desired number of monthly social media posts? As needed

5. Does the city have existing contractors for graphic design and videography (still and video) work, or is this expected as part of this RFP? The services are expected to be part of the RFP.

6. Is the city looking to rebrand, including developing a new brand identity (logo, style guide, and messaging? Please refer to page 15 of the RFP document, as the city would like to receive a cost for the services mentioned.

7. Does this scope include the redesign and development of a new website? Please refer to page 8 of the RFP document which includes review and update of the City's web.

8. Is there any specific marketing material not listed that the city wants to include in the scope of this program? I. E. Presentations, flyers, booth materials, etc. Please refer to page 16 of the RFP document which list additional services. The scope of services may

not detail all of the services; however page 15 includes a list of services for which the city would like to receive a cost.

9. Does the city expect to have scheduled media training for spokespersons other than the city manager?
   No

10. Does the city have a crisis communications plan in place?
    No

11. Does the city expect to receive a communications audit in advance of initiating the marketing communications program?
    It's not required, however preferred.

12. Who will the point of contact be for the PR/marketing consultant?
    City Manager's Office will be the point of contact.

13. For any services not clearly defined or part of the consultant's scope, is there a budget to support the need to hire additional contractors for the work related to the consultant's plans, such as videographers for media events, event planners for a State of the City?
    The city has a Public Relations budget and Special Events budget.

14. Will the city point of contact expect to have weekly or bi-weekly (twice a month) touch base and brainstorm meetings?
    Bi-weekly meetings are preferred.

CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-0614100
Public Relations and Marketing Consultant

Sealed Proposals for Public Relations and Marketing Consulting Services 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, **Tuesday, June 14, 2022 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 Public Relations and Marketing Consultant.**

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: 22-0614100** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, May 24, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor (Human Resources Conference Room), Opa-locka, FL 33054 and via zoom.

Join Zoom Meeting
https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2dOZnBTenB4Z2lHZz09

Meeting ID: 463 801 3145
Passcode: 780334
One tap mobile
+13126266799,,4638013145#,,,,*780334# US (Chicago)
+16465588656,,4638013145#,,,,*780334# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Find your local number: https://us02web.zoom.us/u/k1HRpbFTd

Joanna Flores, CMC
City Clerk

CITY OF MIAMI BEACH

NOTICE OF HEARING TO CONSIDER AN APPEAL OF DESIGN REVIEW BOARD ORDER

JUNE 22, 2022

The Miami Beach City Commission, pursuant to Section 118-9 of the Miami Beach City Code, will hear oral argument on **June 22, 2022**, at **3:00 p.m.**, or as soon thereafter as the matter can be heard, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, to consider an appeal filed by Carriage House Condominium Association, Inc., The Amethyst Condominium Association, Inc., Thomas Hahn, Jacqueline Rebhuhn, and David Sebbag (the "Appellants"), of a City of Miami Beach Design Review Board Order (DRB), issued under DRB 21-0694, granting design review approval to allow 5333 Collins Acquisitions, LP, to build a 17-story, 200-foot-tall multifamily condominium at **5333 Collins Avenue**, Miami Beach, Florida, 33140 (City Commission Appeal File No. SM2022-001) (altogether, the "Appeal").

During the **June 22, 2022** Commission Meeting, the City Commission will be physically present in the Commission Chamber. The public is encouraged to attend this hearing virtually (as provided below). However, members of the public who wish to attend the hearing in person may appear at the Commission Chamber.

The hearing will be broadcast live on Miami Beach TV (MBTV), viewable on the City's website at https://www.miamibeachfl.gov/government/mbtv/, as well as on Breezeline Cable channel 660, AT&T U-verse channel 99, Hotwire Communications channel 395, and ROKU device on PEG.TV channel. The hearing will also be broadcast on social media at https://www.facebook.com/cityofmiamibeach and on the Zoom App at https://miamibeachfl-gov.zoom.us/j/81392857671. The public may listen to the hearing by dialing: 1.301.715.8592 or 888.475.4499 (Toll-Free) Webinar ID: 81392857671#.

The City Commission's review of the appeal shall be based on the record of the hearing before the DRB, shall not be a public hearing, and no new or additional testimony shall be taken. A verbatim transcript of the DRB hearing shall be made a part of the record and filed by the Petitioner. The standard of review is (i) whether the DRB provided procedural due process, (ii) whether the correct law was observed, and (iii) whether competent substantial evidence supported the DRB's decision. To reverse or remand a decision of the DRB, a five-sevenths (5/7) vote of the City Commission is required.

All documents pertaining to DRB File No.: 21-0694 are available for public inspection by making an appointment with the Planning Department by calling 305.673.7000 Extension 27550 or Extension 26144. The pleadings relating to City Commission Appeal File No.: SM2022-001 are available for public inspection by making an appointment with the Office of the City Clerk by calling 305.673.7000 Extension 26228.

To request this material in an alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

The City Commission's review of the Appeal may be opened and continued, and under such circumstances, additional legal notice need not be provided.

Inquiries may be directed to the Planning Department at 305.673.7550 or the Office of the City Attorney at 305.673.7470.

MIAMIBEACH

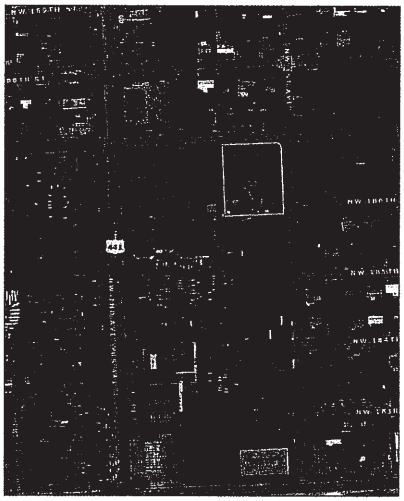
Rafael E. Granado, City Clerk
City of Miami Beach

Ad 06222022-02 DRB

PUBLIC HEARING ADVERTISEMENT
City of Miami Gardens
Wednesday, May 25, 2022, at 5:30 PM
City Hall, City Council Chambers
18605 NW 27th Avenue
Miami Gardens, FL 33056

APPLICANT: THE SALVATION ARMY
PROJECT NAME: SALVATION ARMY VARIANCE
PROJECT LOCATION: 194 NW 187TH ST (See Map Below)
FOLIO #: 34-2101-000-0112

SUBJECT PROPERTY



PURPOSE: VARIANCE TO REDUCE THE MINIMUM REQUIRED LOT AREA FOR A PLACE OF ASSEMBLY

REQUESTED ACTION: TO ADOPT THE FOLLOWING RESOLUTION:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE VARIANCE APPLICATION SUBMITTED BY THE SALVATION ARMY ON BEHALF OF 194 NW 187 LLC LOCATED AT 194 NW 187TH STREET, MIAMI GARDENS, FL 33169, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, REDUCING THE MINIMUM LOT SIZE SET FORTH IN THE CODE FOR PLACES OF ASSEMBLY FROM 2 ACRES TO 1.3 ACRES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

All persons are entitled to attend and to speak at public hearings. The courts have ruled that it is improper to contact a Council member individually, either orally or in writing, about zoning applications.

Said ordinances can be inspected in the City Clerk's Office, Monday – Thursday, during regular office hours. Inquiries concerning these items should be directed to the City Manager's Office at 305-914-9010.

Article VII of the City of Miami Gardens Code entitled "Lobbyist", requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of $250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence "City" action. "City" action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

In accordance with the Americans With Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the City Clerk at (305) 914-9129, not later than 48 hours prior to such proceeding. TDD No. 1-800-955-8771

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at this meeting or hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-0614100
Public Relations and Marketing Consultant

Sealed Proposals for Public Relations and Marketing Consulting Services 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, **Tuesday, June 14, 2022 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:

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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: 22-0614100** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, May 24, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor (Human Resources Conference Room), Opa-locka, FL 33054 and via zoom.

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Joanna Flores, CMC
City Clerk

CONSUMER SAFETY

Found a deal on baby formula? It could be a scam, watchdog warns

BY TANA SIA KENNEY
McClatchy News

Baby formula is scarce, and an online search for the essential item could put some parents at risk of getting scammed, according to the Better Business Bureau. The watchdog group warns consumers to be aware as scammers look to take advantage of the nationwide shortage of baby formula.

The ruse may begin with an ad or social media post claiming to have formula available, according to the BBB's website. The scammer may contact you via direct message with photos showing they have the much-needed item in stock. But don't fall for it, the watchdog group warns.

You may be asked to pay using a digital wallet app like Venmo, but the formula never arrives.

President Joe Biden met with manufacturers and retailers on Thursday for "an update on efforts to make infant formula supply more available" to families, NBC News reported. The U.S. Food and Drug Administration also said it is "doing everything in our power" to ensure there is enough product for parents who need it.

So how can you avoid falling victim to an online scam? Experts said to watch for grammatical errors and misspellings, evidence of a brick and mortar address (or lack thereof) and "positive" reviews that appear to be copied and pasted from somewhere else. Getting ghosted by the purported seller after your payment has been processed is also a tell-tale sign that you may be dealing with a scammer, the BBB said.

"The seller advertises on a social media site and is communicative until the payment is made," according to the watchdog group. "Once the payment clears, they are unreachable."

Experts also suggest checking out a business's website before you buy anything, and make sure to pay with a credit card.

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Joanna Flores, CMC
City Clerk

Response to Proposal

MARKETING & COMMUNICATIONS SERVICES

RFP NO: 22-0614100

THE BRAND ADVOCATES

ON BRAND. ON MESSAGE. ON TARGET.

THE BRAND ADVOCATES

ON BRAND. ON MESSAGE. ON TARGET.

SUBMITTED BY:

Tasha Cunningham
Managing Partner
The Brand Advocates, Inc.
1951 NW 7th Avenue, Suite 400
Miami, FL 33136
(305) 335-8466
tasha@thebrandadvocates.com

TAB 01:

TABLE OF CONTENTS

Table of Contents

Letter of Transmittal

p. 1

Qualifications and Experience of the Proposer/Team

p. 3

Qualifications and Experience of Key Personnel

p. 4

Past Performance: Website Redesign

p. 11

Past Performance: Electronic Newsletters

p. 22

Past Performance: Printed Materials

p. 23

Past Performance: Campaign

p. 24

Past Performance: Writing

p. 24

Past Performance: Special Events

p. 24

SBE Utilization

p. 25

Appendix

p. 25

TAB 02:

LETTER OF TRANSMITTAL

LETTER OF TRANSMITTAL

The Brand Advocates (TBA) is an independent public communications firm and full-service creative agency. TBA is a Disadvantaged Business Enterprise (DBE) and a Small Business Enterprise (SBE), certified by Miami-Dade County. We are a Small Disadvantaged Business (SBD), certified by the U.S. Small Business Administration and a Minority Business Enterprise (MBE), certified by the State of Florida Department of Management Services, Office of Supplier Diversity. Our firm specializes in public information, advertising, public involvement, media relations, website development, community outreach and government relations for both public and private sector clients. Since 1998, we have offered our award-winning communication services to a number of government entities such as the Broward Metropolitan Planning Organization (BMPO), Florida Department of Transportation (FDOT), the Miami-Dade Expressway Authority (MDX), the City of Miami Gardens, Miami-Dade County and a variety of other clients. Our team is entirely local, with an office in the City of Miami located at 1951 NW 7th Avenue, Suite 300, Miami, FL 33136 and we are proficient in English, Spanish and Creole. We are thinkers, doers, communicators, connectors and problem solvers who possess direct knowledge managing communications and outreach programs for public sector clients. We have successfully executed outreach for more than 350 public sector projects in South Florida and through our recent experiences, are versed in the requirements for managing public contracts.

A TEAM WITH A PROVEN TRACK RECORD OF SUCCESS. TBA has created a dynamic team designed to deliver targeted communication solutions and measurable results that exceed expectations. TBA has served our public sector clients with distinction on numerous projects. Our team also includes a talented collective of community outreach specialists, graphic designers and innovative web designers and programmers. We know that our team will serve as an extension of the City of Opa-Locka staff and we have strategically selected team members with different facets of public relations and community outreach backgrounds to ensure that all aspects of the Scope of Services for this contract are strategically planned and effectively delivered.

AN EXPERIENCED TEAM WITH FRESH PERSPECTIVES. Our team brings fresh perspectives and innovative techniques to our work and we are always looking for ways to save our clients time, money and resources. We are well-versed in public sector protocols and procedures and maintain excellent relationships with diverse community partners throughout South Florida. We interact with elected and appointed officials, the media, and community stakeholders.We are ready to hit the ground running and flawlessly perform all tasks outlined in the Scope of Services for this contract including communications and coordination; public relations and customer service; translation and interpreting services; website development and maintenance and preparation of collateral materials. We have worked extensively throughout South Florida, including Broward, Miami-Dade and Monroe counties. We develop and implement strategic marketing plans, coordinate groundbreakings, ribbon cuttings, public meetings, and special events. We excel at creating innovative campaigns, conveying complex concepts to the public - on the web, in writing and visually. We develop marketing and public relations plans, conduct customer surveys, brief the media and elected officials and stay on top of trends in transportation and public communications to forecast upcoming tasks and activities. We maintain excellent relationships with local, state and regional elected officials and the media. We can handle coordination with reporters, editors, mayors, senators, council members, commissioners and their respective staff in both Florida and Washington.

FISCALLY RESPONSIBLE PROJECT MANAGEMENT. Upon contract award, our team will manage all operations necessary for contract mobilization, including the movement of personnel, equipment and supplies. Our team members are equipped with laptops, smart phones, cameras, Internet access and the most current software, assuring the City maximum efficiency on this contract. We are available 24/7 and respond to inquiries within one hour. We can also be on-site, in-person, in less than 30 minutes, if needed. Our team understands the BID's organizational structure, procedures and reporting protocols. We follow established protocols when communicating with elected officials, the media and other stakeholders, while operating within Florida's Sunshine Law.

We develop and implement tools, strategies, sponsorships and partnerships necessary to maximize outreach while addressing questions and concerns quickly and effectively. All materials our team develops will be created in accordance with Associated Press (AP) Style. We translate information into both Spanish and Haitian Creole while adhering to rigorous quality control practices; working within established budgets, schedules, and project timelines and following all established processes to obtain approvals. Our internal and external communications processes ensure that schedules are met, deliverables are produced correctly, and milestones are hit.

Our team will manage and monitor budgets and process invoices in a timely manner without errors or issues, ensuring the City has a seamless invoice processing experience with our team, which includes the development of Letters of Authorization (LOA) and Task Work Orders (TWO). We have learned from our extensive experience and possess exceptional contract management skills that will ensure the City gets high quality, accurate and thoroughly checked work product, the first time around. We are reliable, respected, trustworthy and committed both as experienced professionals, and as a team.

There is no learning curve with the TBA team. Our reputation for responsiveness and reliability speaks to our team's values, which are closely aligned with those of the City of Opa-Locka – integrity, respect, commitment, trust, customer-focused and service driven. Our extensive staff resources and financial stability assure that we can undertake all contract obligations and meet expectations to achieve a high return on the City's investment.

TBA has met the rigorous financial requirements for participation in programs administered by the State of Florida and the U.S. Small Business Administration and we understand the importance of maximizing every dollar spent on this contract.

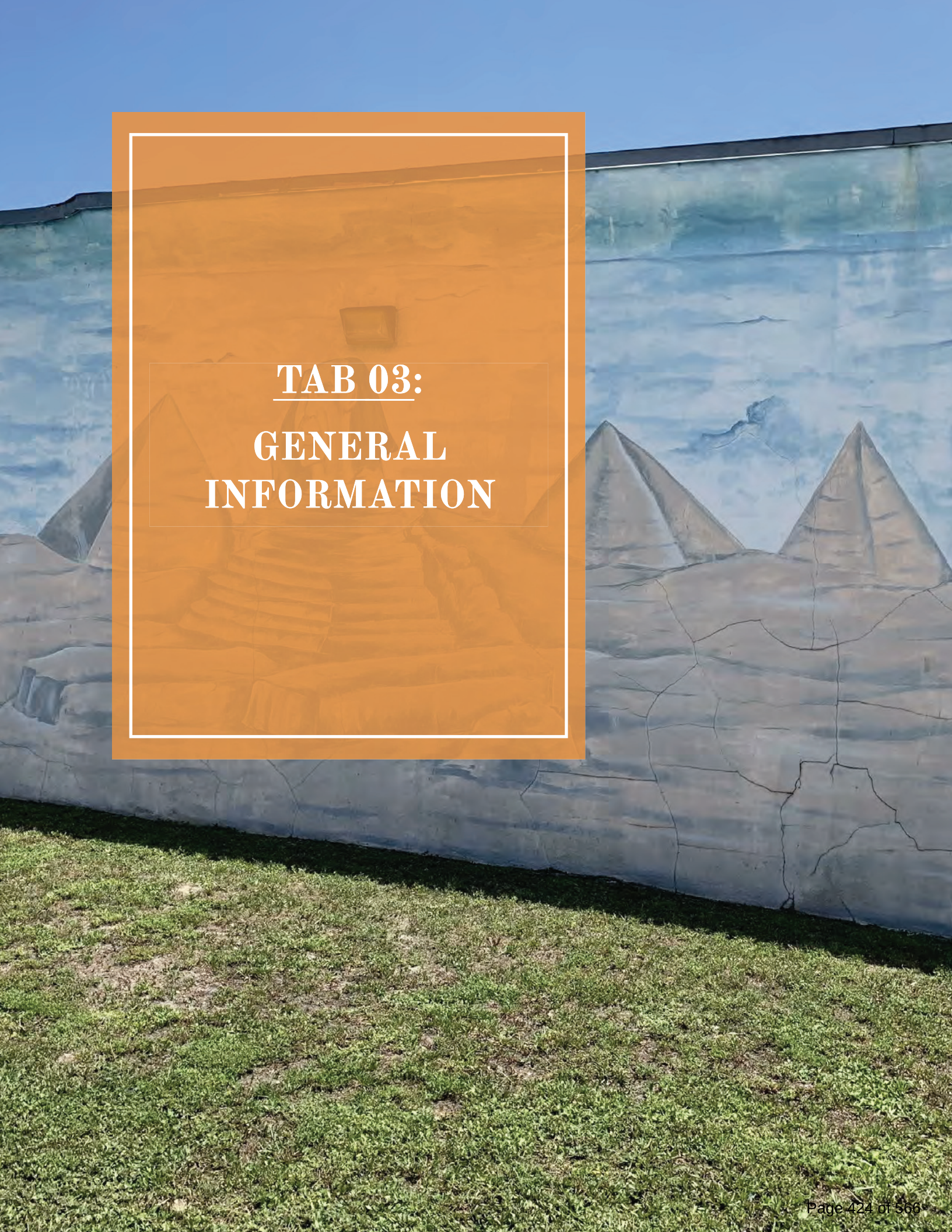
Our team offers the City innovative ideas for maximizing branding and community outreach efforts, sound strategies for educating the public about the City and proven techniques for delivering successful results on this contract. We meet all prerequisites set forth in the Scope of Services. We have assembled a stellar team, experienced in all facets of municipal operations that possesses the capabilities, resources and experience required to successfully execute all tasks in the Scope of Services for this contract.

In the following proposal, we address each task item in the Scope of Services and our creative approach to ensuring success. We will clearly demonstrate that we have the resources, depth of experience, creative ideas, qualified staff and availability to successfully execute this contract.

Sincerely,

Tasha Cunningham

Tasha Cunningham, Managing Partner



TAB 03:

GENERAL INFORMATION

GENERAL INFORMATION

Name of Business.

The name of the firm is Cunningham Communications Consulting Company, d.b.a. The Brand Advocates, Inc.

Mailing Address and Phone Number.

Our mailing address is 1951 NW 7th Avenue, Suite 300, Miami, FL 33136. Our phone number is (305) 671-3177.

Names and contact information of persons to be contacted for information or services if different from name of person in charge.

The project manager for this contract is Tasha Cunningham. Her e-mail address is tasha@thebrandadvocates.com. Her direct office phone number is (305) 671-3177 x 700 and her mobile phone number is (305) 335-8466.

Normal business hours.

Our office is open Monday through Friday from 8:30 a.m. to 6:00 p.m.

State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

The Brand Advocates, Inc. is a S-Corporation.

Give the date business was organized and/or incorporated, and where.

The Brand Advocates, Inc. was formed in 1998 and incorporated in the State of Florida.

Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

Work on this contract will be performed from our Miami office, located at 1951 NW 7th Avenue, Suite 300, Miami, FL 33136. There are six professional staff employees that work from this location.

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.

The Brand Advocates, Inc. is an independently owned and operated firm. It is not a parent or subsidiary of a group of firms and does not have a parent company.

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.

The firm holds a Certificate of Status from the State of Florida. A copy of the certificate is included in Tab 09: Additional Forms.

TAB 04:

PROJECT APPROACH

PROJECT APPROACH

Describe in detail your proposal to fulfill the requirements of the Scope of Services listed in Section 2.2 of this RFP.

Understanding of the City's Needs, Goals and Objectives

The Brand Advocates team understands that the City of Opa-Locka is looking for a qualified firm to develop a branding and public relations campaign to increase positive perceptions of the City. Because we have over 20 years of experience working with municipalities on branding and public relations campaigns, we believe we are uniquely qualified to work with the City and provide outstanding service on this contract.

We know that the City has four specific goals that must be fulfilled as part of this contract, including increasing awareness of the City's mission and goals, informing communities about the City's plans and ongoing projects, garnering public and community support and understanding of the City's initiatives and programs, and being at the forefront of any potential issue that may affect the City.

This is an area where our firm excels. We have developed and executed successful award-winning branding and public relations campaigns for municipalities like the City of Miami Gardens, the City of Kissimmee, the City of Altamonte Springs; major brands like Hyundai, Johnson & Johnson, Brightline and many others. With each campaign, we bring maximum value to our clients and negotiate sponsorships and media buys that achieve a high Return on Investment (ROI).

Approach to Managing the Contract

We understand that successfully managing this contract requires knowledge, responsiveness, flexibility, and availability. Our approach to project management is built on five essential tenets that serve as the foundation of our plan – reliability, flexibility, fiscal responsibility, creativity, and quality. The City of Opa-Locka can count on our team because we understand how to successfully manage and implement contracts for multi-county transportation systems. We are proactive and anticipate the needs of our clients, assess their risk, and recommend cost-effective solutions to solve problems and resolve issues.

Whether it is with other consultants or staff, TBA works collaboratively to achieve the best results for our clients. We offer creative, results-oriented, responsive service. We implement techniques that achieve outstanding results, all while carefully monitoring the budget and watching our clients' bottom line. We coordinate closely with our transportation partners, throughout Florida and nationally, to foster productive relationships and leverage strategic partnerships with stakeholders, the media, community leaders, elected officials, and governmental staff.

Successfully coordinating tasks on this contract requires clear communication, effective policies and procedures and a thorough understanding of roles and responsibilities. Our team's internal communication system is thorough and well-documented. We develop written responsibilities, policies, procedures, and communications protocols for our entire team to follow because want to ensure that all staff follows the plan, so every task is completed, on time, on budget and on deadline. We function as a seamless unit with a clear understanding of who does what; why they do it and how it fits into the project. Our team has proven we can control costs, while delivering exceptional service.

