

City of Opa-locka

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



AMENDED

Virtual Special Commission Meeting Agenda

Wednesday, September 30, 2020

5:30 PM

City Commission

Mayor Matthew A. Pigatt

Vice Mayor Chris Davis

Commissioner Sherelean Bass

Commissioner Alvin Burke

Commissioner Joseph L. Kelley

Appointed Officials

City Manager John E. Pate

City Attorney Burnadette Norris-Weeks

City Clerk Joanna Flores, CMC

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105:

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



CITY OF OPA-LOCKA

VIRTUAL COMMISSION MEETING PROCEDURES

Pursuant to Governor Ron DeSantis Executive Order Number 20-69, the following rules will ensure that the City Commission Meetings and any other necessary city public meetings, governed by Florida's public meeting laws will provide for necessary public notice, allow for public participation and are conducted in the Sunshine. The following rules shall govern all City of Opa-locka public virtual meetings during the duration of Executive Order Number 20-69.

The City of Opa-locka virtual public meetings will be aired through Livestream, accessible at: <https://www.youtube.com/user/CityofOpaLocka>.

All residents will be able to view the meeting by tuning in to the link mentioned above. If you have comments you must submit those using the email address below or by requesting a link for the Zoom Webinar application provided under the Public Comment section below.

Platform

All City of Opa-locka public meetings shall be conducted via Zoom or other similar platform.

Please note that Governor DeSantis' Executive Order 20-69, suspended the requirement of a quorum to be present in person or requires a local government to meet at a specific public place.

Meeting Notice

The City of Opa-locka will send notice of virtual meetings in the same manner as all other commission meetings. Additionally, the notice will include an email address and telephone number with instructions on providing comments for the meeting.

Public Comments

The public may comment by submitting their comment ahead of the meeting by sending an email to PublicComments@opalockafl.gov. Please be sure to state your full name and address in your email for your comment to be read.

Comments submitted by members of the public by email will be read into the record during the meeting as long as they provide the comments by the deadline, 2 hours prior to the scheduled meeting time. Comments received after the deadline will be kept for the record, but will not be read during the meeting. If you have comments for more than one agenda item, please state which item you are commenting on.

The public may also provide comments through Zoom Webinar (Virtual Commission Meeting) by registering via email to PublicComments@opalockafl.gov and requesting the virtual meeting link. All requests must be received up to 2 hours prior to the scheduled meeting time. You will join the meeting in listen-mode only. If you have comments, you can raise your hand on the application to be allowed to speak.

During the public comment section of the agenda, the Mayor will allow for public comments to be read by the City Clerk from those submitted ahead of time. For real-time comments after you raise your hand using the application you will be acknowledged by staff and audio will become available for you to state your comment. Please make sure to state your name

and address for the record. There is a three (3) minute time limit for public comments. The Mayor may preserve decorum and order in accordance with the City's Charter, Code and Robert's Rules of Order.

For questions and/or additional information, please contact the Office of the City Clerk at (305) 953-2800 or (786) 877-4038.

AMENDED
CITY OF OPA-LOCKA
“The Great City”

VIRTUAL SPECIAL COMMISSION MEETING

Wednesday, September 30, 2020

5:30 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PUBLIC INPUT:
(agenda items only)

6. SECOND READING ORDINANCES / PUBLIC HEARINGS:

A. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DUAL-DESIGNATING 37TH AVENUE FROM 135TH STREET TO 151ST STREET AS “COMMISSIONER BARBARA JORDAN WAY”; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 9, 2020). *Sponsored by Commissioner Kelley*

B. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING SAME SUBJECT ORDINANCE NUMBERS 07-19 AND 13-33 WHICH IMPLEMENTED A BAN ON WEARING SAGGY PANTS AND SHIRTS IN CITY BUILDINGS AND PARKS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 9, 2020). *Sponsored by Vice Mayor Davis, Mayor Pigatt, Commissioner Bass and Commissioner Kelley*

7. RESOLUTIONS:

A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AUTHORIZING THE CITY MANAGER TO ACCEPT THE FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. TO CONDUCT A CONDITION ASSESSMENT OF

HISTORIC CITY HALL AND ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND, THREE HUNDRED FIFTY DOLLARS (\$43,350.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING EMERGENCY ORDER NO. 20-05 IMPLEMENTED BY THE CITY MANAGER JOHN E. PATE OF THE CITY OF OPA-LOCKA, FLORIDA IMPOSED ON APRIL 28, 2020 DUE TO NOVEL CORONAVIRUS DISEASE 2019 (COVID-19); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HIP ROCK STAR, LLC FOR PUBLIC RELATIONS AND MARKETING SERVICES IN AN AMOUNT NOT TO EXCEED SIXTY FIVE THOUSAND DOLLARS (\$65,000.00) FOR PROFESSIONAL SERVICES AND THIRTY THOUSAND (\$30,000.00) FOR REIMBURSABLE EXPENSES, AND AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXTENDING AN AGREEMENT WITH TRIMERGE CONSULTING GROUP, P.A., FOR A SIX MONTH PERIOD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

8. ADJOURNMENT:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DUAL-DESIGNATING 37TH AVENUE FROM 135TH STREET TO 151ST STREET AS "COMMISSIONER BARBARA JORDAN WAY"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as Miami-Dade County Commissioner for District 1, Commissioner Barbara Jordan has represented the City of Opa-Locka since 2004 at the County level; and

WHEREAS, as a gesture to recognize Commissioners Jordan's contributions to the community, the City of Opa-Locka desires to dual-designate 37TH Avenue from 135th Street to 151ST Street as "Commissioner Barbara Jordan Way"; and

WHEREAS, the City finds that it is in the best interest of the City to honor Commissioner Barbara Jordan by dual-designating part of 37TH Avenue as "Commissioner Barbara Jordan Way".

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

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

Section 2. The City Commission of the City of Opa-Locka hereby approves the dual designation of 37TH Avenue from 135th Street to 151ST Street as "Commissioner Barbara Jordan Way".

Section 3. The City Clerk is directed to transmit a copy of this Ordinance to Miami-Dade County Mayor Carlos A. Gimenez and the Miami-Dade County Board of County Commissioners for consideration.

Section 4. 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 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 5. This Ordinance 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 _____, 2020.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Burke	_____
Commissioner Kelley	_____
Vice-Mayor Davis	_____
Mayor Pigatt	_____



City of Opa-locka Agenda Cover Memo

Department Director:				Department Director Signature:			
City Manager:	John E. Pate			CM Signature:	<i>John E. Pate</i>		
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		Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X		X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: Not to exceed \$300.00		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	Commissioner Joseph L. Kelley		Department:	City Commission			

Short Title:

An ordinance of the City Commission of the City of Opa-locka, Florida co-designating 37TH Avenue from 135th Street to 151ST Street as Commissioner Barbara Jordan Way.

Staff Summary:

Staff finds it appropriate to co-designate a street in recognition of Commissioner Barbara Jordan for her support to the City of Opa-locka during her tenure as County Commissioner.

Financial Impact

This project will be funded as follows from the Roads & Streets division:

Account	Description	Available	Project	Remaining Balance
41-541530	Road Materials & Supplies	\$47,566	\$300	\$47,266
Total			\$300	

Proposed Action:

Approve legislation and forward a copy to Miami-Dade County Board of County Commissioners for consideration.

Attachment:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COMMISSION OF THE
CITY OF OPA-LOCKA, FLORIDA, REPEALING SAME
SUBJECT ORDINANCE NUMBERS 07-19 AND 13-33
WHICH IMPLEMENTED A BAN ON WEARING SAGGY
PANTS AND SHIRTS IN CITY BUILDINGS AND PARKS;
PROVIDING FOR INCORPORATION OF RECITALS;
PROVIDING FOR SEVERABILITY AND CODIFICATION;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on October 24, 2007, the City Commission of the City of Opa-Locka passed Ordinance No. 07-19 providing for a ban on the wearing saggy pants apparel in City buildings and parks; and

WHEREAS, on October 23, 2013, the City Commission of the City of Opa-Locka amended Ordinance 07-19 to include banning saggy pants and shirts worn by females in City buildings and parks; and

WHEREAS, the purpose of the ordinances was to discourage the appearance of individuals wearing saggy apparel and exposing their under garments in City buildings and parks; and

WHEREAS, the City Commission of the City of Opa-Locka finds that repealing the ordinances are in the best interest of the City and its residents.

**NOW THEREFORE, BE ORDAINED BY THE 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, Florida hereby repeals Ordinance Number 07-19 and Ordinance Number 13-33, which banned the wearing of saggy apparel in City buildings and parks.

Section 3. 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 or the City Manager's designee, without the need of a public hearing, by filing a corrected copy of same with the City Clerk.

PASSED AND ADOPTED this _____ day of _____, 2020.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass
Commissioner Burke
Commissioner Kelley
Vice-Mayor Davis
Mayor Pigatt

_____ (Yes)
_____ (Yes)
_____ (Yes)
_____ (Yes)
_____ (Yes)

_____ (No)
_____ (No)
_____ (No)
_____ (No)
_____ (No)



City of Opa-Locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:	<i>John E. Pate</i>	
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			
			Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	VM Chris Davis		Department:	City Commission	

Short Title:

An ordinance of the City Commission of the City of Opa-locka, Florida repealing Ordinance No. 07-19 and Ordinance No. 13-33, which implemented the Ban of wearing Saggy Pants Apparel and Shirts in City Buildings and Parks.

Staff Summary:

The City Commission adopted legislation which implemented the ban of wearing saggy pants and saggy shirts in City shirts in City buildings and parks.

Proposed Action:

Repeal prior legislation.

Attachment:

Ordinance No.'s 07-19 and 13-33.

1st Reading: 09/25/2013
2nd Reading: 10/23/2013
Public Hearing: 10/23/2013
Adopted: 10/23/2013
Effective Date: 10/24/2013
Sponsored by: Commissioner Johnson

Ordinance No. 13-33

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA TO AMEND ORDINANCE 07-19, SECTION 16-33, BAN OF WEARING SAGGY PANTS APPAREL, TO ALSO INCLUDE BANNING SAGGY PANTS AND SHIRTS WORN BY FEMALES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sec. 16-33 of the Code of Ordinances of the City of Opa-locka, reads:

Sec. 16-33. Ban on wearing saggy apparel in public facilities.

(a) It shall be unlawful for an individual to wear saggy pants apparel wherein underwear or under garments are exposed in city buildings and parks.

; and

WHEREAS, the City Commission of the City of Opa-locka desires to amend Sec. 16-33, and define individual, so that it clearly includes a ban on wearing saggy apparels by females.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA:

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

Section 2. Sec.16-33 of the Code of Ordinances is hereby amended, to read as follows:

Sec. 16-33. Ban on wearing saggy apparel in public facilities.

(a) It shall be unlawful for an individual (male or female) to wear saggy pants or slacks apparel wherein underwear or under garments are

exposed in city buildings and parks. Females, as well, shall also be banned from wearing saggy shirt or blouse apparel. Neither males nor females shall wear saggy apparel such as to constitute indecent exposure.

Section 3. If any clause, section, or other part or application of this Ordinance is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 5. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

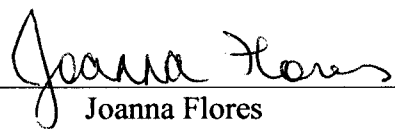
Section 6. This Ordinance shall upon adoption, become effective immediately.

PASSED AND ADOPTED this 23rd day of October, 2013.



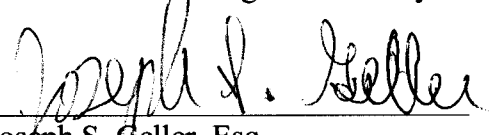
MYRA TAYLOR
MAYOR

Attest:



Joanna Flores
City Clerk

Approved as to form and legal sufficiency:



Joseph S. Geller, Esq.
GREENSPOON MARDER, PA
City Attorney

Ordinance No. 13-33

Moved by:	COMMISSIONER JOHNSON
Seconded by:	COMMISSIONER HOLMES
Commission Vote:	5-0
Commissioner Holmes:	YES
Commissioner Johnson:	YES
Commissioner Santiago:	YES
Vice-Mayor Kelley:	YES
Mayor Taylor:	YES



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on Wednesday, October 23, 2013 at 7:00 p.m. in the City Commission Chambers at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida to consider the following items:

SECOND READING ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CREATE A CIVIL SERVICE BOARD FOR THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading held on September 25, 2013).

Sponsored by J.K.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CREATE A HOUSING AUTHORITY & NUISANCE ABATEMENT BOARD FOR THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading held on September 25, 2013). *Sponsored by J.K.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO AMEND ORDINANCE 07-19, SECTION 16-33, BAN ON WEARING SAGGY PANTS APPAREL, TO ALSO INCLUDE BANNING SAGGY PANTS AND SHIRTS WORN BY FEMALES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on September 25, 2013). *Sponsored by D.J.*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO AMEND SECTION III PENALTIES FOR VIOLATION OF THE SAGGY PANTS ORDINANCE 10-28; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on September 25, 2013). *Sponsored by T.H.*

Additional information on the above items may be obtained in the Office of the City Clerk, 3400 NW 135th Street, Bldg. B, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearing.

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

**JOANNA FLORES, CMC
CITY CLERK**

Miami Dade College Open House



At All Miami Dade College Campuses

Each campus will award a scholarship for in-state tuition, books or fees!

Who should attend?

- High school students, parents, high school personnel and anyone interested in starting a new career
- Students interested in a Medical Campus program, or any of MDC's bachelor's

degree programs in areas including biological sciences; education; electronics engineering technology; film, television and digital production; nursing; physician assistant studies; public safety management; or supervision and management

You will have the opportunity to:

- Learn how you can train for hot jobs in many fields, such as aviation, computers and Web development, culinary arts, health care, hospitality and tourism, paralegal studies and more.
- Tour the campus and meet the students, faculty and staff of Miami Dade College.
- Learn about student organizations and activities.
- Attend sessions on financial aid, scholarships and admissions.

Reserve your spot now! Visit www.mdc.edu/openhouse or call **305.237.8888**.

For special needs or accessibility questions, call at least three days prior to the event.

2013 SATURDAY, OCT. 19	TUESDAY, OCT. 22	WEDNESDAY, OCT. 23
North Campus: 8:30 a.m.	InterAmerican Campus: 8 a.m. Homestead Campus: 6 p.m.	Carrie P. Meek Entrepreneurial Education Center: 10 a.m. Homestead Campus: 6 p.m.
THURSDAY, OCT. 24	SATURDAY, OCT. 26	WEDNESDAY, JAN. 29, 2014
Kendall Campus: 5:30 p.m. MDC West: 5:30 p.m.	Wolfson Campus: 9 a.m.	Medical Campus: 6 p.m.



1st Reading: OCTOBER 10, 2007
2nd Reading/Public Hearing: OCTOBER 24, 2007
Adopted: OCTOBER 24, 2007
Effective Date: OCTOBER 24, 2007
Sponsored by: T. Holmes

Ordinance No. 07-19

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING A NEW SECTION 16.33 OF THE CODE OF ORDINANCES PROVIDING FOR A BAN ON THE WEARING SAGGY PANTS APPAREL IN CITY BUILDINGS AND PARKS; CONTAINING A REPEALER PROVISION AND SEVERABILITY CLAUSE; FURTHER PROVIDING FOR AN EFFECTIVE DATE AND CODIFICATION IN THE CODE OF ORDINANCES

WHEREAS, the City Commission is concerned about the appearance being fostered by individuals wearing saggy pants and exposing their underwear in public; and

WHEREAS, the City Commission wishes to establish a dress code for city facilities which would prohibit the wearing of saggy pants which exposes underwear in public facilities.

NOW, THEREFORE, BE IT ORDAINED 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. A new section of the Code of Ordinances is hereby created¹:

“Section 16-33. Ban on wearing saggy apparel in public facilities.

It shall be unlawful for an individual to wear saggy pants apparel wherein underwear or under garments are exposed in city buildings and parks.”

Section 3. Any ordinance or ordinance in conflict herewith is hereby repealed.

¹ Words underlined indicate new language. Words stricken through indicate deletion of language. Asterisks indicate language which remains unchanged.

Section 4. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 5. This ordinance shall become effective in the manner provided by law.

Section 6. This ordinance shall, upon adoption, be codified in the City of Opa-locka Code of Ordinances.

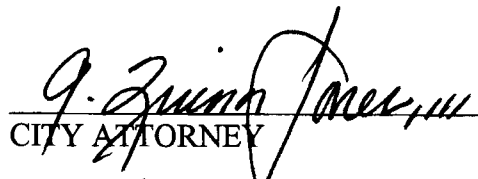
PASSED AND ADOPTED this 24 day of OCTOBER, 2007.


