City of Opa-locka

Commission Chamber
215 Perviz Avenue
Opa-locka, FL 33054

REGULAR COMMISSION MEETING
Agenda

Wednesday, July 13, 2022
7:00 PM

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

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

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

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

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

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

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

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

CITY OF OPA-LOCKA

"The Great City"

AGENDA
REGULAR COMMISSION MEETING
July 13, 2022
7:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Florida Main Street Designation

Presentation by City of Opa-locka Human Resources Department
Honoring Class of 2022 Graduates

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – May 11, 2022

Regular Commission Meeting Minutes – June 8, 2022

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

10. PUBLIC PRESENTATIONS:

11. CITIZENS' FORUM:
(Opportunity for discussion of any concerns – please limit to 3 minutes)

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

13. **ADMINISTRATION:**

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING BEATRICE CAZEAU AND VICTOR H. DE YURRE AS CODE ENFORCEMENT SPECIAL MAGISTRATES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR THE PROVISION OF VACANT/ABANDONED/FORECLOSED PROPERTY MANAGEMENT SERVICES FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO THE DW130331 LOAN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, RELATING TO THE STATE REVOLVING FUND (SRF) LOAN PROGRAM FOR DRINKING WATER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE AN ADDITIONAL PAYMENT OF TEN THOUSAND, THREE HUNDRED NINETY DOLLARS ($10,390.00) TO MARCUM, LLP FOR ADDITIONAL SUPPLEMENTAL WORK RELATED TO COMPLETING THE SEPTEMBER 30, 2020 AUDIT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO INCREASE THE COMPENSATION FOR THE MAYOR AND COMMISSION MEMBERS FROM FIVE HUNDRED AND FIFTY DOLLARS PER MONTH TO ONE THOUSAND DOLLARS PER MONTH; PROVIDING FOR LIFE INSURANCE AND MEDICAL INSURANCE; PROVIDING FOR AN EFFECTIVE DATE 30 DAYS FOLLOWING THE CONCLUSION OF STATE FINANCIAL OVERSIGHT; STATING THE REFERENDUM QUESTION; STATING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; STATING THE DATE ON WHICH THE REFERENDUM WILL BE HELD; PROVIDING AN EFFECTIVE**

DATE FOR THE CHARTER AMENDMENT, IF APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

6. **A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO INCREASE THE COMPENSATION FOR THE MAYOR AND COMMISSION MEMBERS FROM FIVE HUNDRED AND FIFTY DOLLARS PER MONTH TO ONE THOUSAND DOLLARS PER MONTH; PROVIDING FOR LIFE INSURNACE, MEDICAL INSURANCE AND A THREE HUNDRED DOLLAR MONTHLY VEHICLE STIPEND; PROVIDING FOR AN EFFECTIVE DATE 30 DAYS FOLLOWING THE CONCLUSION OF STATE FINANCIAL OVERSIGHT; STATING THE REFERENDUM QUESTION; STATING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; STATING THE DATE ON WHICH THE REFERENDUM WILL BE HELD; PROVIDING AN EFFECTIVE DATE FOR THE CHARTER AMENDMENT, IF APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**

14. NEW ITEMS:

15. PLANNING & ZONING:

PUBLIC HEARINGS:

APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

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

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

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

1. Charter Review Board

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

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

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

Planning & Zoning Board
2 at-large appointments

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **Class of 2022 Graduation Celebration for Opa-locka Graduating Seniors hosted by Commissioner Dr. Sherelean Bass on Saturday, July 16, 2022 from 12:00 p.m. - 3:00 p.m. at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

2. **City of Opa-locka Planning & Zoning Appeals Board meeting on Tuesday, July 19, 2022 at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

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

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

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

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

CITY OF OPA-LOCKA

"The Great City"

CLERK'S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
May 11, 2022
7:00 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 7:14 p.m. on Wednesday, May 11, 2022 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The Invocation was delivered by Interim City Manager Williams.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Vice Mayor Taylor was joined by the City Commission to present a proclamation to Opa-locka resident Chandra Russell, declaring May 10, 2022 as "RAYS OF FORTITUDE DAY" in honor of the organization she founded to support those diagnosed with Lupus.