Our proposed Project Manager, Tasha Cunningham, will lead efforts to coordinate and track day-to-day activities, ensuring client satisfaction, and monitoring deliverables and schedules on this contract. Ms. Cunningham is an award-winning Project Manager with over 20 years of public sector contract management experience. She holds a national Certified Associate in Project Management (CAPM) credential from the Project Management Institute (PMI) and a certificate in Project Management Principles and Practices from the University of California, Irvine.

Ms. Cunningham will ensure contract tasks are delivered on time and to the highest standard of quality for the City of Opa-Locka. She has served as a Project Manager on public sector contracts for the Florida Department of Transportation (FDOT), the City of Miami Gardens, the City of Kissimmee, the City of Altamonte Springs, the Broward Metropolitan Planning Organization, and the City of Vero Beach, to name a few.

Ms. Cunningham meets with the entire team at the start of a contract to review all primary elements of each assignment we receive from the City to ensure that everyone on the team knows and understands their role, the goal of the assignment, timelines for tasks, the budget and all operating protocols and procedures. This will ensure that every team member understands his/her role on the contract.

Ms. Cunningham meets weekly with each team member to discuss project progress, upcoming events, community issues, status of contract budget and upcoming deadlines. She develops a Six Week Look-Ahead Schedule and uses collaboration software like SharePoint and Asana, which gives our entire team access vital documents, schedules, and upcoming deadlines.

Ms. Cunningham will regularly coordinate with City maintaining open lines of communication to ensure that all tasks and responsibilities are carried out in compliance with the specified Scope of Work. This includes overseeing the planning and execution of task assignments, quality control and staffing requirements needed to successfully satisfy this contract.

These proven techniques have helped our team build a solid reputation for responsiveness. We respond within one hour of receiving a call or e-mail from the City and can be present in-person, when needed, within 30 minutes of being contacted. We continuously monitor personnel performance as part of our contract management protocols. We build staff redundancy into our contracts and can have qualified back-up staff deployed at a moment's notice.

In Ms. Cunningham's absence, Account Coordinator Orlando Espinosa will step in to handle all project management duties, including coordinating quality control reviews, meeting with staff weekly and tracking resources. These redundancies ensure that our clients are always covered, and workflows are seamless.

Approach to Fulfilling the Scope of Services

Following is our team's proposed approach to executing each task in the Scope of Services for this solicitation.

TASK 1: Creating a unique, memorable identity for the City of Opa-Locka.

We know that creating a brand identity for a municipality is a complex endeavor. Your brand is made up primarily of the values that you convey as a municipality and a major part of that is what you want people to feel when they interact your city. To create a memorable brand identity for the City of Opa-Locka, our team will take the following steps:

- **Conducting market research.** We will conduct research to learn what the market's perceptions are about the City of Opa-Locka. The City has come a long way over the years and we want to convey the successes, while carefully reframing the conversation around what the future holds in terms of tourism, economic development and business growth. Market research will help our team create a baseline from which we can work to create a new brand identity for the City.
- **Developing a Value Proposition Statement.** What makes the City of Opa-Locka unique? What can the City offer that others can't? Knowing the difference between what makes the City unique in comparison to surrounding areas is imperative to developing a successful brand. Our team will develop a Value Proposition Statement for the City that will be used to guide our branding efforts.
- **Conducting a SWOT analysis.** Our team will conduct a thorough SWOT analysis to determine the City's strengths and weaknesses. We will also examine opportunities and any threats. By conducting a SWOT analysis, we will be able to identify key points that we can use in developing the new brand identity for the City.

TASK 2: Developing a comprehensive public relations plan.

We know that having a comprehensive public relations plan is an asset for any municipality. It's a tool that enables a municipality to build brand awareness, earn trust with key target audiences and keep stakeholders engaged and excited. The TBA team will use a data-driven approach to successfully develop and deliver a public relations plan that will serve as **the road map** to guide public relations, crisis communications and reputation enhancement efforts on behalf of the City.

First, we will conduct market research and gather the data we need to learn more about how the City is perceived by key target audiences. We want to understand what resonates with them when they think about visiting, relocating to or investing in the City of Opa-Locka. This information will help us create strategies and tactics that hit the mark and result in positive articles, blog posts and other editorial coverage. Next, we will analyze key findings and provide our recommendations in a comprehensive public relations plan. In addition, our team will do the following:

- **Understanding the Current Communications Scenario.** We want to know how the City have been covered by the media in the past in order to develop a comprehensive blueprint for communications in the future. We want to understand how the City communicates with the media. We want to develop a deep understanding of the communications landscape the City has been operating in, particularly as it relates to both internal and external stakeholders.

- **Conducting a Communications Audit.** As part of the plan, we will conduct a thorough assessment and review of the City's current media and brand assets including press kits, logos, fact sheets, brand guidelines, social media policy and other materials used to communicate with reporters, editors, bloggers, TV producers and other members of the press. This process is known as a communications audit. In order to be successful, we need to create a framework for the audit. We will take a thoughtful look at the City's brand to establish its current performance in the marketplace. We will review the last 24 months of press coverage, online reviews, social media posts and other materials. We will discover the brand's strengths and weaknesses from a communications perspective which will allow us to align our public relations strategies more closely with the expectations of the City's key target audiences.

- **Establishing Goals and Objectives.** We know that the City wants to evolve its public relations program, change public perception and increase positive coverage of the municipality. TBA will work closely with the City to determine what will be achieved as a result of implementing the PR plan. What are our goals and how are we going to measure them? We want establish goals that are specific, measurable, attainable, relevant, cost-effective and timely to best serve the City.

- **Defining the Audience.** Who are you trying to reach and what do you need to communicate to them? The answer to this question is crucial. Defining our target audiences is one of the most important tasks when developing a comprehensive PR plan. It's the foundation of an effective strategy. We understand the City would like to target and engage with business owners, residents, tourists and site selectors to consider the City of Opa-Locka. But we want to go deeper to learn more. To do that, we will consider demographics with information like age, location, gender, income and education levels, marital status, occupation and ethnic background. We will also look at psychographics with data like interests, hobbies, lifestyle, attitudes and values. This information will allow us to get to know our target audiences by doing a deep dive into what motivates a particular action, such as book a vacation, find a restaurant or locate a new business. By developing a keen understanding of our target audiences and how they behave, we will be able to create customized content that resonates with them.

- **Developing Strategies and Tactics.** How are we going to communicate with our key target audiences? What are the most effective strategies we can employ to reach them? Our team will develop innovative strategies and techniques designed specifically to reach the target audiences we identify.

- **Creating a Crisis Communications Plan.** We understand that the City does not have a formal crisis communications plan in place. TBA will develop a plan as part of the PR plan. To create the plan, we will anticipate impactful issues, build a team and establish their roles, designate their roles, designate a spokesperson, develop a media statement and identify techniques to ensure we swiftly to minimize the damage in the event of a crisis while showing compassion to those affected. We will establish an early warning system and develop policies for debriefing after a crisis and implementing changes as a result of lessons learned, if any.

- **Developing an Action Plan, Timeline and Budget.** It is imperative that we establish project milestones, timelines and schedules to stay on track. Our team will work with the City to recommend an Action Plan that delivers results. We will also create a budget to ensure that resources are being spent effectively, yielding the best Return on Investment (ROI) for the City.

- **Measuring and Evaluating Effectiveness.** We will use a combination of campaign metrics, benchmarking and surveying/focus groups to measure and evaluate the effectiveness of our PR plan. We will determine the right combination and measure audience engagement every step of the way. We will present results in monthly campaign reports to the City that track metrics like:
    - Volume of media coverage
    - Website analytics
    - Social media engagement and reach

TASK 3: Reviewing and updating the City's web and social media strategies.

For this task, our team will build upon the communications audit we are going conduct as part of developing a comprehensive public relations plan. We will thoroughly review the City's web and social media strategies and formulate recommendations for updates.

TASK 4: Creating slogan/logo/tagline/etc. as appropriate.

Creating a new logo. We understand that a memorable logo, built around eye-catching visuals and a repeatable tagline, can play a significant role in changing public perceptions about a municipality. Creating a standout logo calls for an image, and perhaps a phrase, that focuses attention on what the City has to offer. The design elements of a logo must play off the mission, services, and products of the City to deliver a solid return on the City's branding investment. To accomplish this task, our team will ensure that the logo we create has a strong, balanced image with little excess that would otherwise clutter its look. We will make sure it is distinctive and bold, making it easy to see at a glance. The logo will have stunning graphic imagery and works well with the City of Opa-Locka name. We will make sure it is done in an easy-to-read font, looks good in black and white, as well as in color and looks good on a webpage and in print.

Creating an engaging tagline. To develop a new tagline for the City, our team will hold brainstorming sessions with staff. From these sessions, we will develop tagline examples that we will bring back to staff for further consideration. Once a tagline has been selected, we will hold focus groups with staff and a small segment of the public to showcase the logo and tagline combinations our team has created. From the focus groups, we will be able to select and finalize a new logo and tagline for the City.

TASK 5: Directing City communications when the City faces a crisis situation.

Crisis communications is an essential component of any PR plan that we create for a client. We believe in always being prepared - before, during and after a crisis situation. Following are the central principles we follow when we build out a crisis communication plans.

- **Building Trusted Relationships with the Press Before You Need Them.** Nearly 100% of crisis management is the story a client tells in their defense. Although social media is an incredibly impactful communications tool, people form opinions through traditional news vehicles. Our first step should be to identify journalists at the most influential media outlets that cover the City's brand. Once identified, we arrange quarterly visits with the leadership of a client's organization to develop relationships with those journalists. These relationships can result in more positive stories, but more importantly, the level of trust you build will help when a crisis hits.

- **Preparing Responses to Likely Scenarios.** A client may get a call from a journalist who has to file a story quickly and only gives an hour to respond. But our clients are prepared for this scenario because we develop reactive media statements on likely adverse scenarios ahead of time, making our responses stronger and more impactful. A prepared statement will also help avoid internal chaos trying to search for input at the last minute. We also develop background information a journalist could use. We also identify any third-party influencers who could support a client's situation.

- **Identifying a Crisis Team and Identify a Spokesperson.** It is crucial that the right members of a client's crisis team are identified to speak with the media. We collaborate closely with clients to identify the most knowledgeable and responsive team members.

- **Developing a Crisis Contact Protocol.** Who do you contact in the event of a crisis? It's imperative that important contact information be stored securely and should include outside legal counsel and PR agency information. We also set up e-mail distribution groups, and work with our clients to look into the potential need to develop a micro-site dedicated to the crisis.

- **Developing Early Warning Systems.** Knowing about a potential crisis ahead of time is possible if there are early warning systems in place. We work with our clients to create simple systems that can them early to situations that could turn into larger reputational problems and hit the press.

- **Monitoring Reputation Online.** We use monitoring tool to track online discussions about a client. We also use a social media monitoring service to check daily for any negative conversations about a client.

- **Conducting Media Training.** We develop and facilitate media training for our clients to ensure that everyone from executive leadership to outside consultants know how to work with the media. We also develop training reference materials, which we make available online via corporate intranet or other secure means.

- **Communicating the Crisis Policy Internally.** Our clients want to make sure all employees and partners are aware of their crisis communications plan. We work with clients to provide updates to all employees. We have also worked with clients in the past to run specific training sessions. Employees should know never to comment to the press on issues, but to instead route requests to designated spokesperson. Likewise, they should also refrain from responding to situations on social media. We help our clients craft crisis communication plans that ensure their brand is protected at all times.

TASK 6: Improve the public and private sector's perception of the City.

People often confuse public relations (PR) and marketing. PR activities are designed to sell a brand through positively managing the way it communicates with its stakeholders. Marketing activities, on the other hand, are designed to generate revenue, while PR creates a positive reputation through an effective communications and outreach strategy.

Where PR is the professional maintenance of a favorable public image by a company or organization, marketing is the business of promoting and selling products or services, which includes market research and advertising, to improve the public's perception. A PR professional uses the media to create awareness. PR professionals use social media to communicate with audiences, publications to provide information to audiences, and even advertising to drive awareness to content. PR professionals use trusted third parties like publications to create social proof and trust in our company and its products and services.

A marketer uses the media to generate demand. Marketers use social media to trigger need, to pose questions, to highlight implicit problems audiences have that a company will solve.

Marketers use advertising to reach audiences that aren't able to be reached organically. Our team knows the difference and works closely with our clients to develop effective PR and marketing strategies and tactics that align with client goals.

A typical marketing scope for our firm often includes:
Creating engaging advertising campaigns for new programs and initiatives.

- Buying advertising slots to support campaigns on relevant media platforms like radio, TV and online).
- Conducting relevant research to help drive the direction of marketing campaigns.
- Drafting a weekly newsletter for clients.

We believe in call-to-action marketing. We work with our clients to create methods that result in key target audiences to do something - join a mailing list, share a post on social media, write a review online or create a blog post. Our team understands that we will be working with the City to enhance the brand and increase awareness of City programs, activities, events and amenities. Branding is at the core of any marketing strategy. Therefore, it is essential to clearly define who a client is as a brand. As such, the public relations plan we create as part of this contract will include a section on how the City can develop an overall integrated approach to marketing that deliver exceptional Return-on-Investment (ROI).

TASK 7: Advising on media/public relations strategies in multi-disciplinary efforts to address possible changes to the City's physical and social fabric.

Our team will work closely with the City and follow the public relations plan that we create to ensure that we advise City staff on strategies and techniques to address any possible changes to the City's physical and social fabric. The tools identified in the public relations plan will ensure that this effort is seamless and successful.

TASK 8: Developing and maintaining a diverse media distribution list and media contacts on behalf of the City of Opa-Locka.

Every day, our team interacts with national, state, regional and local media to pitch stories and convey ideas to reporters, editors, bloggers, influencers and content producers. We maintain comprehensive media databases that are updated on a monthly basis. We will make these contacts available to the City as we plan and execute public relations initiatives.

TASK 9: Create/Design flyers for City events and functions.

Graphic design is another area where our firm excels. We create award-winning visuals, flyers, infographics, print ads and other material to help municipalities share information with the public. For this contract, our team includes a dedicated creative director and graphic designer who will lead the City's design efforts.

TASK 10: Assist City with planning major events.

Our team assists our municipal clients with major events like press conferences, groundbreakings, concerts, charity galas and other events. We handle tasks related to concepting, event management, media relations, creative design, scripting, video production and other activities to make each event successful. For this contract, our team will work with the City promote and plan upcoming major events, generate ideas for new events - online and in-person.

TAB 05:

EXPERIENCE AND QUALIFICATIONS

EXPERIENCE AND QUALIFICATIONS

Specify the number of years the Proposer has been in business.

The Brand Advocates, Inc. has been in business for over 25 years. We are an S-Corporation, incorporated in the State of Florida.

Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

The Brand Advocates (TBA) is uniquely qualified to provide services on this contract. In addition to our 25+ years of experience, our team offers a number of value-added benefits to the City, including responsive service, crisis communication services and strong fiscal management.

Responsive Service

At TBA, we don't leave our clients hanging. When you call or email one of our team members, we will return your call or respond to your email within one (1) hour of receipt.

Crisis Communications

Our firm has directly handled crisis communications for public sector clients like the Miami-Dade Expressway Authority, the Florida Department of Transportation, Jackson Health Foundation and others. We develop Crisis Communications Plans for our public sector clients and create the procedures and protocols necessary to ensure that our clients are distributing accurate information to the public at all times in the event of a crisis.

Strong Fiscal Management

The TBA team controls costs on projects by utilizing internal financial control software that tracks costs and provides accurate budget management. We monitor and anticipate costs associated with new projects that come online, develop realistic budgets, adjust and delegate existing resources and forecast budgetary needs. Through this process, the TBA team can maintain an accurate picture of the contract budget at all times. We implement service reliability measures that help us to track and adjust our techniques and performance. These measures include anticipating the needs of our clients, adhering to budgets and contract terms and ensuring strict adherence to project schedules and deadlines. Having these measures in place allows our team to ensure that we are providing the highest level of service quality and reliability. With the TBA team, you won't have to rely on outside vendors for services like graphic design, website updating, video production, collateral development and photography. The City can take advantage of our team's in-house capabilities, eliminate uncertainty and ensure that campaigns and special projects are completed on time. We coordinate and track day-to-day activities and schedules and commit to invoicing the City for staff services and expenses in a timely manner, every 30 days. We will continuously review the Scope of Services to ensure the maximum level of client satisfaction is achieved at all times.

Experience with Task Work Orders We have extensive experience with Task Work Orders (TWOs) and have worked with them on contracts for FDOT, MDX, Miami-Dade County and the Florida Finance Housing Corporation, among others. Before we begin any communication or outreach tasks on this contract, we must first get permission from the City in the form of a Letter of Authorization (LOA). This will be clearly set forth the tasks to be accomplished for the specific time period covered in the LOA. Once this is completed, our team will have constant and

Attention to Quality Control and Timelines

Time is critically important to delivery of excellent work product, which is why we build extra time into internal quality control processes and procedures. Our quality control protocols are based on clearly defined roles and responsibilities for each member of our internal Quality Control Team. Whether it's a fact sheet, talking points, website update, social media post or a print ad, the City can be assured we will deliver quality work product the first time around and error-free work, completed in a timely manner. We establish and implement realistic planning and scheduling, and adhere to established deadlines and milestones to ensure success on every assignment we are given. **We are a savvy team with the resources, management know-how, staff availability, and award-winning expertise and knowledge to successfully execute the tasks identified in the Scope of Services for this contract.**

Ms. Tasha Cunningham will serve as the day-to-day Project Manager for this contract. She will be available to the City to attend meetings, respond to telephone calls, respond to specific inquiries and draft and distribute press releases.

Provide examples of marketing materials, press releases, etc. as described in the Scope of Services.

The Brand Advocates is a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE). We are a boutique, 10-person firm, located in nearby Wynwood. We bring decades of experience in all areas of the Scope of Services including public relations and crisis communications. Our award-winning firm specializes in handling the communications needs of public sector agencies, and national and regional brands. Following is an overview of experience in the Scope of Services and the key target audiences. The Scope of Services for this procurement specifically calls attention to several areas where the City would like to focus efforts for this branding initiative. Our firm has extensive experience in each of these areas. Creating a comprehensive communications program is about more than just logos and taglines. It requires experience, knowledge of industry trends, foresight and creativity. We have created brand identities that create buzz and win awards. Following is a snapshot of our experience:

CLIENT:
JOHNSON & JOHNSON

Our firm has created multiple brand campaigns for our private sector clients like Johnson & Johnson and municipal clients like the City of Miami Gardens. For Johnson & Johnson, we recently developed a brand identity, brand guidelines and a targeted global campaign for the company's Mentor division. So far this year, this effort has **won three national awards** including a Silver Davey Award for Best Brand Identity. Our firm specializes in building brand campaigns that are rooted in solid data. To develop the brand identity for Johnson & Johnson's new Mentor division, our team surveyed key target audiences including woman recovering from breast cancer, the internal sales staff and others.

CLIENT:
CITY OF MIAMI GARDENS

For the City of Miami Gardens, our firm developed a public relations plan and provides ongoing media relations support for the Hard Rock Stadium Pedestrian Bridge and Tunnel Project. This $17 million project will prepare the stadium for major events in 2019 like the Super Bowl and the Jazz in the Gardens concert. This is a signature project for the City of Miami Gardens and involves the coordination and cooperation of multiple community and governmental organizations, spearheaded by our firm.

CLIENT:
MIAMI-DADE EXPRESSWAY AUTHORITY (MDX)

PRNews Platinum PR Awards

Our firm worked with the Miami-Dade Expressway Authority (MDX) to create the project branding and all associated collateral materials for the MDX Frequent Driver Rewards Program, a one-of-kind toll rebate program that offered drivers up to 30% cash back on the tolls they spent each year. In 2015, the program **won a PR News Platinum PR Award** in the Community Relations category. The program also garnered local and national PR attention, resulting in over more than $500K in earned media. for the agency.

CLIENT:
FLORIDA HOUSING FINANCE CORPORATION

The Brand Advocates is the Agency of Record (AOR) for the Florida Housing Finance Corporation, a state agency focused on affordable housing. In 2017, the firm launched a comprehensive, multilingual brand awareness campaign to promote the agency's Foreclosure Counseling Program, which encouraged homeowners on the brink of foreclosure to partner with a local agency to modify their mortgages and stay in their homes. We created branding, developed a strategic marketing plan, placed over $250K in media buys statewide and earned more than $200K in free media for the initiative. As a result of our efforts, participation in the program increased by more than 30%.

CLIENT:
FLORIDA DEPARTMENT OF TRANSPORTATION

Since 2010, our team has worked with the Florida Department of Transportation (FDOT) on a number of transportation projects to increase community engagement. Most notably, the SunRail Commuter Rail Project in Central Florida, which encompasses Orlando and surrounding areas. Our team was tasked with preparing FDOT to launch new commuter rail service in Central Florida. This required an extensive community engagement campaign to bring residents, business owners and tourists out of their cars and into the train. For the start of revenue service in 2014, our team was tasked with ensuring that at least 25,000 passengers rode the train on opening day.

Our efforts included making hundreds of presentations in Central Florida and surrounding areas, reaching out to local business as part of the SunRail Business Development Program and developing the #RideSunRail social media initiative to promote opening day across multiple platforms. As a result, over 60,000 people rode the train on opening day and we garnered national PR attention on MSNBC, CNN and other outlets.

CLIENT:
CITY OF KISSIMMEE GATEWAY AIRPORT

The Brand Advocates is the Agency of Record (AOR) for the Kissimmee Gateway Airport. This general aviation airport is owned by the City of Kissimmee, in Central Florida. We recently launched a series of print ads and editorial placements for a campaign called "Count on Kissimmee" to promote the airport's proximity to major innovation hubs like NeoCity, tourist attractions like Disney and aerospace facilities like the National Aeronautics and Space Administration (NASA). The ads are currently running in Florida Trend and Site Selection Magazine, among other publications. In 2020, the firm won a national Communicator Award for our work.

Tourism is a critical component of the City's public relations plan. Our firm has experience working with municipalities on campaigns that promote sustainable tourism by educating visitors, residents and business owners about how small changes in their behavior can help preserve the environment in the City of Key West.

CLIENT:
CITY OF KEY WEST

From 2011 to 2015, the Brand Advocates team was tasked by the City of Key West Sustainability Office to create a campaign that encouraged residents, tourists and business owners to adopt green behaviors and do their part to preserve the pristine "island" lifestyle the City affords. Services provided for this project included branding, messaging, graphic design, creative development and media buying. This project was completed on-time and on budget.

PR Daily's 2018 Nonprofit PR awards

CLIENT:
JACKSON HEALTH FOUNDATION

The Brand Advocates serve as the Agency of Record (AOR) for Jackson Health Foundation. In 2018, the foundation partnered with Bal Harbour Shops to create an annual signature event to raise funds for Holtz Children's Hospital, one of the largest children's hospitals in the southeast United States.

The event, called Ice Cream We Love, is a fun-filled weekend featuring a curated lineup of delicious ice cream vendors from around the United States.