MAYOR

Attest:

Approved as to form and legal sufficiency:


CITY CLERK


CITY ATTORNEY
10/3/07
DATE

Moved by: VICE MAYOR JOHNSON
Seconded by: COMMISSIONER HOLMES
Commission Vote: 4-1
Commissioner Holmes: YES
Commissioner Tydus: YES
Commissioner Miller: YES
Vice-Mayor Johnson: YES
Mayor Kelley: NO

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AUTHORIZING THE CITY MANAGER TO ACCEPT THE FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. TO CONDUCT A CONDITION ASSESSMENT OF HISTORIC CITY HALL AND ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND, THREE HUNDRED FIFTY DOLLARS (\$43,350.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka Community Redevelopment Agency ("OCRA") and the City Commission of the City of Opa-Locka ("City Commission") have determined that Historic City Hall ("Facility") is an important example of Moorish architecture as evidenced by its inclusion on the Historic Registry; and

WHEREAS, such architecture was sought to be preserved, protected and restored through a Historic City Hall Rehabilitation Project ("Project"); and

WHEREAS, during the Rehabilitation Phase II of the Project, the building was reroofed and structural upgrades along with windows, mechanical and electrical work were completed; and

WHEREAS, the facility has been unoccupied and abandoned since 2016, however, the majority of the scope of work for Phase II was completed, the top of the tower was never installed; and

WHEREAS, as a result, the facility was exposed to bad weather up until such time as a temporary closure could be installed but damage resulted in the finished work of the material already installed; and

WHEREAS, the City Commission desires to complete the Historic City Hall Rehabilitation Project; and

WHEREAS, Staff recommends that a condition assessment report be conducted to determine how much of the work was completed, how much of the completed work can remain and how much of the unfinished work needs to be completed; and

WHEREAS, the City Commission further desires to accept the fee proposal of M.C. Harry and Associates, Inc., the prime Architect and Engineer of record for the Historic City Hall Rehabilitation Project, attached hereto as Exhibit "A", to conduct the condition assessment; and

WHEREAS, the Architect and Engineer's recommendations will provide a more accurate cost estimate to finish this project; 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 M.C. Harry and Associates, Inc., as attached in Exhibit "B", to conduct a condition assessment of Historic City Hall, in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

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 M.C. Harry and Associates, Inc. to conduct an condition assessment of Historic City Hall and enter into an agreement for same, as attached in Exhibit "B", in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

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, 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 ____ day of September 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Vice-Mayor Davis	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	09/30/2020	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
	x \$43,350.00		Public Hearing: (Enter X in box)	Yes	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: 320-44-541823		Advertising Requirement: (Enter X in box)	Yes	No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Condition Assessment, Report, and Recommendation to Finish the Historic City Hall Rehabilitation Project.

Staff Summary:

A Resolution of the City Commission of the City of Opa-locka, Florida, requesting approval for the City Manager to accept the fee proposal to conduct a condition assessment by MCHarry Associates, which is the prime Architect and Engineer on record for this project. During the Rehabilitation Phase II, the building was reroofed and structural upgrades along with windows, mechanical and electrical work has been completed. The facility has been unoccupied and abandoned since 2016; and although the majority of the scope for Phase II was completed, the top of the tower was never installed. The facility was exposed to bad weather until a temporary closure could be installed, but damage occurred to the finished work and the material already installed. This assessment report will determine how much of the work was completed, how much of the completed work can remain or be replaced, and how much of the unfinished work need to be completed. The Architect and Engineer's recommendation will provide a more accurate cost estimate to finish this project.

Financial Impact (FY 20 Budget)

Account	Description	Available	Project	Remaining Balance
44-541823	Historic City Hall	\$100,000	\$43,350	\$56,650

Project costs include \$35,850 for MCHarry Associates, \$7,150 mold and roof testing and \$350 for other reimbursable expense which may arise.

Proposed Action:

Staff recommends approval of this resolution.

Attachment:

1. Agenda
2. Proposal from MCHarry Associates
3. Contract Agreement between the City and MC Harry & Associates

CONSULTANT WORK ORDER PROPOSAL

September 11, 2020

City of Opa Locka
780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA, FL 33054

Att: Aira Austin

Re: Rehabilitation of Historic Opa-Locka City Hall Building
AE Fee Proposal –Unfinished Project - Conditions Assessment / Report and Recommendations

Dear Aira:

Here is our fee proposal for assessing how the current Historic Opa-locka City Building halted construction project can be completed by a new general contractor. Grace & Naeem Uddin, Inc were the original contractors for Phase 2A and Phase 2B of the rehabilitation project for the Historic City Hall. Unfortunately, they were unable to complete the project due to a variety of reasons. The building is currently unoccupied and although re-roofing and structural upgrades along with windows and some mechanical and electrical work has been completed, the building did not get the top of the tower installed. This means that the building is not weather-proofed and water has been getting into the building since 2016. At our site visit to re-acquaint ourselves with the project, we also noted that the new roofing is not performing as should be expected.

Due to the length of time that building has been exposed to the elements, we will need to review everything that was installed for all disciplines (architecture, structural, mechanical, electrical and plumbing) to assess how much of the Construction project was a) completed and b) can remain versus replaced or completed.

Because of the unknowns, this initial fee is to assess what is there and what we recommend prior to revising any of our drawings. We recommend that testing for any water intrusion damage (mold and mildew) be performed along with roof core testing as well and potential termite infestation. Building has not be weather tight in 4 years.

Once we provide a recommendation report and after acceptance by the city, we will to provide a fee proposal to revise our construction documents, re-permit the project (city and county), re-bid and construction administration along with a construction cost estimate.

SCOPE OF WORK

The Phase 1 work shall be organized in two (2) tasks.

Task 1	Conditions Assessment
Task 2	Report & Recommendations

Task 1 – Conditions Assessment Site Work

MC Harry will conduct a conditions assessment survey of the property. We will inspect & identify damaged areas as well as document existing conditions. Recognition and determination of deteriorated portions of the building that may need to be protected. Recommend measures including structural reinforcement, weatherization, or correction of unsafe conditions. We will provide all services necessary to;

1. Provide an on-site team of architects and engineers to investigate, and obtain detailed information regarding the existing conditions of the building and property including:
 - a. Existing Site Features

- b. Exterior Building walls: Conduct assessment of historic (new work and unfinished work) features to include: Foundations, Exterior Walls and Wood elements, Stucco, (Faux Brick/ Stone), Porches, Railings
 - c. Roofing areas and associated RWL drainage systems - what is the current condition and is it viable to remain or must it be redone.
 - d. Exterior Windows - installation and attachment
 - e. Exterior Doors - installation and attachment
 - f. Exterior features (Minarets, domes, porches, decorative features
 - g. Interior Finishes: Conduct in depth and detailed assessment of historic features to including inspection of Moisture, Fungal and insect infestation.
 - h. Structural Condition of completed work and what may still need to be completed
 - i. Structural conditions of the Tower and special features and steel elements.
 - j. Elevator
 - k. Mechanical and Plumbing Systems
 - l. Electrical Systems.
 - m. Review any construction items on site not installed that belong to the city and may be reused or not.
2. We will arrange for, and retain consultant to provide a new Environmental Assessment for presence of Mold and Air quality and termite. This task will be completed and paid for as a reimbursable expense. See Reimbursable Expense Allowance Below.
 3. We will arrange for the specialized services of roofing tests. These direct costs will be presented and invoiced to the City as a reimbursable expense. See Reimbursable Expense Allowance Below.

Fee/Compensation: \$14, 120

Task 2 – Report & Recommendations

Once the conditions assessment is completed, MCHarry will evaluate all of the data and information obtained, and will prepare a formal Report and Recommendations document. MCHarry will:

1. Provide recommendations of what can remain and what needs to be removed. Provide building code analysis and implications on the completion of project. Original drawings were designed to meet Florida Building Code 2010. On January 1, 2021, a new building code will take effect. Changes in the code will need to be reviewed against original construction drawings scope.
2. Prepare preliminary cost estimates of the completion of the restoration of historic City Hall;
3. Meet with the City to review and discuss the intended recommendations; and cost estimate implications.

Deliverables for this Task

Formal Report and Recommendations with preliminary cost estimate.

Fee/Compensation: \$21,730

SUB-CONSULTANTS

The below listed Sub-Consultants will assist in the performance of the Work. These are the same sub-consultants for the permitted drawings. .

Sub-Consultant Name	Specialty or Expertise
Bliss & Nyitray, Inc.	Structural Engineering

SDM Consulting Engineers	MEP Engineering
--------------------------	-----------------

I. SCHEDULE OF WORK – TIME OF PERFORMANCE

SCHEDULE			
Task	Major Task, Sub-Task, Activity, or Deliverable	Duration	Delivery Date* (calendar days)
0	Mobilization	15 days	NTP + 15
1	Conditions Assessment Site Work	15 days	NTP + 30
2	Issue Report & Recommendations	30 days	NTP + 60

* An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the City upon receipt of the NTP.

II. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Total Compensation Not to Exceed \$43,000. Said compensation includes fees for professional services; direct costs associated with; specialized material testing as outlined above.

PROFESSIONAL SERVICES

SCHEDULE OF FEES / COMPENSATION. Compensation shall be invoiced to the City monthly in proportion to the tasks completed, such that the following costs per task shall not be exceeded:

Task 1	CONDITIONS ASSESSMENT	\$	14,120
Task 2	REPORT AND RECOMMENDATIONS	\$	21,730
Total Lump Sum Fee for Professional Services:		\$	35,850

REIMBURSABLE EXPENSE

Reimbursable Expense Allowance (Not to Exceed): **\$ 7,500**

Allowance for Reimbursable Expenses: We recommend that this contract provide for an initial allowance of \$7,500 for the cost of direct expenses required in connection with the Work, Said Reimbursable Expenses shall be billed at the actual 'COST' incurred with receipts presented plus a markup of 10%.

1. Environment testing Consultant
2. Direct Cost for obtaining roof cores to determine condition of roofing system.
3. Printing of documents provided to the City
4. Regulatory fees, if any
5. Expenses paid on behalf of the City related to this project.

Submitted by: _____

Lourdes Solera, FAIA, Principal

Accepted by: _____

Aira Austin, City of Opa-lock

CITY OF OPA- LOCKA CITY HISTORIC CITY HALL
 FEE PROPOSAL - ASSESSMENT & RECOMMENDATIONS - UNFINISHED PROJECT
 9/11/2020



MCHarry Associates, Inc.
 2780 SW Douglas Road
 Miami, Florida 33133
 305-445-3765

TASK	DESCRIPTION	LABOR FEE	REIMB. COSTS	NOTES / REMARKS
1	CONDITIONS ASSESSMENT			
	Site Inspections, identification of damaged areas, documentation of existing conditions and restoration needed. Staff and equipment to site to investigate & assess existing conditions; included limited removal for testing & investigations			
	TOTAL HOURS PER PHASE	138		
	TOTAL FEE PER PHASE	\$ 14,120		
2	REPORT AND RECOMMENDATIONS			
	Code Analysis / Impact on Restoration	\$ 4,360		
	Prepare Cost Estimates	\$ 4,070		
	Develop Report and Recommendations	\$ 12,060		
	Prepare and Present to City & HP Board	\$ 1,240	[task removed - see additional services]	
	TOTAL HOURS PER PHASE	178		
	TOTAL FEE PER PHASE	\$ 21,730		
			316	TOTAL PROJECT HOURS
			\$ 35,850	TOTAL LUMP SUM FEE
4	REIMBURSABLE EXPENSE ALLOWANCES			
	[Billed at actual cost + 10%]			
	Mold Testing Consultant	\$ 5,500		
	Roofing Testing	\$ 1,650		
	TOTAL ALLOWANCE		7,150	



CONTRACT AGREEMENT

BETWEEN

CITY OF OPA- LOCKA

AND

MC HARRY AND ASSOCIATES, INC

FOR

CONDITION ASSESSMENT, REPORT & RECOMMENDATION
TO THE HISTORIC CITY HALL BUILDING

AGREEMENT

THIS IS AN AGREEMENT dated the _____ Day of **November, 2020**, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter
"CITY,"

and

MC HARRY AND ASSOCIATES

A licensed Company, authorized to do business in the State of Florida,
hereinafter "CONSULTANT".

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT 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 On **September 30, 2020**, the CITY authorized the proper CITY officials to enter into an agreement with CONSULTANT to render the services more particularly described herein below.

ARTICLE 2

SCOPE OF WORK

- 2.1 The CONSULTANT shall furnish all of the materials, equipment, tools, supplies, and labor necessary to perform all of the work described in accordance with **Fee Proposal dated September 11, 2020**. A copy of the Proposals are attached hereto and specifically made a part of this Agreement as Composite "Exhibit A" and the Resolution package is also attached as Composite "Exhibit B".
- 2.2 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.
- 2.3 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards for specified services. If within **One (1) Year** following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

ARTICLE 3

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The CONSULTANT shall commence work to be performed under this Agreement **upon full execution of Contract**. CONSULTANT shall complete all work in a timely manner substantially by **ninety days (90) after full execution of contract date**, and final completion will be **thirty days (30) after substantial completion date**. Should there be any delay in issuance of permit by the jurisdictional authorities completion time will be adjusted accordingly.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.
- 3.3 Consultant's failure to perform the work specified in Exhibit "A" shall result in Consultant being required to pay liquidated damages in the Amount of One Thousand Dollars and Zero Cents (**\$1,000.00**) per day for each unexcused day after the completion date set forth in Section 3.1 above.

ARTICLE 4

CONTRACT SUM

- 4.1 The CITY hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, **\$43,350.00** for work to be completed in accordance with the "Proposal" submitted by CONSULTANT. Itemized prices for work completed by the CONSULTANT shall be as

reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "A", with no change in the price shown. A total contract price hereto is referred to as Contract Sum and shall be **Forty Three Thousand Three Hundred Fifty Dollars.**

- 4.2 Notwithstanding any other provision of this contract, the CONSULTANT shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of one (1) year after final completion certificate and retainage payment, and shall correct within fourteen business days (14) any defects which may appear during this period upon notification by CITY. This provision shall in no way affect the manufacturing warranty for repair or replacement.
- 4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by CONSULTANT except those previously made and still unsettled.

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted by the Consultant to the Owner in the Standard American Institute of Architects' Forms (AIA) G701, G702, and G703, and upon Project Applications and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Consultant as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
 - 5.2.1. The City is under a declared State of Financial Emergency pursuant to Section 218.503, Florida Statutes. As a result, the parties to this Agreement acknowledge that all invoices presented for payment shall be reviewed and approved by the State of Florida prior to payment and that the City is therefore unable to comply with the Florida Local Government Prompt Payment Act.
 - 5.2.2. Each Application for Payment shall be based upon the Schedule of Values submitted by the Consultant in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and *be* prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Consultant's Applications for Payment.
 - 5.2.3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
 - 5.2.4. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.2.4.1 Take that portion of the Contract Sum properly allocable to completed Work as

determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the Consultant to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.2.4.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and material suitably stored at the site for subsequent incorporation in the completed construction or, if approved in advance by the Owner, material suitably stored off the site at a location agreed upon in writing, less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by the Owner; and subtract amounts, if any, for which the Construction Manager has withheld or nullified a Certificate for Payment.

5.3 Each Application for Payment submitted by the Consultant to the Owner shall include Partial Release of lien from his company and each subConsultant for labor, equipment, services or materials described in the Application for Payment.

5.4 The progress payment amount determined in accordance with the above shall be further modified under the following circumstances:

5.4.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Owner determines for incomplete Work and unsettled claims; and

5.5 Reduction or limitation of retainage, if any, shall be as follows: None

ARTICLE 6 FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Consultant when:

(a) The Contract has been fully performed by the Consultant upon the Consultant's

- fulfilled responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment, and
- (b) The Consultant has furnished the City with Final Release of Lien from his own company and from each subConsultant for labor, equipment, services or materials described in the Final Application for Payment, and
 - (c) A final Project Certificate for Payment has been issued by the City upon the Architect/Engineer of records final completion Certificate, and
 - (d) The Consultant has met all provisions of the reporting requirements of grants if the project is funded by grant money; such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment.