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

It was moved by Vice Mayor Taylor, seconded by Commissioner Davis to approve the Consent Agenda (13-1, 13-2 and 13-3).

There being no discussion, the motion to approve the Consent Agenda passed by a 5-0 vote.

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

7. APPROVAL OF AGENDA:

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

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

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

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – April 13, 2022

It was moved by Commissioner Bass, seconded by Vice Mayor Taylor to approve the minutes from the **Regular Commission Meeting Minutes – April 13, 2022**.

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

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

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

There was none.

10. PUBLIC PRESENTATIONS:

1. **Senator Shevrin D. Jones**
   Florida Senate, District 35
   Ref: Legislative Update

Florida State Senator Shevrin Jones provided a legislative update to the City Commission. The Senator began by congratulating City Manager Williams and Police Chief Scott Israel. He went on to say that he thinks they are all very well aware that this was probably one of the worst legislative sessions since he began his service in the Florida House of Representatives and now as he continues serving in the Florida Senate particularly because of the attack on marginalized communities. As someone who represents the largest black district in the State of Florida and the 3rd largest black district in the in the country, Senator Jones honestly stated that our community was on the menu this session through the "Stop Woke Act", the teaching of black history and other bills which defined the tone of the legislature and became part of the polarization in the State of Florida and nationally. Clearly addressing the elections bill, he warned that it will play a role in how elections operate in the term that's coming up in August for the primaries and the general election in November. Senator Jones informed the Commission that Senate Bill 524 passed and is an attempt to move the goal post for black and brown voters who voted by mail in overwhelming numbers in the 2020 election cycle, by now requiring people to include their social security number with their ballot among four separate envelopes with information on it that could become compromised information that people just should not have to put on a ballot. He pointed out that this is a way to ensure that people do not use the mail-in ballot process and also confuses the process especially with the Supervisors of the Election. Additionally, he noted that the bill also created an Elections Police, despite elections currently already being monitored by the Florida Department of Law Enforcement, with the new Police looking at voter fraud that might be happening across Florida. Pointing out that none of the voter fraud that was being spoken of happened in any of our districts, Senator Jones offered assurances that he can show anyone areas where it did happen. He shared that $36.9 billion dollars were brought back home this legislative session, acknowledging that the Senate President and Speaker of the House set the tone that determines what the budgets will look like uh and then they also set the tone of what they will fund and what they will not fund. Reviewing the City's legislative agenda which included improvements for the athletic fields, the Community Redevelopment Agency incentives program, home buyers program, innovation program and Opa-locka Police Station, Senator Jones lamented that the legislative leadership made it clear that they were not funding programs of that nature this year of that nature, but the appropriations staff made it clear that there might be opportunities for Opa-locka to go through the grant process whether, but he did report that $250,000 was funded for the Opa-locka Senior program. Recalling that he had worked with the previous City Manager to apply for the resiliency fund last year, the Senator said he had hoped Opa-locka would have applied for it this year but doesn't know why it wasn't included despite Miami Gardens and North Miami Beach applying for those dollars which he pointed out is free money on the table that he offered to work with the current City Manager to continue that process. Senator Jones shared some important laws that he sponsored and was able to get across the finish line, that the governor signed, including SB 236 which raised the age limit for the services received by children with developmental delays, extending the availability of those services beyond Florida's current cut-off of age 9, so that they can have a quick turnover when going to their next grade level. He also reported the passage of SB 630 as "Ava's Law" which he sponsored and had spoken to the Commission about last year, to require that pregnant women who are incarcerated, are not shackled or placed in solitary confinement, in addition to allowing the woman to test whether or not she's pregnant and gives judges the opportunity to release the mom to have the baby and spend the medically recommended 12 weeks with her baby. Senator Jones also addressed the redistricting process, pointing out that the Senate maps followed the law based on the Fair Districts Act that Floridians voted for in 2010. He reminded the Commission that in 2015, the State Supreme Court said that the maps were gerrymandered and made the Senate redraw the maps the right way. Noting that the governor is unable to veto the House or Senate maps, but is able to veto the Congressional maps, Senator Jones said that the governor made it clear he would not sign the maps despite them following the law. After voting on the legal map that ensured lines were contiguous and that no district was crossing over water during the regular legislative session, it was vetoed by the governor who drew his maps during the special session. Pointing out that there have only been 11 Black Congressional Members since Reconstruction, which presently were down to just 5 of which 4 are considered Black access seats and was further reduced down to 2 by the governor's redrawn map. Considering how the governor drew Congressional District 24 which is Congresswoman Frederica Wilson's district, the way he drew the lines would really only leave 1 Black access seat throughout the State of Florida. Senator Jones was able to report that earlier that day a judge had ordered that the original map must be followed, particularly for Congressional District 5 and that a Harvard professor must be the one to draw the map. He acknowledged that it is all in limbo because the governor's office said that they're going to appeal, and recommended that the Commission should follow it leading up to the election. Senator Jones concluded by informing the Commission that Residents will have a different State Senate and State House District number assigned to them, and that the Miami-Dade County Supervisor of Elections stated she will be sending out new voter registration cards in time for people to know their new district numbers, and he offered to answer any questions.