In 2018, the event was attended by over 3,000 people including local residents to tourists from around the world. The event honors Stanley Whitman, the founder of Bal Harbour Shops.

Our team handled public relations and creative design. We partnered with reporters and editors to promote the event resulting national coverage from media outlets like CNN and **won a 2018 PR Daily Non-Profit PR Award.**

2022 United States

Vero Beach Regional Airport

Vero Beach Regional Airport Website

GOLD WINNER

Entrant Company

The Brand Advocates, Inc.

Category

Website - Transportation

2022 United States

City of Fort Lauderdale Beach Business Improvement District

FTLBeach

SILVER WINNER

Entrant Company

The Brand Advocates, Inc.

Category

Corporate Identity - Logos

2022 United States

Kissimmee Gateway Airport

"Let's Talk Aviation" Advertorial

SILVER WINNER

Entrant Company

The Brand Advocates, Inc.

Category

Branded Content - Advertorial

2022

United States

GiveMiamiDay 10 ANNIVERSARY

Jackson Health FOUNDATION. Making miracles happen.

Jackson Health System/Jackson Health Foundation

SILVER WINNER

Jackson Health Foundation "Give Miami Day" Campaign

Entrant Company

The Brand Advocates, Inc.

Category

Social Media - Healthcare & Pharma

2022 UNITED STATES

The Broward MPO

The Broward MPO Speak Up Broward Campaign Social Media

ARCTURUS WINNER

Entrant Company

The Brand Advocates

Category

Social Media (Campaign) - Social Presence

2022 UNITED STATES

The Broward MPO

The Broward Metropolitan Planning Organization (MPO) Website

ARCTURUS WINNER

Entrant Company

The Brand Advocates

Category

Website & Mobile Sites - Transportation

Experience and Expertise of the Project Manager and Team

DEDICATED ACCOUNT TEAM SIZE

6

NUMBER OF SUCCESSFULLY COMPLETED SIMILAR

350

LANGUAGES SPOKEN

4

YEARS OF EXPERIENCE WORKING IN TRANSPORTATION INDUSTRY

20+

YEARS OF EXPERIENCE IN SCOPE OF SERVICES

20

Tasha Cunningham, will serve as project manager (PM) for this contract. Ms. Cunningham is an outstanding PM with over 20 years of experience in marketing, branding and public relations. **Ms. Cunningham holds a Certified Associate in Project Management (CAPM) credential, issued by the Project Management Institute (PMI)**. She holds a bachelor's degree in public administration from Florida International University (FIU). She serves as project manager and account executive for several municipal accounts including the City of Kissimmee Gateway Airport, the Vero Beach Regional Airport, the Broward Metropolitan Planning Organization (BMPO), FDOT, and the City of Fort Lauderdale Community Redevelopment Agency, among others. She is responsible for the development, implementation and oversight of communications tasks and has managed multi-million dollar contract budgets for public clients.

For this contract, Ms. Cunningham will manage the team and all contract resources to ensure that assigned tasks are successfully completed and delivered, on time and on budget. She will oversee a diverse team of talented individuals. Our team's key personnel includes award-winning public communications professionals with over 20 years of combined experience in marketing, branding, public relations and intergovernmental coordination.

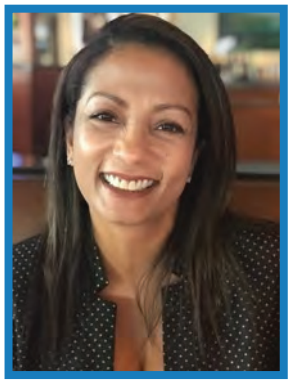
Our team is responsible for attending weekly meetings with different project teams, coordinating with reporters, editors, and producers, preparing project information, and managing social media platforms on Facebook, Twitter, LinkedIn and Instagram for our clients. We also handle government outreach, digital marketing, branding, workshops, and training for clients in transportation, healthcare, and affordable housing including the City of North Miami, the City of Miami Lakes, the City of Vero Beach, and the City of Homestead.

Our team is bilingual and speaks and writes in English and Spanish. Our team members are also fluent in American Sign Language (ALS). Our team also includes creative directors, copywriters and public relations specialists who have worked on marketing and branding campaigns for Vero Beach Regional Airport, Brightline, Sallie Mae, Miami Bayside Foundation, Kissimmee Gateway Airport, Jackson Health System, American Airlines and other national brands.

We intend to supplement our team with Tampa-based businesses as part of our team. **Per the requirements of the RFP, we have included profiles of our team's key personnel who will be performing work on this contract beginning on the following page.**

BIOGRAPHICAL RESUME

Tasha Cunningham, CAPM, Project Manager



Ms. Cunningham will serve as Project Manager (PM) on this contract. She has more than 20 years of experience managing multi-million dollar public sector contracts for municipalities, government agencies and community organizations. She currently serves as a PM on marketing, branding and public relations contracts for the City of Kissimmee Gateway Airport in Osceola County, the Vero Beach Regional Airport in Indian River County, and the Speak Up Broward Phase 3 outreach campaign for the Broward Metropolitan Planning Organization (BMPO) in Broward County. Ms. Cunningham's role is to manage day-to-day tasks, offer high-level insight, and monitor contract resources to ensure all tasks are completed on time and on budget. She will be responsible for integral project management tasks, such as developing a strategic marketing plan, to ensure the highest Return on Investment (ROI) for the Naples Airport Authority. Ms. Cunningham is instrumental in developing the marketing and communications plans used by clients as road maps to define strategies for growth, and determine available contract resources and how they can be maximized.

Ms. Cunningham assigns tasks and deadlines, and empowers her team with the tools they need to succeed. She defines, schedules, and accurately estimates the duration of assigned tasks on the contracts she manages to develop and maintain a realistic schedule for completion. Ms. Cunningham monitors contract budgets and ensures that clients always have a 360° view of available contract resources. To achieve work quality and client satisfaction with the TBA team, Ms. Cunningham maintains constant communication, reporting on progress and receiving feedback. In her role as PM, she ensures that her team is ready to tackle any issues that may arise, working quickly toward resolving them. To make sure a project is progressing as planned, she constantly measures and compares metrics against strategic marketing and communications plans that she and her team creates. She writes monthly status reports that are used by clients to track progress. She is also responsible for financial tracking and invoice submittals on the contracts she manages.

EDUCATION

Ms. Cunningham holds a Bachelor of Public Administration degree from Florida International University (FIU). She is a Certified Associate in Project Management (CAPM), accredited by the Project Management Institute (PMI). Ms. Cunningham also holds a professional certificate in Project Management Principles and Practices from the University of California at Irvine.

EXPERIENCE SNAPSHOT

City of Vero Beach Regional Airport (2020 – Present)

TBA serves as the Agency of Record (AOR) for the City of Vero Beach Regional Airport. Ms. Cunningham serves as PM and account executive for this contract. In this role, she leads a team of five that provides marketing, branding and advertising, public relations, marketing and digital services. She is spearheading a rebrand of the airport which will include a new logo, website, brand guidelines, new social media platforms and the development of new marketing materials.

City of Kissimmee Gateway Airport Agency of Record (2017 – Present)

The Brand Advocates (TBA) team serves as the Agency of Record (AOR) for Kissimmee Gateway Airport. Ms. Cunningham serves as PM. In this role, she leads a team that provides advertising, public relations, marketing, digital and e-mail support. TBA developed a five-year integrated marketing plan for the airport, which the firm is responsible for implementing. Through a strategic marketing partnership, TBA also works closely with Experience Kissimmee, the tourism arm for the city, to promote the airport and surrounding areas.

City of Fort Lauderdale Beach Improvement District (2020 – Present)

In 2020, the TBA team won a contract to manage the City of Fort Lauderdale Beach Improvement District, which Ms. Cunningham manages. The Beach Business Improvement District (BID) was created in 2007 to make recommendations on services, enhancements, special programs, marketing, branding and events on the beach. The BID is comprised of commercial properties fronting on SR A1A, from Harbor Drive North to Sunrise Boulevard. Its boundaries overlap the Beach Community Redevelopment Area (CRA). In her role as PM on this contract, Ms. Cunningham manages the BID Advisory Committee, coordinates marketing campaigns and handles special events. She also makes presentation to the county and city commissions and manages the administration of grant funds. The BID is part of the City of Fort Lauderdale CRA.

SunRail Brand Launch and Design-Build Construction (2011 – 2016)

TBA, led by Ms. Cunningham, handled branding, marketing, public involvement and web development for this commuter rail project on behalf of the Florida Department of Transportation, District Five. Working with stakeholders in multiple counties across Central Florida, Ms. Cunningham managed a team of 10 public information specialists. The team also managed safety outreach and created the SunRail.com website to keep stakeholders informed about project construction. She also led the development of fact sheets and other collaterals and to managed the project's social media platforms. Ms. Cunningham also spearheaded the project's groundbreaking, managed the SunRail City Center Community Outreach Office, and manned the SunRail Construction Hotline, which is now part of the SunRail Operations and Control Center in Sanford, Florida.

AWARDS

Vega Digital Award (Gold) (2021)

Ms. Cunningham and her team were honored with a national Vega Digital Award (Gold) for the social media platforms and new website designed on behalf of Kissimmee Gateway Airport. The team was also recognized with a Gold Award for their work on behalf of Jackson Health Foundation, the fundraising arm of Jackson Health System, Miami-Dade County's public hospital.

Communicator Award of Excellence (2020)

Ms. Cunningham and her team were honored with a national Communicator Award of Excellence in the Print Advertising category from the Academy of Interactive and Visual Arts for work on behalf of Kissimmee Gateway Airport.

Project of the Year - CAACE CATEGORY II (2019)

The Hard Rock Pedestrian Bridges and Tunnels Projects was completed in preparation for the Super Bowl at Hard Rock Stadium in February 2020. The TBA team handled public information during construction, community outreach, website development, social media and media relations. The project was selected as Project of the Year by the Cuban-American Association of Civil Engineers, and won a national Davey Award for best video production.

BIOGRAPHICAL RESUME

Courtney Cunningham, Deputy Project Manager

Mr. Cunningham will serve as an advertising executive on this contract. He is an award-winning advertising industry with over 20+ years of combined experience in public sector communications, public affairs, community outreach, media relations and intergovernmental coordination. Mr. Cunningham currently serves City of Kissimmee Gateway Airport in a lead role as an advertising executive. He is the main point of contact for the media, elected and appointed officials and other stakeholders. He is responsible for attending weekly meetings with different project teams, coordinating with reporters, editors, and producers, preparing project information, and managing social media platforms on Facebook, Twitter and Instagram. He also develops collateral materials including videos, fact sheets and photo galleries. For this contract, Mr. Cunningham will develop advertising plans, execute media buys, develop press kit materials for media outlets, including press releases, images, pitch letters, case studies, feature articles, and trend stories. He will cultivate and maintain relationships with regional and national media outlets and arrange for press conferences, interviews, and other media and event appearances.

Mr. Cunningham will write speeches, respond to requests for information from media outlets, evaluate advertising and promotional programs to ensure they align with the PR goals of Orange County government for this contract He will also track, evaluate, and share results of our team's PR and advertising efforts and coordinate scheduling and logistics as necessary.

For over five years, Mr. Cunningham served the District in a lead role as the Community Liaison Officer on the I-395/SR836/ I-95 Design-Build Project. He was the main point of contact for stakeholder inquiries on the project and managed the community outreach office in Overtown, a suburb of Miami, Florida. He developed collateral material including fact sheets, project maps, PowerPoint presentations and fliers.

He managed the project website and coordinated over 25 community presentations to the public and executed milestone events for the project including the Industry Workshop and Industry Forum and coordinated the Aesthetic Steering Committee (ASC) for the project. Mr. Mitchell has handled construction public information on transportation projects for the Miami-Dade Expressway Authority (MDX) and Miami-Dade County Transportation and Public Works Department including the MDX Dynamic Message Sign Installation and the West Venetian West Bascule Bridge Design-Build Project.

He was responsible for maintaining stakeholder databases, writing press releases, speeches and talking points for the project team and coordinating with elected and appointed officials about construction activity. He has recent experience, a strong work ethic and commitment to providing high quality service. For this contract, Mr. Cunningham will be responsible for advertising strategies, project research, database development, coordinating mass mailings, drafting collateral material including fact sheets, brochures and flyers, conducting outreach, planning public meetings and special events, drafting community awareness plans and other duties as assigned.

EXPERIENCE SNAPSHOT

EDUCATION

Mr. Cunningham holds a Bachelor of Science degree in political science from the University of Florida, and a Juris Doctorate from the University of Florida School of Law.

City of Kissimmee Gateway Airport Agency of Record (2017 – Present)

The Brand Advocates (TBA) team serves as the Agency of Record (AOR) for Kissimmee Gateway Airport. In this role, Mr. Cunningham is responsible for executing tasks related to social media management, advertising, public relations, marketing, digital and e-mail support. Mr. Mitchell worked closely with the team to develop and implement a five-year integrated marketing plan for the airport.

City of Altamonte Springs Public Relations Agency of Record (2019 – 2021)

TBA serves as the Agency of Record (AOR) for the City of Altamonte Springs. Mr. Cunningham served as an advertising executive. In this role, he led a team that provides PR support, media relations coordination and press release writing for the city's 100th Anniversary Centennial Celebration.

Commitment 2045 Metropolitan Transportation Plan (2018 – 2020)

Mr. Cunningham served as a public information specialist for Commitment 2045, the Broward MPO's Metropolitan Transportation Plan. Mr. Cunningham was the main point of contact with the community and works with the MPO to schedule presentations, staff outreach events, handle photography and videography and develop meeting minutes. He coordinated over 20 presentations throughout Broward County for this project.

Hard Rock Pedestrian Bridge and Tunnel Project (2018 – 2020)

Mr. Cunningham served as a senior public information specialist for this project, which involved the design and construction of a pedestrian bridge and two tunnels to prepare Hard Rock Stadium for the Super Bowl in February 2020. He worked closely with the project team to keep the public informed about construction and other activities. Mr. Mitchell developed and delivered more than a dozen presentations about the project to community organizations, schools and civic groups.

Venetian Causeway PD&E Study (2015 – Present)

Mr. Cunningham serves as a public information specialist for this study, working on behalf of FDOT District Six. The study examines the possible replacement or rehabilitation of the functionally obsolete structures that are rapidly deteriorating. Mr. Mitchell is responsible for the coordination of public meetings, maintaining stakeholder databases and working with the residents, business owners and the media to resolve issues.

West Venetian Bascule Bridge Replacement Project (2015 – 2017)

Mr. Cunningham served as the public information specialist for this bridge replacement project. He was responsible for working closely with the project team to keep stakeholders informed and developed project collateral and developed social media channels on Facebook and Twitter.

AWARDS

Davey Award for Video Production Excellence (2021)

Honored with a national Davey Award in the video production category for a video created on behalf of the City of Miami Gardens and Hard Rock Stadium to showcase a major construction project that was designed to enhance safety ahead of the 2020 Super Bowl.

Vega Digital Award (Gold) (2021)

Honored with a national Vega Digital Award (Gold) for the social media platforms and new website designed on behalf of Kissimmee Gateway Airport. Also recognized with a Gold Award for their work on behalf of Jackson Health Foundation, the fundraising arm of Jackson Health System.

Communicator Award of Excellence (2020)

Honored with a national Communicator Award of Excellence in the Print Advertising category from the Academy of Interactive and Visual Arts for work on behalf of Kissimmee Gateway Airport.

Project of the Year - Hard Rock Pedestrian Bridges and Tunnels (2019)

The Hard Rock Pedestrian Bridges and Tunnels Projects was completed in preparation for the Super Bowl at Hard Rock Stadium in February 2020. The Brand Advocates team handled public information during construction, community outreach, website development, social media and media relations. The project was selected as the CAACE Category II Project of the Year by the Cuban-American Association of Civil Engineers Category II.

Annual Healthcare Advertising Awards (2018)

TBA was awarded three prizes in the 35th Annual Healthcare Advertising Awards on behalf of clients Johnson & Johnson and Stryker. The TBA team won a Silver prize for a brochure we created to help Johnson & Johnson team in their Mentor division increase sales. For Stryker, the team,won Bronze and Merit prizes for an acquisition announcement video we created and a brochure for their PneumoClear product line. The awards are the oldest and most widely respected health care advertising awards.

Davey Awards (2018)

TBA was awarded a Silver award for Best Brand Guidelines/Identity System on behalf of national healthcare brand Johnson & Johnson.

Platinum PR Award (PR News), Community Relations (2015)

Won the 2015 Platinum PR Award from PR News in the Community Relations category for the development of the MDX Frequent Driver Rewards Program for the Miami-Dade Expressway Authority (MDX).

BIOGRAPHICAL RESUME

Nicoleta Hinrichs, Social Media Manager

Nicoleta Hinrichs will serve as Social Media Manager on this contract. She has more than 10 years of experience managing social media for municipalities, government agencies and community organizations. She currently creates and manages social media content calendars for the City of Kissimmee Gateway Airport in Osceola County, the Vero Beach Regional Airport in Indian River County, and the Broward Metropolitan Planning Organization (BMPO) in Broward County. Ms. Hinrich's role is to manage day-to-day social media tasks, offer high-level insight, develop strategies to increase engagement across platforms like Facebook, Instagram, Twitter, LinkedIn, and Clubhouse. Ms. Hinrichs is instrumental in working with client account teams to monitor social media platforms in real-time, and creating responses to questions and comments received.

Ms. Hinrichs works out of the firm's Tampa office. She defines, schedules, and accurately estimates the duration of assigned tasks on the contracts she manages to develop and maintain a realistic schedule for completion. In her role as Social Media Manager, she ensures that her team is up-to-date on new and emerging technologies, national trends, and other key information to keep clients on the cutting-edge. She constantly measures and compares metrics against strategic social media management plans that she and her team creates. She writes monthly status reports that are used by clients to track progress.

Ms. Hinrichs also manages other elements of digital outreach for clients including developing monthly e-newsletters, videos, and social media banners. She is also a seasoned graphic designer who is proficient in Adobe Photoshop, Lightroom, Illustrator; VideoPad, VideoScribe, and iMovie. She is fluent in French and English.

EDUCATION

Ms. Hinrichs holds a Bachelor of Arts with a major in applied video sciences from New Bulgarian University in her native Bulgaria, where she lived before coming to the U.S. and settling in Tampa.

EXPERIENCE SNAPSHOT

City of Vero Beach Regional Airport (2020 – Present)

TBA serves as the Agency of Record (AOR) for the City of Vero Beach Regional Airport. Ms. Hinrichs serves as Social Media Manager for this contract. In this role, she leads a team of graphic designers and copywriters who develop images, infographics, monthly e-newsletters, fact sheets, and other digital and print communications. She creates and manages monthly social media content calendars, and analytics reports.

City of Kissimmee Gateway Airport Agency of Record (2017 – Present)

TBA serves as the Agency of Record (AOR) for the City of Kissimmee Gateway Airport. Ms. Hinrichs serves as Social Media Manager for this contract. In this role, she leads a team of graphic designers and copywriters who develop images, infographics, monthly e-newsletters, fact sheets, and other digital and print communications. She creates and manages monthly social media content calendars, and analytics reports.

City of Fort Lauderdale Beach Improvement District (2020 – Present)

In 2020, the TBA team won a contract to manage the City of Fort Lauderdale Beach Improvement District (BBID). The BBID is part of the City of Fort Lauderdale CRA. The BBID was created in 2007 to make recommendations on services, enhancements, special programs, marketing, branding and events on the beach. The BID is comprised of commercial properties fronting on SR A1A, from Harbor Drive North to Sunrise Boulevard. Its boundaries overlap the Beach Community Redevelopment Area (CRA). In her role as Social Media Manager on this contract, Ms. Hinrichs manages the "Discover FTLBeach" campaign social media activities, which was launched in partnership with Visit Lauderdale, the county's tourism agency. Ms. Hinrichs also coordinates marketing campaigns and handles special events.

AWARDS

Vega Digital Award (Gold) (2021)

Ms. Hinrichs and her team were honored with a national Vega Digital Award (Gold) for the social media platforms and new website designed on behalf of Kissimmee Gateway Airport. The team was also recognized with a Gold Award for their work on behalf of Jackson Health Foundation, the fundraising arm of Jackson Health System, Miami-Dade County's public hospital.

Communicator Award of Excellence (2020)

Ms. Hinrichs and her team were honored with a national Communicator Award of Excellence in the Print Advertising category from the Academy of Interactive and Visual Arts for work on behalf of Kissimmee Gateway Airport.

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BIOGRAPHICAL RESUME

Orlando Espinosa, Account Executive

For this contract, Mr. Espinosa will utilize his extensive experience in Hispanic media relations and marketing to engage, educate and empower the community. Mr. Espinosa handles government outreach, digital marketing, branding, workshops, and training for clients in transportation, healthcare, and affordable housing including the City of North Miami CRA, the City of Miami Lakes, the City of Vero Beach, and the City of Homestead. He is bilingual and speaks and writes English and Spanish. He is also fluent in American Sign Language (ALS). In addition, Mr. Espinosa leads Hispanic outreach, workshops, and training statewide for the U.S. Small Business Administration, American Airlines and U.S. Southern Command. He also plans, develops, and conducts grassroots initiatives for the community through presentations and workshops. He represents organizations at high schools, colleges/universities, career fairs, and conferences.

Mr. Espinosa also served as the national spokesperson for Sallie Mae, working with media throughout the nation to promote the organization's programs and initiatives. He facilitated over 900 educational workshops throughout the United States.

Mr. Espinosa continues to develop and implement innovative outreach programs to help small business owners, college-bound youth and the disadvantaged. He recently partnered with Miami Bayside Foundation and Truist, the company formed it December 2019 as the result of the merger of BB&T and SunTrust Banks, to create a digital marketing series that served two cohorts of struggling small business owners. Consultants in the program, including the Brand Advocates team, counseled entrepreneurs and created marketing plan, websites and brand identities for a total of 80 small business owners, in just three months.

Mr. Espinosa has a successful track record working with government entities, municipalities, public agencies and others handling public relations, training and special events, both virtual and in-person. Most recently, Mr. Espinosa worked with the SBA and over 20 municipalities in Miami-Dade County to educate business owners about the provisions of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

As a technical adviser for the Broward County Office of Economic and Small Business Development, he was responsible for assisting small business owners seeking loans funds through the Paycheck Protection Program (PPP) and the Economic Injury Disaster Loans. Mr. Espinosa provided counseling services in both English and Spanish.

EDUCATION

Mr. Espinosa holds a master's degree in education from Nova Southeastern University and a bachelor's degree in communications from Lee University.

AWARDS

U.S Small Business Administration (SBA) Advocate of the Year (2016)

Mr.Espinosa won this statewide award for his diligent work promoting small businesses and entrepreneurship on behalf of the SBA in Florida.

U.S Small Business Administration (SBA) Advocate of the Year (2018)

Mr. Espinosa won this statewide award for his advocacy work promoting small businesses and entrepreneurship on behalf of the SBA in Florida. He worked with over 100 small businesses in the United States as part of the SBA Emerging Leaders entrepreneurship program.