ARTICLE 7

CONSULTANT'S LIABILITY INSURANCE

- 7.1 The CONSULTANT shall not commence work under this contract until it has obtained all insurance required under this Article and such insurance has been approved by the CITY nor shall the CONSULTANT allow any SubConsultant, if applicable, to commence work on a sub-contract until all similar such insurance required of the subConsultant has been obtained and approved.
- 7.2 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.
- 7.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 7.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as set forth in the Architect/Engineer of Records' Final Completion Certificate and the Certificate of Occupancy (C.O.) 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 CONSULTANT shall furnish, at least three (3) 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 there under is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.
- 7.5 Consultant's Insurance Coverage shall include General Liability, Automobile Liability, Professional Liability and Worker's Compensation and Employer's Liability:

- (a) Workers' Compensation Insurance – as required by law;
 - (b) Employer's Liability Insurance - as required by law;
 - (c) Automobile Liability Insurance – the minimum limit of coverage shall be \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability
 - (d) Personal Injury in the minimum amounts of \$1,000.000 for combined Bodily Injury and Property Damage.
 - (e) Professional Liability Insurance: minimum coverage shall be \$1,000,000.00 with deductible or self-insured retention (SIR) indicated.
- 7.6 The CONSULTANT shall hold the CITY, its 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 additional insured under their policy.
- 7.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures, following discussion and confirmation of the same with the Consultant.

ARTICLE 8

PROTECTION OF PROPERTY

- 8.1 At all times during the performance of this Contract, the CONSULTANT shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever.

ARTICLE 9

CONSULTANT 'S INDEMNIFICATION

- 9.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters and with the work being performed by Consultant. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.
- 9.2 The CONSULTANT 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 CONSULTANT 's negligent acts, errors, or omissions.

- 9.3 If a court of competent jurisdiction holds the City liable for certain tortious 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 10

INDEPENDENT CONSULTANT

- 10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for any 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 and similar laws. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

CONTRACT BOND

- 11.1 ~~The CONSULTANT is required to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, with the City of Opa Locka as the obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.~~

ARTICLE 12

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

- 12.1 CITY or CONSULTANT may request changes that would increase decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in 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:

DATE

PROJECT NAME

PROJECT COST

CHANGES DESCRIPTION

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT

ESTIMATED PROJECT COMPLETION DATE

ARCHITECT/ENGINEER OF RECORD'S APPROVAL

- 12.2 In no event will the CONSULTANT be compensated for, nor will the City request for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 13

TERM AND TERMINATION

- 13.1 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 CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he 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 CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.
- 13.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the Agreement.

ARTICLE 14

CONTRACT DOCUMENTS

- 14.1 CONSULTANT and CITY hereby agree that the following Contract Documents, made a part of this Agreement, as if written herein word for word: This Agreement; Proposals as set forth in Exhibit "A" and City's Resolution in Exhibit "B".

ARTICLE 15

MISCELLANEOUS

15.1 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.

15.2 Assignments:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

15.3 Records:

CONSULTANT shall keep the as-built drawings, the shop-drawings, books and records and require any and all subConsultant s 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 CONSULTANT 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, or for such longer period as is required by law. 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.

15.4 Ownership of Documents:

Reports, surveys, plans, calculations, shop-drawings studies and other data provided in connection with this Agreement are and shall remain the property of City.

15.5 No Contingent Fees:

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, 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.

15.6 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 CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: John E. Pate, City Manager
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

COPY TO: Burnadette Norris-Weeks, City Attorney
401 NW 7th Avenue
Fort Lauderdale, FL 33311

COPY TO: Airia Austin, CIP Director
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

CONSULTANT : _____

15.7 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.

15.8 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.

15.9 Headings:

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.10 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.

15.11 Governing Law:

This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

15.12 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.

15.13 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.

15.14 Extent of Agreement:

This Agreement, together with all contract documents, and all exhibits hereto or to the contract documents, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

15.15 Waiver:

Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in 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.

15.16 Equal Opportunity Employment:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated, during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 16

NOTICE TO PROCEED

The CONSULTANT shall commence work within five (5) working days from the date of the Notice to Proceed (NTP) following **the issuance of approved permit by jurisdictional authorities, whichever comes earlier**. No work shall begin without NTP. Residents must be given at least 48 hour-notice to commence construction at the site.

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, CMC	John E. Pate
City Clerk	City Manager

APPROVED AS TO FORM:

Burnadette Norris-Weeks, P.A. City Attorney

MC HARRY AND ASSOCIATES, INC

ATTEST:

_____	_____
Authorized Representative (Name)	(Signature)

WITNESSES:

_____	_____
(Name)	(Signature)

_____	_____
(Name)	(Signature)

STATE OF FLORIDA
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 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit “A”

PROPOSAL:

See attached document for Exhibit “B”

CITY’S RESOLUTION No. 20-_____

RESOLUTION NO. 20-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING EMERGENCY ORDER NO. 20-05 IMPLEMENTED BY THE CITY MANAGER JOHN E. PATE OF THE CITY OF OPA-LOCKA, FLORIDA IMPOSED ON APRIL 28, 2020 DUE TO NOVEL CORONAVIRUS DISEASE 2019 (COVID-19); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 9, 2020, Florida Governor Ron DeSantis promulgated Executive Order 20-52 and declared a State of Emergency in Florida in response to COVID-19; and

WHEREAS, The Florida Governor's Executive Order 20-52, Section (4)(0)(1) provides that each municipality in the State of Florida is authorized to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to the taking of whatever prudent action is necessary to ensure the public's health, safety, and welfare; and

WHEREAS, on March 13, 2020, due to the threat of COVID-19, City Manager John E. Pate declared a Local State of Emergency for the City of Opa-Locka, which was subsequently ratified by the City Commission; and

WHEREAS, on April 28, 2020, City Manager John E. Pate, issued Order No. 20-05 (See Attached Exhibit "A"), which prohibited gatherings at City parks; prohibited the opening of non-essential businesses and required facial coverings; and

WHEREAS, the City Commission of Opa-Locka ("City") now desires to amend Order No. 20-05 to allow for the re-opening of parks, but to enforce a requirement that social distancing be adhered to and that masks and/or other facial coverings be worn at all times.

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

Section 1. Adoptions 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. Amending Declaration of City Manager Order 20-05. The City Commission of the City of Opa-Locka, Florida hereby amends Order No. 20-05 issued by the City Manager, John Pate, on April 28, 2020 to allow for reopening of parks, but to enforce a requirement that social distancing be adhered to and that masks and/or other facial coverings be worn at all times in accordance with Exhibit "A" attached hereto.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption, and is subject to the approval of the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this 30th day of September, 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Vice-Mayor Davis	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

City Manager:	John E. Pate		CM Signature:	<i>John E. Pate</i>	
Commission Meeting Date:	09.30.2020		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance
				X	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>(Enter Fund & Dept)</i> Ex: <i>Account# :</i>			Advertising Requirement: <i>(Enter X in box)</i>	Yes	No
					X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
		X			
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution authorizing the City Manager to repeal Emergency Order No. 20-05 which prohibited gatherings in any parks and recreational facilities owned and operated by the City of Opa-locka.

Staff Summary:

Parks and open spaces should be re-opened, however social distancing and facial coverings should be a priority while in City facilities. There is no financial impact.

Proposed Action:

Staff recommends approval to repeal Emergency Order No. 20-05.

Attachment:

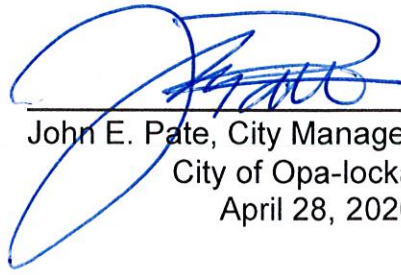
Emergency Order No. 20-05



ORDER No. 20-05

**DECLARATION OF LOCAL EMERGENCY
MEASURES IMPLEMENTED BY THE CITY
MANAGER OF
THE CITY OF OPA-LOCKA, OF MIAMI-DADE
COUNTY, FLORIDA**

I, John E. Pate, City Manager of the City of Opa-locka, County of Miami-Dade, State of Florida, acting under the authority granted to municipalities by Florida Statutes Sections 252.38, et seq., and 501.160, and Executive Order Number 20-52 promulgated by Governor Ron Desantis on March 9, 2020, by the authority granted to me by Resolution No. 20-9742 passed by the City of Opa-locka City Commission on March 13, 2020 and by my authority under the City of Opa-locka Code of Ordinance 18-2, and by relevant sections of the Miami-Dade County Code of Ordinances, and having determined that because COVID-19 is a natural emergency whose effects are or will be significantly felt within the City of Opa-locka and that on account thereof there is reason to believe that it is necessary to take whatever prudent action is necessary to ensure the health, safety, and welfare of the City of Opa-locka do hereby proclaim and declare that a state of local emergency exists within the City of Opa-locka, County of Miami-Dade, State of Florida and the attached and elected emergency measures are necessary and are hereby instituted.



John E. Pate, City Manager
City of Opa-locka
April 28, 2020

ORDER No. 20-05
LOCAL EMERGENCY MEASURES IMPLEMENTED BY THE
CITY MANAGER OF THE CITY OF OPA-LOCKA, FLORIDA

WHEREAS, on March 9, 2020, Florida Governor Ron Desantis promulgated Executive Order 20-52 and declared a State of Emergency in Florida in response to COVID-19; and

WHEREAS, Executive Order 20-52, Section (4)(0)(1) provides that each municipality in the State of Florida is authorized to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to the taking of whatever prudent action is necessary to ensure the public's health, safety, and welfare; and

WHEREAS, COVID-19 is a natural emergency whose increasing effects are being felt within the City of Opa-locka and that on account thereof, there is reason to believe that the virus will continue to spread; and

WHEREAS, Miami-Dade County Mayor Carlos A. Gimenez declared a State of Emergency for South Florida due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, City Manager John E. Pate, declared a Local State of Emergency for the City of Opa-locka due to the threat of COVID-19; and

WHEREAS, the Center for Disease Control ("CDC") is predicting that it is "likely" that "widespread transmission" of COVID-19 will continue to occur within the United States; and

WHEREAS, on March 13, 2020, the City Commission of the City of Opa-locka ratified the declaration of the City Manager pursuant to Resolution No. 20-9742 for the benefit of expressing the seriousness of the local public health and safety matters facing the City and the immediate need for such matters to be addressed; and

WHEREAS, the effects of COVID-19 continue to require extraordinary and immediate actions by the City of Opa-locka in order to protect the public's health, safety, and welfare; and

NOW, THEREFORE, I, John E. Pate, City Manager of the City of Opa Locka, County of Miami-Dade, State of Florida, acting under the authority granted to municipalities by Florida Statutes Sections 252.38, et seq., 501.160, and Executive Order Number 20-52 promulgated by Governor Ron Desantis on March 9, 2020, and by City of Opa-locka Code of Ordinances 18-2 and by relevant sections of the Miami-Dade County Code of Ordinances, by City of Opa-locka Resolution No. 20-9742, in addition to the Local Emergency Measures

I have previously ordered, hereby **ORDER** and promulgate the following additional Local Emergency Measures for the City of Opa-locka, **effective April 28, 2020 at 11:59 p.m.:**

Parks and Recreational Facilities

1. Gatherings in any parks and recreational facilities owned or operated by the City of Opa-locka are prohibited during the duration of this order.
2. This order shall expire upon the expiration of the existing City of Opa-locka State of Local Emergency, except that if such State of Local Emergency is extended, this order shall also be deemed extended for the duration of the State of Emergency. This order may be cancelled earlier by the order of the City Commission.

Non-Essential Businesses

All non-essential businesses, as defined by the Governor and the Mayor of Miami-Dade County, are prohibited from all business operations in the City of Opa-locka, with the exception of businesses identified in Section III, Paragraph 1, of Emergency Order 2020-02, until further notice.

Facial Coverings

1. For the purposes of this order, a mask means a form of covering of the nose and mouth and shall include a face mask, homemade mask, or other cloth covering.
2. All persons working in grocery stores, convenience stores, pharmacies, retail food facilities, and restaurants SHALL wear a Mask at all times while inside grocery stores, convenience stores, pharmacies, retail food facilities, and restaurants.
3. All grocery stores, convenience stores, pharmacies, retail food facilities, and restaurants SHALL require customers and visitors to wear Masks while inside such grocery stores, convenience stores, pharmacies, retail food facilities, and restaurants.
4. All persons providing delivery services from grocery stores, convenience stores, pharmacies, retail food facilities, and restaurants SHALL be required at all times to wear a Mask while making deliveries.
5. All persons performing construction activities SHALL at all times, wear Mask while on the construction site.
6. All other essential retail and commercial establishments, as defined in Local

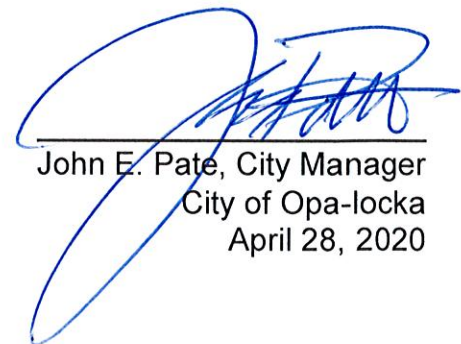
Emergency Measures Order 20-02 and Miami-Dade County Emergency Order 07-20, as amended, are strongly encouraged to require the use of face Masks and other personal protective equipment, such as gloves, subject to the availability of such items.

7. To the extent possible, persons should refrain from utilizing surgical masks and N95 respirators which are in short supply and should be reserved for healthcare workers, medical first responders, and law enforcement, as recommended by CDC guidance.

Prior to the issuance of any citation or notice, businesses that are not in compliance with the above directives shall be issued a warning by the City and be given the reasonable opportunity to comply requirements. In the event the directive are not complied with after the warning, the City shall have the right to order the closure of the business until the requirements are met.

The Emergency Measures set forth herein shall be in addition to all prior Local Emergency Measures ordered and promulgated by the City of Opa-locka.

All requirements¹ and directives contained in this Local Emergency Measure, as well as all active Miami-Dade County Emergency Orders and all Executive Orders issued by Florida Governor Ron Desantis shall be strictly adhered to at all times and enforceable pursuant to the Code of the City of Opa-locka and Section 252.50, Florida Statutes.



John E. Pate, City Manager
City of Opa-locka
April 28, 2020

NOTICE OF ORDER No. 20-05 DECLARATION OF LOCAL EMERGENCY MEASURES

Under the provisions of law and §§ 252.31 - 252.60, Florida Statutes, the City Manager declared on March 13, 2020, that a State of Local Emergency continues to exist and it is the intent that the declared emergency will extend for the same period of time as Miami-Dade County, Florida state of emergency and in accordance with the authority granted to municipalities pursuant to Executive Order Number 20-52 promulgated by Governor Ron Desantis on March 9, 2020, there is reason to believe that there continues to exist a clear and present danger of substantial injury to the health, safety, and welfare of persons or to property, all of which constitute an imminent threat to public peace and order and to the general welfare of this City and, therefore, the *attached* Local Emergency Measures are necessary and are hereby necessary and being promulgated pursuant with Section 252.38, Florida Statutes, after coordination with Miami-Dade County.

All persons within the City of Opa-locka are advised to become informed as to the contents of the attached Order No. 20-05 Declaration of Local Emergency Measures and to keep informed as to the issuance of further Local Supplementary Emergency Orders. Any violations of Order No. 20-05 Declaration of Local Emergency Measures and previously promulgated Local Emergency Measures may be subject persons to arrest and conviction thereof to the penalties as provided by law.



AMENDMENT 1 TO EMERGENCY ORDER No. 20-05 LOCAL EMERGENCY MEASURES

WHEREAS, on March 9, 2020, Florida Governor Ron Desantis promulgated Executive Order 20-52 and declared a State of Emergency in Florida in response to COVID-19; and

WHEREAS, Executive Order 20-52, Section (4)(0)(1) provides that each municipality in the State of Florida is authorized to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to the taking of whatever prudent action is necessary to ensure the public's health, safety, and welfare; and

WHEREAS, COVID-19 is a natural emergency whose increasing effects are being felt within the City of Opa-locka and that on account thereof, there is reason to believe that the virus will continue to spread; and

WHEREAS, Miami-Dade County Mayor Carlos A. Gimenez declared a State of Emergency for South Florida due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, City Manager John E. Pate, declared a Local State of Emergency for the City of Opa-locka due to the threat of COVID-19; and

WHEREAS, the Center for Disease Control ("CDC") is predicting that it is "likely" that "widespread transmission" of COVID-19 will continue to occur within the United States; and

WHEREAS, on March 13, 2020, the City Commission of the City of Opa-locka ratified the declaration of the City Manager pursuant to Resolution No. 20-9742 for the benefit of expressing the seriousness of the local public health and safety matters facing the City and the immediate need for such matters to be addressed; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend Order No. 20-05 to allow for the re-opening of parks, but to enforce a requirement that social distancing be adhered to and that masks and/or other facial coverings be worn at all times.