Mayor Williams thanked Senator Jones for getting into good trouble this legislative session. The Mayor acknowledged that with redistricting, it is going to be tough to continue to fight and win, but she said that Opa-lockians will follow the Senator's lead and allow him to guide them to make it over the threshold. Acknowledging that it was a tough legislative session, she once again thanked Senator Jones and noted that the Commission didn't have any questions.

Senator Jones' presentation was moved on the Agenda after the City Manager's Report, to accommodate the Senator's schedule.

11. CITIZENS' FORUM:

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

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

Mayor Williams opened the Citizens' Forum.

Ms. Dottie Johnson who resides at 13724 NW 22nd Place asked if there was an update on the City Employee's contract. Ms. Johnson also reminded Mayor Williams that a couple more members are needed on the Audit Committee. She went on to share that she wasn't able to attend both of the Mother's Day events, informing the Commission that she too shared the loss of her Mother 2 days before Mother's Day, expressing that it was really hard but she knows that her Mother is in a better place and will always be in her heart. Ms. Johnson also said that she was at the Mother's Day event on Saturday night, where she reported there were over 100 people, but she did not see any public safety. Adding that she knows karate and that they were all civilized, she said that she had never seen that before. Informing Police Chief Scott Israel and Manager Williams that citizens were asking about it, she said that she had assured them that nothing was going to happen and they would just have to pray it down, also noting that they all had a good time and expressing her hope that both functions were very good. Ms. Johnson informed the Commission that she followed-up with Miami-Dade County as a representative for District 1 with the Community Action Agency Board, on the homeowners assistance program, adding that they sent her some literature and informing the Commission that she will get back with Ms. Mitchell, after she goes through it because she is reading that there may be some additional funds that she'll make sure gets to the Commission Members so that it can hopefully be posted on the City's website to get a little more promotion of what can be done to help residents with the homeowner's assistance program. She also reminded the Commission that next month is hurricane season and recommended that the City does not want to be the last to tell people where to go to pick up sand and what to do, suggesting that the plan probably needs to be enhanced and provided. Ms. Johnson went on to say that last night's Planning & Zoning Appeals Board Meeting was very interesting, adding that the last board meeting she found on YouTube was posted on May 11, 2021 and stressing that they need to do a better job for transparency and public awareness. She concluded by asserting that the City needs to get a good public relations firm, offering her kudos to the City Manager for his marketing strategy.

Mr. Brian Dennis who resides at 2140 York Street said that he wanted to put on the record that his original voter registration card was applied for last year, but that he received a new one dated April 22nd which was sent to his house with his old precinct in Liberty City. He shared that the matter is under investigation.

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

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

There were none.

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR DRAINAGE CLEANING AND CCTV INSPECTION OF CITY MUNICIPAL STORM SEWER SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF SAPOZNIK INSURANCE & ASSOCIATES, LLC FOR AGENT OF RECORD INSURANCE SERVICES FOR THE CITY'S EMPLOYEE BENEFIT PROGRAMS PURSUANT TO RFQ NO. 21-0629100; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOGNIZING MAY 15-21, 2022 AS "NATIONAL PUBLIC WORKS AND PUBLIC SERVICE WEEK"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

Vote taken on Consent Agenda items can be viewed under Agenda Item 6 – Approval of the Consent Agenda.