BIOGRAPHICAL RESUME

Raul Sanchez, Creative Director and Graphic Designer

Mr. Sanchez will serve as the Creative Director and Graphic Designer for this contract. He is an award-winning, bilingual professional who writes and speaks both English and Spanish. He provides art direction, graphic design, and other creative services for our firm's public and private sector clients. He is responsible for the development and implementation of strategic creative campaigns in multiple languages. He reviews and approve designs, artwork, photography, and graphics developed by other staff members and present designs and concepts to the team for approval. For this contract, he will work with the account team to produce new, creative ideas, manage promotional campaigns, and create marketing materials.

In his role as creative director, Mr. Sanchez evaluates trends, assesses new data, and stays up-to-date on the latest trends in design, marketing and public relations. He creates and implements tailored marketing plans based on individual client needs and requirements. He also directs brainstorming meetings and creative sessions.

He shapes brand standards and creates procedures to ensure all materials he designs are appropriate for a brand. Mr. Sanchez also supervises the daily workflow of the creative team, assign project workload, and monitors deadlines and budgets. He is certified in graphic design programs like InDesign, Adobe, Illustrator, Photoshop, and CorelDraw Graphics.

Mr. Sanchez creates award-winning marketing campaigns, collateral materials and videos for clients that include the City of Miami Gardens, Johnson and Johnson, the City of Kissimmee, the City of Fort Lauderdale, Florida Housing Finance Corporation, the Florida Department of Transportation and many others. His work has been featured in magazine articles, on billboards, on promotional items and in television commercials.

Mr. Sanchez works with a team of graphic designers, videographers and others to plan advertisements, monitor brand campaigns, create and revise presentations, and develop brand books and storyboards for clients across industries like transportation, affordable housing, tourism and healthcare.

EDUCATION

Mr. Sanchez holds a Bachelor of Arts degree in Graphic Design from the Design Institute of Caracas in Venezuela.

EXPERIENCE SNAPSHOT

Kissimmee Gateway Airport (2017 – Present)

Mr. Sanchez provides graphic design and creative services for public sector campaigns for clients that include the City of Kissimmee Gateway Airport, the Florida Department of Transportation, the City of Miami Gardens and others. He recently designed a series of print ads featuring the airport that have appeared in publications statewide, garnering a national 2020 Communicator Award of Excellence from the Academy of Interactive and Visual Arts.

Johnson and Johnson (2016 – 2019)

Mr. Sanchez provided graphic design and creative services for the global relaunch of Johnson & Johnson's Mentor division. He developed print ads, brand guidelines, website and social media graphics and other collateral. The campaign won three national healthcare awards in 2018.

MDX Frequent Driver Rewards Program (2015 – 2018)

Mr. Sanchez provided graphic design and creative services for the branding of the Miami-Dade Expressway Authority (MDX) Frequent Driver Rewards Program, which refunds drivers on the system's five expressways up to 30% of what they spent on tolls each year. The program won several national awards in 2015.

MDX Road Rangers Program (2015 – 2018)

To promote this safety program, Mr. Sanchez developed branding, which was used on billboards, vehicle wraps, newsletters, fact sheets, presentation templates, maps, information boards and other collateral material. TBA helped the agency create a partnership with Univision to sponsor the program and Mr. Sanchez was instrumental in developing concepts and designs that resonated with the program's key target audience - drivers who use MDX roadways every day.

Venetian Causeway PD&E Study (2015 – Present)

Mr. Sanchez develops newsletters, fact sheets, presentation templates, maps, information boards and other collateral material for this Project Development & Environment Study on behalf of FDOT District Six.

I-395 Design-Build Project (2014 – 2019)

Mr. Sanchez developed fact sheets, presentation templates, maps, information boards and other collateral material for this design-build project on behalf of FDOT District Six.

AWARDS

Communicator Award of Excellence (2020)

Honored with a national Communicator Award of Excellence in the Print Advertising category from the Academy of Interactive and Visual Arts for work on behalf of Kissimmee Gateway Airport.

Annual Healthcare Advertising Awards (2018)

Awarded three prizes in the 35th Annual Healthcare Advertising Awards on behalf of clients Johnson & Johnson and Stryker. The TBA team won a Silver prize for a brochure we created to help the Johnson & Johnson team in their Mentor division increase sales. For Stryker, the team won Bronze and Merit prizes for an acquisition announcement video we created and a brochure for their PneumoClear product line. The awards are the oldest and most widely respected health care advertising awards.

Davey Awards (2018)

TBA was awarded a Silver award for Best Brand Guidelines/Identity System on behalf of national healthcare brand Johnson & Johnson.

Platinum PR Award (PR News), Community Relations (2015)

Won the 2015 Platinum PR Award from PR News in the Community Relations category for the development of the MDX Frequent Driver Rewards Program for the Miami-Dade Expressway Authority (MDX).

BIOGRAPHICAL RESUME

Macarena Zilveti, Media Buyer/Planner

Ms. Zilveti will serve as a Media Buyer/Planner for this contract. She has award-winning experience working at large advertising agencies on campaigns for the California Department of Transportation (Caltrans), the Orange County Transportation Authority, Royal Caribbean Cruise Lines, Publix, and the Florida Lottery. For this contract, she will research relevant industry topics to identify new advertising opportunities, work with the team to create original content, produce, and publish Proof of Performance reports. Ms. Zilveti will edit and fact-check content, use SEO tools and techniques to optimize content, collaborate with designers to develop graphics and work with the creative team to generate innovative ideas. Ms. Zilveti has worked at major advertising agencies like Young & Rubicam, GrupoUno and Sanchez & Levitan, where she wrote copy and managed media buying accounts for brands like Marshall's, TJMaxx, Kraft and the Susan G. Komen Breast Cancer Foundation, to name a few. Ms. Zilveti has decades of experience working for major advertising agencies, where she honed her media buying skills working for major brands.

EDUCATION

Ms. Zilveti holds a Bachelor of Fine Arts degree in Advertising from Syracuse University.

EXPERIENCE SNAPSHOT

Media Buying Consultant (2009 – Present)

Ms. Zilveti provides creative consultation and media buying services for a diverse group of brands including Baptist Health System, St. Thomas University, and the Women's Chamber of Commerce of Miami-Dade County.

GrupoUno (1998-2009)

As Associate Media Buyer and Planner, Ms. Zilveti managed a local creative team of nine professionals and supervised affiliate agency creatives abroad for clients including American Airlines, Citibank, Jackson Memorial Hospital, Canon, Nokia, Johnson & Johnson, and UPS.

Sanchez & Levitan (1997 – 1998)

As Associate Media Buyer and Planner, Ms. Zilveti created and supervised marketing campaigns for regional and national clients including Bellsouth, Chivas Regal, Florida Lottery, Marshalls, and TJ Maxx, billing over $12 million annually.

Creative Consultant (Media Buying and Planning) (1996-1997)

Ms. Zilveti provided advertising, media buying, marketing and creative consultation to local ad agencies and clients including Royal Caribbean Cruise Lines, Johnny Walker Black Label, Publix, and Texaco.

Start Advertising (1991-1996)

Ms. Zilveti worked closely with clients in developing marketing materials and events to effectively reach their goals and increase revenue. She created client estimates and managed profitability procedures. She managed the creative and marketing team. Ms. Zilveti also created and produced strategic media buying campaigns for clients like the California Department of Transportation (Caltrans), the Orange County Transportation Authority (OCTA) and Susan G. Komen Breast Cancer Foundation.

AWARDS

Silver Addy (2012)

Ms. Zilveti won an Addy Award for work she produced on behalf of Baptist Health System.

New York Visual Club Award of Excellence (2010)

Ms. Zilveti won this award for work she produced on behalf of Johnson & Johnson.

Orange County Ad Awards (1996)

Ms. Zilveti won this award for work she produced on behalf of the Orange County Transportation Authority in California.

TAB 06:

SCHEDULE

SCHEDULE

TIMELINE OF MAJOR EVENTS

Our team will work with the City to develop a timeline for implementing the strategic public relations plan that we will create. The implementation will include the development of a crisis communications plan. Following is a timeline of major events. Upon contract award, we will finalize the timeline in consultation with the City.

Month	Proposed Activity
2022	
July	Create framework for developing public relations and crisis communications plan.
August	Conduct communications audit and assess current PR scenarios.
September	Create crisis communications plan and action plan.
October	Develop public relations campaign.
November	Present plans to the City for review and approval.
December	Prepare to launch public relations campaign.
2023	
January	Formally launch public relations campaign.
January	Pitch positive stories to the media, including magazines, blog posts, newspapers, etc.
April - September	Monitor, measure and evaluate campaign.
September	Deliver final campaign report to the City for review and approval.

TAB 07:

PRICING OF SERVICES

RFP NO: 22-0614100

PRICE PROPOSAL FORM
PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below. Please note payments will be made on a monthly basis based on progress payments.

The City may award multiple firms as available, by description or task, or in its entirety, as deemed in the best interest of the City.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

ITEM	DESCRIPTION OF TASK	HOURLY RATE:	YEAR 1	YEAR 2	YEAR 3
1.	Marketing and Branding Plan	$ 100	$ 7,500	$ 7,500	$ 7,500
2.	Public Relations	$ 75	$ 7,500	$ 7,500	$ 7,500
3.	Press releases generation and distribution	$ 75	$ 7,500	$ 7,500	$ 7,500
4.	Social media account and management	$ 95	$ 7,500	$ 7,500	$ 7,500
5.	Email newsletter	$ 70	$ 7,500	$ 7,500	$ 7,500
6.	Email blasts	$ 70	$ 7,500	$ 7,500	$ 7,500
7.	Blogs	$ 70	$ 7,500	$ 7,500	$ 7,500
8.	Websites	$ 70	$ 7,500	$ 7,500	$ 7,500
9.	Specialized marketing	$ 100	$ 7,500	$ 7,500	$ 7,500
10.	Promotional services	$ 70	$ 7,500	$ 7,500	$ 7,500
11.	Crisis management	$ 100	$ 7,500	$ 7,500	$ 7,500
12.	Consultation services	$ 85	$ 7,500	$ 7,500	$ 7,500
13.	Photography	$ 80	$ 7,500	$ 7,500	$ 7,500
14.	Videography	$ 80	$ 7,500	$ 7,500	$ 7,500
TOTAL PER YEAR:			$ 105,000	$ 105,000	$ 105,000

ADDITIONAL SERVICES:

PLEASE DESCRIBE BELOW IN ROWS 1-4:

ITEM	DESCRIPTION OF TASK	HOURLY RATE:	YEAR 1	YEAR 2	YEAR 3
1.	Event Management	$ 75	$ 7,500	$ 7,500	$ 7,500
2.	Community Outreach	$ 75	$ 7,500	$ 7,500	$ 7,500
3.		$	$	$	$
4.		$	$	$	$

SUBMITTED THIS 14 DAY OF June 2022.

BID SUBMITTED BY:

The Brand Advocates, Inc.
Company

(305) 671-3177
Telephone Number

Tasha Cunningham
Name of Person Authorized to Submit Bid

N/A
Fax Number

Tasha Cunningham
Signature

tasha@thebrandadvocates.com
Email Address

Title

TAB 08:

REFERENCES

REFERENCES

The Brand Advocates (TBA) team understands that successfully managing this contract requires responsiveness, flexibility and most importantly, availability. Our management style is built on four essential tenets that serve as the foundation of our management plan. First, we provide proactive communication with our clients. We anticipate client needs, assess risk and recommend cost-effective solutions to solve problems and resolve issues.

Next, we offer results-oriented, responsive service. Working in conjunction with the City, we will develop strategies and techniques to achieve desired results, all while carefully monitoring the contract budget and watching the county's bottom line. We track and manage stakeholder interactions so our client's are never blindsided or caught unaware of an issue. It is imperative that issues are resolved in a timely manner at the City before they escalate to individual elected officials or the media. We will present documented results of our outreach efforts in weekly reports. We maintain a collaborative dialogue with our clients. Whether it is with other consultants or City staff, the TBA team will work collaboratively to achieve the best results.

Lastly, we are fiscally responsible on all contracts we manage. We know that public sector budgets are tight and consultants are encouraged to develop cost-saving strategies for the City to increase productivity. We track labor and direct costs on a weekly basis. We document these costs in weekly financial reports. All team members are required to produce timesheets to account for the time spent providing services on behalf of the District. Everything from the cost developing collateral materials, to the budget for producing a ribbon-cutting ceremony or public meeting is planned and accounted for, which makes tracking available resources easy.

Our overall accuracy in terms of time estimation, resource allocation, and budgeting comes from our lessons learned and transferred from one successfully completed task to another on numerous public sector projects throughout the State of Florida.

We are proud to provide the following references, as required by the RFP.

REFERENCES

City of Kissimmee Gateway Airport

Shaun Germolus, Aviation Director
Phone: 407-518-2516
Email: sgermolus@kissimmee.org

Hard Rock Pedestrian Bridge Project

Brenton Daily, P.E.
Phone: 407-331-6116 ext. 125
Email: bdaily@baeonline.com

Jackson Health Foundation

Charmaine Gatlin, Chief Operating Officer and Executive Vice President
Phone: 404-428-5028
Email: charmaine.gatlin@jhfmiami.org

TAB 09:

ADDITIONAL FORMS

RFP NO. 22-0614100

PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES

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: The Brand Advocates, Inc.

   Address: 1951 NW 7th Avenue, Suite 600

   City, State, Zip: Miami, FL 33136 Phone/Fax: (305) 671-3177

2. Check One: Corporation (X) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 01/01/1998 State in which Incorporated: FL

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:**

   Courtney Cunningham January 1, 1998

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: 25 years

7. The length of time (continuous) in business as a service organization in Florida:
   25 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. See references section of RFP response.

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.*

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6225841

RECEIPT NO.
RENEWAL
6490395

EXPIRES
SEPTEMBER 30, 2022

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
THE BRAND ADVOCATES INC
1951 NW 7TH AVE STE 600
MIAMI, FL 33136-1128

OWNER
CUNNINGHAM COMMUNICATIONS
CONSULTING CORP
C/O COURTNEY CUNNINGHAM
1

SEC. TYPE OF BUSINESS
212 CONSULTANT

PAYMENT RECEIVED BY TAX COLLECTOR
69.00 11/04/2021
INT-22-043128

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

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, County, State, Federal, or other 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 *Tasha Cunningham*

Printed Name Tasha Cunningham

CITY OF OPA-LOCKA
RFP NO. 22-0614100

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 Tasha Cunningham the
(Name)
Managing Partner of The Brand Advocates, Inc.
(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.

June 14, 2022 Tasha Cunningham
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 PROPOSER 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 PROPOSER 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 PROPOSER, 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 PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, 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 PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____	By: _____
Witness	Signature
_____	_____
Witness	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: Tasha Cunningham

Title: Managing Partner

State of Florida County of _____
The foregoing instrument was acknowledged before me via ■ physical presence OR ■ online notarizations this _____ day of _____, 2022.
By _____
Personally known _____ OR produced identification _____

_____
Notary Public
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-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/subcompanies/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: The Brand Advocates, Inc.

Authorized Signature: *Tasha Cunningham*

Print Name: Tasha Cunningham

Title: Managing Partner

Date: June 14, 2022

DIVISION OF CORPORATIONS

Fictitious Name Detail

Fictitious Name

THE BRAND ADVOCATES, INCORPORATED

Filing Information

Registration Number	G15000128856
Status	ACTIVE
Filed Date	12/21/2015
Expiration Date	12/31/2025
Current Owners	1
County	MIAMI-DADE
Total Pages	3
Events Filed	2
FEI/EIN Number	65-0818493

Mailing Address

1951 NW 7TH AVENUE, SUITE 300
MIAMI, FL 33136

Owner Information

CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY
1951 NW 7TH AVENUE, SUITE 300
MIAMI, FL 33136
FEI/EIN Number: 65-0818493
Document Number: P98000001949

Document Images

12/21/2015 -- Fictitious Name Filing View image in PDF format

08/24/2020 -- Fictitious Name Renewal Filing View image in PDF format

05/23/2018 -- CHANGE NAME/ADDRESS View image in PDF format

Florida Department of State, Division of Corporations

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY

Filing Information

Document Number	P98000001949
FEI/EIN Number	65-0818493
Date Filed	01/08/1998
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	12/09/2015
Event Effective Date	NONE

Principal Address

1951 NW 7 AVENUE, SUITE 300
MIAMI, FL 33136

Changed: 05/22/2018

Mailing Address

1951 NW 7 AVENUE, SUITE 300
MIAMI, FL 33136

Changed: 05/22/2018

Registered Agent Name & Address

J. COURTNEY CUNNINGHAM, PLLC
8950 SW 74th Court, Suite 2201
MIAMI, FL 33136

Name Changed: 05/22/2018

Address Changed: 05/22/2018

Officer/Director Detail

Name & Address

Title P

CUNNINGHAM, COURTNEY
1951 NW 7 AVENUE, SUITE 300
MIAMI, FL 33136

Title V

CUNNINGHAM, TASHA
1951 NW 7 AVENUE, SUITE 300
MIAMI, FL 33136

Annual Reports

Report Year	Filed Date
2020	01/27/2020
2021	01/19/2021
2022	01/27/2022

Document Images

01/27/2022 -- ANNUAL REPORT	View image in PDF format
01/19/2021 -- ANNUAL REPORT	View image in PDF format
01/27/2020 -- ANNUAL REPORT	View image in PDF format
02/27/2019 -- ANNUAL REPORT	View image in PDF format
05/22/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2018 -- ANNUAL REPORT	View image in PDF format
05/01/2017 -- ANNUAL REPORT	View image in PDF format
05/05/2016 -- ANNUAL REPORT	View image in PDF format
09/15/2015 -- ANNUAL REPORT	View image in PDF format
06/23/2014 -- ANNUAL REPORT	View image in PDF format
04/13/2013 -- ANNUAL REPORT	View image in PDF format
01/16/2012 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
04/06/2009 -- ANNUAL REPORT	View image in PDF format
07/08/2008 -- ANNUAL REPORT	View image in PDF format
05/01/2007 -- ANNUAL REPORT	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
01/20/2004 -- ANNUAL REPORT	View image in PDF format
03/06/2003 -- ANNUAL REPORT	View image in PDF format
01/19/2000 -- ANNUAL REPORT	View image in PDF format
02/23/1999 -- ANNUAL REPORT	View image in PDF format
01/08/1998 -- Domestic Profit	View image in PDF format

Sponsored by: City Commission

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION NO. 19-9649 TO ALLOW THE CITY COMMISSION TO REVISE THE GUIDELINES FOR THE CITY OF OPA-LOCKA EDUCATIONAL SCHOLARSHIP PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 24, 2019 the City of Opa-Locka City Commission approved Resolution No. 19-9649, adopting the guidelines for the City of Opa-Locka Educational Scholarship Program; and

WHEREAS, the mission of the City of Opa-Locka Scholarship is to support aspiring graduating high school students looking to achieve a higher education by providing financial assistance.

WHEREAS, at the June 22, 2022 Regular Commission Meeting the City Commission of the City of Opa-Locka, the City Commissioners discussed amend the previous legislation to allow for revisions to the guidelines, as attached hereto as Exhibit "A"; and

WHEREAS, the guidelines expressly provide, "The City reserves the right to modify the Scholarship Program as it deems necessary"; and

WHEREAS, the City of Opa-Locka City Commission approved in its Fiscal Year 2021-2022 annual budget an Educational Scholarship Program for High School Seniors who are residents of the City and wish to pursue post-secondary education; and

WHEREAS, the City Commission finds that it is in the best interest of the City of Opa-Locka and its residents to amend Resolution No. 19-9649 to allow for revisions to the guidelines.

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 amends Resolution No. 19-

9649 to allow for revisions to the guidelines of the City of Opa-Locka's Educational Scholarship Program as 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 following review by the City Attorney and 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 Governor's designee.

PASSED and **ADOPTED** this ____ day of _____ 2022.

_____
Veronica J. Williams, Mayor

Attest:

_____
Joanna Flores, City Clerk

Approved as to Form And Legal Sufficiency:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:				**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*07/27/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
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**	**Yes** / **No**
						X	X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	City Commission		**Department:** City Commission		City Commission		

Short Title:

A resolution amending Resolution No. 19-9649 to allow the City Commission to revise the guidelines for the City of Opa-locka Educational Scholarship Program.

Staff Summary:

On April 24, 2019 the City of Opa-locka City Commission approved legislation adopting the guidelines for the City of Opa-locka Educational Scholarship Program.

During a discussion at the June 22, 2022 Regular Commission Meeting the City Commission thought it was in the City's best interest to amend the previous legislation to allow for revisions to the guidelines.

The City of Opa-locka City Commission approved in its Fiscal Year 2021-2022 annual budget an Educational Scholarship Program for High School Seniors who are residents of the City and wish to pursue post-secondary education.

The mission of the City of Opa-locka Scholarship is to support aspiring graduating high school students looking to achieve a higher education by providing financial assistance.

Financial Impact

The total allocation is $5,000 and is payable from Account No. 10-511545.

Proposed Action:

Staff recommends approval.

Attachment:

City of Opa-locka
Agenda Cover Memo

Department Director:				**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*07/27/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
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**	**Yes** / **No**
						X	X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	City Commission		**Department:** City Commission		City Commission		

Short Title:

A resolution amending Resolution No. 19-9649 to allow the City Commission to revise the guidelines for the City of Opa-locka Educational Scholarship Program.

Staff Summary:

On April 24, 2019 the City of Opa-locka City Commission approved legislation adopting the guidelines for the City of Opa-locka Educational Scholarship Program.

During a discussion at the June 22, 2022 Regular Commission Meeting the City Commission thought it was in the City's best interest to amend the previous legislation to allow for revisions to the guidelines.

The City of Opa-locka City Commission approved in its Fiscal Year 2021-2022 annual budget an Educational Scholarship Program for High School Seniors who are residents of the City and wish to pursue post-secondary education.

The mission of the City of Opa-locka Scholarship is to support aspiring graduating high school students looking to achieve a higher education by providing financial assistance.

Financial Impact

The total allocation is $5,000 and is payable from Account No. 10-511545.

Proposed Action:

Staff recommends approval.

Attachment:

Sponsored by: City Commission

RESOLUTION NO. 19-9649

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE GUIDELINES FOR THE CITY OF OPA-LOCKA EDUCATIONAL SCHOLARSHIP PROGRAM AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved in its Fiscal Year 2018-2019 annual budget an educational scholarship program; and

WHEREAS, the City Commission believes it is in the best interest of the City to adopt the guidelines for the City of Opa-locka Educational Scholarship Program as set forth in Exhibit "A".

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

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

Section 2. AUTHORIZATION
The City Commission hereby adopts the guidelines for the City of Opa-locka Educational Scholarship Program as set forth in 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.

Resolution No. 19-9649

PASSED AND ADOPTED this 24th day of April, 2019.