WHEREAS, the City of Opa-Locka desires to abide by all other provisions consistent with this Order.

NOW, THEREFORE, the City Commission of the City of Opa-Locka, County of Miami-Dade, State of Florida, acting under the authority granted to municipalities by Florida Statutes Sections 252.38, et seq., 501.160, and Executive Order Number 20-52 promulgated by Governor Ron Desantis on March 9, 2020, and by City of Opa-locka Code of Ordinances 18-2 and by relevant sections of the Miami-Dade County Code of Ordinances, by City of Opa-locka Resolution No. 20-9742, in addition to the Local Emergency Measures statutorily granted hereby **ORDERS** and promulgates the following Local Emergency Measures for the City of Opa-locka, **effective October 1, 2020 at 11:59 a.m.:**

Parks and Recreational Facilities

1. Gatherings in any parks and recreational facilities owned or operated by the City of Opa-locka shall be permitted to operation as was allowed prior to the establishment of the initial Order, other than under the conditions set forth herein and those imposed by the City Manager.

Facial Coverings

1. For the purposes of this order, a mask means a form of covering of the nose and mouth and shall include a face mask, homemade mask, or other cloth covering.
2. All persons working in grocery stores, convenience stores, pharmacies, retail food facilities, and restaurants SHALL wear a Mask at all times while inside grocery stores, convenience stores, pharmacies, retail food facilities, and restaurants.
3. All grocery stores, convenience stores, pharmacies, retail food facilities, and restaurants SHALL require customers and visitors to wear Masks while inside such grocery stores, convenience stores, pharmacies, retail food facilities, and restaurants.
4. All persons providing delivery services from grocery stores, convenience stores, pharmacies, retail food facilities, and restaurants SHALL be required at all times to wear a Mask while making deliveries.
5. All persons performing construction activities SHALL at all times, wear Mask while on the construction site.
6. All other essential retail and commercial establishments, as defined in Local

Emergency Measures Order 20-02 and Miami-Dade County Emergency Order 07-20, shall require the use of face Masks and/or other facial coverings be worn at all times.

7. To the extent possible, persons should refrain from utility surgical masks and N95 respirators which are in short supply and should be reserved for healthcare workers, medical first responders, and law enforcement, as recommended by CDC guidance.

Prior to the issuance of ant citation or notice, businesses that are not in compliance with the above directives shall be issued a warning by the City and be given the reasonable opportunity to comply requirements. In the event the directive are not complied with after the warning, the City shall have the right to follow any guidance and orders allowing for enforcement as set forth is applicable Miami-Dade County Emergency Orders.

The Emergency Measures set forth herein shall be in addition to all prior Local Emergency Measures ordered and promulgated by the City of Opa-locka to the extent applicable.

**All requirements¹ and directives contained in this Local Emergency Measure,
as well as all active Miami-Dade County Emergency Orders and all Executive
Orders issued by Florida Governor Ron Desantis shall be strictly adhered
to at all times and enforceable pursuant to the Code of the City of Opa-
locka
and Section 252.50, Florida Statutes.**

Matthew A. Pigatt, Mayor

John Pate, City Manager

Date

ATTEST:

Joanna Flores, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HIP ROCK STAR, LLC FOR PUBLIC RELATIONS AND MARKETING SERVICES IN AN AMOUNT NOT TO EXCEED SIXTY FIVE THOUSAND DOLLARS (\$65,000.00) FOR PROFESSIONAL SERVICES AND THIRTY THOUSAND (\$30,000.00) FOR REIMBURSABLE EXPENSES, AND AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Request for Proposal (RFP) 20-0701100 was published on May 31, 2020 to provide Public Relations and Marketing consulting services on an as-needed and ongoing basis with experience in creating a unique brand/identity, memorable message development and communication through multiple media formats (See, Attached Exhibit A); and

WHEREAS Seven (7) proposals were received by the City Clerk's Office and certified by the City Clerk on July 1, 2020; and

WHEREAS, the Evaluation Committee established by City Manager reviewed the proposals and subsequently selected Hip Rock Star, LLC as the lowest responsive responsible bidder (See Attached Exhibit "B"); and

WHEREAS, the City Commission finds that it is in the best interest of the residents to enter into an Agreement with Hip Rock Star, LLC for public relations and marketing services from October 1, 2020 to September 30, 2022, as attached hereto as Exhibit "C" for an amount not to exceed Sixty-Five Thousand Dollars (\$65,000.00) for Professional Services and Thirty Thousand Dollars (\$30,000.00) for reimbursable services.

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 Manager is hereby directed to enter into an Agreement with Hip Rock Star, LLC to provide Public Relations and Marketing Services to the City of Opa-Locka, as more specifically set forth in Exhibit “A” and not to exceed Sixty-Five Thousand Dollars (\$65,000.00) for Professional Services and Thirty Thousand Dollars (\$30,000.00) for reimbursable services..

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

PASSED AND ADOPTED this ____ day of _____, 2020.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Bass:
Commissioner Burke:
Commissioner Kelley:
Vice Mayor Davis:
Mayor Pigatt:



City of Opa-locka Agenda Cover Memo

City Manager:	John E. Pate		CM Signature:	<i>John E. Pate</i>	
Commission Meeting Date:	09.30.2020	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
	X				
			Public Hearing: (Enter X in box)	Yes	No
				X	Yes
Funding Source: Account# : 19-519312	(Enter Fund & Dept) Ex: \$95,000.00 Other Professional Services		Advertising Requirement: (Enter X in box)		Yes
					No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)
		X			
Sponsor Name	City Manager		Department:		City Manager

Short Title:

A resolution authorizing the City Manager to renew the existing agreement with Hip Rock Star, LLC for Public Relations and Marketing Services in an amount not to exceed Sixty-Five Thousand Dollars (\$65,000.00) and Reimbursable Expenses not to exceed Thirty Thousand Dollars (\$30,000.00).

Staff Summary:

Request for Proposal (RFP) 20-0701100 was published on May 31, 2020 for Public Relations and Marketing Consultant. Seven (7) proposals were received by the City Clerk's Office and certified by the City Clerk on July 1, 2020.

The Evaluation Committee reviewed the proposals and subsequently selected Hip Rock Star, LLC as the lowest responsive responsible bidder.

Financial Impact

Account	Description	Available	Project	Remaining Balance
19-519312	Other Professional Services	\$95,000	\$95,000	—

Proposed Action:

Staff recommends approval to enter into an agreement which will educate and effectively communicate with the citizens and business community.

Attachment:

Agreement

Resolution No. 20-9787

Resolution No. 20-9788

AGREEMENT

This Agreement is entered into this _____ day of _____ between the City of Opa-Locka ("City") and Hip Rock Star, LLC ("Contractor"), whose address is 9507 SW 160TH ST, Suite 230, Miami, FL 33157.

WHEREAS, Contractor is a public relations and marketing firm; and

WHEREAS, the Contractor desires to be associated with the City and City desires to retain Contractor to perform public relations and marketing services on an emergency basis.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the City and the Contractor mutually agree as follows:

1. This Agreement shall be effective as of October 1, 2020 and shall terminate the Agreement on September 30, 2021 (the "Term").
2. City retains Contractor as an independent contractor and Contractor agrees to work closely with the City to provide the following Public Relations and Marketing Service pursuant to the Scope of Services set forth in Exhibit "A".
3. The City agrees to pay Contractor a fee of Ninety-Five Dollars (\$95.00) an Hour for services during the term hereof at an amount not to exceed a total of Sixty-Five Thousand Dollars (\$65,000.00). Contractor shall be paid upon receipt of an invoice documenting specific deliverables that were provided to the City. Contractor shall not exceed an additional Thirty Thousand Dollars (\$30,000.00) for reimbursable expenses as defined in this Agreement.
4. 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 agreement, and any expenses for which Contractor expects to be reimbursed.
5. Reimbursable Expenses shall mean actual expenditures incurred by Contractor in the interest of this Agreement and approved by the City Manager in advance, including for media expenses, flyers, and printing expenses of official documents.
6. Contractor agrees to use best efforts, attention, knowledge and skill in carrying out Services. Contractor acknowledges the importance of completing the Services as set forth in this Agreement and further agrees that time is of the essence in all matters relating to fulfilling the obligations of this Agreement.

7. The fee shall be the entire compensation for any and all services rendered by Contractor hereunder.
8. The City shall not have any obligation hereunder to provide and shall not provide the Contractor or his dependents with medical, health, pension or any other employee benefits.
9. Contractor acknowledges and agrees that it shall be solely and exclusively Contractor's obligation and responsibility to report to the appropriate governmental agencies and other authorities all compensation received by Contractor hereunder and to report and pay all taxes or impositions thereon. Contractor shall indemnify and hold harmless the City for and against any and all claims, damages, losses or obligations asserted or imposed against the City by Contractor, any governmental agency or any other person in connection with the payment or recovery of such sums.
10. The City expressly reserves the right, at any time or for any reason whatsoever, to retain other Contractors in addition to Contractor to perform Services that are similar or identical to the Services being performed by Contractor.
11. Contractor acknowledges that, in the course of performing the Services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the City and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to Contractor or of which Contractor may otherwise become aware are and shall be and remain the confidential information of the City ("Confidential Information"). The Contractor will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. Contractor further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the City's or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information").
12. Contractor agrees to hold such Confidential Information and Proprietary Information in strict confidence; not to disclose such Confidential Information and Proprietary Information with others or use the same in any way, commercially or otherwise, except in performance of the Services at anytime without the prior written consent of the City; to take all actions reasonably necessary to protect the confidentiality of the information and, at termination of this Agreement, to return all Confidential Information and Proprietary Information to the City whether written, printed, machine readable or in any other form whatsoever.

13. All Services provided by Contractor are deemed Services done for hire. The City shall be deemed to be the absolute and unqualified owner items owned by the City for use.
14. The City shall not be under any obligation to use Contractor's name or give Contractor credit of any kind for any of the Services performed or work product prepared or furnished by Contractor; nor may Contractor use the City's name or trademark in any manner, expressly or implied, which might tend to convey the impression that Contractor's services indicate an endorsement by the City of Contractor's services, without the prior written consent of the City.
15. It is understood and agreed that Contractor's relationship with the City is not to exercise supervision of Contractor in Contractor's performance of the Services nor shall the City require Contractor's compliance with detailed orders or instructions, it being intended that Contractor shall serve as an independent contractor to the City with the time, manner and place of performance of Contractor's obligations being determined by Contractor, in his sole discretion and judgment as an independent Contractor.
16. Contractor acknowledges and agrees that it does not have the authority to bind or attempt to bind the City by contract or otherwise, or to represent to third parties that Contractor has any right to so bind the City or to use the City's name in any connection of or for any purpose whatsoever.
17. To the extent permitted by law, the Contractor shall be liable for and indemnify, defend, and hold the City and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, officers, subcontractors, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. This section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City, any sums due to the Contractor under this Contract may be retained by the City until all of the City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City. The parties agree that such indemnification obligations shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

18. Contractor shall maintain at its sole cost and expense all times, comprehensive general liability insurance, in addition to any other insurance the City may reasonably require. Each policy shall state that it is not subject to cancellation, modification, or reduction in coverage without 30 days written notice to the City prior to the effective date of cancellation, modification or reduction in coverage. Contractor shall maintain each of the above insurance policies throughout the term of this Agreement and any extensions of this Agreement.
19. This Agreement is personal in nature to Contractor and the rights and obligations of Contractor may not and shall not be assigned, subcontracted, delegated or otherwise transferred by Contractor by operation of law or otherwise.
20. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such State. The parties further agree to abide by all applicable Federal and State law and that venue shall be in Miami-Dade County.
22. This Agreement or any part of this Agreement may be terminated by either party at any time upon no less than three (3) days' notice to the other party delivered in person or by confirmed delivery.
23. All agreements and covenants herein are severable, and in the event any one of them shall be held to be invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.
24. In the event of conflict concerning the terms of this Contract, the parties will seek to mediate prior to filing any associated litigation.
25. If a court of competent jurisdiction holds the City of Opa-Locka 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 as a result of this Contract.
26. It is the intention of the parties that this Agreement supersedes all prior agreements, representations and understandings and that it shall not be modified or amended in any respect except in a writing signed by both parties.

("City")

("Contractor")

Date Signed

Tax ID or Social

EXHIBIT “A”

SCOPE OF SERVICES

CONTRACTOR AGREES TO:

- Create a Marketing Plan to be approved by City
- Service Press Release on behalf of City on Twitter
- Service Press Release for City targeted news outlets
- Pitch development initiatives/stories and photo opportunities to outlets
- Coordinate and schedule interviews with spokesperson
- Develop talking points for interviews
- Broadcast interviews live on all Social Media platforms
- Provide an after-action report including all media releases, media clips, high performance social media posts with analytics, log of television and radio appearances
- Develop graphics to visually convey positive facts about the City
- Post information to all social media platforms
- Develop and distribute a newsletter
- Distribute information to City constituents via group texts and telephone calls

As a way to facilitate the aforementioned outcomes, the City agrees to:

- a) Work with the Hip Rock Star, LLC staff to identify information to be distributed.
- b) Provide feedback and approval on all work prior to disseminating to public, press, and constituents.
- c) Provide Access to scheduling of Spokesperson as needed.

RESOLUTION NO. 20-9787

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF HIP ROCK STAR, LLC. FOR PUBLIC RELATIONS AND MARKETING CONSULTING SERVICES PURSUANT TO REQUEST FOR PROPOSAL (RFP) 20-0701100; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2020, the City of Opa-Locka received seven bid proposals relating to Request For Proposal (RFP) 20-0701100 (attached as Exhibit "A"), to provide Public Relations and Marketing consulting services on an as-needed and ongoing basis with experience in creating a unique brand/identity, memorable message development and communication through multiple media formats; and

WHEREAS, the City Manager's Office assembled an Evaluation Committee ("Committee") to review, evaluate, score and rank the proposals submitted. Said Committee used certain criterion to rank all duly submitted proposals; and

WHEREAS, upon review of all proposals submitted, the Committee recommended Hip Rock Star, LLC. as the lowest responsive responsible bidder as reflected in the City Manager's Memorandum, attached hereto as Exhibit "B"; and

WHEREAS, Proposals were ranked by the following criterion: Price Proposal (35%), Resources and approach (30%), Experience and Qualification (25%) and References (10%); and

WHEREAS, Hip Rock Star, LLC. was the highest ranked bidder for the work to be performed at a fixed cost bid amount of Sixty-Five Thousand Dollars (\$65,000.00); and

WHEREAS, the City Manager recommends acceptance of the bid amount with Hip Rock Star, LLC., in an amount not to exceed Sixty-Five Thousand Dollars (\$65,000.00); and

WHEREAS, the City Commission finds that acceptance of the bid amount 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. Adoption of Representations. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Acceptance of Proposal and Authorization of Agreement. The City Commission of the City of Opa-locka, FL hereby accepts the proposal of Hip Rock Star, LLC. relating to Request For Proposal (RFP) 20-0701100, to provide Public Relations and Marketing Consulting Services, for a cost not to exceed Sixty-Five Thousand Dollars (\$65,000.00).

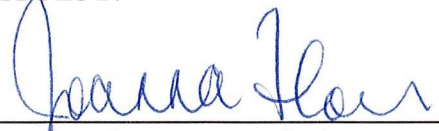
Section 3. Effective Date.
This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and ADOPTED this 30th day of July, 2020.



Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Burnadette Norris-Weeks, P.A.

Moved by: VICE MAYOR DAVIS

Seconded by: COMMISSIONER BASS

VOTE: 4-1

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	NO
Vice-Mayor Davis	YES
Mayor Pigatt	YES



City of Opa-Locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:	<i>John E. Pate</i>	
Commission Meeting Date:	07.30.2020	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
			Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# : 19-519312	(Enter Fund & Dept) Ex: \$65,000 per Fiscal Year Other Contracted Services		Advertising Requirement: (Enter X in box)	Yes	No X
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communcation ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution authorizing the City Manager to execute an agreement with Hip Rock Star, LLC for Public Relations and Marketing Consultant pursuant to RFP No. 20-0701100.

Staff Summary:

Request for Proposal (RFP) 20-0701100 was published on May 31, 2020 for Public Relations and Marketing Consultant. Seven (7) proposals were received by the City Clerk's Office and certified by the City Clerk on July 1, 2020.

The Evaluation Committee reviewed the proposals and subsequently selected Hip Rock Star, LLC as the lowest responsive responsible bidder. Staff is recommending that the City Commission approve an agreement commencing October 1, 2020 – September 30, 2022.