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

There were none.

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

There were none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Interim City Manager Darvin Williams commended the City Attorney and her firm for the work done on the American Federation of State, County and Municipal Employees Union contract that he said is 90% complete like the Police Benevolent Association. The Manager added that the only outstanding item to negotiate is vacation pay and sick leave, which he pointed out has been an ongoing issue that they have a unique opportunity to resolve, with both union contracts opened. He informed the Commission that it is important to the State of Florida and shared that they are putting great pressure on them to get it resolved, offering assurances that it is something that they can and will get done. The Manager added that he looks forward to resolving the American Federation of State, County and Municipal Employees Union contract soon so that much needed raises can be given to City Employees. He went on to share that he and the Staff had the pleasure of being invited to lunch earlier that day by the Police Benevolent Association President and Vice President who also invited their council. During the lunch, he said that they agreed it is something that they need to and will get done and that the union will also submit a proposed plan for consideration, adding his hope to have a resolution on both contracts with the City Attorney within the next 30 to 45 days. The Manager also said that they've been having ongoing meetings with the State of Florida, the City's Budget Department and the City's Finance Department to look at what other cities have done to resolve that issue, and he shared that they are putting together a plan that will be discussed with the City Attorney to determine how they will move forward, asserting that help is on the way. Manager Williams went on to apologize to the attendees of the wonderful Mother's Day event held by Commissioner Audrey Dominguez the previous Saturday, for not having any public safety officers available. He explained that the City had a double homicide simultaneous with a break-in and the Police Department was short-staffed. The Manager offered assurance that the Police Department is looking to get fully staffed as soon as possible so that every City event will have a public safety officer available, stressing that it is a high concern for him and Police Chief Scott Israel. He then asked the Chief to stand and stated that it has been his pleasure, absolute honor and privilege to appoint Chief Israel as Opa-locka's new Chief of Police. Sharing that it has been an exciting time for the City of Opa-locka, he informed the Commission that he has had Police Officers statewide reach out to him on social media, who have expressed excitement about the opportunity to come work in the City, adding that it is not something he was expecting but is really excited that it is now occurring. He also said that he's been sending out the links for those who are interested to apply to come work with the City, offering additional assurance that they should be fully staffed within the next 30 days. Manager Williams also reported that they are in the process of putting out a request for proposals for a public relations firm, noting that there are a lot of good things that go on in the City that are not always the things that get published. He pointed out that the firm will be able to put the paintbrush into the City's hands to tell our story the way that needs to be done. The Manager additionally announced that his administration reached a resolution with Miami-Dade College on their water bill, which he reported has a current balance of $905,185.76. Pointing out that it has been an ongoing dispute with Miami-Dade College for approximately 5 years, and that payment had been denied to every previous administration, he stressed the fact that they agreed to pay the total bill as owed and a check for $220,000 is expected tomorrow. City Manager Williams concluded by thanking the Residents and assuring them that their needs and concerns will continue to be addressed, as he and his Staff move forward with the Citizens Committee so that they have direct access to his Office.

Commissioner Dominguez asked for an update on the selection of the Special Master, which she recalled requesting at a previous meeting and that it had been requested by former City Manager Pate in January of 2021. The Commissioner pointed out that there are several pending cases, the current Special Master is no longer engaged with the City and the last meeting was in March of 2022. Reminding the Commission that the Special Master selection shall consist of 3 members, she said it includes the Chief of Police, the City Manager and the City Attorney, she asserted that they need to move forward in getting a Special Master because there are a lot of pending cases that need to be reviewed. Commissioner Dominguez shared her understanding that the American Federation of State, County and Municipal Employees union contract was agreed to by both parties and the City Attorney before Mr. Williams became Interim City Manager. She stated that she would like to see if they can move forward because every time she comes to the City and runs into an Employee, they ask about the progress on the contract and she's telling them that it is being worked on. Commissioner Dominguez shared her conversation with one City Employee who told her that they were making $14 an hour after working for Opa-locka for the past 20 years, and adding that a security guard makes a lot more money than that and asserting that they need to do better for the Employees. She also recalled that former Commissioners Burke and Holmes were both advocates for the Police Officers, and the Commissioner said that she wants to continue their legacies now that she is sitting in his chair. Commissioner Dominguez also asked why the 2 Officers who are relieved of duty are being treated the same, despite one being due to personal complaints while the other was arrested for criminal charges. She concluded by expressing her hope that Police Chief Israel has been briefed on both of those cases, so that they can move forward.