Matthew A. Pigatt
Mayor

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

THE BROWN LAW GROUP, LLC
City Attorney

Moved by:	COMMISSIONER BURKE
Seconded by:	COMMISSIONER KELLEY
Commissioner Vote:	5-0
Commissioner Kelley:	YES
Commissioner Bass:	YES
Commissioner Burke:	YES
Vice Mayor Davis:	YES
Mayor Pigatt:	YES

City of Opa-Locka
Agenda Cover Memo

Office of the City Clerk:	Joanna Flores, City Clerk						
Commission Meeting Date:	04/24/2019		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
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**	**Yes**	**No**
						x		x
Funding Source: *10-511545*	*(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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communcation** ☐				
Sponsor Name	City Clerk		**Department:** Office of the City Clerk				

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE GUIDELINES FOR THE CITY OF OPA-LOCKA EDUCATIONAL SCHOLARSHIP PROGRAM AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

City of Opa-locka City Commission approved in its Fiscal Year 2018-2019 annual budget an educational scholarship program for high school seniors who are residents of the City and wish to pursue post-secondary education.

The mission of the City of Opa-locka Scholarship is to support aspiring graduating high school students looking to achieve a higher education by providing financial assistance.

The vision of the City of Opa-locka Scholarship is to provide opportunities for Opa-locka youth to pursue a college education and in turn create future leaders committed to the betterment of the community through citizenship, integrity and community involvement.

Five (5) scholarships in the amount of $1,000.00 each will be awarded to graduating high school seniors who are residents of the City of Opa-locka.

The total allocation is $5,000.00 and is payable from account no. 10-511545.

Proposed Action:

Approval is recommended

Attachment:

1. Scholarship program advertisement
2. Scholarship program criteria and requirements
3. Scholarship program application

City of Opa-locka Educational Scholarship Program
Now Accepting Applications

Opa-locka, FL – The City of Opa-locka is excited to announce that we are now accepting applications for the 2019 City of Opa-locka Scholarship Program, presented by the City of Opa-locka. Five (5) scholarships in the amount of $1,000 each will be awarded to graduating high school seniors who are residents of the City of Opa-locka.

All applications must be received at City Hall by Friday, May 31, 2019. The City of Opa-locka Community Relations, Recreation and Activities Advisory Board will make their selection of the five (5) recipients at their June board meeting. The winners will be announced at the City Commission Meeting on Wednesday, June 12, 2019.

Interested High School Seniors should contact the Office of the City Clerk for further information via telephone (305) 953-2800 or email jflores@opalockafl.gov.

OPA-LOCKA EDUCATIONAL SCHOLARSHIP PROGRAM

The City of Opa-locka has established a scholarship fund to provide financial assistance to qualified residents who wish to pursue post-secondary education.

The City of Opa-locka Scholarship was created to assist high school seniors advancing in their career through five (5) scholarship opportunities. Applicants who reside in the City of Opa-locka meeting all the requirements will be eligible to receive an award of up to $1.000. The scholarships may be awarded as follows:

Opportunity 1	High School Senior	(5) - $1.000

Applicants are eligible to apply to one of the scholarship opportunities. The City will send awards directly to the applicant's school of choice upon receipt of registration verification to an accredited college, university or trade school to assist in tuition, fees, room & board and books.

Mission

The mission of the City of Opa-locka Educational Scholarship is to support aspiring graduating high school students looking to achieve a higher education by providing financial assistance.

Vision

The vision of the City of Opa-locka Scholarship is to provide opportunities for Opa-locka youth to pursue a college education and in turn create future leaders committed to the betterment of the community through citizenship, integrity and community involvement

Guidelines

Applications can be obtained online at www.opalockafl.gov or at City of Opa-locka City Clerk's Office. 780 Fisherman Street, 4th Floor Opa-locka, Florida. Applications must be filled out completely. Any incomplete applications will be disqualified from the application process

All applicants must submit the following

- Completed Application.
- Three (3) reference letters from non-relatives. At least one letter must be from a school official.
- One (1) official transcript
- Essay (750 words maximum)

Qualifications

- Must be a resident of Opa-locka
- Must be a high school senior
- A minimum cumulative GPA of 2.75
- Demonstrate leadership at school or in the community
- Provide evidence of acceptance to an accredited college, university or trade school, and

Requirements

All applicants awarded a scholarship must meet the following requirements.

- Proof of Acceptance to Accredited College, University or Trade School

All applicants awarded a scholarship will be required to provide proof of acceptance to an accredited college, university or trade school. A receipt of registration verification is required before any funds are disbursed directly to the applicant's school of choice. If evidence is not provided the scholarship is forfeited.

• Proof of Residency

Scholarship recipients must be residents of the City of Opa-locka. Awardees will be required to provide two (2) proofs of residency. Proofs must be under the applicants name or parent's name if the applicant is a dependent student. Acceptable proofs of Opa-locka residency include but are not limited to:

- Utility Bill
- Driver's License or Identification
- Passport

Basis for Selection

Applicants will be selected based on the following items:

- Academic Achievement;
- Dedication to extracurricular activities and or community involvement;
- One-page essay; and
- Interview

Each application will be evaluated and ranked based on the applicant's academic achievement, community involvement or extracurricular activities, and interview. Applications will be reviewed by the Scholarship Selection Committee consisting of members of the City of Opa-locka Community Relations, Recreations and Activities Advisory Board. All decisions of the committee will be final.

Disbursement of Awards

The City will distribute funds directly to the applicant's school of choice upon receipt of registration verification to an accredited college or university.

GENERAL SCHOLARSHIP PROGRAM CONDITIONS:

a. The City reserves the right to withdraw or cancel the Scholarship Program at any time without prior notice.

b. The City reserves the right to postpone the Scholarship Program at any time.

c. The City reserves the right to seek clarification of information submitted in response to the Scholarship Program Application.

d. The City reserves the right to modify the Scholarship Program as it deems necessary.

e. Any material misrepresentations made by the applicant(s) will void the application and eliminate the applicant from further consideration.

f. The City reserves the right to take all reasonable and appropriate steps to recover diverted funds.

For More Information
Questions regarding this scholarship application should be submitted to:

Joanna Flores, City Clerk
City of Opa-locka
780 Fisherman Street
Opa-locka, FL 33054
(305)953-2800 2801
jflores@opalockafl.gov

CITY OF OPA-LOCKA EDUCATIONAL SCHOLARSHIP PROGRAM

Presented by the City of Opa-locka

NAME	DATE OF BIRTH
HOME ADDRESS	HOME PHONE
EMAIL ADDRESS	CELL PHONE
HIGH SCHOOL	COLLEGE OR UNIVERSITY

BRIEFLY DESCRIBE YOUR COMMUNITY SERVICE EXPERIENCE, EXTRACURRICULAR AND/OR LEADERSHIP ACTIVITIES:

_____

_____

_____

_____

_____

ESSAY REQUIREMENT

Please attach typed essay (750 words maximum) to this application. Explain in your own words, Why are you a good candidate to receive this award. The student must demonstrate academic achievement and community service commitment and identify future goals.

RESIDENCY REQUIREMENT

Students MUST be residents of the City of Opa-locka to qualify for the scholarship. Non-residency is an automatic disqualification.

RECOMMENDATION REQUIREMENT

Please attach three letters of recommendation to this application from non-relatives. At least one letter must be from a school official (i.e. teacher, coach, counselor, school administrator, etc).

TRANSCRIPT REQUIREMENT

Please attach an official sealed high school transcript to this application. Please request your Social Security number be blacked out.

APPLICANT'S SIGNATURE	DATE
PARENT'S SIGNATURE	DATE

Sponsored by: City Commission

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ALLOCATE FIFTY THOUSAND DOLLARS ($50,000.00) FOR A SUMMER YOUTH EMPLOYMENT PROGRAM WITH CAREERSOURCE SOUTH FLORIDA, PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City of Opa-Locka ("City") to create as many summer jobs for City of Opa-Locka youth as reasonably practicable; and

WHEREAS, to that end, the City Commission desires to expend Fifty Thousand Dollars ($50,000.00) matching funds with CareerSource South Florida for the provision of Summer Youth employment opportunities for resident youth pursuant to the terms and conditions set forth in Exhibit "A" hereto.

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

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

SECTION 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby directs the City Manager to allocate Fifty Thousand Dollars ($50,000.00) for a Summer Youth Employment Program with CareerSource South Florida, pursuant to the terms and conditions set forth in Exhibit "A" hereto.

SECTION 4. EFFECTIVE DATE.
This Resolution shall be effective immediately upon adoption and approval by the Governor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this _____ day of July, 2022.

_____
Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	*07.13.2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**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**	**Yes**	**No**
						X		
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☒ **Bus. & Economic Dev** ☐ **Public Safety** ☒ **Quality of Education** ☐ **Qual. of Life & City Image** ☒ **Communication** ☐					
Sponsor Name	City Commission		**Department:** City Commission					

Short Title:

A resolution of the City Commission of the City of Opa-locka directing the City Manager to allocate $50,000 for a Summer Youth Employment Program with South Florida Workforce Investment Board.

Staff Summary:

The City desires to expend $50,000 matching funds with South Florida Workforce Investment Board (Career Source Florida) for Summer Youth employment opportunities for resident youth in the City of Opa-locka.

It is the desire of the City to create as many summer jobs for the youth as reasonably practicable.

Financial Impact – This will be funded from the Non-Department division, Other Professional Services, which has $195,707 available.

Proposed Action:

Staff recommends that the City Commission approve this resolution directing the City Manager to allocate $50,000 as its share of a program with the South Florida Workforce Investment Board to employ City youth for the summer. Upon approval of this legislation, staff will move forward with the South Florida Workforce Investment Board to inform and encourage the City's youth to participate in this program.

Attachment:

YOUTH EMPLOYMENT PROGRAM FUNDING AGREEMENT

This AGREEMENT ("Agreement") is entered into this ____ day of July 2022 between the **City Opa-Locka** (the "CITY"), having an address of 780 Fisherman Street, 4th Floor, Opa-Locka, FL 33054, and **Careersource South Florida** (the "CSF" or "Contractor") having an address of 7300 Corporate Center Drive, Suite 500, Miami, FL 33126 (Collectively referred to as the "Parties").

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY desires to provide funding for a Summer Youth Employment Program ("Program"); and

1.2 The parties agree that students who participate in the Program shall be residents of the City of Opa-Locka between the ages of 15 and 18; and

1.3 This program shall involve businesses within the CITY desiring to participate by providing training opportunities for participants of the program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 2
SCOPE OF WORK

2.1 The duties and responsibilities required by this agreement shall be set forth in Exhibit "A" and according to the timeline set forth in Exhibit "B".

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

ARTICLE 3
COMMENCEMENT AND TERM

3.1 The services contemplated by this project shall commence on June 13, 2022 and shall end on December 31, 2022.

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work to be completed in accordance with the Agreement requirements and in an amount of Fifty Thousand Dollars ($50,000.00).

4.2 CONTRACTOR shall be responsible for payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City of Opa-Locka's Finance Department for payment and may have to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation from the City Commission.

D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all

claims by the CITY other than those arising from unsettled liens, or from requirements of the specifications. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on this sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 CONTRACTOR shall review evidence to ensure that businesses who participate under this program have secured the necessary insurance requirements as specified herein.

5.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to CONTRACTOR's commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

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

5.5 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.6 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions

removed, with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

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

ARTICLE 6
CONTRACTOR'S INDEMNIFICATION

6.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

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

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

ARTICLE 7
INDEPENDENT CONTRACTOR

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

ARTICLE 8
TERMINATION

8.1. This Agreement shall remain in effect for until December 31, 2022.

8.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 9
MISCELLANEOUS

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

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

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

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

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

9.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

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

consideration.

9.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

FOR SOUTH FLORIDA WORKFORCE INVESTMENT BOARD:

Rick Beasley, Executive Director
South Florida Workforce Investment Board, Inc.
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

FOR THE CITY OF Opa-Locka:
Darvin Williams, Interim City Manager
780 Fisherman Street, Fourth Floor
Opa-Locka, FL 33054

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

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

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

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

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

permitted by law.

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

9.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

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

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

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

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

CITY OF OPA-LOCKA

ATTEST:

_____ BY: _____

Joanna Flores, City Clerk Veronica Williams, Mayor

APPROVED AS TO FORM

_____ _____

Burnadette Norris-Weeks, City Attorney Darvin Williams, Interim City Manager

CONTRACTOR

WITNESSES:

_____

_____

BY: _____
Rick Beasley
Careersource South Florida

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __day of _____, 2022.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT “A”

1. DUTIES AND RESPONSIBILITIES.

A. Duties of the CITY.

1. The CITY shall pay the CSF upon receipt and approval of documentation that provides the identity of eligible youth participating in the Program, hourly wage paid to the youth and the number of hours the youth worked or attended work skills training.

2. The CITY shall have no obligation to pay any monies until the CSF transmits all required documentation. The CITY shall pay the CSF within thirty (30) days of receipt of such documentation.

3. The CITY shall only pay the SFWIB for the hours youth attended in work skills training and hours worked at various worksites.

4. In no event shall any of the youth who participate in the Program be deemed employees of the CITY or the CSF.

5. Any funds that are not used by CSF to fund the Program as set forth herein shall be repaid to the City.

B. Duties of the CSF

1. Provide matching funds of up to **Fifty Thousand Dollars ($50,000)** to be paid towards participant costs.

2. Register City of Opa-Locka youth residents ages 15-18 into the Program.

3. Recruit and engage businesses in the City of Opa-Locka to participate in the Program.

4. Collect documentation and maintain data about Program participants as proof of Program eligibility.

5. Provide 140 hours of paid work experience, which includes 20 hours of Pre-Employment Work Readiness Training, to all youth participants working with local businesses in the City of Opa-Locka. All youth will be paid $13.88 per hour (no overtime permitted).

6. Provide a detailed report to the CITY that identifies the businesses and youth participating in the Program no later than December 31, 2022.

7. Provide a detailed cost reimbursement invoice to the CITY that specifies how CITY funding was expended.

8. Monitor Program activity and performance of the businesses and report Program activity and performance to the CITY.

9. Maintain appropriate documentation such as proof of residency, U.S. citizenship or authorization to work in U.S, and proof of age all participants in the Program. Such documentation consists of a utility bill (water, cable, FPL, telephone) current lease agreement, voters registration card, health insurance card, current state of Florida issued ID/ driver license, school picture ID, current state of Florida vehicle registration, current U.S. issued passport, birth certificate, social security card or other supporting documents that may be used to determine residency, income, age, and citizenship.

10. Seek to ensure the safety of all youth who participate in the Program.

11. Deliver services to include intake, eligibility determination, work readiness and referral to work sites for youth ages 15-18 and as otherwise pursuant to this agreement.

EXHIBIT "B"
TIMELINE

1. IMMEDIATELY AFTER APPROVAL OF LEGISLATION, STAFF OF THE CITY OF OPA-LOCKA AND CAREERSOURCE SOUTH FLORIDA WILL BEGIN IMMEDIATE MARKETING.

2. THE PROGRAM WILL BE CLOSED AFTER 40 OPA-LOCKA YOUTH ARE ACCEPTED AND CSF SHALL NOTIFY CITY OF SAME.

3. UPON ACCEPTANCE INTO THE PROGRAM, ALL YOUTH MUST COMPLETE 20 HOURS OF WORK READINESS SKILLS TRAINING WITH CAREERSOURCE SOUTH FLORIDA.

4. AFTER THE COMPLETION OF 20 HOURS TRAINING, YOUTH WILL BE PLACED AT WORK FACILITIES, TO INCLUDE BUSINESSES WITHIN THE CITY AS WELL AS CITY OFFICES. CITY STAFF SHALL RECEIVE DOCUMENTATION DISPLAYING WHERE YOUTH ARE PLACED NO LATER THAN SEPTEMBER 30, 2022.

5. YOUTH MAY REMAIN WORKING AFTER SCHOOL STARTS (WEEKENDS) TO ENSURE THEY MEET THEIR 140 HOURS. THE CITY SHALL BE NOTIFIED OF ALL YOUTH WHO REMAIN WORKING AFTER SCHOOL STARTS.

6. AT THE END OF THE PROGRAM THE CITY OF OPA-LOCKA WILL RECEIVE A DETAILED REPORT ALONG WITH AN INVOICE OF TOTAL COST DUE TO CAREERSOURCE SOUTH FLORIDA WITHIN THIRTY (30) DAYS.

Age Requirement: **15-18**

CITY OF OPA-LOCKA
SUMMER YOUTH EMPLOYMENT PROGRAM

BEGINS **JUNE 13, 2022** AND ENDS **SEPTEMBER 25, 2022**

The City of Opa-Locka and CareerSource South Florida launches its Summer Youth Employment Program. The program will assist youth between the ages of 15-18 gain an understanding about the workplace and appropriate employment skills by linking them to employers for work experience and career advice.

Through this initiative, eligible youth residing in Opa-Locka will earn $13.88 an hour for 140 hours to include 20 hours of Work Readiness Skills Training.

City of Opa-Locka
Summer Youth Employment Program
SCAN CODE TO REGISTER TODAY
or go to: https://iapps.careersourcesfl.com/syepol/
or call: 305-594-7615

CareerSource SOUTH FLORIDA

A proud partner of the AmericanJobCenter® network

CareerSource South Florida is an equal employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TDD equipment via Florida Relay 711.

Egzijans Laj: **15-18**

VIL OPA-LOCKA

PWOGRAM TRAVAY POU JÈN NAN ETE

KÒMANSE **13 JEN 2022** EPI FINI **25 SEPTANM 2022**

Vil Opa-Locka ak CareerSource South Florida lanse Pwogram Travay Pou Jèn Nan Ete li a. Pwogram sa ap ede jèn ki gen laj 15-18 an genyen yon konpreyansyon sou espas travay la ak konpetans apwopriye travay lè yo konekte yo ak anplwayè pou eksperyans travay ak konsèy sou karyè.

Atravè inisyativ sa a, jèn ki elijib ki abite nan Opa-Locka pral touche $13.88 pa èdtan pou 140 èdtan ki gen ladan l 20 èdtan Fòmasyon Konpetans Preparasyon pou Travay.

Vil Opa-Locka
Pwogram Travay Pou Jèn Nan Ete
ESKANE KÒD LA POU ENSKRI JODIA
oubyen ale sou: https://iapps.careersourcesfl.com/syepmg/
oubyen rele: 305-594-7615

CareerSource SOUTH FLORIDA

A proud partner of the AmericanJobCenter® network

CareerSource South Florida se yon anplwayè/pwogram egal. Èd ak sèvis oksilyè disponib sou demann pou moun ki gen andikap.
Moun k ap itilize ekipman TTY/TDD kapab kontakte tout nimewo telefòn vwa yo atravè Florida Relay 711.

Requisito de edad: **15-18**

CIUDAD DE OPA-LOCKA

PROGRAMA DE VERANO DE EMPLEO JUVENIL

COMIENZA **13 JUNIO, 2022** Y TERMINA **25 SEPTIEMBRE, 2022**

La ciudad de Opa-Locka y CareerSource South Florida lanza su Programa de Empleo Juvenil de Verano. El programa ayudará a los jóvenes entre las edades de 15 a 18 años a comprender el lugar de trabajo y las habilidades laborales adecuadas al vincularlos con empleadores para obtener experiencia laboral y asesoramiento profesional.

A través de esta iniciativa, los jóvenes elegibles que residen en Opa-Locka ganarán $13.88 por hora durante 140 horas que incluyen 20 horas de Capacitación en Habilidades de Preparación para el Trabajo.

Ciudad de Opa-Locka
Empleo Juvenil de Verano
ESCANEE EL CÓDIGO PARA REGISTRARSE HOY
o vaya a: https://iapps.careersourcesfl.com/syepol/
o llame al: 305-594-7615

CareerSource SOUTH FLORIDA

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CareerSource South Florida es un programa/empleador equitativo. Las ayudas y los servicios auxiliares están disponibles a pedido de las personas con discapacidades. Las personas que usan equipos TTY/TDD pueden comunicarse con todos los números de teléfono de voz a través de Florida Relay 711.

Sponsored by: City Clerk

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 IN THE CITY OF OPA-LOCKA FOR THE PURPOSE OF ELECTING A MAYOR AND TWO CITY COMMISSIONERS; FURTHER PROVIDING FOR A RUN-OFF ELECTION, IF REQUIRED, TO BE HELD ON DECEMBER 6, 2022; PROVIDING FOR CONDUCT OF SAID ELECTIONS BY MIAMI-DADE COUNTY ELECTIONS DEPARTMENT (MIAMI-DADE COUNTY); PROVIDING THAT VOTING PRECINCTS FOR SAID ELECTIONS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTIONS; PROVIDING FOR THE FORM OF BALLOT AND REGISTRATION IN ACCORDANCE WITH STATE LAW; PROVIDING FOR VOTER PARTICIPATION VIA VOTE-BY MAIL IN SAID ELECTIONS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. In accordance with provisions of the Charter and Code of the City of Opa-locka, Florida, a General Election is hereby called and directed to be held in the City of Opa-locka, Florida, from 7:00 a.m. to 7:00 p.m. on November 8, 2022, for the purpose of electing a Mayor and two City Commissioners, each of whom shall hold office for the terms as provided by law. If required, pursuant to provisions of the City Charter, a Run-Off Election shall be held from 7:00 a.m. to 7:00 p.m. on December 6, 2022.

Section 2. That the appropriate and proper Miami-Dade County election officials shall conduct this General Election and Run-Off Election hereby called, with acceptance of the certification of the results of the Elections to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of Opa-locka as soon as the ballots from all precincts have been tabulated.

Section 3. That the voting precincts in the City for this General Election and Run-Off Election shall be as established by the proper and appropriate Miami-Dade County election officials. All electors shall vote at the polling places and the voting precincts as determined by the Miami-Dade County election officials.

Section 4. Not less than thirty days' notice of the adoption of this Resolution and of its provisions calling this General Election and Run-Off Election shall be given by publication in the Miami Herald, a newspaper of general circulation in Opa-Locka, Miami-Dade County, Florida. Such publication shall be made in accordance with State Law and Section 8.5-3(b) of the Code of the City of Opa-locka.[1]

Section 5. The Notice of Elections shall be substantially in the following form:

CITY OF OPA-LOCKA, FLORIDA
NOTICE OF GENERAL ELECTION
AND RUN-OFF ELECTION, IF REQUIRED

Notice is hereby given that a General Election has been called by the City Commission of the City of Opa-locka, Florida, and will be held in said City from 7:00 a.m. until 7:00 p.m. on November 8, 2022, for the purpose of electing a Mayor and two (2) City Commissioners, each of whom shall hold office for the terms as

[1] Pursuant to City Code Section 8.5-3(b) "The City Commission shall authorize and direct the City Clerk to give notice of the adoption of such resolution and of the provisions thereof herein before prescribed, by and through the publication of an appropriate advertisements in a daily newspaper of general circulation in the city at least fifteen (15) days before the day upon which such municipal election is to be held."

provided by law. A Run-Off election, if required, shall be held from 7:00 a.m. to 7:00 p.m. on December 6, 2022.

The Notice shall further set forth pertinent information regarding eligibility of electors to participate in these Elections.