Proposed Action:

Staff recommends the approval based on the Selection Committee review, scoring and ranking. Approving a two year agreement with said firm not to exceed \$65,000 per fiscal year.

Attachment:

Agreement



**Office of the City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054**

John E. Pate, MS, CM
City Manager

Telephone (786) 338-6598
Email: jpate@opalockafl.gov

To: Mayor Matthew Pigatt
Vice Mayor Chris Davis
Commissioner Sherelean Bass
Commissioner Alvin Burke
Commissioner Joseph L. Kelley

From: John E. Pate, City Manager

Date: July 27, 2020

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 HIP ROCK STAR, LLC FOR PUBLIC RELATIONS AND MARKETING CONSULTANT PURSUANT TO RFP NO. 20-0701100; 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.

Analysis: Bid proposals were received by the Office of the City Clerk on July 1, 2020 at 2:04 p.m. 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:

Inklink Marketing LLC	Impacten Media
Quest Corporation of American, Inc.	Blueprint Creative Group
Hip Rock Star, LLC	W Creative Agency
The Brand Advocates, Inc.	

The evaluation committee met on July 24, 2020 to review proposals. Members of the evaluation committee included:

Airia Austin, CIP/Public Works Director
Gregory Gay, Planning and Community Development Director
Randy Grice, Legislative Aide to the Mayor and City Commission
Nelson Rodriguez, Information Technology Director
Kierra Ward, Human Resources Director

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%
Price Proposal	35%
Resources and Approach	30%
References	10%

Below you will find the selection committee evaluations that include scoring of the seven (7) proposals submitted / received. The proposals are listed in order from highest to lowest in ranking:

Hip Rock Star, LLC

Name	Rating
Airia Austin	4.25
Gregory Gay	4.20
Randy Grice	4.35
Nelson Rodriguez	4.65
Kierra Ward	3.45
TOTAL	4.18

The Brand Advocates, Inc.

Name	Rating
Airia Austin	3.85
Gregory Gay	3.65
Randy Grice	3.60
Nelson Rodriguez	4.65
Kierra Ward	4.15
TOTAL	3.98

Quest Corporation of American, Inc.

Name	Rating
Airia Austin	5.00
Gregory Gay	3.65
Randy Grice	3.60
Nelson Rodriguez	4.25
Kierra Ward	4.35
TOTAL	3.89

Blueprint Creative Group

Name	Rating
Airia Austin	4.00
Gregory Gay	4.00
Randy Grice	3.65
Nelson Rodriguez	3.25
Kierra Ward	4.25
TOTAL	3.83

Impacten Media

Name	Rating
Airia Austin	4.15
Gregory Gay	3.90
Randy Grice	3.05
Nelson Rodriguez	4.00
Kierra Ward	4.00
TOTAL	3.89

W Creative Agency

Name	Rating
Airia Austin	2.65
Gregory Gay	3.90
Randy Grice	3.65
Nelson Rodriguez	3.70
Kierra Ward	3.20
TOTAL	3.42

Inklink Marketing, LLC

Name	Rating
Airia Austin	4.00
Gregory Gay	3.55
Randy Grice	1.90
Nelson Rodriguez	3.65
Kierra Ward	3.00
TOTAL	3.22

Recommendation(s):

Staff recommends approval based upon the committee's review, evaluation, scoring and ranking of the proposals submitted. Therefore, it is the recommendation of the Selection Committee that the City negotiates and enters into an agreement with Hip Rock Star, LLC.

Attachments:

Request for Proposal (RFP) #20-0701100

Advertisements

Bid Certification

Committee Evaluation Forms

Bid Proposals

EVALUATION MATRIX

RFP No. 20-0701100 Public Relations and Marketing Consultant

Firm Name: Inklink Marketing, LLC

Evaluation

Reviewer Name:		Airia Austin		Gregory Gay		Randy Grice		Nelson Rodriguez		Kierra Ward	
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	3	0.75	3	0.75
Price Proposal	35%	3	1.05	3	1.05	1	0.35	4	1.40	3	1.05
Resources and approach	30%	4	1.20	4	1.20	2	0.60	4	1.20	3	0.90
References	10%	5	0.50	3	0.30	2	0.20	3	0.30	3	0.30
Total	100%		4.00		3.55		1.90		3.65		3.00

Firm Name: Impacten Media

Evaluation

Reviewer Name:		Airia Austin		Gregory Gay		Randy Grice		Nelson Rodriguez		Kierra Ward	
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	3	0.75	4	1.00
Price Proposal	35%	4	1.40	4	1.40	4	1.40	5	1.75	4	1.40
Resources and approach	30%	4	1.20	4	1.20	2	0.60	4	1.20	4	1.20
References	10%	3	0.30	3	0.30	3	0.30	3	0.30	4	0.40
Total	100%		4.15		3.90		3.05		4.00		4.00

Firm Name: Quest Corporation of American, Inc.

Evaluation

Reviewer Name:		Airia Austin		Gregory Gay		Randy Grice		Nelson Rodriguez		Kierra Ward	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualification	25%	5	1.25	4	1.00	4	1.00	5	1.25	5	1.25
Price Proposal	35%	5	1.75	3	1.05	4	1.40	4	1.40	4	1.40
Resources and approach	30%	5	1.50	4	1.20	3	0.90	4	1.20	4	1.20
References	10%	5	0.50	4	0.40	3	0.30	4	0.40	5	0.50
Total	100%		5.00		3.65		3.60		4.25		4.35

EVALUATION MATRIX

RFP No. 20-0701100 Public Relations and Marketing Consultant

Firm Name: Blueprint Creative Group

Evaluation

		Reviewer Name:		Airia Austin		Gregory Gay		Randy Grice		Nelson Rodriguez		Kierra Ward	
Criterion	Weight	Rating	Score	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	5	1.25
Price Proposal	35%	3	1.05	4	1.40	4	1.40	3	1.05	4	1.40	4	1.40
Resources and approach	30%	4	1.20	4	1.20	4	1.20	3	0.90	4	1.20	4	1.20
References	10%	5	0.50	4	0.40	3	0.30	3	0.30	4	0.40	4	0.40
Total	100%		4.00		4.00		3.65		3.25		4.25		4.25

Firm Name: Hip Rock Star, LLC

Evaluation

		Reviewer Name:		Airia Austin		Gregory Gay		Randy Grice		Nelson Rodriguez		Kierra Ward	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualification	25%	5	1.25	5	1.25	4	1.00	5	1.25	3	0.75	3	0.75
Price Proposal	35%	4	1.40	3	1.05	5	1.75	4	1.40	4	1.40	4	1.40
Resources and approach	30%	4	1.20	5	1.50	4	1.20	5	1.50	3	0.90	3	0.90
References	10%	4	0.40	4	0.40	4	0.40	5	0.50	4	0.40	4	0.40
Total	100%		4.25		4.20		4.35		4.65		3.45		3.45

Firm Name: W Creative Agency

Evaluation

		Reviewer Name:		Airia Austin		Gregory Gay		Randy Grice		Nelson Rodriguez		Kierra Ward	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualification	25%	2	0.50	4	1.00	3	0.75	3	0.75	3	0.75	3	0.75
Price Proposal	35%	3	1.05	4	1.40	4	1.40	5	1.75	3	1.05	3	1.05
Resources and approach	30%	3	0.90	4	1.20	4	1.20	3	0.90	4	1.20	4	1.20
References	10%	2	0.20	3	0.30	3	0.30	3	0.30	2	0.20	2	0.20
Total	100%		2.65		3.90		3.65		3.70		3.20		3.20

EVALUATION MATRIX

RFP No. 20-0701100 Public Relations and Marketing Consultant

Firm Name: The Brand Advocates, Inc.

Evaluation

Reviewer Name:		Airia Austin		Gregory Gay		Randy Grice		Nelson Rodriguez		Kierra Ward	
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualification	25%	5	1.25	4	1.00	4	1.00	5	1.25	5	1.25
Price Proposal	35%	4	1.40	3	1.05	4	1.40	4	1.40	4	1.40
Resources and approach	30%	3	0.90	4	1.20	3	0.90	5	1.50	4	1.20
References	10%	3	0.30	4	0.40	3	0.30	5	0.50	3	0.30
Total	100%		3.85		3.65		3.60		4.65		4.15

EVALUATION MATRIX

RFP No. 20-0701100 Public Relations and Marketing Consultant

FIRM SELECTED

Reviewer:

	Inklink Marketing, LLC	Impacten Media	Quest Corporation of	Blueprint Creative Group
Airia Austin	4.00	4.15	5.00	4.00
Gregory Gay	3.55	3.90	3.65	4.00
Randy Grice	1.90	3.05	3.60	3.65
Nelson Rodriguez	3.65	4.00	4.25	3.25
Kierra Ward	3.00	4.00	4.35	4.25
AVERAGE RATING	3.22	3.82	4.17	3.83

Reviewer:

	Hip Rock Star, LLC	W Creative Agency	The Brand Advocates, Inc.	
Airia Austin	4.25	2.65	3.85	
Gregory Gay	4.20	3.90	3.65	
Randy Grice	4.35	3.65	3.60	
Nelson Rodriguez	4.65	3.70	4.65	
Kierra Ward	3.45	3.20	4.15	
AVERAGE RATING	4.18	3.42	3.98	



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR PROPOSALS
Public Relations and Marketing Consultant
RFP NO. 20-0701100**

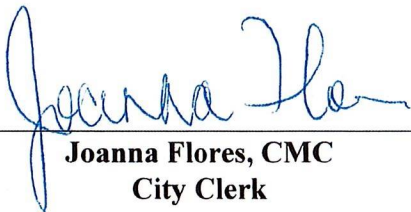
I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that according to the provisions of Sec. 2-320.1 of the City's Code of Ordinances, sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 2:04 p.m. this 1st day of July, 2020.

PROPOSAL(S) RECEIVED

<u>NAME/ADDRESS</u>	<u>LUMP SUM PRICE</u>
1. Inklink Marketing LLC 6073 NW 167 Street, Suite C18 Hialeah, FL 33015 Contact: Kimberly Miller, President Office: (305) 631-2477 Cell: (305) 333-2809 Email: kmiller@inklinkmarketing.com	\$ 125,235.00
2. The Brand Advocates, Inc. 1951 NW 7 th Avenue, Suite 400 Miami, FL 33136 Contact: Tasha Cunningham, Managing Partner Office: (305) 671-3177 Cell: (305) 335-8466 Email: tasha@thebrandadvocates.com	\$62,500.00
3. Impacten Media Website: www.impactendigital.com Contact: Gil Rodriguez, Managing Principal Office: (305) 985-0030 Email: gil@impactendigital.com	\$59,500.00
4. Quest Corporation of American, Inc. 6750 N Andrews Avenue, Suite 200 Fort Lauderdale, FL 33309 Contact: Diane Hackney, Assistant Vice President Office: (866) 662-6273 Email: Diane.Hackney@QCAusa.com Website: www.QCAusa.com	\$61,935.00

5. **Blueprint Creative Group** **\$60,000.00**
990 Biscayne Boulevard, Suite 503
Miami, FL 33132
Contact: Fabiola Fleuranvil, Chief Executive Officer
Office: (305) 741-0378
Cell: (404) 437-0078
Website: www.BlueprintCreativeGroup.com
6. **Hip Rock Star, LLC** **\$65,000.00**
18001 Old Cutler Road, Suite 490
Palmetto Bay, FL 33157
Contact: Jessica Garrett Modkins, Project Manager
Office: (305) 970-1518
Cell: (305) 744-5758
Email: jgm@hiprockstar.com
7. **W Creative Agency** **\$57,600.00**
2433 Gulf to Bay Blvd, Suite 103
Clearwater, FL 33765
Contact: Victoria Walker, Managing Director
Office: (727) 209-7850
Email: Victoria@wcreates.com

I further certify that sealed proposal(s) were submitted and properly opened in the presence of the following: Sha'mecca Lawson, Executive Assistant to the City Manager.



Joanna Flores, CMC
City Clerk

MIAMI-DADE COUNTY COMMISSION

Renier Diaz de la Portilla faces Higgins in Miami-Dade race

BY MARTIN VASSOLO
mvassolo@miamiherald.com

Miami-Dade Commissioner Eileen Higgins already beat one Diaz de la Portilla brother on her way to victory during the 2018 election.

Now she is up against the youngest of the three politically connected brothers, Renier Diaz de la Portilla, a former Miami-Dade School Board member. He filed on May 21 to run against Higgins in the District 5 race in the August election.

Higgins, a Spanish-speaking Ohio native who used the campaign nickname "La Gringa," won a 2018 special election to replace former Commissioner Bruno Barreiro, who resigned to run for Congress.

Then a political newcomer, she beat Alex Diaz de la Portilla, now a city of Miami commissioner, in the primary and then overtook Zoraida Barreiro, the former commissioner's wife.

The district covers the cities of Miami and Miami

Beach. Rounding out the field of candidates is Miguel Soliman, who ran for the Miami City Commission in 2017.

The primary will be Aug. 18 and the general election will be Nov. 3.

"I look forward to a spirited campaign over the next three months," Higgins told the Miami Herald. "I'm proud of the great work we've done for District 5 in the short two years since I was elected to the commission."

Higgins, who considers transportation and afford-

able housing among her political priorities, has raised just over \$273,500 toward her reelection effort. Soliman, whose campaign website lists public safety and transportation among his top issues, has raised about \$61,700. Diaz de la Portilla has not yet reported campaign contributions.

Soliman did not respond to a request for comment Tuesday.

In a statement to the Herald, Diaz de la Portilla said voters would appreciate that he was "born and



Miguel Soliman, a candidate for the Miami-Dade County Commission.



MATIAS J. OCNER mocner@miamiherald.com
Miami-Dade Commissioner Eileen Higgins has two challengers in her run for reelection.

raised in this community and shares its values."

He also counted transportation and affordable housing among his campaign pillars, along with "creating jobs in a post-Covid world," he said, referring to the coronavirus pandemic.

"As a former elected official here for 10 years, I

know how to get things done," he said. "As a lawyer in private practice for years now, I also understand we have to get this local economy going again."

Martin Vassolo:
305-376-2071,
martinvassolo



CITY OF OPA-LOCKA REQUEST FOR PROPOSALS RFP NO: 20-0701100

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, **Wednesday, July 1, 2020 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. Due to COVID-19 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: 20-0701100** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A Mandatory pre-bid meeting will be held on Wednesday, **June 10, 2020 at 10:00 a.m.** via zoom. Join Zoom Meeting at <https://us02web.zoom.us/j/82216267436?pwd=bU1odm9iQTZPbC9saEdmTkFDYjQzdz09>.

Meeting ID	Password	One Tap Mobile	Dial by your location	Find your local number
822 1626 7436	780777	+13126266799, 82216267436#, 1#, 780777# US (Chicago) +16465588656, 82216267436#, 1#, 780777# US (New York)	+1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 301 715 8592 US (Germantown) +1 346 248 7799 US (Houston) +1 669 900 9128 US (San Jose) +1 253 215 8782 US (Tacoma)	https://us02web.zoom.us/j/82216267436?pwd=bU1odm9iQTZPbC9saEdmTkFDYjQzdz09

Joanna Flores, CMC
City Clerk

MIAMI-DADE COUNTY COMMISSION

Renier Diaz de la Portilla faces Higgins in Miami-Dade race

BY MARTIN VASSOLO
mvassolo@miamiherald.com

Miami-Dade Commissioner Eileen Higgins already beat one Diaz de la Portilla brother on her way to victory during the 2018 election.

Now she is up against the youngest of the three politically connected brothers, Renier Diaz de la Portilla, a former Miami-Dade School Board member. He filed on May 21 to run against Higgins in the District 5 race in the August election.

Higgins, a Spanish-speaking Ohio native who used the campaign nickname "La Gringa," won a 2018 special election to replace former Commissioner Bruno Barreiro, who resigned to run for Congress.

Then a political newcomer, she beat Alex Diaz de la Portilla, now a city of Miami commissioner, in the primary and then overtook Zoraida Barreiro, the former commissioner's wife.

The district covers the cities of Miami and Miami

Beach. Rounding out the field of candidates is Miguel Soliman, who ran for the Miami City Commission in 2017.

The primary will be Aug. 18 and the general election will be Nov. 3.

"I look forward to a spirited campaign over the next three months," Higgins told the Miami Herald. "I'm proud of the great work we've done for District 5 in the short two years since I was elected to the commission."

Higgins, who considers transportation and affor-

dable housing among her political priorities, has raised just over \$273,500 toward her reelection effort. Soliman, whose campaign website lists public safety and transportation among his top issues, has raised about \$61,700. Diaz de la Portilla has not yet reported campaign contributions.