Interim City Manager Willams agreed with Commissioner Dominguez that the City is in need of a Special Magistrate. The Manager pointed out that the Commissioner acknowledged that 3 members must be part of that panel, including the Chief of Police, City Manager and City Attorney, and reminded the Commission that the City has no Chief of Police until Monday of that week and can now move forward on that item. Recalling that he provided Commissioner Dominguez with the update on the American Federation of State, County and Municipal Employee Union contract, he addressed the fact that the City is currently budgeting $60,000 per year for payouts, but spent $300,000 on payouts last year, $13,000 in his first month as City Manager and are projected to spend another $100,000 by the end of his second month. Manager Williams asserted that it is not a financially sound or tenable position for the City of Opa-locka and he reminded the Commission that he has a fiduciary duty to address the financial standing of the City. Warning that they move forward on either of the union contracts without addressing that issue, they will never come out of financial oversight based on the terms established by the State of Florida which stipulate that they must be financially solvent to move out of financial oversight, and that cannot happen as long as they do not address that issue. Expressing the utmost importance of getting the raises for the City Employees that have already been negotiated and agreed upon, he asserted that he would be in dereliction of his duty if they move forward on those contracts without getting that resolved. The Manager went on to inform Commissioner Dominguez that the information she had regarding the 2 Police Officers she referenced, is incorrect because only one Officer is actually relieved due to personal complaints and 3 internal affairs complaints. He also offered to discuss those complaints with the Commissioner during their one-on-one weekly sessions, when he said that he would be more than happy to brief her to provide additional information.

Commissioner Bass congratulated Mayor Williams and Commissioner Dominguez for their successful Mother’s Day events. The Commissioner also thanked those who participated in the National Day of Prayer, which was also a success and she gave God the praise. She then acknowledged Commissioner Dominguez bringing up sitting in Commissioner Burke’s chair, and stated that they are going to have to have a conversation because when he moved on, she respectfully assumed his position and she would like to continue that. Commissioner Bass reminded her colleagues that she’s had this conversation already and said that she didn’t really understand why that comment was made.

Mayor Williams stated she just wanted to put the strategic planning meeting on Interim City Manager Williams’ radar, acknowledging that Vice Mayor Taylor had brought it up at their last meeting and recalling that they had begun the discussion with Budget Administrator Anathan. She said that moving into a new direction, they need to make sure they are all on the same page on how they are going to bucket all of the items they want to fulfill and make sure they are strategically focused together and not separate.

Commissioner Davis pointed out that the City has several pending debts including the Miami-Dade County debt, red light camera debt and the debt associated with bond payment, and he asked when the Commission can anticipate having a debt workshop to discuss the best way forward.

Interim City Manager Williams began by addressing Mayor Williams' statement about the strategic planning workshop, reminding the Commission that they had just provided all of their priorities and his Staff is now looking at future dates to set a meeting to coalesce around a plan that will be coming within the next 60 days. The Manager also reported that his administration is still reviewing all of the debts currently outstanding, to have all of the Departments that have to review those debts get a firm handle on them to determine what the totals look like, and then he said they will have a workshop to present it to the Commission. He went on to announce that the signs for Mayor Williams' illegal dumping campaign are up, and that a process is in place to report illegal dumping 24/7, to be addressed by Code Enforcement Officers and followed through on by a Special Magistrate. City Manager Williams concluded by sharing his excitement that the Mayor's initiative is moving forward.