Section 6. The official ballot to be used in the General Election to be held on November 8, 2022, hereby called, shall be in substantially the following form:

"OFFICIAL BALLOT"

GENERAL ELECTION
FOR ELECTING THE MAYOR
AND TWO (2) CITY COMMISSIONERS
OF THE CITY OF OPA-LOCKA, FLORIDA
ON NOVEMBER 8, 2022

Opa-locka – Mayor
Vote for 1

(Insert names)

_____

_____

_____

Opa-locka – Commissioners
Vote for 2

(Insert names)

_____

_____

_____

Section 7. In the event a Run-Off Election is required to be held on December 6, 2022, the official ballot to be used at such Run-Off Election shall be in substantially the same form as the official ballot for the General Election in Section 6 above, except that the heading of the ballot for the Run-Off Election shall be in substantially the following form:

"OFFICIAL BALLOT"

**RUN-OFF ELECTION
FOR ELECTING THE MAYOR AND/OR
CITY COMMISSIONERS
OF THE CITY OF OPA-LOCKA, FLORIDA
ON DECEMBER 6, 2022**

Vote-by-mail ballots shall be issued in accordance with the election laws of the State of Florida pertaining thereto.

Section 8. Registration of persons desiring to vote in the General and Run-Off Elections shall be in accordance with the general law of the State of Florida governing voter registration. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Department. All questions concerning voter registration should be directed to the Miami-Dade County Elections Department, 2700 NW 87 Avenue, Miami, Florida 33172; Telephone: (305) 499-VOTE (8683).

Section 9. That voters participating via a Vote-by-Mail ballot in this General Election and/or Run-Off Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to such voting.

Section 10. That the City of Opa-locka shall pay all expenses for conducting this General Election and, if required, the Run-Off Election, and will pay to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

Section 11. The recitals to the preamble herein are incorporated by reference.

Section 12. This Resolution shall take effect upon adoption by the City Commission ***and is subject to final approval by the State of Florida Financial Oversight Board*** for the City of Opa-locka, FL to the extent appropriate.

PASSED AND ADOPTED this 27th day of July, 2022.

_____
Veronica Williams
Mayor

Attest to:

_____
Joanna Flores
City Clerk

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:

Seconded by:

VOTE:
Commissioner Bass
Commissioner Davis
Commissioner Dominguez
Vice-Mayor Taylor
Mayor Williams

City of Opa-Locka
Agenda Cover Memo

Office of the City Clerk:	Joanna Flores				*Joanna Flores*		
Commission Meeting Date:	07/27/2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
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**	**Yes** / **No**	
					x	x	
Funding Source: *Account#: 16-512312*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bi#:**				
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		x	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communcation** ☐				
Sponsor Name	City Clerk		**Department:** Office of the City Clerk		Office of the City Clerk		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 IN THE CITY OF OPA-LOCKA FOR THE PURPOSE OF ELECTING A MAYOR AND TWO CITY COMMISSIONERS; FURTHER PROVIDING FOR A RUN-OFF ELECTION, IF REQUIRED, TO BE HELD ON DECEMBER 6, 2022; PROVIDING FOR CONDUCT OF SAID ELECTIONS BY MIAMI-DADE COUNTY ELECTIONS DEPARTMENT (MIAMI-DADE COUNTY); PROVIDING THAT VOTING PRECINCTS FOR SAID ELECTIONS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTIONS; PROVIDING FOR THE FORM OF BALLOT AND REGISTRATION IN ACCORDANCE WITH STATE LAW; PROVIDING FOR VOTER PARTICIPATION VIA VOTE-BY MAIL IN SAID ELECTIONS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE

COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Section 5.1. - Municipal Elections.

A. Holding elections[.] The regular election for members of the commission and mayor shall be held on the first Tuesday after the first Monday in November of each even numbered calendar year.

F. What commissioners declared elected; how tie vote decided. At any regular municipal election held under the provisions of this charter, the candidates for the office of commissioner, in number equal to the number of commissioners to be elected, who shall have received the greatest number of votes cast, shall be declared elected. The candidate for Mayor receiving the greatest number of votes cast shall be declared elected. A tie between two (2) or more candidates for the office of commissioner shall be decided by a run-off election to be held within thirty (30) days of the certification of the results of the regular election. Similarly, a tie between two or more candidates for mayor shall be decided by a run-off election to be held within thirty (30) days of the certification of the results of the regular election. No runoff shall be held less than twenty-one (21) days after the regular election.

Pursuant to Sections 5.1(a) and 5.1(f) of the City of Opa-locka Charter, the City of Opa-locka General Election for the election of the mayor and two (2) city commissioners is scheduled to be held on Tuesday, November 8, 2022. A City of Opa-locka Run-Off Election, if necessary, is scheduled for Tuesday, December 6, 2022.

FINANCIAL INFORMATION

The Miami-Dade County Elections Department has provided the City Clerk with an estimate of $4,474.26 for the City's November 8, 2022 General Election (see estimate – General Election).

The Mami-Dade County Elections Department has provided the City Clerk with an estimate of $25,838.78 for the City's December 6, 2022 Run-Off Election, if required (see estimate – Run-Off Election).

Proposed Action:

Staff recommends approval

Attachment:

1. Estimate – General Election
2. Estimate – Run-Off Election

ESTIMATE

City of Opa Locka - Piggyback Election - November 2022

Joanna Flores, CMC
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa Locka, FL 33166

Estimate N°: OPA-PB-112022
Estimate Date: June 23, 2022

Registered Voters:	8,311	**Early Voting Days:**	
Precincts:	10	**Early Voting Sites:**	
Polling Places:	6		
Permanent Absentee Ballots:	1,745		

Personnel *Salaries & Fringe Benefits, Overtime, Poll Workers*	$	-
Polling Places *Security, Polling Place Rentals*		-
Supplies and Services *Election Supplies, Communication Charges, Absentee Ballots Set Up*		-
Trucks and Vehicles *Truck Rentals, GSA Vehicles*		-
Printing and Advertising *Absentee, Early Voting & Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads*		3,407.51
Postage *Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters*		-
Ballot Creation *In-House & Outside Contractual Services, Translations - Based on one question*		660.00
Administrative Overhead *Indirect Costs, Logic & Accuracy, Post-Election Audits*		406.75
Early Voting		-
***TOTAL**	$	4,474.26

* *Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.*

For more information, you may contact:

Raimundo Delgado
Manager, Administration and Finance
Miami-Dade Elections Department
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8424 E-mail: raimundo.delgado@miamidade.gov

ESTIMATE

City of Opa Locka Run-Off Election December 2022

Joanna Flores, CMC
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa Locka, FL 33166

Estimate N°: OPA-RO-1262022
Estimate Date: August 10, 2021

Registered Voters:	8,311	**Early Voting Days:**	0
Precincts:	10	**Early Voting Sites:**	0
Polling Places:	6		
Permanent Absentee Ballots:	1,745		

Personnel *Salaries & Fringe Benefits, Overtime, Poll Workers*	$ 10,059.50
Polling Places *Security, Polling Place Rentals*	4,300.00
Supplies and Services *Election Supplies, Communication Charges, Absentee Ballots Set Up*	583.35
Trucks and Vehicles *Truck Rentals, GSA Vehicles*	1,200.00
Printing and Advertising *Absentee, Early Voting & Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads*	3,656.84
Postage *Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters*	3,030.11
Ballot Creation *In-House & Outside Contractual Services, Translations - Based on one question*	660.00
Administrative Overhead *Indirect Costs, Logic & Accuracy, Post-Election Audits*	2,348.98
Early Voting	-
***TOTAL**	$ 25,838.78

* *Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.*

For more information, you may contact:

Raimundo Delgado
Manager, Administration and Finance
Miami-Dade Elections Department
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8424 E-mail: raimundo.delgado@miamidade.gov

Sponsored by: City Clerk

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A CITY OF OPA-LOCKA SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE, PROPOSED AMENDMENTS TO THE CITY CHARTER SECTION 2.3 - "MAYOR AND COMMISSION COMPENSATION"; PROVIDING FOR NOTICE OF ELECTION; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE CITY CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka has determined that it is in the best interest of the City for Charter Amendments to be submitted to the electorate at a referendum special election; and

WHEREAS, this Resolution is intended to be read consistently with Resolutions 22-007 and 22-008 to include all language required by the City of Opa-Locka's Charter and Florida law; and

WHEREAS, the proposed amendments shall be submitted to the electorate at the referendum special election to be held on November 8, 2022, as called and provided herein, and shall become effective upon approval by the electors:

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

Section 1. In accordance with provisions of the Charter and Code of the City of Opa-Locka, Florida, a Special Election is hereby called and directed to be held in the City of Opa-Locka, Florida, from 7:00 a.m. to 7:00 p.m. on November 8, 2022, for the purpose of submitting

to the electorate the proposed referendum ballot language concerning amendments to Section 2.3 - "Mayor and Commission Compensation"; and

Section 2. That the appropriate and proper Miami-Dade County election officials shall conduct this Special Election hereby called, with acceptance of the certification of the results of the Elections to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of Opa-Locka as soon as the ballots from all precincts have been tabulated.

Section 3. That the voting precincts in the City for this Special Election shall be as established by the proper and appropriate Miami-Dade County election officials. All electors shall vote at the polling places and the voting precincts as determined by the Miami-Dade County election officials.

Section 4. Not less than thirty days' notice of the adoption of this Resolution and of its provisions calling this Special Election shall be given by publication in the Miami Herald, a newspaper of general circulation in Opa-Locka, Miami-Dade County, Florida. Such publication shall be made once in the fifth week before the election and once in the third week before the election in accordance with the provisions of Section 100.342, Florida Statutes and the City Code.

Section 5. The Notice of Elections shall be substantially in the following form:

CITY OF OPA-LOCKA, FLORIDA
NOTICE OF CHARTER AMENDMENT SPECIAL ELECTION

Notice is hereby given that pursuant to Resolution No. _____ adopted by the City Commission of the City of Opa-Locka, Florida, a Special Election has been called and ordered to be held within the City of Opa-Locka on Tuesday, November 8,

2022, between the hours of 7:00 a.m. and 7:00 p.m., at which time the following ballot questions shall be submitted to the qualified electors of the City:

Question 1

Amending compensation for mayor and city commissioners, providing for life insurance and medical insurance

Shall the City of Opa-Locka's Charter be amended to increase compensation for the mayor and commissioners from $550.00 per month to $1,000.00 per month? Further, shall the Charter be amended to provide for life insurance and medical insurance for the mayor and commissioners with all provisions, if approved, to become effective thirty (30) days following the conclusion of any state financial oversight?

_____Yes

_____No

Question 2

Amending compensation to provide for life insurance, medical insurance and monthly vehicle stipend

Shall the City of Opa-Locka's Charter be amended to increase compensation for the mayor and commissioners from $550.00 per month to $1,000.00 per month? Further, shall the Charter be amended to provide for life insurance and medical insurance for the mayor and commissioners, and provide for $300.00 monthly vehicle stipend for the mayor and commissioners with all provisions, if approved, to become effective thirty (30) days following the conclusion of any state financial oversight?

_____Yes

_____No

Section 6. The form of ballot for the charter amendments special election provided in Section 5 of this Resolution shall be substantially as follows:

"OFFICIAL BALLOT"

SPECIAL ELECTION
NOVEMBER 8, 2022

Question 1

Amending compensation for mayor and city commissioners, providing for life insurance and medical insurance

Shall the City of Opa-Locka's Charter be amended to increase compensation for the mayor and commissioners from $550.00 per month to $1,000.00 per month? Further, shall the Charter be amended to provide for life insurance and medical insurance for the mayor and commissioners with all provisions, if approved, to become effective thirty (30) days following the conclusion of any state financial oversight?

_____Yes

_____No

Question 2

Amending compensation to provide for life insurance, medical insurance and monthly vehicle stipend

Shall the City of Opa-Locka's Charter be amended to increase compensation for the mayor and commissioners from $550.00 per month to $1,000.00 per month? Further, shall the Charter be amended to provide for life insurance and medical insurance for the mayor and commissioners, and provide for $300.00 monthly vehicle stipend for the mayor and commissioners with all provisions, if approved, to become effective thirty (30) days following the conclusion of any state financial oversight?

_____Yes

_____No

Section 7. The form of the ballot to be used in this Special Election and its preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

Section 8. Charter Amendment Text; Effectiveness. The text of the proposed Charter amendment (the "Charter Amendment(s)") are set is forth in Resolution 22-007 and Resolution 22-008. The Charter Amendment(s) shall become effective if the majority of the qualified electors of the City voting on the Charter Amendment vote for its adoption, and it shall be considered adopted and effective thirty (30) days after the City is no longer under state financial

oversight. Following the adoption of the Charter Amendment(s), the City Clerk shall file the adopted Charter Amendment(s) with the Clerk of the Circuit Court of Miami- Dade County, Florida.

Section 9. Available for Public Inspection - Copies of this Resolution, as well as Resolution 22-007 and Resolution 22-008 providing for the special election referendum are on file in the Office of the City Clerk located at 780 Fisherman Street, 4th Floor, Opa-Locka, Florida and are available for public inspection during regular business hours.

Section 10. Registration of persons desiring to vote in the Special Election shall be in accordance with the general laws of the State of Florida governing voter registration. The Miami-Dade County Supervisor of Elections will register voters for the Special Election until 5:00 p.m. on October 11, 2022. All persons eligible to vote in the Special Election must be registered before the time and date set forth herein or have registered previously, as provided by law. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Department. All questions concerning voter registration should be directed to the Miami-Dade County Elections Department, 2700 NW 87 Avenue, Miami, Florida 33172; Telephone: (305) 499-VOTE (8683).

Section 11. That voters participating via a Vote-by-Mail ballot in this Special Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to such voting.

Section 12. That the City of Opa-Locka shall pay all expenses for conducting this Special Election to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

Section 13. The recitals to the preamble herein are incorporated by reference.

Section 14. This resolution shall take effect upon adoption by the City Commission ***and is subject to final approval by the State of Florida Financial Oversight Board*** for the City of Opa-Locka, FL to the extent appropriate.

PASSED AND ADOPTED this 27th day of July, 2022.

_____
Veronica Williams
Mayor

Attest to:

_____
Joanna Flores
City Clerk

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:

Seconded by:

VOTE:
Commissioner Bass
Commissioner Davis
Commissioner Dominguez
Vice-Mayor Taylor
Mayor Williams

RESOLUTION NO. 22-007

A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO INCREASE THE COMPENSATION FOR THE MAYOR AND COMMISSION MEMBERS FROM FIVE HUNDRED AND FIFTY DOLLARS PER MONTH TO ONE THOUSAND DOLLARS PER MONTH; PROVIDING FOR LIFE INSURANCE AND MEDICAL INSURANCE; PROVIDING FOR AN EFFECTIVE DATE 30 DAYS FOLLOWING THE CONCLUSION OF STATE FINANCIAL OVERSIGHT; STATING THE REFERENDUM QUESTION; STATING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; STATING THE DATE ON WHICH THE REFERENDUM WILL BE HELD; PROVIDING AN EFFECTIVE DATE FOR THE CHARTER AMENDMENT, IF APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, during a City Commission meeting held on July 13, 2022, the City Commission of the City of Opa-Locka, Florida approved a recommendation of the City's Charter Review Board for a referendum question to go before qualified voters of the City of Opa-Locka for the Mayor and City Commission members to receive an increase in compensation from Five Hundred and Fifty Dollars ($550.00) per month to One Thousand Dollars ($1,000.00) per month; to further provide for life insurance and medical insurance for the Mayor and City Commission members; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida further accepts the recommendation of the Charter Review Board that if approved by the qualified voters, that changes to the Charter, as set forth herein, will only become effective

thirty (30) days following the conclusion of state financial oversight and only if the City of Opa-Locka is not under state financial oversight; and

WHEREAS, the City Commission desires that compensation for the City's elected officials be increased in order to be more in standing with the amount of work provided to the City; and

WHEREAS, the City Commission finds that the proposed amendment to the Charter is worthy of being placed on the ballot at the next City election for approval, or not, by the electorate of the City.

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

Section 1. Adoption of Representations.

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

Section 2. Submission of Proposed Charter Language.

Attached hereto and incorporated herein as Exhibit "A", is a proposed amended section of the charter of the City of Opa-Locka. The amended charter is done in strike through/underscore format. All language shown as being struck through is language of the existing City of Opa-Locka charter which will be deleted from the current charter if the amendment is approved. All language shown as underscored in the proposed charter is language which will be added to the charter if the amendment is approved.

Section 3. Approval of the Ballot Statement.

The following statement is hereby approved as the explanatory statement to be placed upon the ballot:

Shall the City of Opa-Locka charter be amended, by increasing compensation for the Mayor and City Commission members, provide for life insurance and medical insurance?

Section 4. Ballot Title.

The following is hereby approved as the ballot title as required by Section 101.161, Florida Statutes:

Amending compensation for Mayor and City Commissions, providing for life insurance and medical insurance.

Section 5. Ballot Summary.

Shall the City of Opa-Locka's Charter be amended to increase compensation for the mayor and commissioners from $550.00 per month to $1,000.00 per month? Further, shall the Charter be amended to provide for life insurance and medical insurance for the mayor and commissioners with all provisions, if approved, to become effective thirty (30) following the conclusion of any state financial oversight?

_____ YES, for the Amendment

_____ NO, against the Amendment

Section 6. Approval of Amendments.

If a majority of the qualified electors of the City of Opa-Locka voting on the referendum question vote for approval of the proposed, then the approved amendments shall go into effect thirty (30) days after the City is no longer under state financial oversight.

Section 7.

This resolution shall take effect immediately upon adoption, except that the proposed amendment to the City Charter shall become effective as provided herein following referendum. 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 Attorney or designee, without need of public hearing by filing a corrected copy of the same with the City Clerk.

Section 8. Submission to Qualified Electors.

The proposed amendment to the Charter of the City of Opa-Locka (hereafter City Charter) set forth herein shall be submitted to the vote of the qualified electors of the City for approval at a referendum to be held on November 8, 2022.

Section 9. Coordination.

The City Clerk is hereby authorized to coordinate with the office of the Supervisor of Elections in order to do those things necessary to have this proposal placed on the ballot for the City of Opa-Locka election scheduled on November 8, 2022.

Section 10. Proposed Amendments.

The proposed amendments to the City Charter is set forth in Exhibit A, attached hereto and by this reference made a part hereof. (Proposed new text is shown in underline and proposed deleted text shown in strike through.)

Section 11. Severability.

If any provision of this or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 12. Effective Date.

This Resolution shall take effect immediately upon final passage and adoption.

PASSED and **ADOPTED** this 13th day of July, 2022.

Veronica Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Davis

Seconded by: Commissioner Bass

VOTE:	5-0
Commissioner Dominguez	YES
Commissioner Bass	YES
Commissioner Davis	YES
Vice Mayor Taylor	YES
Mayor Williams	YES

EXHIBIT "A"

Section 2.3. - Mayor and commission compensation.

Compensation for the mayor and commissioners shall be set at One Thousand Dollars ~~five hundred fifty dollars ($550.00)~~ per month. Further, life insurance and Medical insurance shall be provided for the mayor and each city commissioner.

RESOLUTION NO. 22-008

A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO INCREASE THE COMPENSATION FOR THE MAYOR AND COMMISSION MEMBERS FROM FIVE HUNDRED AND FIFTY DOLLARS PER MONTH TO ONE THOUSAND DOLLARS PER MONTH; PROVIDING FOR LIFE INSURANCE, MEDICAL INSURANCE AND A THREE HUNDRED DOLLAR MONTHLY VEHICLE STIPEND; PROVIDING FOR AN EFFECTIVE DATE 30 DAYS FOLLOWING THE CONCLUSION OF STATE FINANCIAL OVERSIGHT; STATING THE REFERENDUM QUESTION; STATING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; STATING THE DATE ON WHICH THE REFERENDUM WILL BE HELD; PROVIDING AN EFFECTIVE DATE FOR THE CHARTER AMENDMENT, IF APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, during a City Commission meeting held on July 13, 2022, the City Commission of the City of Opa-Locka, Florida approved a recommendation of the City's Charter Review Board for a referendum question to go before qualified voters of the City of Opa-Locka for the Mayor and City Commission members to receive an increase in compensation from Five Hundred and Fifty Dollars ($550.00) per month to One Thousand Dollars ($1,000.00) per month; to further provide for life insurance, medical insurance and a Three Hundred Dollar ($300.00) monthly vehicle stipend for the Mayor and City Commission members; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida further accepts the recommendation of the Charter Review Board that if approved by the

qualified voters, that changes to the Charter, as set forth herein, will only become effective thirty (30) days following the conclusion of state financial oversight and only if the City of Opa-Locka is not under state financial oversight; and

WHEREAS, the City Commission desires that compensation for the City's elected officials be increased in order to be more in standing with the amount of work provided to the City; and

WHEREAS, the City Commission finds that the proposed amendment to the Charter is worthy of being placed on the ballot at the next City election for approval, or not, by the electorate of the City.

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

Section 1. Adoption of Representations.

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

Section 2. Submission of Proposed Charter Language.

Attached hereto and incorporated herein as Exhibit "A", is a proposed amended section of the charter of the City of Opa-Locka. The amended charter is done in strike through/underscore format. All language shown as being struck through is language of the existing City of Opa-Locka charter which will be deleted from the current charter if the amendment is approved. All language shown as underscored in the proposed charter is language which will be added to the charter if the amendment is approved.

Section 3. Approval of the Ballot Statement.

The following statement is hereby approved as the explanatory statement to be placed upon the ballot as required by Section 101.161, Florida Statutes:

Shall the City of Opa-Locka charter be amended, by increasing compensation for the Mayor and City Commission members, provide for life and medical insurance and a monthly vehicle stipend?

Section 4. Ballot Title.

The following is hereby approved as the ballot title as required by Section 101.161, Florida Statutes:

Amending compensation to provide for life insurance, medical insurance and monthly vehicle stipend.

Section 5. Ballot Summary.

Shall the City of Opa-Locka's Charter be amended to increase compensation for the mayor and commissioners from $550.00 per month to $1,000.00 per month? Further, shall the Charter be amended to provide for life insurance and medical insurance for the mayor and commissioners, and provide for a $300.00 monthly vehicle stipend for the mayor and commissioners with all provisions, if approved, to become effective thirty (30) days following the conclusion of any state financial oversight?

_____ YES, for the Amendment

_____ NO, against the Amendment

Section 6. Approval of Amendments.

If a majority of the qualified electors of the City of Opa-Locka voting on the referendum question vote for approval of the proposed, then the approved amendments shall go into effect thirty (30) days after the City is no longer under state financial oversight.

Section 7.

This resolution shall take effect immediately upon adoption, except that the proposed amendment to the City Charter shall become effective as provided herein following referendum. 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 Attorney or designee, without need of public hearing by filing a corrected copy of the same with the City Clerk.

Section 8. Submission to Qualified Electors.

The proposed amendment to the Charter of the City of Opa-Locka (hereafter City Charter) set forth herein shall be submitted to the vote of the qualified electors of the City for approval at a referendum to be held on November 8, 2022.

Section 9. Coordination.

The City Clerk is hereby authorized to coordinate with the office of the Supervisor of Elections in order to do those things necessary to have this proposal placed on the ballot for the City of Opa-Locka election scheduled on November 8, 2022.

Section 10. Proposed Amendments.