Soliman did not respond to a request for comment Tuesday.

In a statement to the Herald, Diaz de la Portilla said voters would appreciate that he was "born and



Miguel Soliman, a candidate for the Miami-Dade County Commission.



MATIAS J. OCNER mocner@miamiherald.com

Miami-Dade Commissioner Eileen Higgins has two challengers in her run for reelection.

raised in this community and shares its values."

He also counted transportation and affordable housing among his campaign pillars, along with "creating jobs in a post-Covid world," he said, referring to the coronavirus pandemic.

"As a former elected official here for 10 years, I

know how to get things done," he said. "As a lawyer in private practice for years now, I also understand we have to get this local economy going again."

Martin Vassolo:
305-376-2071,
martinvassolo



CITY OF OPA-LOCKA REQUEST FOR PROPOSALS RFP NO: 20-0701100

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, **Wednesday, July 1, 2020 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. Due to COVID-19 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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Joanna Flores, CMC
City Clerk

FROM PAGE 105E

REAL ESTATE

LUXURY BUYERS CONTINUE TO DROP MILLIONS ON CONDO LIVING IN MIAMI.

One Thousand Museum, Aston Martin Residences and Missoni Baia.

Brickell Flatiron's remaining penthouse — a 4,633-square-foot duplex on the 62nd floor — is still available for \$9 million. The original price of \$7.5 million was boosted after Miami architect Alexis Cogul Leonart, founder of Doo Architecture, built out and designed the space with Italian furnishings. The penthouse was also curated with accessories by Nest Casa.

Four other units have

gone to contract since March — all at asking price. They range from a 900-square-foot one-one for \$450,000 to a 2,200-square-foot three-bedroom, three-and-a-half bath condo for \$1.88 million. One buyer was local but others came from Mexico, Italy and New York. Despite a slowdown in local sales, two have already closed.

Rebecca San Juan:
305.376.2160,
@rebecca_sanjuan



"Priorities are changing for luxury condo buyers," Vanessa Grout said. "Buyers want more space and clean buildings." Grout is the president of CMC Real Estate, a branch of the downtown Miami-based development firm CMC Group.



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Joanna Flores, CMC
City Clerk

FROM PAGE 35W

PARKS

now Calle Ocho. Every Saturday, my brother, sister and I walked to the Tower Theater to watch movies, cartoons, news reels and adventure serials. Twenty-five cents would buy admission, a drink and a bag of popcorn.

My family went to a downtown church so from my earliest years I was in downtown Miami at least once a week. As a result, I feel very much at home in downtown Miami, even today. There were four churches within walking distance of each other and their members frequently went to Luke's Drug Store between Sunday school and church. Attending a

downtown church made it possible to know people from all over Greater Miami. In high school, we even dated across town through friends we met in church youth groups. Because of these friends, I always saw Miami as a whole and not just as a sum of many parts.

When I was in the fourth grade we moved to Miami Shores. I thought we had moved to Jacksonville. Although this was considered an upward move for my family, I missed the old neighborhood and my friends.

But I made new friends in Miami Shores, especially my best friend, Adele Khoury. We were the two

How to write your own Miami Story

For more information on the Miami Stories project or to share your story, please visit www.historymia.mi.org/miamistories.

tallest girls in the class and liked to call ourselves "back row" girls because we were always together on the back row in school pictures. We rode our bikes everywhere. We also went downtown on Bus 11 for a day at the movies and lunch at Royal Castle where hamburgers cost five cents. She remains my closest friend today.

I got my sense of history and my passion for Miami

from my father. He always had his nose in a history book, taught me historical facts, a love for the constitution and took me around and told me things about Miami.

"Remember this," he would say. He ran for the City of Miami Commission when I was 5 and I remember passing out brochures at a rally in Bayfront Park. He and my mother set a good example by being involved in the community.

My family was ethnically Southern and I could talk and eat Southern-style. When it came to race, however, they were unlike most others who lived in then-segregated Miami. I was taught to respect everyone regardless of their race, religion, gender or ethnicity. My father often spoke out against segregation and anti-Semi-

tism. Once, I remember being very embarrassed when he spoke out in a restaurant because the management would not admit black patrons. Years later, I realized how remarkable he was and how blessed I was to grow up in such an inclusive environment.

I went to college and my first career was an American history and government teacher. I taught at Miami Edison Senior High, my alma mater, the first year it was integrated. I also had a large group of young Cuban refugees in my class — many of whom had been sent to Miami without their parents. They taught me through example to respect the Cuban exiles who were moving to Miami. Many invited me to come visit them when they returned

home to Cuba. Little did any of us realize that they would not be able to return for many years, if ever.

How lucky I was to be born and grow up in Miami.

Miami taught me to be open to change and to adapt to the unexpected. It taught me to accept people and welcome newcomers. It gave me an eagerness to learn. When I began writing Miami history and working to preserve its important places, I called on all these memories of people, places and events to help me. When I write about Miami, I always include everyone in the story. Each day, I realize there is no better place to live if you want a jump start on America's future and always have a great story to tell.



CITY OF OPA-LOCKA REQUEST FOR PROPOSALS

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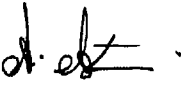
Joanna Flores, CMC
City Clerk

EVALUATION FORM

RFP No. 20-0701100 Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Airia Austin Date: 7/24/2020

Signature: 

Firm Name: Ink Link Marketing

Evaluation

Notes: This is a well coordinated group

Criterion	Rating
Experience and Qualifications	5
Price Proposal	3
Resources and Approach	4
References	5

Eight years of experience

Reasonable price for the services being requested

A wealth of resources

Firm Name: Impacten Media

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	5
Price Proposal	4
Resources and Approach	4
References	3

Eleven years of experience

Very reasonably priced

References well stated

Firm Name: Quest Corporation of America

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	5
Price Proposal	5
Resources and Approach	5
References	5

Well grounded

Well priced

Wealth of knowledge

Strong references

Firm Name: Blue Print Creative Group

Evaluation

Notes:

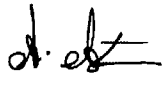
Criterion	Rating
Experience and Qualifications	5
Price Proposal	3
Resources and Approach	4
References	5

EVALUATION FORM

RFP No. 20-0701100 Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Airia Austin Date: 7/24/2020

Signature: 

Firm Name: Hip Rock Star LLC

Evaluation

Criterion	Rating
Experience and Qualifications	5
Price Proposal	4
Resources and Approach	4
References	4

Notes:

Seven years of experience

Reasonable price for the services being requested

Great work history

Good references

Firm Name: W Creative Agency

Evaluation

Criterion	Rating
Experience and Qualifications	2
Price Proposal	3
Resources and Approach	3
References	2

Notes:

Not much experience in the industry

Very reasonably priced

Limited resources

Not well engaged

Firm Name: The Brand Advocates, Inc.

Evaluation

Criterion	Rating
Experience and Qualifications	5
Price Proposal	4
Resources and Approach	3
References	3

Notes:

25 years of experience well grounded

Priced well

Firm Name: _____

Evaluation

Criterion	Rating
Experience and Qualifications	
Price Proposal	
Resources and Approach	
References	

Notes:

EVALUATION FORM

RFP No. 20-0701100
Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

GREGORY GAY

Date:

7/24/2020

Signature:

[Signature]

Firm Name:

INKLINK MARKETING LLC

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	4
Price Proposal	3
Resources and Approach	4
References	3

REP AVAILABLE
 LIMITED MUNICIPAL EXPERIENCE
 LOCAL OFFICE

14/25

Firm Name:

IMPACTED MEDIA

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	4
Price Proposal	4
Resources and Approach	4
References	3

REP AVAILABLE
 LACK UNDERSTANDING OF THE COMMUNITY
 LIMITED MUNICIPAL EXPERIENCE
 LINKS TO CASE STUDIES WERE NOT ACCESSIBLE

15/20

Firm Name:

QUEST CORPORATION OF AMERICA, Inc

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	4
Price Proposal	3
Resources and Approach	4
References	4

REP AVAILABLE
 INTERNS & APPRENTICES IN TAMPA FL
 LOCAL OFFICES
 DIVERSE EXPERIENCE

15/20

Firm Name:

BLUEPRINT CREATIVE GROUP

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	4
Price Proposal	4
Resources and Approach	4
References	4

LOCAL GROUP w/ NATIONAL EXPOSURE
 LOCAL OFFICES
 DIVERSE EXPERIENCE

16/20

EVALUATION FORM

RFP No. 20-0701100 Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Gregory Gray

Date:

7/24/2020

Signature:

[Signature]

Firm Name:

Hip Rock Star LLC

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	5
Price Proposal	3
Resources and Approach	5
References	4

REP AVAILABLE

LOCAL OFFICE

DIVERSE EXPERIENCE

LOCAL WORK WITH NATIONAL EXPOSURE

Firm Name:

17 SD
WE CREATIVE AGENCY

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	4
Price Proposal	4
Resources and Approach	4
References	3

NO REP

NOT LOCAL

LIMITED MUNICIPAL EXPERIENCE

Firm Name:

15 SD
THE BRAND ADVOCATES

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	4
Price Proposal	3
Resources and Approach	4
References	4

NO REP

TAB 09 DOC NOT COMPLETE

LOCAL OFFICE

Firm Name:

15 SD

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	
Price Proposal	
Resources and Approach	
References	

EVALUATION FORM

RFP No. 20-0701100 Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Randy Grice

Date:

7-24-20

Signature:



Firm Name:

InKlink Marketing LLC

Evaluation

Criterion	Rating
Experience and Qualifications	3
Price Proposal	1
Resources and Approach	2
References	2

Notes:

Good services and experience but too expensive.

Firm Name:

Impacten Media

Evaluation

Criterion	Rating
Experience and Qualifications	3
Price Proposal	4
Resources and Approach	2
References	3

Notes:

Price and services provided are on point with the city's needs and what we can afford.

Firm Name:

Quest Corporation of American, Inc.

Evaluation

Criterion	Rating
Experience and Qualifications	4
Price Proposal	4
Resources and Approach	3
References	3

Notes:

Good background in working with local government in South Florida.

Firm Name:

Blueprint Creative Group

Evaluation

Criterion	Rating
Experience and Qualifications	3
Price Proposal	4
Resources and Approach	4
References	3

Notes:

I like this team's vision for the future of the city in helping us to attract business

EVALUATION FORM

RFP No. 20-0701100 Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Randy Grice Date: 7-24-20

Signature: [Signature]

Firm Name: Hip Rock star, LLC

Evaluation

Criterion	Rating
Experience and Qualifications	4
Price Proposal	5
Resources and Approach	4
References	4

Notes:

Proven track record producing quality work and getting multi-media coverage.

Firm Name: W Creative Agency

Evaluation

Criterion	Rating
Experience and Qualifications	3
Price Proposal	4
Resources and Approach	4
References	3

Notes:

Firm Name: The Brand Advocates, Inc.

Evaluation

Criterion	Rating
Experience and Qualifications	4
Price Proposal	4
Resources and Approach	3
References	3

Notes:

I like their background in working with and understanding the needs of other small cities in the state.

Firm Name: _____

Evaluation

Criterion	Rating
Experience and Qualifications	
Price Proposal	
Resources and Approach	
References	

Notes:

EVALUATION FORM

RFP No. 20-0701100 Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Nelson Rodriguez

Date: 7/24/2020

Signature: [Signature]

Firm Name: Ink Link Marketing LLC

Evaluation

Criterion	Rating
Experience and Qualifications	3
Price Proposal	4
Resources and Approach	4
References	3

Notes:

No local govt. experience

Firm Name: Impacten Media LLC

Evaluation

Criterion	Rating
Experience and Qualifications	3
Price Proposal	5
Resources and Approach	4
References	3

Notes:

No local govt experience but does have public sector

Firm Name: Quest Corporation of Americas INC.

Evaluation

Criterion	Rating
Experience and Qualifications	5
Price Proposal	4
Resources and Approach	4
References	4

Notes:

Firm Name: Blueprint Creative Group

Evaluation

Criterion	Rating
Experience and Qualifications	4
Price Proposal	3
Resources and Approach	3
References	3

Notes:

EVALUATION FORM

RFP No. 20-0701100 Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Nelson Rodriguez

Date:

7/24/2020

Signature:

[Signature]

Firm Name:

Hip Rock Str LLC.

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	<u>5</u>
Price Proposal	<u>4</u>
Resources and Approach	<u>5</u>
References	<u>5</u>

Firm Name:

W Creative Agency

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	<u>3</u>
Price Proposal	<u>5</u>
Resources and Approach	<u>3</u>
References	<u>3</u>

Firm Name:

The Brand Advocates Inc.

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	<u>5</u>
Price Proposal	<u>4</u>
Resources and Approach	<u>5</u>
References	<u>5</u>

Firm Name:

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	
Price Proposal	
Resources and Approach	
References	

EVALUATION FORM

Pg 1

RFP No. 20-0701100

Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Kiera Ward

Date:

7/24/20

Signature:

Firm Name:

Ink Link, LLC

Evaluation

Notes:

Criterion

Rating

Experience and Qualifications	3
Price Proposal	3
Resources and Approach	3
References	3

mostly private sector exp.

Firm Name:

Impacten Media

Evaluation

Notes:

Criterion

Rating

Experience and Qualifications	4
Price Proposal	4
Resources and Approach	4
References	4

excellent presentation of City of Opa-locka in pkg.

Firm Name:

Quest Corporation of America Inc.

Evaluation

Notes:

Criterion

Rating

Experience and Qualifications	5
Price Proposal	4
Resources and Approach	4
References	5

- lots of municipal govt. retainers
 includes contract to hire Residents **
 - listed numerous govt officials as references

Firm Name:

Blueprint Creative Group

Evaluation

Notes:

Criterion

Rating

Experience and Qualifications	5
Price Proposal	4
Resources and Approach	4
References	4

retained by City of M. Gardens

RFP No. 20-0701100
Public Relations and Marketing Consultant

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Kierra Ward

Date:

7/24/20

Signature:

[Signature]

Firm Name:

Hip RokStar

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	3
Price Proposal	4
Resources and Approach	3
References	4

Currently retained by City of Opa-locka

Firm Name:

W1 Creative Agency

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	3
Price Proposal	3
Resources and Approach	4
References	2

Firm Name:

The Brand Advocates

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	5
Price Proposal	4
Resources and Approach	4
References	3

Firm Name:

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	
Price Proposal	
Resources and Approach	
References	

RESOLUTION NO. 20-9788

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HIP ROCK STAR, LLC FOR PUBLIC RELATIONS AND MARKETING SERVICES IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000.00), AND AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") City Commission voted to enter an emergency agreement with Hip Rock Star on April 22, 2020 to better communicate with the residents and the business community regarding the COVID-19 pandemic. Said contract expires on July 31, 2020; and

WHEREAS, due to the pervasive nature of COVID-19, the City of Opa-locka is still in need of immediate public relations and marketing service professionals regarding the disease and its impact within the City; and

WHEREAS, the City Commission finds it in the best interest of the residents to enter into a short-term Agreement with Hip Rock Star, LLC for public relations and marketing services from August 1, 2020 to September 30, 2020, as attached hereto as Exhibit "C" and not to exceed Fifteen Thousand Dollars (\$15,000), in order to seamlessly continue to better communicate with the residents and the business community regarding the COVID-19 pandemic.

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 Manager is hereby directed to enter into an Agreement with Hip Rock Star, LLC to provide temporary Public Relations and Marketing Services to the City of Opa-Locka, as more specifically set forth in Exhibit "A", and not to exceed Fifteen Thousand Dollars (\$15,000).

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

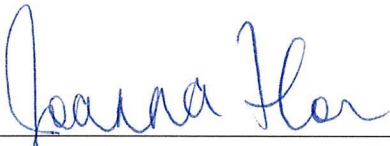
PASSED AND ADOPTED this 30th day of July, 2020.



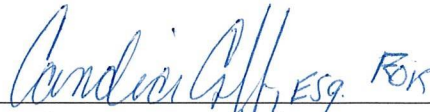
Matthew Pigatt, Mayor

Attest to:

Approved as to form and legal sufficiency:



Joanna Flores
City Clerk



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:	VICE MAYOR DAVIS
Seconded by:	COMMISSIONER BASS
Commissioner 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:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	07.30.2020		Item Type:	Resolution	Ordinance
			(Enter X in box)	X	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X		Public Hearing: (Enter X in box)	Yes	No
					X
Funding Source: Account# : 19-519312	(Enter Fund & Dept) Ex: \$15,000 Other Contracted Services		Advertising Requirement: (Enter X in box)	Yes	
				No	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution authorizing the City Manager to execute an agreement with Hip Rock Star, LLC for Public Relations and Marketing Consultant pursuant to RFP No. 20-0701100.