Mayor Williams thanked Interim City Manager Williams for moving the illegal dumping initiative forward.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

Commissioner Davis stated that he had previously co-sponsored legislation with former Mayor Joseph Kelley to require apartment complexes of a certain size to have regular security. The Commissioner said that the item was later amended to provide police security and that in between the time the original item passed and that amendment was approved, other things were changed including the hours when police security is required. He said that it is his intent given the recent string of violence and crime, to bring the item back and put forth another amendment to require 24-hour police security. Commissioner Davis went on to propose a second future agenda item to direct the City Manager to seek funding and partnerships to establish a Moorish style arts and cultural festival. He acknowledged that the City keeps moving the goalpost and kicking it down the road, adding that they all realize that the Arabian Nights Festival was a wonderful event that brought the community together and is one of the times that he remembers when the community was engaged at meetings in the work that was being done in the City. The Commissioner recalled from his experience working in the non-profit space, that several local and regional agencies like the Miami-Dade County Department of Cultural Affairs gives grants in the amount of $100,000 to governments and entities that want to showcase these types of events, and recognizing that the Manager is pretty sharp, the Commissioner expressed his hope that he can go after those opportunities.

Mayor Williams asked if the Commission should vote on each proposed future agenda item individually.

City Clerk Flores recommended that the Commission should vote on each proposed future agenda item individually.

It was moved by Commissioner Bass, seconded by Vice Mayor Taylor to have Commissioner Davis' proposed Item requiring 24-hour police security at apartment complexes of a certain size, added to a future Commission Meeting Agenda.

There being no additional discussion, the motion to approve the Future Agenda Item passed by a 5-0 vote.

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

It was moved by Commissioner Davis, seconded by Commissioner Bass to have Commissioner Davis' proposed Item directing the City Manager to seek funding for an annual Moorish style arts festival, added to a future Commission Meeting Agenda.

There being no additional discussion, the motion to approve the Future Agenda Item passed by a 5-0 vote.

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

Vice Mayor Taylor asked Interim City Manager Williams where the City was at with the construction of Historic City Hall. The Vice Mayor stated that if the City has the funding for it, that he would like for a request for proposals to be issued for a construction company to rehabilitate Historic City Hall.

Interim City Manager Darvin Williams informed the Commission that the City has about $600,000 in General Obligation Bond funding, but he stated that it is estimated that about double that is needed for what is left. The Manager also said that Public Works Director

Airia Austin is in the process of putting out an estimate that is going to cost about $100,000 to receive and he asked Mr. Austin to provide the Commission with an explanation of those costs.

Public Works Director Airia Austin informed the Commission that his Department is in receipt of the scope of work from the architect of record for phase 1 and phase 2 of the Historic City Hall project. The Public Works Director confirmed Interim City Manager Williams' statement that it will cost the City $100,000 to develop the criteria documents needed to complete the construction, and after those documents are provided the project will be put out for bid to have it constructed and completed.

Vice Mayor Taylor asked what the expected timeline was for the Historic City Hall restoration project.

Public Works Director Airia Austin informed the Commission that his Department would bring the Historic City Hall restoration proposed item to the Commission during the first meeting in June, after which the request for proposals will be issued for a minimum of 25 days, with the selection process taking another 2 weeks before an award is made and brought back before the Commission.

Commissioner Davis pointed out that the Commission has budgeted for the restoration of Historic City Hall throughout the 3 fiscal years he has been in office and that he is under the impression that they have a solid number. The Commissioner stated that he hopes this is not an instance where they are just kicking the can down the road and are really moving and procuring the item.

Public Works Director Airia Austin assured the Commission that it is a solid move, reminding them that they had to determine whether the facility was structurally safe before they continued with any final construction. The Public Works Director stated that they have that information and are putting together the final documents to get the project going.

Vice Mayor Taylor suggested that his motion proposing a future agenda item to direct the City Manager to issue a request for proposals for the reconstruction of Historic City Hall, may not be necessary because Public Works Director Airia Austin stated that the item would be brought before the Commission in June.

Public Works Director Airia Austin confirmed that the Historic City Hall item would be brought before the Commission in June.