The proposed amendments to the City Charter is set forth in Exhibit A, attached hereto and by this reference made a part hereof. (Proposed new text is shown in underline and proposed deleted text shown in strike through).

Section 11. Severability.

If any provision of this or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 13. Effective Date.

This Resolution shall take effect immediately upon final passage and adoption.

PASSED and **ADOPTED** this 13th day of July, 2022.

Veronica Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Davis

Seconded by: Vice Mayor Taylor

VOTE:	5-0
Commissioner Dominguez	YES
Commissioner Bass	YES
Commissioner Davis	YES
Commissioner Taylor	YES
Mayor Williams	YES

EXHIBIT "A"

Section 2.3. - Mayor and commission compensation.

Compensation for the mayor and commissioners shall be set at One Thousand Dollars ~~five hundred fifty dollars ($550.00)~~ per month. Further, a $300.00 monthly vehicle stipend, life insurance policy and medical insurance shall be provided for the mayor and each city commissioner.

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored By: City Manager

ORDINANCE NO. 22-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-locka, FL adopted its 2021-2022 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 21-12, and further amended it by passage of Ordinance 22-01 and Ordinance 22-10; and Ordinance 22-11; and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, the City Commission desires to amend its 2021-2022 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

NOW, THEREFORE, BE IT DULY 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

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2021, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

The City Commission of the City of Opa-locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2021-2022, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2021-2022.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit "A", are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2021, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2021, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, by the City Manager, or by Resolution adopted by the City Commission, if lawful. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
Veronica J. Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:	Robert Anathan			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	27 Jun 22		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
					X		
Fiscal Impact: *(Enter X in box)* **N/A**	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
					X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* See Attachments		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		X					
Sponsor Name	City Manager		**Department:** City Manager's Office		City Manager		

Short Title:

FY 22 Budget Amendment #4 – Second Hearing

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 22 Budget Amendment #4 at the second hearing.

History: The City Commission adopted the City FY 22 Budget on September 22, 2021 (Ordinance 21-12) which was subsequently approved by the State. This budget was composed of $44.7 million of expenditures and $8.9 million of funding moving between various Funds, resulting a total budget of $53.6 million.

On January 12, 2022, the City Commission approved Budget Amendment #1, which focused primarily on bringing forward incomplete portions of projects approved in FY 21 but not completed, and also the initiation of spending American Rescue Plan Act (ARPA) grant funds on various water and sewer projects. This amendment increased expenditures by another $6.0 million to $50.7 million and additionally increased the movement of funding between various City financial units, (e.g., General Fund, Water-Sewer Fund, etc.) by another $6.2 million to $15.1 million. A reminder that this latter category doesn't increase City spending but rather serves to move funding from one City financial unit to another to permit the latter unit to make expenditures to be funded by that unit.

On February 23, 2022, the City Commission approved FY 22 Budget Amendment #2 at the second hearing through Ordinance 22-10. This amendment increased expenditure by $0.1 million while reducing interfund transfers by $0.2 million for a net reduction to the City's budget of $0.1 million. There were $0.9 million of new expenditures, offset by $0.6 million of savings and the use of $0.2 million of Contingency. Increased expenditures included $345,750 for capital projects, $105,000 for additional accrued leave payout for departing employees, $103,396 associated with the termination of the prior City Manager and the recruitment of a replacement and $75,000 the Parks and Recreation Master Plan.

On April 27, 2022, the City Commission approved FY Budget Amendment #3 at the second hearing through Ordinance 2022-11. This amendment increased expenditure by $0.3 million and interfund transfers by $0.4 million for a net increase to the City's budget of $0.7 million. There were $1.1 million of new expenditures, offset by $0.6 million of savings and the use of $0.2 million of Contingency. Increased expenditures included $408,072 for capital projects, $75,000 for demolition of an unsafe structure, $60,000 for a project to record and destroy records that have passed record retention requirements, $52,000 for additional accrued leave payout for departing employees, $51,000 for increased workers compensation premiums and $50,000 for planting 158 trees on Perviz Avenue.

Current Activity: The first hearing of Budget Amendment #4 was composed of 17 line items. With the preparation of the FY 23 budget approaching conclusion, the FY 22 forecast was further updated which, when coupled with late-breaking additional requirements and cancellation of projects which won't get underway until next year, created the need for an additional 33 line items. The attachment, "Summary By Line Item", provides a brief description of the purpose of each line item and how it is recommended to be funded.

Financial Impact: This budget amendment can be summarized financially as follows:

Funding	
Revenue / Loans / Grants	($ 338,055)
Use Of Fund Balance	(1,638,689)
Total Funding – Excluding Transfers-In	(1.976,744)
Transfers-In	(1,290,689)
Total Funding	($3,267,433)
Expenditure	
Expenditure – Excluding Transfers-Out	($1,976,744)
Transfers-Out	(1,290,689)
Total Expenditure	($3,267,433)

The overall reduction is primarily due to the deferred construction of the Cairo Lane project to next year. Additional details on the Financial Impact are provided in the attachment, "Budget Amendment #4 Summary". There is also the "Detailed Information" attachment which contains accounting information for the State review which is a highly detailed accounting version of what is presented in the Summary information.

.Proposed Action:

Staff recommends that the City Commission approve the proposed amendments on the second hearing.

Attachment:

1. Summary of the recommended amendments
2. Detailed information on each recommended amendment
3. Ordinance

FY 22 Budget Amendment #4 - Second Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
Budget Thru Amend #3				
Funding				
Revenue/Loans	25,869,901	14,988,533	3,978,531	44,836,965
Use Of / (Add To) Fund Bal	4,924,379	3,697,119	(2,363,756)	6,257,742
Total Funding Ex Trans-In	30,794,280	18,685,652	1,614,775	51,094,707
Transfer-in	9,852,058	5,467,173	-	15,319,231
Total Funding	40,646,338	24,152,825	1,614,775	66,413,938
Expenditure				
Expenditure - Ex Trans-Out	31,085,053	20,009,653	-	51,094,706
Transfer-Out	9,561,285	4,143,172	1,614,775	15,319,232
Total Expenditure	40,646,338	24,152,825	1,614,775	66,413,938
Amendment #4				
Funding				
Revenue/Loans	300,000	(638,055)	-	(338,055)
Use Of / (Add To) Fund Bal	-	(23,914)	(1,614,775)	(1,638,689)
Total Funding Ex Trans-In	300,000	(661,969)	(1,614,775)	(1,976,744)
Transfer-in	63,000	(1,353,689)	-	(1,290,689)
Total Funding	363,000	(2,015,658)	(1,614,775)	(3,267,433)
Expenditure				
Expenditure - Ex Trans-Out	300,000	(2,276,744)	-	(1,976,744)
Transfer-Out	63,000	261,086	(1,614,775)	(1,290,689)
Total Expenditure	363,000	(2,015,658)	(1,614,775)	(3,267,433)
Budget Thru Amend #4				
Funding				
Revenue/Loans	26,169,901	14,350,478	3,978,531	44,498,910
Use Of / (Add To) Fund Bal	4,924,379	3,673,205	(3,978,531)	4,619,053
Total Funding Ex Trans-In	31,094,280	18,023,683	-	49,117,963
Transfer-in	9,915,058	4,113,484	-	14,028,542
Total Funding	41,009,338	22,137,167	-	63,146,505
Expenditure				
Expenditure - Ex Trans-Out	31,385,053	17,732,909	-	49,117,962
Transfer-Out	9,624,285	4,404,258	-	14,028,543
Total Expenditure	41,009,338	22,137,167	-	63,146,505

Exhibit "A"

FY 22 Budget Amendment #4 - Second Hearing

General Fund

	Div	Budget Thru Amend #3	Amendment #4	Budget Thru Amend #4
Funding				
Revenue/Loans		16,337,557	300,000	16,637,557
Use Of / (Add To) Fund Bal		4,499,529	-	4,499,529
Total Funding - Ex Transfer-In		20,837,086	300,000	21,137,086
Transfer-In		3,388,842	-	3,388,842
Total Funding - Ex Transfer-In		24,225,928	300,000	24,525,928
Expenditure	**Div**			
Commission	10	132,107	-	132,107
City Manager	12	912,518	-	912,518
General Fund Non-Depart - Ex Trans Out	19	2,239,276	28,000	2,267,276
Human Resources	13	408,860	15,500	424,360
Clerk	16	429,661	-	429,661
Attorney	28	645,000	-	645,000
Finance	17	1,050,717	-	1,050,717
Planning & Community Dev	37	384,611	-	384,611
Building & Licenses	30	670,786	-	670,786
Parks & Recreation	72	1,248,418	-	1,248,418
Police	26	6,164,074	-	6,164,074
Code Enforcement	23	340,286	-	340,286
Public Works - Admin	32	452,681	4,000	456,681
Public Works - Bldg Maintenance	38	533,750	60,000	593,750
Public Works - Streets	41	1,118,299	52,000	1,170,299
Public Works - Trash	50	185,832	-	185,832
Public Works - Vehicle Maintenance	49	672,228	77,500	749,728
Total Expenditure - Ex Transfer-Out		17,589,104	237,000	17,826,104
Transfer-Out	19	6,636,824	63,000	6,699,824
Total Expenditure		24,225,928	300,000	24,525,928

Exhibit "A"

FY 22 Budget Amendment #4 - Second Hearing

Governmental Funds										
	General Fund	CRA Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
Budget Thru Amend #3										
Funding										
Revenue/Loans	16,337,557	1,303,462	2,956,771	950,000	350,200	3,926,911	45,000	-	-	25,869,901
Use Of / (Add To) Fund Bal	4,499,529	-	-	414,850	-	-	10,000	-	-	4,924,379
Total Funding Ex Trans-In	20,837,086	1,303,462	2,956,771	1,364,850	350,200	3,926,911	55,000	-	-	30,794,280
Transfer-in	3,388,842	-	1,555,375	-	584,727	48,044	-	3,046,940	1,228,130	9,852,058
Total Funding	24,225,928	1,303,462	4,512,146	1,364,850	934,927	3,974,955	55,000	3,046,940	1,228,130	40,646,338
Expenditure										
Expenditure - Ex Trans-Out	17,589,104	1,219,941	4,512,146	1,364,850	811,600	1,257,343	55,000	3,046,939	1,228,130	31,085,053
Transfer-Out	6,636,824	83,521	-	-	123,327	2,717,612	-	1	-	9,561,285
Total Expenditure	24,225,928	1,303,462	4,512,146	1,364,850	934,927	3,974,955	55,000	3,046,940	1,228,130	40,646,338
Amendment #4										
Funding										
Revenue/Loans	300,000	-	-	-	-	-	-	-	-	300,000
Use Of / (Add To) Fund Bal	-	-	-	-	-	-	-	-	-	-
Total Funding Ex Trans-In	300,000	-	-	-	-	-	-	-	-	300,000
Transfer-in	-	-	53,000	-	10,000	-	-	-	-	63,000
Total Funding	300,000	-	53,000	-	10,000	-	-	-	-	363,000
Expenditure										
Expenditure - Ex Trans-Out	237,000	-	53,000	-	10,000	-	-	-	-	300,000
Transfer-Out	63,000	-	-	-	-	-	-	-	-	63,000
Total Expenditure	300,000	-	53,000	-	10,000	-	-	-	-	363,000
Budget Thru Amend #4										
Funding										
Revenue/Loans	16,637,557	1,303,462	2,956,771	950,000	350,200	3,926,911	45,000	-	-	26,169,901
Use Of / (Add To) Fund Bal	4,499,529	-	-	414,850	-	-	10,000	-	-	4,924,379
Total Funding Ex Trans-In	21,137,086	1,303,462	2,956,771	1,364,850	350,200	3,926,911	55,000	-	-	31,094,280
Transfer-in	3,388,842	-	1,608,375	-	594,727	48,044	-	3,046,940	1,228,130	9,915,058
Total Funding	24,525,928	1,303,462	4,565,146	1,364,850	944,927	3,974,955	55,000	3,046,940	1,228,130	41,009,338
Expenditure										
Expenditure - Ex Trans-Out	17,826,104	1,219,941	4,565,146	1,364,850	821,600	1,257,343	55,000	3,046,939	1,228,130	31,385,053
Transfer-Out	6,699,824	83,521	-	-	123,327	2,717,612	-	1	-	9,624,285
Total Expenditure	24,525,928	1,303,462	4,565,146	1,364,850	944,927	3,974,955	55,000	3,046,940	1,228,130	41,009,338

Exhibit "A"

FY 22 Budget Amendment #4 - Second Hearing

Enterprise Funds										
	Water-Sewer Operating Expense Fund						Storm Water Op	Water Sewer CIP	Storm Water CIP	Total
	Water-Sewer OperatingDivisions (Expense)					Total				
	Water Division	Sewer Division	Water-Sewer Finance Division	Water Lines Division	Water-Sewer CIP Division	Total Water-Sewer Op Fund	Storm Water Op Fund	Total Water-Sewer CIP Fund	Storm Water CIP Fund	Total Funds
Budget Thru Amend #3										
Funding										
Revenue/Loans						10,025,825	1,900,000	1,596,577	1,466,131	14,988,533
Use Of / (Add To) Fund Bal						1,975,467	1,721,652	-	-	3,697,119
Total Funding Ex Trans-In						12,001,292	3,621,652	1,596,577	1,466,131	18,685,652
Transfer-in						1,000,000	-	983,775	3,483,398	5,467,173
Total Funding	-	-	-	-	-	13,001,292	3,621,652	2,580,352	4,949,529	24,152,825
Expenditure										
Expenditure - Ex Trans-Out	2,004,670	4,017,423	4,904,998	280,205	139,882	11,347,178	1,132,594	2,580,352	4,949,529	20,009,653
Transfer-Out	-	-	1,654,114	-	-	1,654,114	2,489,058	-	-	4,143,172
Total Expenditure	2,004,670	4,017,423	6,559,112	280,205	139,882	13,001,292	3,621,652	2,580,352	4,949,529	24,152,825
Amendment #4										
Funding										
Revenue/Loans						-	-	(65,000)	(573,055)	(638,055)
Use Of / (Add To) Fund Bal						229,775	(253,689)	-	-	(23,914)
Total Funding Ex Trans-In						229,775	(253,689)	(65,000)	(573,055)	(661,969)
Transfer-in						-	-	65,000	(1,418,689)	(1,353,689)
Total Funding	-	-	-	-	-	229,775	(253,689)	-	(1,991,744)	(2,015,658)
Expenditure										
Expenditure - Ex Trans-Out	150,000	400,000	(835,000)	-	-	(285,000)	-	-	(1,991,744)	(2,276,744)
Transfer-Out	-	-	514,775	-	-	514,775	(253,689)	-	-	261,086
Total Expenditure	150,000	400,000	(320,225)	-	-	229,775	(253,689)	-	(1,991,744)	(2,015,658)
Budget Thru Amend #4										
Funding										
Revenue/Loans						10,025,825	1,900,000	1,531,577	893,076	14,350,478
Use Of / (Add To) Fund Bal						2,205,242	1,467,963	-	-	3,673,205
Total Funding Ex Trans-In						12,231,067	3,367,963	1,531,577	893,076	18,023,683
Transfer-in						1,000,000	-	1,048,775	2,064,709	4,113,484
Total Funding	-	-	-	-	-	13,231,067	3,367,963	2,580,352	2,957,785	22,137,167
Expenditure										
Expenditure - Ex Trans-Out	2,154,670	4,417,423	4,069,998	280,205	139,882	11,062,178	1,132,594	2,580,352	2,957,785	17,732,909
Transfer-Out	-	-	2,168,889	-	-	2,168,889	2,235,369	-	-	4,404,258
Total Expenditure	2,154,670	4,417,423	6,238,887	280,205	139,882	13,231,067	3,367,963	2,580,352	2,957,785	22,137,167

Exhibit "A"

FY 22 Budget Amendment #4 -Second Hearing

#				Amendment Details	Budget	Adj	Revised	
1	**Gasoline Prices**							
	Veh Mnt	Exp	49-541450	Gas, Oil, Grease	302,500	77,500	380,000	Increased gas prices
	Non-Dept	Exp	19-519390	Contingency	1,058,041	(77,500)	980,541	
2	**Water Cost - Town Center**							
	Town Center	Exp	62-519430	Electric, Gas, Water	60,000	10,000	70,000	Town Center using additional water
	Town Center	Trf-In	490-381001	Transfer In	584,728	10,000	594,728	
	Non-Dept	Trf-Out	19-581926	Transfer Out - Town Center	569,165	10,000	579,165	
	Non-Dept	Exp	19-519390	Contingency *	980,541	(10,000)	970,541	
	* Budget Adjusted In Prior Item(s)							
3	**Increased Headcount - HR**							
	HR	Exp	13-513120	Salaries - Regular	78,867	12,000	90,867	Additional HR II Specialist
	HR	Exp	13-513210	FICA	12,721	1,500	14,221	
	HR	Exp	13-513220	Retirement	17,939	2,000	19,939	
	Non-Dept	Exp	19-519390	Contingency *	970,541	(15,500)	955,041	
	* Budget Adjusted In Prior Item(s)							
4	**NW 147 St Drainage Project**							
	Strm CIP	Exp	87-541825	NW 147 ST Improvement	-	240,725	240,725	New drainage project
	Strm CIP	Trf-In	455-381010	From Stormwater Op Fund	2,318,398	240,725	2,559,123	
	Strm Ops	Trf-Out	43-513917	To Stormwater CIP Fund	2,318,398	240,725	2,559,123	
	Strm Ops	Fund Bal	455-383010	Trf In - Fund Balance	1,721,653	240,725	1,962,378	
5	**Cairo Lane (Stormwater Project)**							
	Strm CIP	Exp	87-5386315	Cairo Lane	2,827,330	50,089	2,877,419	Additional Cairo Lane change order funded by State grant
	Strm CIP	Grant	450-334700	SRF Grant LP1307	-	50,089	50,089	
6	**Manhole Relining - Change Source Of Funding**							
	ARPA	Trf-Out	15-538901	Trf-Out - To Wtr-Sewer, Strm CIP	1,614,775	(220,000)	1,394,775	Change of funding source from ARPA to Water-Sewer Operating Fund Contingency
	ARPA	Fund Bal	105-383010	Trf-In Fund Balance - Use / (Add To)	(2,363,756)	(220,000)	(2,583,756)	
	Wtr-Swr CIP	Trf-In	445-381320	Trf-In - From ARPA	449,775	(220,000)	229,775	
	Wtr-Swr CIP	Trf-In	445-381010	Trf-In - From Water-Sewer Op	534,000	220,000	754,000	
	WS-Fin	Trf-Out	61-581925	Trf-Out - To WS CIP	534,000	220,000	754,000	
	WS-Fin	Exp	61-513992	Contingency	427,402	(220,000)	207,402	
7	**Easement Purchase - Pine Tree Lake**							
	Strm Ops	Exp	43-519610	Purchase of Land	-	27,000	27,000	Acquisition of an easement to maintain Pine Tree Lake
	Strm Ops	Exp	43-538992	Contingency	261,854	(27,000)	234,854	

Exhibit "A"

FY 22 Budget Amendment #4 -Second Hearing

#				Amendment Details	Budget	Adj	Revised	
8	**Cairo Lane Assessment - Change Funding Source**							
	Wtr-Swr CIP	Rev	445-334700	Grants	511,577	85,000	596,577	Change funding source from Water-Sewer Ops Fund to SRF Grant
	Wtr-Swr CIP	Trf In	445-381010	Trf-In - From Water-Sewer Op *	754,000	(85,000)	669,000	
	WS-Fin	Trf Out	61-581925	Trf-Out - To WS CIP *	754,000	(85,000)	669,000	
	WS-Fin	Exp	61-513992	Contingency *	207,402	85,000	292,402	
	* Budget Adjusted In Prior Item(s)							
9	**Miami Gardens Service Lines - Change Funding Source**							
	Wtr-Swr CIP	Rev	445-384110	SRF Loan DW 130331	150,000	(150,000)	-	Change funding source from SRF Loan to Water-Sewer Op Fund
	Wtr-Swr CIP	Trf In	445-381010	Trf-In - From Water-Sewer Op *	669,000	150,000	819,000	
	WS-Fin	Trf Out	61-581925	Trf-Out - To WS CIP *	669,000	150,000	819,000	
	WS-Fin	Exp	61-513992	Contingency *	292,402	(150,000)	142,402	
	* Budget Adjusted In Prior Item(s)							
10	**Police Motorcycle Repair, Maintenance & Clothing**							
	Police	Exp	26-521466	Repair & Maint - Veh & Equip	-	2,000	2,000	Motorcycle upgrade, repair and associated personal equipment
	Police	Exp	26-521521	Clothing & Uniform Expense	20,500	7,000	27,500	
	Police	Exp	26-521641	Automotive Equipment	-	2,000	2,000	
	Police	Exp	26-521110	Salaries - Executive	238,673	(11,000)	227,673	
11	**Consulting Services - Enterprise Funds**							
	WS Finan	Exp	61-513340	Other Contracted Services	395,900	150,000	545,900	Additional financial consulting expense funded by reduced debt service due to restructured debt service schedule
	WS Finan	Exp	61-513723	State Revolving Loan	773,473	(150,000)	623,473	
12	**Consulting Services - General Fund**							
	Finan	Exp	17-513312	Other Professional Services	270,000	200,000	470,000	Additional financial consulting expense funded by vacant position saving
	Finan	Exp	17-513120	Salaries - Regular	378,726	(166,000)	212,726	
	Finan	Exp	17-513210	FICA	38,964	(14,000)	24,964	
	Finan	Exp	17-513220	Retirement	55,111	(20,000)	35,111	
13	**Contingency Renewal - Strong Red Light Camera Revenue**							
	Non-Dept	Exp	19-519390	Contingency *	955,041	300,000	1,255,041	Restore General Fund Contingency through recognition of strong Red Light Camera Revenue
	Gen Fund	Rev	001-354140	Red Light Camera Fines	1,050,000	300,000	1,350,000	
	* Budget Adjusted In Prior Item(s)							
14	**Additional Leave Payout - General Fund**							
	Non-Dept	Exp	19-581922	Employee Leave Payout - Wages	167,000	70,000	237,000	Additional Unused Leave Payout for departing employees
	Non-Dept	Exp	19-581928	Employee Leave Payout - FICA/Med	13,200	6,000	19,200	
	Non-Dept	Exp	19-581929	Employee Leave Payout - Retirement	21,800	8,000	29,800	
	Non-Dept	Exp	19-519390	Contingency *	1,350,000	(84,000)	1,266,000	
	* Budget Adjusted In Prior Item(s)							

Exhibit "A"