Staff Summary:

Request for Proposal (RFP) 20-0701100 was published on May 31, 2020 for Public Relations and Marketing Consultant. Seven (7) proposals were received by the City Clerk's Office and certified by the City Clerk on July 1, 2020.

The Evaluation Committee reviewed the proposals and subsequently selected Hip Rock Star, LLC as the lowest responsive responsible bidder. Staff is recommending that the City Commission approve an agreement commencing August 1, 2020 – September 30, 2020 to avoid any lapse in PIO Coverage.

Financial Impact

A contract to not exceed \$15,000 covering the period through September 30, 2020 can be funded from available funds as follows:

Account	Description	Available	Project	Remaining Balance
19-519312	Other Professional Services	\$15,000	\$15,000	—
Total			\$15,000	

Proposed Action:

Staff recommends the approval based on the Selection Committee review, scoring and ranking and the availability of funding for a contract through September 30, 2020.

Attachment:

Agreement

AGREEMENT

This Agreement is entered into this _____ day of _____ between the City of Opa-Locka ("City") and Hip Rock Star, LLC ("Contractor"), whose address is 9507 SW 160TH ST, Suite 230, Miami, FL 33157.

WHEREAS, Contractor is a public relations and marketing firm; and

WHEREAS, the Contractor desires to be associated with the City and City desires to retain Contractor to perform public relations and marketing services on an emergency basis.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the City and the Contractor mutually agree as follows:

1. This Agreement shall be effective as of August 1, 2020 and shall terminate the Agreement on September 30, 2020 (the "Term").
2. City retains Contractor as an independent contractor and Contractor agrees to work closely with the City to provide the following Public Relations and Marketing Service pursuant to the Scope of Services set forth in Exhibit "A".
3. The City agrees to pay Contractor a fee of Ninety Five Dollars (\$95.00) an Hour for services during the term hereof at an amount not to exceed total of Fifteen Thousand Dollars (\$15,000.00). Contractor shall be paid upon receipt of an invoice documenting specific deliverables that were provided to the City.
4. Contractor agrees to use best efforts, attention, knowledge and skill in carrying out Services. Contractor acknowledges the importance of completing the Services as set forth in this Agreement and further agrees that time is of the essence in all matters relating to fulfilling the obligations of this Agreement.
5. The fee shall be the entire compensation for any and all services rendered by Contractor hereunder.
6. The City shall not have any obligation hereunder to provide and shall not provide the Contractor or his dependents with medical, health, pension or any other employee benefits.
7. Contractor acknowledges and agrees that it shall be solely and exclusively Contractor's obligation and responsibility to report to the appropriate governmental agencies and other authorities all compensation received by

Contractor hereunder and to report and pay all taxes or impositions thereon. Contractor shall indemnify and hold harmless the City for and against any and all claims, damages, losses or obligations asserted or imposed against the City by Contractor, any governmental agency or any other person in connection with the payment or recovery of such sums.

8. The City expressly reserves the right, at any time or for any reason whatsoever, to retain other Contractors in addition to Contractor to perform Services that are similar or identical to the Services being performed by Contractor.
9. Contractor acknowledges that, in the course of performing the Services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the City and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to Contractor or of which Contractor may otherwise become aware are and shall be and remain the confidential information of the City ("Confidential Information"). The Contractor will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. Contractor further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the City's or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information").
10. Contractor agrees to hold such Confidential Information and Proprietary Information in strict confidence; not to disclose such Confidential Information and Proprietary Information with others or use the same in any way, commercially or otherwise, except in performance of the Services at anytime without the prior written consent of the City; to take all actions reasonably necessary to protect the confidentiality of the information and, at termination of this Agreement, to return all Confidential Information and Proprietary Information to the City whether written, printed, machine readable or in any other form whatsoever.
11. All Services provided by Contractor are deemed Services done for hire. The City shall be deemed to be the absolute and unqualified owner items owned by the City for use.
12. The City shall not be under any obligation to use Contractor's name or give Contractor credit of any kind for any of the Services performed or work product prepared or furnished by Contractor; nor may Contractor use the City's name or trademark in any manner, expressly or implied, which might tend to convey the impression that Contractor's services indicate an endorsement by the City of Contractor's services, without the prior written consent of the City.

13. It is understood and agreed that Contractor's relationship with the City is not to exercise supervision of Contractor in Contractor's performance of the Services nor shall the City require Contractor's compliance with detailed orders or instructions, it being intended that Contractor shall serve as an independent contractor to the City with the time, manner and place of performance of Contractor's obligations being determined by Contractor, in his sole discretion and judgment as an independent Contractor.
14. Contractor acknowledges and agrees that it does not have the authority to bind or attempt to bind the City by contract or otherwise, or to represent to third parties that Contractor has any right to so bind the City or to use the City's name in any connection of or for any purpose whatsoever.
15. To the extent permitted by law, the Contractor shall be liable for and indemnify, defend, and hold the City and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, officers, subcontractors, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. This section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City, any sums due to the Contractor under this Contract may be retained by the City until all of the City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City. The parties agree that such indemnification obligations shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.
16. Contractor shall maintain at its sole cost and expense all times, comprehensive general liability insurance, in addition to any other insurance the City may reasonably require. Each policy shall state that it is not subject to cancellation, modification, or reduction in coverage without 30 days written notice to the City prior to the effective date of cancellation, modification or reduction in coverage. Contractor shall maintain each of the above insurance policies throughout the term of this Agreement and any extensions of this Agreement.
17. This Agreement is personal in nature to Contractor and the rights and obligations of Contractor may not and shall not be assigned, subcontracted, delegated or otherwise transferred by Contractor by operation of law or otherwise.

18. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such State. The parties further agree to abide by all applicable Federal and State law and that venue shall be in Miami-Dade County.
20. This Agreement or any part of this Agreement may be terminated by either party at any time upon no less than three (3) days' notice to the other party delivered in person or by confirmed delivery.
21. All agreements and covenants herein are severable, and in the event any one of them shall be held to be invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.
22. In the event of conflict concerning the terms of this Contract, the parties will seek to mediate prior to filing any associated litigation.
23. If a court of competent jurisdiction holds the City of Opa-Locka 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 as a result of this Contract.
24. It is the intention of the parties that this Agreement supersedes all prior agreements, representations and understandings and that it shall not be modified or amended in any respect except in a writing signed by both parties.

("City")

("Contractor")

Date Signed

Tax ID or Social

EXHIBIT “A”

SCOPE OF SERVICES

CONTRACTOR AGREES TO:

- Create a Marketing Plan
- Service Press Release for COL on COVID-19 on Twitter
- Service Press Release for COL on COVID-19 to targeted news outlets
- Pitch development initiatives/stories and photo opportunities to outlets
- Coordinate and schedule interviews with spokesperson
- Develop talking points for interviews
- Broadcast interviews live on all Social Media platforms
- Provide an after-action report including all media releases, media clips, high performance social media posts with analytics, log of television and radio appearances
- Develop graphics to visually convey COVID-19 facts
- Post information to all social media platforms
- Develop and distribute a newsletter
- Distribute COL information to constituents via group texts and telephone calls

As a way to facilitate the aforementioned outcomes, the City agrees to:

- a) Work with the Hip Rock Star, LLC staff to identify information to be distributed.
- b) Provide feedback and approval on all work prior to disseminating to public, press, and constituents.
- c) Provide Access to scheduling of Spokesperson as needed.

AGREEMENT

This Agreement is entered into this 30 day of July 2020 between the City of Opa-Locka ("City") and Hip Rock Star, LLC ("Contractor"), whose address is 9507 SW 160TH ST, Suite 230, Miami, FL 33157.

WHEREAS, Contractor is a public relations and marketing firm; and

WHEREAS, the Contractor desires to be associated with the City and City desires to retain Contractor to perform public relations and marketing services on an emergency basis.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the City and the Contractor mutually agree as follows:

1. This Agreement shall be effective as of August 1, 2020 and shall terminate the Agreement on September 30, 2020 (the "Term").
2. City retains Contractor as an independent contractor and Contractor agrees to work closely with the City to provide the following Public Relations and Marketing Service pursuant to the Scope of Services set forth in Exhibit "A".
3. The City agrees to pay Contractor a fee of Ninety Five Dollars (\$95.00) an Hour for services during the term hereof at an amount not to exceed total of Fifteen Thousand Dollars (\$15,000.00). Contractor shall be paid upon receipt of an invoice documenting specific deliverables that were provided to the City.
4. Contractor agrees to use best efforts, attention, knowledge and skill in carrying out Services. Contractor acknowledges the importance of completing the Services as set forth in this Agreement and further agrees that time is of the essence in all matters relating to fulfilling the obligations of this Agreement.
5. The fee shall be the entire compensation for any and all services rendered by Contractor hereunder.
6. The City shall not have any obligation hereunder to provide and shall not provide the Contractor or his dependents with medical, health, pension or any other employee benefits.
7. Contractor acknowledges and agrees that it shall be solely and exclusively Contractor's obligation and responsibility to report to the appropriate governmental agencies and other authorities all compensation received by

Contractor hereunder and to report and pay all taxes or impositions thereon. Contractor shall indemnify and hold harmless the City for and against any and all claims, damages, losses or obligations asserted or imposed against the City by Contractor, any governmental agency or any other person in connection with the payment or recovery of such sums.

8. The City expressly reserves the right, at any time or for any reason whatsoever, to retain other Contractors in addition to Contractor to perform Services that are similar or identical to the Services being performed by Contractor.
9. Contractor acknowledges that, in the course of performing the Services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the City and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to Contractor or of which Contractor may otherwise become aware are and shall be and remain the confidential information of the City ("Confidential Information"). The Contractor will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. Contractor further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the City's or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information").
10. Contractor agrees to hold such Confidential Information and Proprietary Information in strict confidence; not to disclose such Confidential Information and Proprietary Information with others or use the same in any way, commercially or otherwise, except in performance of the Services at anytime without the prior written consent of the City; to take all actions reasonably necessary to protect the confidentiality of the information and, at termination of this Agreement, to return all Confidential Information and Proprietary Information to the City whether written, printed, machine readable or in any other form whatsoever.
11. All Services provided by Contractor are deemed Services done for hire. The City shall be deemed to be the absolute and unqualified owner items owned by the City for use.
12. The City shall not be under any obligation to use Contractor's name or give Contractor credit of any kind for any of the Services performed or work product prepared or furnished by Contractor; nor may Contractor use the City's name or trademark in any manner, expressly or implied, which might tend to convey the impression that Contractor's services indicate an endorsement by the City of Contractor's services, without the prior written consent of the City.

13. It is understood and agreed that Contractor's relationship with the City is not to exercise supervision of Contractor in Contractor's performance of the Services nor shall the City require Contractor's compliance with detailed orders or instructions, it being intended that Contractor shall serve as an independent contractor to the City with the time, manner and place of performance of Contractor's obligations being determined by Contractor, in his sole discretion and judgment as an independent Contractor.
14. Contractor acknowledges and agrees that it does not have the authority to bind or attempt to bind the City by contract or otherwise, or to represent to third parties that Contractor has any right to so bind the City or to use the City's name in any connection of or for any purpose whatsoever.
15. To the extent permitted by law, the Contractor shall be liable for and indemnify, defend, and hold the City and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, officers, subcontractors, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. This section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City, any sums due to the Contractor under this Contract may be retained by the City until all of the City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City. The parties agree that such indemnification obligations shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.
16. Contractor shall maintain at its sole cost and expense all times, comprehensive general liability insurance, in addition to any other insurance the City may reasonably require. Each policy shall state that it is not subject to cancellation, modification, or reduction in coverage without 30 days written notice to the City prior to the effective date of cancellation, modification or reduction in coverage. Contractor shall maintain each of the above insurance policies throughout the term of this Agreement and any extensions of this Agreement.
17. This Agreement is personal in nature to Contractor and the rights and obligations of Contractor may not and shall not be assigned, subcontracted, delegated or otherwise transferred by Contractor by operation of law or otherwise.

18. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such State. The parties further agree to abide by all applicable Federal and State law and that venue shall be in Miami-Dade County.
20. This Agreement or any part of this Agreement may be terminated by either party at any time upon no less than three (3) days' notice to the other party delivered in person or by confirmed delivery.
21. All agreements and covenants herein are severable, and in the event any one of them shall be held to be invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.
22. In the event of conflict concerning the terms of this Contract, the parties will seek to mediate prior to filing any associated litigation.
23. If a court of competent jurisdiction holds the City of Opa-Locka 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 as a result of this Contract.
24. It is the intention of the parties that this Agreement supersedes all prior agreements, representations and understandings and that it shall not be modified or amended in any respect except in a writing signed by both parties.

John E. Pate

("City")

[Signature]

("Contractor")

7/30/2020

Date Signed

46-5325795

Tax ID or Social

EXHIBIT “A”

SCOPE OF SERVICES

CONTRACTOR AGREES TO:

- Create a Marketing Plan
- Service Press Release for COL on COVID-19 on Twitter
- Service Press Release for COL on COVID-19 to targeted news outlets
- Pitch development initiatives/stories and photo opportunities to outlets
- Coordinate and schedule interviews with spokesperson
- Develop talking points for interviews
- Broadcast interviews live on all Social Media platforms
- Provide an after-action report including all media releases, media clips, high performance social media posts with analytics, log of television and radio appearances
- Develop graphics to visually convey COVID-19 facts
- Post information to all social media platforms
- Develop and distribute a newsletter
- Distribute COL information to constituents via group texts and telephone calls

As a way to facilitate the aforementioned outcomes, the City agrees to:

- a) Work with the Hip Rock Star, LLC staff to identify information to be distributed.
- b) Provide feedback and approval on all work prior to disseminating to public, press, and constituents.
- c) Provide Access to scheduling of Spokesperson as needed.

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXTENDING AN AGREEMENT WITH TRIMERGE CONSULTING GROUP, P.A., FOR A SIX MONTH PERIOD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") previously solicited quotes from the Miami-Dade County Management Consulting Services Pool to obtain Certified Public Accountant Services and on June 9, 2017, one company submitted a sealed quote in response to RFQ No. 17-0609200; and

WHEREAS, the City Commission authorized the negotiation of an Agreement with TriMerge Consultant Group, P.A. on June 14, 2017 through Resolution 17-9375 and later entered into a new agreement on October 30, 2019 through Resolution No. 19-9711; and

WHEREAS, the Agreement between TriMerge Consulting Group, P.A. and City will expire on October 1, 2020 and the parties desire to extend the existing agreement for a six (6) month term on an emergency basis and on the same terms and conditions as the existing agreement.

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Agreement with TriMerge Consultant Group, P.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. AMENDING AGREEMENT

The City hereby authorizes the extension of an Agreement with TriMerge Consultant Group, P.A., attached as Exhibit "A", for an additional six (6) month period.

Section 3. AUTHORIZATION

The City Commission hereby authorizes the City Manager to execute an extension with TriMerge Consultant Group, P.A. on the same terms and

Resolution No. _____

conditions of the existing agreement and in a form acceptable to the City Attorney.

Section 4. 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 meeting.

Section 5. 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 30th day of September, 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Vice-Mayor Davis	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-Locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:	<i>John E. Pate</i>	
Commission Meeting Date:	09.30.2020	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
			Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# : 17-513312 61-513340	(Enter Fund & Dept) Ex: Government and Enterprise Fund		Advertising Requirement: (Enter X in box)	Yes	No X
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	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)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution authorizing the City Manager to execute an agreement with TriMerge Consulting Group, PA for financial professional staffing and various other services.

Staff Summary:

The City is operating without financial management and does not have an employed Finance Director and Grants Writer/Manager.

In tackling the City's fiscal affairs (coordinating, managing and controls), the financial emergency, addressing financial matters of the Auditor General findings, financial and compliance audits both current and past due, technical support and advisory to management and the City Commission, day-to-day operations, both supervision and management, budgetary development, monitoring TRIM legislation, managing the accounting for the general ledger and fund accounting, adhering to Generally Accepted Accounting Principles (GAAP) and

Government Accounting Standards Board (GASB) statements applicable to the City in addition to Financial Accounting Standards Board (FASB) statements that are applicable, along with interpretation and implementation of these standards in which the City must comply with for financial accounting and reporting compliance, adhering to Florida Statutes with respect to financial matters affecting the City, grant accounting and compliance with regulatory bodies, laws and rules.

Financial Impact

This agreement is for a six-month period and is based on hours worked each month. The budget for this service for the full year has been established as \$150,000 in Finance (Other Professional Services – 17-513312) and \$100,000 in Water-Sewer Finance (Other Contracted Services – 61-513340) which is sufficient to cover the duration of this agreement.

Proposed Action:

Staff recommends the approval of this request to engagement in a contract for these services with TriMerge Consulting Group, P.A. to provide temporary professional financial management and leadership to the City until a permanent solution is recommended.

Attachment:

Agreement

RESOLUTION NO. 19-9711

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RESCINDING RESOLUTION NO. 19-9710; AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY AGREEMENT WITH TRIMERGE CONSULTING GROUP, P.A., FOR TEMPORARY PROFESSIONAL ACCOUNTING STAFFING SERVICES AS SET FORTH IN EXHIBIT "A" HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") previously solicited quotes from the Miami-Dade County Management Consulting Services Pool to obtain Certified Public Accountant Services and on June 9, 2017, one company submitted a sealed quote in response to RFQ No. 17-0609200; and

WHEREAS, the City Commission authorized the negotiation of an Agreement with TriMerge Consultant Group, P.A. on June 14, 2017 via Resolution 17-9375; and

WHEREAS, the Agreement between TriMerge Consulting Group, P.A. and City has expired and the parties desire to enter into a new agreement on an Emergency basis as set forth in the Agreement attached as Exhibit "A".

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Agreement with TriMerge Consultant Group, P.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. RESCINDING RESOLUTION.

The City hereby rescinds Resolution No. 19-9710 and any other Resolution in conflict.

Section 3. AUTHORIZATION

The City Commission hereby authorizes the City Manager to execute the Agreement with TriMerge Consultant Group, P.A., in the form attached hereto as Exhibit "A".

Section 4. 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 meeting.

Section 5. EFFECTIVE DATE.

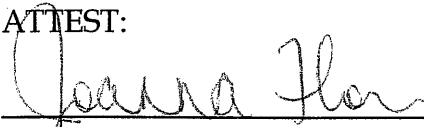
This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this 30th day of October, 2019.



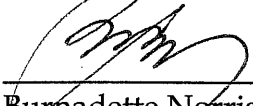
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Davis

Seconded by: Commissioner Burke

VOTE: 5-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

RESOLUTION NO. 19-9710

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY AGREEMENT WITH TRIMERGE CONSULTING GROUP, P.A., FOR CERTIFIED PUBLIC ACCOUNTANT SERVICES, AND VARIOUS OTHER SERVICES AS SET FORTH IN EXHIBIT "A" HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") previously solicited quotes from the Miami-Dade County Management Consulting Services Pool to obtain Certified Public Accountant Services and on June 9, 2017, one company submitted a sealed quote in response to RFQ No. 17-0609200; and

WHEREAS, the City Commission authorized the negotiation of an Agreement with TriMerge Consultant Group, P.A. on June 14, 2017 via Resolution 17-9375; and

WHEREAS, the Agreement between TriMerge Consultant Group, P.A. and City has expired and the parties desire to enter into a new agreement on an Emergency basis as set forth in the Agreement attached as Exhibit "A".

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Agreement with TriMerge Consultant Group, P.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 authorizes the City Manager to execute the Agreement with TriMerge Consultant Group, P.A., in the form attached hereto as a 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 meeting.

Section 4. EFFECTIVE DATE.

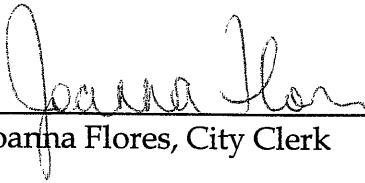
This Resolution shall take effect immediately upon adoption and is **subject to the approval of the Governor or his designee.**

PASSED AND ADOPTED this 23rd day of October, 2019.



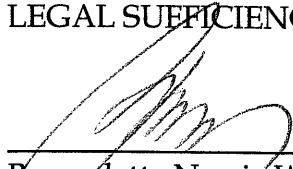
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Burke

Seconded by: Vice Mayor Davis

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:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	10.30.19	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
			Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i> 17-513340 61-513340	<i>(Enter Fund & Dept)</i> Ex: Both the Government and Enterprise Fund		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution authorizing the City Manager to execute an emergency agreement with TriMerge Consulting Group, PA for temporary financial professional staffing from the office of certified public accountants and various other services.

Staff Summary:

The City is operating without financial management and leadership, currently the City does not have an employed Finance Director, Budget Administrator and Grants Writer/Accounting/Manager.

In tackling the City's fiscal affairs (coordinating, managing and controls), the financial emergency, addressing financial matters of the Auditor General findings, financial and compliance audits both current and past due, technical support and advisory to management and the City Commission, day to day operations, both supervision and management, budgetary development, monitoring and TRIM legislation, managing the 118

accounting for the general ledger and fund accounting, adhering to Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) statements applicable to the City in addition to Financial Accounting Standards Board (FASB) statements that are applicable, along with interpretation and implementation of these standards in which the City must comply with for financial accounting and reporting compliance, adhering to Florida Statutes with respect to financial matters affecting the City, grant accounting and compliance with regulatory bodies, laws and rules, the City is without any financial leadership and oversight. There is a great need of assistance within the Finance Department and the budget process.

The City of Opa-locka believes this request qualifies as an emergency.

Proposed Action:

Staff recommends the approval of this request to engagement in a contract for these services with TriMerge Consulting Group, P.A. to provide temporary professional financial management and leadership to the City on this interim basis until a permanent solution is recommended.

Attachment:

Agreement

AGREEMENT

THIS IS AN AGREEMENT, dated the 30 day of October, 2019, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter
"CITY,"

and

TRIMERGE CONSULTING GROUP, P.A.
a company, authorized to do business in the State of Florida, hereinafter
"CONTRACTOR."

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 Contract 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 Contract is based.

1.1 CITY is in immediate need of a contractor for temporary professional accounting staffing services as set forth in this Agreement.

1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.

1.3 CITY has worked with CONTRACTOR and the prior contract has expired.

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 Exhibit "A" ("Work").

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Contract with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 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 upon the effective date stated and pursuant to the resolution approving same.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Contract as follows:

CONTRACTOR shall bill invoices on a monthly basis and provide periodic invoices to the City based on the hours of work completed by personnel on a monthly basis, during the course of the engagement upon the rate and terms as presented below with the City of Opa-locka. Invoices will include service for the work provided, which shall be hours of work completed by personnel as set forth herein.

TriMerge Consulting Group, PA

Customer: City of Opa-locka

**Request for Technical Assistance for Certified Public
Accountant Services through**

Temporary Professional Staffing Business Unit

Classification	Standard Hourly Bill Rate	Discount	Staffing Hourly Bill Rate
Partner Level -[CPA]	\$ 225	40%	\$ 139.05
Senior Manager Level - [CPA]	\$ 175	40%	\$ 108.15
Manager Level - [CPA]	\$ 150	40%	\$ 92.70
Manager Level	\$ 145	40%	\$ 89.61
Senior Level	\$ 140	60%	\$ 57.68
Staff Associate Level	\$ 125	60%	\$ 51.50
Administrator Level	\$ 95	60%	\$ 39.14

Reimbursement for Out of Pocket Cost (Approved)

Service fees do not include out-of-pocket expenses advanced on behalf of the CITY by the CONTRACTOR, any out-of-pocket expenses incurred must be approved by the CITY in

advance.

Services may be terminated for nonpayment. This engagement does not contemplate any services not specifically included in this letter in advance.

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 Contract shall be in accordance with the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Contract unless otherwise approved in writing.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed by the City Manager.
- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Prompt Pay. Payment is due within 30 days.

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 unknown failure of the Work to comply with the requirements of the Exhibit A. 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 neither commence Work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor allow any Subcontractor to commence work on its subcontract 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 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons or tangible property arising out of the negligent acts or omissions of Contractor or its Subcontractors in the performance of the Work and name the CITY as an additional insured under their Comprehensive General Liability insurance policy.

5.5 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 losses caused by CONTRACTOR'S negligent act or omissions. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with losses caused by CONTRACTOR'S negligent act or omissions, 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.

6.4 If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation. The costs of any mediation proceeding shall be shared equally by all parties.

ARTICLE 7 INDEPENDENT CONTRACTOR

7.1 This Contract 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 Contract 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 Contract 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 CONTRACT BOND

8.1 There shall be no bond requirements for this Contract.

ARTICLE 9 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Exhibit A, as long as such changes are in writing and are approved by the City Commission.

ARTICLE 10 TERM AND TERMINATION

10.1 This Agreement shall commence upon the effective date and end on September 30, 2020.

10.2 It is the City's intent is to issue a Request for Proposals (RFP) for financial services, on permanent basis, within 60-90 days following the Resolution approving this Agreement. The City or Contractor may terminate this agreement with thirty (30) days notice to the other at the addresses set forth in Paragraph 11.7 of this Agreement.

ARTICLE 11 MISCELLANEOUS

11.1 Legal Representation. It is acknowledged that each party to this Contract had the opportunity to be represented by counsel in the preparation of this Contract 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.

11.2 Assignments. This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either without the prior written consent of CITY. For purposes of this Contract, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Contract shall run to the CITY and its successors and assigns.

11.3 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 Contract. 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.

11.4 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 Contract;
- 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 Contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

11.5 Ownership of Documents. Reports, surveys, plans, studies, financial records, and other data provided in connection with this Contract are and shall remain the property of CITY.

11.6 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 Contract, 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 Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract 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.

11.7 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:

CITY: John Pate, City Manager
780 Fisherman Street
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: TriMerge Consulting Group, P.A.
Geraldine Lazarre, President
39 NW 166th Street, Suite 1
Miami, FL 33169

Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract 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 Contract.

11.8Exhibits. Each Exhibit referred to in this Contract forms an essential part of this Contract. The exhibits if not physically attached should be treated as part of this Contract and are incorporated herein by reference.

11.9Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Contract.

- 11.10 Severability. If any provision of this Contract or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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.
- 11.11 Governing Law. This Contract shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.
- 11.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Contract shall be litigated in the 11th Judicial Circuit Court in and for Miami-Dade County.
- 11.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Contract, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.
- 11.14 Extent of Contract. This Contract 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. The City Manager has authority to make minor and non-monetary changes to this Agreement as determined by the City Manager.
- 11.15 Waiver. Failure of the either party to insist upon strict performance of any provision or condition of this Contract, 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.

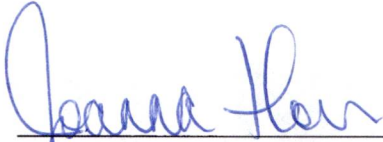
CITY OF OPA-LOCKA

MANAGER:



John E. Pate

Attest:



City Clerk



City Attorney

WITNESSES:



ATTEST:

SECRETARY

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE COUNTY)

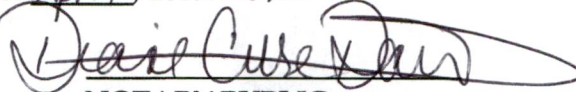
CONTRACTOR :
TRIMERGE CONSULTING GROUP, PA

BY: 

Geraldine Lazarre, President

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Geraldine Lazzarre as President of Trimerge a Florida corporation, and acknowledged executed the foregoing Contract as the proper official of Trimerge 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 9th day of April, 2019: 2020


NOTARY PUBLIC

My Commission Expires:

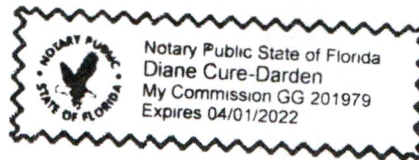


EXHIBIT "A"
SCOPE OF WORK

The CITY MANAGER shall supervise the services provided by the CONTRACTOR or his/her designee. The SCOPE OF WORK does not constitute an audit, attestation, review, or compilation of the financial statements in accordance with the standards established by the American Institute of Certified Public Accountants. The SCOPE OF WORK performed will assist the CITY MANAGER and provide recommendations to the CITY MANAGER on financial and accounting matters for the FINANCE DEPARTMENT, on an as-needed hourly basis. The parties agree that the day to day management and operations of the CITY is the responsibility of the CITY MANAGER. The parties further agree that all working papers and reports shall be owned by the CITY.

CONTRACTOR shall assist and provide the duties herein and provide recommendations to the City Manager on the following:

- Coordinate, manages, and provide recommendations on the controls of the City's fiscal affairs including budget development, financial planning and financial reporting functions, including the supervision of the preparation of the annual budget for presentation to the City Commission
- Supervises personnel responsible for coordinating, managing and controlling the budget, cost accounting services. Supervise, train and motivate Finance Department employees.
- Evaluate employees within the Finance Department and make recommendations to the City Manager regarding hiring and firing.
- Advises the City Manager and the City Commission concerning matters of finance, associated regulatory issues, and financial reporting requirements.
- Coordinate and manage the accounting function, ensuring that the City derives maximum benefit through the judicious management of all funds (operating, debt service, capital improvement, special revenue, internal, enterprise fund and other).
- Assist with coordinating and managing customer accounting functions related to the receipt of funding from various Departments.
- Supervise the operations and activities of the accounting functions (i.e. cash, petty cash, payroll, accounts payable, accounts receivable, grant receivable, general ledger, fixed assets, long term liability and other etc.).
- Assist in legislative and other governmental activities as may be required relative to receipt of necessary funding in support of City programs and services.
- Participate as an active member of the City's bargaining team related to financial matters.
- Provide knowledge of financial and business operations of the City, knowledge of computers and applications, knowledge of organizational and management theory and practice.
- Provide ability to knowledge in problem-solving situations, analyze problem and recommendation and implement workable solutions.
- Coordinate the auditing of the City's internal accounts and proper record keeping of the property inventory.
- Review and analyze financial reports and online data as necessary to effectively administer the City's budgets.

- Develop and present, as required, written/oral reports to include appropriate charges, graphs, and diagrams to illustrate financial status and budget information.
- Monitor compliance with legal requirements related to the City's budget to include TRIM legislation.
- Perform other duties as assigned commensurate with the skills and abilities of providing project and financial management of the Finance Department.
- Provide outstanding customer service and use positive interpersonal communication skills. Interact tactfully, professional, and courteously with residents and other members of the public, in addition to City employees.
- Ensure compliance with City rules and applicable federal laws and regulations.
- Provide astute individual with strong project management capabilities.
- Assist and cooperate with cases in litigation and pre-litigation stages.
- Ability to exercise considerable initiative and sound judgment in a positive and constructive way; plan, organize and assign work of the Finance Department staff.
- Assist with reading, analyzing and interpreting general business periodicals professional journals, technical procedures, or governmental regulations.
- Assist with prepare the City's Annual Financial Report, preparing financial statements and schedules, notes and tables required for GAAP compliance, and coordinate its printing.
- Develop internal controls and accounting policies and procedures that ensure compliance with GAAP; Assure compliance with laws, codes and regulations governing municipal accounting.
- Review/approve general ledger transactions are complete prior to monthly and year end close.
- Assist in the formulation and update of the Finance Department policies and procedures.
- Provide technical assistance to staff involving financial reporting, payroll, accounts payable, fixed assets, special funds, and grants.
- Assist in analyze out-of-balance conditions, financial reports, budget documents and related accounting papers, and identify causes or problems, recommend solutions and provide correction for account problems.
- Work closely with the finance department to coordinate year end closing of accounts and make needed adjustments.
- Assist the department with review of general ledger accounts in preparation of schedules, provide additional information, documentation and explanation to the financial auditor, and drafting the financial statements and notes for the annual FY2015 and FY2016 financial reports.
- Assist with the compilation of financial and statistical information for various reports.
- Assist with the preparation of monthly and quarterly reports for Federal, State and Local authorities.
- Assist with maintaining current and up to date accounts payable records and prepare and evaluate policies, programs, and operations and assist with updating of policy and procedures.
- Assist with analyzing expenditure and revenue accounts of all funds for accuracy and completeness.
- Assist in prepare journal entries and makes needed month-end adjustments.
- Assist in the preparation of annual reports to State on City's finances.

- Assist in performing bank statement reconciliations and monthly general ledger accounts reconciliation.
- Assist with forecasting and preparation of cash flow.
- Assist with tracing fixed assets and updating SunGard Fixed Asset Module.
- Assist with preparing various routine accounting schedules, and internal and external reports.
- Assist with evaluating, updating and ensuring that the city's uniform accounting practices and procedures meet the requirements of Section 218.33 of the Florida Statutes.
- Assist with providing accurate timely report of activity and routine status updates as required.
- Assist the Finance Department with review of general ledger accounts in preparation of schedules; provide additional information, documentation and explanation to the financial auditor, and drafting the financial statements and notes for the annual FY2019 financial reports.