FY 22 Budget Amendment #4 -Second Hearing

#				Amendment Details	Budget	Adj	Revised	
15	**Tank Removal - Public Works Facility**							
	Bldg Maint	Exp	39-541340	Other Contracted Service	85,000	30,000	115,000	Restore General Fund Contingency through recognition of strong Red Light Camera Revenue
	Non-Dept	Exp	19-519390	Contingency *	1,266,000	(30,000)	1,236,000	
	* Budget Adjusted In Prior Item(s)							
16	**Roadway Evaluation**							
	Rds & Strts	Exp	41-541312	Other Professional Services	-	52,000	52,000	Evaluation of City's roads and establishment of a database to facilitate long-term maintenance plan
	Non-Dept	Exp	19-519390	Contingency *	1,236,000	(52,000)	1,184,000	
	* Budget Adjusted In Prior Item(s)							
17	**Motorized Security Gate - PW Headquarters**							
	Bldg Mnt	Exp	39-541630	Improvement Other Than Building	-	30,000	30,000	Motorized security gate to provide security at PW Headquarters
	Non-Dept	Exp	19-519390	Contingency *	1,184,000	(30,000)	1,154,000	
	* Budget Adjusted In Prior Item(s)							
				Second Hearing Additions				
18	**Design Fees - Park Fences**							
	Safe Ne CIP	Exp	44-541838	Park Fences	40,000	53,000	93,000	Design fees for City's park fences
	Safe Ne CIP	Trf-In	320-381001	Transfer In - From Gen Fund	1,495,375	53,000	1,548,375	
	Non-Dept	Trf-Out	19-581320	Transfer Out - To Safe Neigh CIP	1,495,375	53,000	1,548,375	
	Non-Dept	Exp	19-519390	Contingency *	1,154,000	(53,000)	1,101,000	
	* Budget Adjusted In Prior Item(s)							
19	**Cairo Lane Assessment - Revised Funding Sources, Deferral Of Construction**							
	Strm Ops	Trf-Out	43-513917	Trans-Out To Stormwater CIP *	2,559,123	(1,899,798)	659,325	Defer Cairo Lane construction until next year. Charge source of funding of assessment from Stormwater Fund Balance to State SRF Grants
	Strm Ops	Fund Bal	455-383010	Trf In - Fund Balance *	1,962,378	(1,899,798)	62,580	
	STM-CIP	Grant	455-334700	Grant - LP1306	140,725	1,060	141,785	
	STM-CIP	Grant	455-334700	Grant - LP1307	-	85,545	85,545	
	STM-CIP	Trf-In	455-381010	Transfer-In From Stormwater Op	2,559,123	(1,899,798)	659,325	
	STM-CIP	Loan	455-384120	WW 130310	762,856	(762,856)	-	
	STM-CIP	Loan	455-384110	DW 130331	23,951	(23,951)	-	
	STM-CIP	Exp	87-5386315	Cairo Lane *	2,877,419	(2,600,000)	277,419	
	* Budget Adjusted In Prior Item(s)							

FY 22 Budget Amendment #4 -Second Hearing

#				Amendment Details	Budget	Adj	Revised	
20	**Cairo Lane Design**							
	STM-CIP	Exp	87-5386315	Cairo Lane *	277,419	229,442	506,861	Cairo Lane design. Funded by grants and Stormwater Ops Fund
	STM-CIP	Trf-In	455-381010	Transfer-In From Stormwater Op *	659,325	152,384	811,709	
	STM-CIP	Grant	455-334700	Grant - LP1306 *	141,785	796	142,581	
	STM-CIP	Grant	455-334700	Grant - LP1307 *	85,545	76,262	161,807	
	Strm Ops	Trf-Out	43-513917	Trans-Out To Stormwater CIP *	659,325	152,384	811,709	
	Strm Ops	Fund Bal	455-383010	Trf In - Fund Balance *	62,580	152,384	214,964	
	* Budget Adjusted In Prior Item(s)							
21	**Parks & Recreation Van**							
	Parks & Rec	Exp	72-572648	Vehicle Purchase	70,000	60,000	130,000	Additional funding to buy two vans
	Parks & Rec	Exp	72-572630	Improvements Other Than Bldg	200,000	(60,000)	140,000	
22	**HR - Time Clock**							
	HR	Exp	13-513440	Rentals & Leases	9,244	2,000	11,244	Time clocks originally budgeted in Contracted Services. Now in Rentals
	HR	Exp	13-513340	Other Contracted Services	78,000	(2,000)	76,000	
23	**Community Development - Minutes Preparation**							
	CD	Exp	37-515340	Other Contract Services	-	3,000	3,000	Minutes preparation services for various boards
	CD	Exp	37-515120	Salaries - Regular	134,211	(3,000)	131,211	
24	**Pool Maintenance - Parks & Recreation**							
	Parks & Rec	Exp	72-572463	Pool Maintenance	13,500	3,000	16,500	Pool repairs
	Parks & Rec	Exp	72-572130	Salaries - Part Time *	140,000	(3,000)	137,000	
	* Budget Adjusted In Prior Item(s)							
25	**Building Repairs - Parks & Recreation**							
	Parks & Rec	Exp	72-572461	Building Repair & Maintenance	4,000	3,500	7,500	Additional Building Repairs
	Parks & Rec	Exp	72-572130	Salaries - Part Time *	137,000	(3,500)	133,500	
	* Budget Adjusted In Prior Item(s)							
26	**Bulletproof Vests / Other Uniform Requirement**							
	Police	Exp	26-521520	Operating Expense	20,500	20,000	40,500	Bulletproof vests and additional uniforms for new members. Funded by vacancy savings
	Police	Exp	26-521110	Salaries - Executive *	227,673	(20,000)	207,673	
	* Budget Adjusted In Prior Item(s)							
27	**Office Supplies - Police**							
	Police	Exp	26-521510	Office Supplies	11,564	4,000	15,564	Current budget is fully utilized
	Police	Exp	26-521110	Salaries - Executive *	207,673	(4,000)	203,673	
	* Budget Adjusted In Prior Item(s)							

FY 22 Budget Amendment #4 -Second Hearing

#				Amendment Details	Budget	Adj	Revised	
28	**Desk - PW Admin**							
	PW Admin	Exp	32-541642	Furniture & Equipment	-	1,500	1,500	Desk for PW Admin
	Non-Dept	Exp	19-519390	Contingency *	1,101,000	(1,500)	1,099,500	
	* Budget Adjusted In Prior Item(s)							
29	**Laptop - PW Admin**							
	PW Admin	Exp	32-541646	Computers	36,600	2,500	39,100	Laptop for PW Admin
	Non-Dept	Exp	19-519390	Contingency *	1,099,500	(2,500)	1,097,000	
	* Budget Adjusted In Prior Item(s)							
30	**Backhoe Lease - Roads & Streets**							
	Roads & Strts	Exp	41-541640	Machinery & Equipment	59,000	5,000	64,000	Backhoe Lease
	Roads & Strts	Exp	41-541648	Automotive Lease/Purchase	56,000	(5,000)	51,000	
31	**Operating Expense - Roads & Streets**							
	Roads & Strts	Exp	41-541520	Operating Expense	4,000	3,000	7,000	Miscellaneous small charges
	Roads & Strts	Exp	41-541648	Automotive Lease/Purchase *	51,000	(3,000)	48,000	
	* Budget Adjusted In Prior Item(s)							
32	**Vehicle Repair - Vehicle Maintenance**							
	Veh Maint	Exp	49-541340	Other Contracted Services	48,800	17,000	65,800	Transfer of budget from one Repair account to another Repair account
	Veh Maint	Exp	49-541466	Vehicle Repair - Accidents	28,000	(17,000)	11,000	
33	**Computers & Security Cameras - IT**							
	IT	Exp	85-512646	Computer Equipment	87,000	170,000	257,000	Security cameras and computer equipment. Funded by deferred ERP software
	IT	Exp	85-512528	Software	676,525	(170,000)	506,525	
34	**City Phone Service - IT**							
	IT	Exp	85-512411	Telephone	132,240	5,000	137,240	Adjustment of telephone service.
	IT	Exp	85-512648	Vehicle Lease	7,200	(5,000)	2,200	
35	**Office Supplies**							
	IT	Exp	85-512510	Office Supplies	400	300	700	Minor adjustment for Office Supplies
	IT	Exp	85-512648	Vehicle Lease *	2,200	(300)	1,900	
	* Budget Adjusted In Prior Item(s)							
36	**Utility Expense - Town Center**							
	Town Cntr	Exp	62-519430	Electric, Gas, Water *	70,000	20,000	90,000	Increased utility expense
	Town Cntr	Exp	62-519620	Building Improvements	150,000	(20,000)	130,000	

FY 22 Budget Amendment #4 -Second Hearing

#				Amendment Details	Budget	Adj	Revised	
37	**Contract Services - Town Center**							
	Town Cntr	Exp	62-519340	Contracted Services	273,000	55,000	328,000	Security service, janitorial service, cleaning unit vacated by departing tenant
	Town Cntr	Exp	62-519620	Building Improvements	130,000	(55,000)	75,000	
38	**Sewer Evaluation (SSES)**							
	Sewer	Exp	35-535312	Other Professional Services	351,725	250,000	601,725	DERM required sewer evaluation. Funded by deferral of second round of WASD debt repayment.
	WS-Finance	Exp	61-535542	Miami-Dade Debt Repayment	1,376,840	(250,000)	1,126,840	
39	**Wastewater Disposal Cost**							
	Sewer	Exp	35-535432	Sewage Disposal	2,864,913	150,000	3,014,913	Wastewater gallons slightly higher than budgeted
	WS-Finance	Exp	61-535542	Miami-Dade Debt Repayment *	1,126,840	(150,000)	976,840	
	* Budget Adjusted In Prior Item(s)							
40	**Potable Water Cost**							
	Water	Exp	64-533433	Purchase Of Water	1,516,966	150,000	1,666,966	Contingency in case usage increases in fourth quarter.
	WS-Finance	Exp	61-514370	Legal Counsel	400,000	(150,000)	250,000	
41	**Credit Card Fees**							
	WS-Finance	Exp	61-533529	Credit Card Fee	25,000	15,000	40,000	Contingency in credit card charges increase in fourth quarter.
	WS-Finance	Exp	61-514370	Legal Counsel *	250,000	(15,000)	235,000	
	* Budget Adjusted In Prior Item(s)							
42	**Contracted Services - Stormwater**							
	Storm Ops	Exp	43-538340	Other Contracted Services	262,100	165,000	427,100	Canal maintenance. Assessment of Cairo Lane and Sharazad
	Storm Ops	Exp	43-538992	Contingency *	234,854	(165,000)	69,854	
	* Budget Adjusted In Prior Item(s)							
43	**Vacuum Truck Lease - Stormwater**							
	Storm Ops	Exp	43-538648	Vehicle Lease	73,538	3,000	76,538	New lease - Vacuum truck
	Storm Ops	Exp	43-538992	Contingency *	69,854	(3,000)	66,854	
	* Budget Adjusted In Prior Item(s)							
44	**Spill Containment Kits**							
	Storm Ops	Exp	43-538523	Special Supplies	800	1,000	1,800	Spill containment kit for stormwater pollution containment
	Storm Ops	Exp	43-538992	Contingency *	66,854	(1,000)	65,854	
	* Budget Adjusted In Prior Item(s)							

FY 22 Budget Amendment #4 -Second Hearing

#				Amendment Details	Budget	Adj	Revised	
45	**Contamination Study - 127th Street Canal - Stormwater**							
	Storm CIP	Exp	43-TBD	127th Street Canal	-	88,000	88,000	Required contamination study in preparation for the 127 Street Canal Project
	Storm CIP	Trf-In	455-381010	Trf-In - From Stormwater Op Fund	2,064,709	88,000	2,152,709	
	Storm Ops	Trf-Out	43-513917	Trf-Out - To Stormwater CIP Fund	2,064,709	88,000	2,152,709	
	Storm Ops	Fund Bal	455-383010	Trf In - Fund Balance	215,964	88,000	303,964	
46	**Overtime - Parks & Recreation**							
	Parks & Rec	Exp	72-572140	Salaries - Overtime	5,000	4,000	9,000	Increased Parks & Recreation workload
	Parks & Rec	Exp	72-572120	Salaries - Regular	290,673	(4,000)	286,673	
47	**Employee Recognition & Physicals - HR**							
	HR	Exp	13-513311	Employee Physicals	7,000	2,000	9,000	Additional funding required for new employee physicals. Also additional funding for Employee recognition as part of program to improve staff morale
	HR	Exp	13-513398	Employee Recognition	11,200	3,000	14,200	
	HR	Exp	13-513340	Other Contracted Services	76,000	(5,000)	71,000	
48	**Change Of Funding Source - Water-Sewer - 133rd Street Sewer Relocation**							
	ARPA	Trf-Out	15-538901	ARPA Transfer Out	1,394,775	(64,775)	1,330,000	Change funding source from ARPA to Water-Sewer Ops - Fund Balance
	ARPA	Fund Bal	105-383010	Trf In - Fund Balance	1,394,775	(64,775)	1,330,000	
	Wtr-Swr CIP	Trf-In	445-381320	Transfer In - From ARPA	229,775	(64,775)	165,000	
	Wtr-Swr CIP	Trf-In	445-381010	Transfer In - From Wtr-Swr Ops	819,000	64,775	883,775	
	Wtr-Swr Ops	Trf-Out	61-513917	Transfer Out - To Wtr-Swr CIP	819,000	64,775	883,775	
	Wtr-Swr Ops	Fund Bal	440-383010	Trf In - Fund Balance	1,975,466	64,775	2,040,241	
49	**Change Of Funding Source - Water-Sewer - PS 9,12,16 Design**							
	ARPA	Trf-Out	15-538901	ARPA Transfer Out	1,330,000	(165,000)	1,165,000	Change funding source from ARPA to Water-Sewer Ops - Fund Balance
	ARPA	Fund Bal	105-383010	Trf In - Fund Balance	1,330,000	(165,000)	1,165,000	
	Wtr-Swr CIP	Trf-In	445-381320	Transfer In - From ARPA	165,000	(165,000)	-	
	Wtr-Swr CIP	Trf-In	445-381010	Transfer In - From Wtr-Swr Ops	883,775	165,000	1,048,775	
	Wtr-Swr Ops	Trf-Out	61-513917	Transfer Out - To Wtr-Swr CIP	883,775	165,000	1,048,775	
	Wtr-Swr Ops	Fund Bal	440-383010	Trf In - Fund Balance	2,040,241	165,000	2,205,241	
50	**Change Of Funding Source - Stormwater - Burlington Canal PH II,III**							
	ARPA	Trf-Out	15-538901	ARPA Transfer Out	1,165,000	(1,000,000)	165,000	Change funding source from ARPA to Stormwater Ops - Fund Balance
	ARPA	Fund Bal	105-383010	Trf In - Fund Balance	1,165,000	(1,000,000)	165,000	
	Strm CIP	Trf-In	455-381320	Transfer In - From ARPA	1,165,000	(1,000,000)	165,000	
	Strm CIP	Trf-In	455-381010	Transfer In - From Strm Ops	899,709	1,000,000	1,899,709	
	Strm Ops	Trf-Out	43-513917	Transfer Out - To Strm CIP	899,709	1,000,000	1,899,709	
	Strm Ops	Fund Bal	450-383010	Trf In - Fund Balance	302,964	1,000,000	1,302,964	

FY 22 Budget Amendment #4 -Second Hearing

#				Amendment Details	Budget	Adj	Revised	
51	Change Of Funding Source - Stormwater - Sharazad							
	ARPA	Trf-Out	15-538901	ARPA Transfer Out	165,000	(165,000)	-	Change funding source from ARPA to Stormwater Ops - Fund Balance
	ARPA	Fund Bal	105-383010	Trf In - Fund Balance	165,000	(165,000)	-	
	Strm CIP	Trf-In	455-381320	Transfer In - From ARPA	165,000	(165,000)	-	
	Strm CIP	Trf-In	455-381010	Transfer In - From Strm Ops	1,899,709	165,000	2,064,709	
	Strm Ops	Trf-Out	43-513917	Transfer Out - To Strm CIP	1,899,709	165,000	2,064,709	
	Strm Ops	Fund Bal	450-383010	Trf In - Fund Balance	1,302,964	165,000	1,467,964	

FY 22 Budget Amendment #4 Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
1	77,500	Increased fuel prices	General Fund Contingency
2	10,000	Town Center increased water usage	General Fund Contingency
3	15,500	Additional HR Specialist	General Fund Contingency
4	240,725	NW 147 Street Drainage Project	Stormwater Operating Fund Fund Balance
5	50,089	Cairo Lane Assessment Change Order	State Grant
6	–	Change funding source for previously approved Manhole Relining Project	Change funding source from ARPA Funds to Stormwater Operating Fund Contingency
7	27,000	Acquisition of easement to Pine Tree Lake for maintenance purposes	Stormwater Operating Fund Contingency
8	–	Change funding source for previously approved Cairo Lane Assessment Project	Change funding source from Water-Sewer Operating Fund to State Grant
9	–	Change funding source for previously approved Miami Gardens Service Line Project	Change funding source from State Loan to Water-Sewer Operating Fund Contingency
10	11,000	Motorcycle repair, upgrade and accessories	Vacant position savings
11	150,000	Additional Enterprise Fund financial consulting due to understaffed Finance Department	Savings from reduced debt service payments required.
12	200,000	Additional General Fund financial consulting due to understaffed Finance Department	Savings from vacant Financial Department positions.
13	300,000	Restoration of General Fund Contingency due to strong General Fund Revenue	Red Light Camera Revenue significantly over budget.
14	84,000	Payout for additional departing employees with significant unused accrued leave	General Fund Contingency
15	39,000	Removal of fuel tank more expensive than anticipated	General Fund Contingency
16	52,000	Study to evaluate roadways and associated features to establish a database to serve as basis for the long-term maintenance of City roadways	General Fund Contingency
17	30,000	Motorized security gate for Public Works Headquarters to provide improved security for the vehicles and other City assets located there.	General Fund Contingency
18	53,000	Park fence design fees	General Fund Contingency
19	(2,600,000)	Defer Cairo Lane construction from this year and realign funding of Cairo Lane assessment to State SRF grants	Funding of Cairo Lane construction. Funding changed to State SRF grants from Stormwater Ops Fund
20	229,442	Cairo Lane design fees	State SRF grants and Stormwater Ops Fund
21	60,000	Additional funding to purchase second Parks & Recreation van	Capital savings
22	2,000	HR time clock rental	Contract Services savings

FY 22 Budget Amendment #4 Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
23	3,000	Community Development boards minutes preparation	Vacancy savings
24	3,000	Pool repairs	Vacancy savings
25	3,500	Additional building repairs	Vacancy savings
26	15,000	Bulletproof vests	Vacancy savings & grant
27	4,000	Police office supplies	Vacancy savings
28	1,500	PW Admin desk	Contingency
29	2,500	PW Admin laptop	Contingency
30	5,000	Roads & Streets backhoe lease	Savings from deferred truck lease
31	3,000	Miscellaneous small operating expense items	Savings from deferred truck lease
32	17,000	Vehicle repairs	Transfer of budget from Accident Repairs to Vehicle Repairs
33	170,000	High-definition security cameras and computer equipment	Saving from deferred ERP software
34	5,000	Additional telephone expense	Savings from deferred vehicle lease
35	300	Additional IT office supplies	Savings from deferred vehicle lease
36	20,000	Town Center increased utility expense	Savings from deferring painting of Town Center building to next year
37	55,000	Additional costs for security, janitorial services and restoration of recently vacated rental unit	Savings from deferring painting of Town Center building to next year
38	250,000	DERM required sewer evaluation for 15 Lift Station area, ten of which occurring this fiscal year	Savings from deferral of second round of Miami-Dade Water-Sewer debt repayment until next fiscal year
39	150,000	Additional wastewater processing charges due to increased volume	Savings from deferral of second round of Miami-Dade Water-Sewer debt repayment until next fiscal year
40	150,000	Additional potable water procurement cost in event of increased fourth quarter usage.	Savings from reduced Enterprise Fund legal costs
41	15,000	Additional credit card fees from increased payments	Savings from reduced Enterprise Fund legal costs
42	165,000	Increased costs from canal maintenance and assessment of Cairo Lane and Sharazad	Stormwater contingency
43	3,000	Additional vacuum truck lease	Stormwater contingency
44	1,000	Spill containment kits	Stormwater contingency
45	88,000	Required contamination study in conjunction with receiving 127th Canal grant	Stormwater Fund Balance
46	4,000	Parks & Recreation workload	Vacancy savings
47	5,000	HR employee physicals and recognition program	Contracted Services savings
48	–	Change funding source for 133rd Street Sewer Relocation project	Funding source changed from ARPA to Water-Sewer Ops Fund Balance
49	–	Change funding source for design of Pump Stations #9, #12 & #16	Funding source changed from ARPA to Water-Sewer Ops Fund Balance

FY 22 Budget Amendment #4 Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
50	–	Change funding source for Burlington Canal PH II, III	Funding source changed from ARPA to Stormwater Ops Fund Balance

Budget Amendment #4 Summary - First Hearing

Summary		
Funding		Notes
Revenue / Loans / Grants	$ (338,055)	(a)
Use Of Fund Balance	(1,638,689)	(b)
Total Funding – Excluding Transfers-In	(1,976,744)	
Transfer-In	(1,290,689)	
Total Funding	$ (3,267,433)	
Expenditure		
Expenditure – Excluding Transfers-Out	$ (1,976,744)	(c)
Transfers-Out	(1,290,689)	
Total Expenditure	$ (3,267,433)	

Notes

		Bgt. Amend #3	Incr/(Decr)	Bgt. Amend #4
(a)	**Revenue / Loans / Grants**			
	Strong Red Light Camera Revenue		$ 300,000	
	State Grant		298,752	
	State Loan		(936,807)	
	Total Revenue / Loans / Grants		$ (338,055)	
(b)	**Use Of/(Addition To) Fund Balance**			
	General Fund	$ 4,414,529	$ -	$ 4,414,529
	Water-Sewer Operating Fund	1,975,467	229,775	2,205,242
	Stormwater Operating Fund	1,721,652	(253,689)	1,467,963
	Special Law Enforcement	60,000	-	60,000
	American Recovery Plan Act (ARPA)	(2,363,756)	(1,614,775)	(3,978,531)
	Total Use Of / (Addition To) Fund Balance	$ 5,807,892	$ (1,638,689)	$ 4,169,203
(c)	**Expenditures**			
	Financial Consulting Services		$ 350,000	
	Sewer Evaluation		250,000	
	NW 147th St Drainage Project		240,725	
	Cairo Lane Assesment		229,442	
	Security Cameras & Computers		170,000	
	Canal & Sharazad Drainage Maintenance		165,000	
	Wasterwater Disposal Cost		150,000	
	Water Procurement		150,000	
	Stormwater Contamination Study		88,000	
	Leave Payout		84,000	
	Fuel		77,500	
	Van Purchase - Parks & Rec		60,000	
	Town Center Security, Janitorial & Vacated Rental Unit Clean-Up		55,000	
	Park Fences		53,000	
	Roadway Evaluation		52,000	
	Cairo Lane Assessment Change Order		50,089	
	Underground Tank Removal		30,000	
	Motorized Security Gate		30,000	
	Easement Acquisition - Pine Tree Lake		27,000	
	Bulletproof Vests		20,000	
	Town Center Utilities		20,000	
	Additional HR Assistant II		15,500	
	Credit Card Fees		15,000	
	Misc - 17 Items - Average $3,929		66,800	
	Expenditures - Gross		$ 2,449,056	
	Savings		(3,888,800)	
	Contingency		(537,000)	
	Expenditures - Net		$ (1,976,744)	