Vice Mayor Taylor stated that he would hold the City Manager to the commitment made, to bring the Historic City Hall item before the Commission at their first meeting in June because that is what was stated.

Interim City Manager Williams stated that the evaluation period for request for proposals for the restoration of Historic City Hall, will come from the Manager's Office and not from the Director of Public Works. The Manager assured the Commission that they will be looking at that diligently, but they need to ensure that they have the monies. He pointed out that some of the monies may have to come from the American Rescue Plan Act funds, and they will have to schedule their workshop to discuss those funds first. Manager Williams asserted that the restoration of Historic City Hall is a high priority for his administration as he has shared with the Members of the Commission during their one-on-one meetings, and he said that he is looking to get it done this fiscal year.

Vice Mayor Taylor stated that in addition to Lupus Awareness Month, May is also Military Appreciation Month and in honor of that commemoration, he proposed that at least 1 Veterans only parking space be designated in front of all City buildings.

It was moved by Commissioner Davis, seconded by Commissioner Dominguez to have Vice Mayor Taylor's proposed Item to designate 1 parking spot for Veterans at all City buildings, added to a future Commission Meeting Agenda.

There being no additional discussion, the motion to approve the Future Agenda Item passed by a 5-0 vote.

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

20. MAYOR/COMMISSION REPORTS:

Vice Mayor Taylor asked that Interim City Manager reach out to Miami-Dade County to have a stop sign installed on 17th Avenue and 143rd Street, on the corner of Sailboat Cove. The Vice Mayor said that the stop sign is needed because the increase in traffic had led to a number of accidents, including one that involved a school bus with children on it. He went on to express concern about the need for a crossing guard at the high traffic intersections in the City, recalling that it had been brought up before by the Commission prior to the beginning of Mr. Williams' term as City Manager. Vice Mayor Taylor specifically raised concerns about the students from Nathan B. Young Elementary School, crossing the street to the east side, and asked that if it is not possible to have a crossing guard in that area, if the City can have a Police Officer help the children cross the street. Additionally, the Vice Mayor asked for an update on the Sesame Street bridge, pointing out that the children who leave Robert B. Ingram Elementary School have to cross the bridge but it is still not functioning. He said that residents want an update on when it is going to be completed and the Vice Mayor suggested that they may need to reach out to the school board to try to get those children bussed because it is a long route from them to go all the way around.

Commissioner Davis asked for an update on the procurement process for the City's bus benches. The Commissioner acknowledged that the City has been without adequate bus benching and the item was procured and then was brought back before the Commission to be procured again. He said that residents have been requesting the bus benches, considering the current rainy season and he recalled that the Commission had said that additional features such as covers would be included to make the bus benches more accommodating. Commissioner Davis went on to inform the Commission of his planned Walking One-Stop Initiative planned for next month on June 13th from 9:30 a.m. to 12 p.m., in partnership with Wayne Rawlins together with the Police Department, to reduce crime and violence in the underserved areas of the community by bringing critical resources, programs and services directly to the doorsteps of the Residents. The Commissioner shared his hope that it serves as a prevention strategy to help curb violence and wrongdoings in the community, and that he was prompted to bring forth the item ahead of the summer months, out of concern over the recent shootings and certain problematic areas of the community.

Mayor Williams stated that she noticed that a few residents who live in historic homes within the City are having issues getting permits passed, adding that it seems it's not just historic homes but some of the permits are taking a long time. The Mayor asked Interim City Manager Williams to figure out how to expedite that considering that hurricane season is around the corner and people are installing hurricane windows. She went on to say that there is an increase of derelict and unkept property in the City, and she asked if the Code Enforcement Department is issuing violations and following through, also asking what the monitoring process was for those violations, lamenting that the City looks dirty to her. Asserting that they really need to get on the ball because they can't push beautification if they're going to allow Residents and property owners who do not live in the City to rent their properties out and not keep those properties up. The Mayor re-stated that it's not fair when someone spends a lot of money to update or rehabilitate their home, while all the property around them is derelict, pointing out that it is something that they've been talking about since she has been on the Commission. Additionally, she recalled attending a ribbon cutting for 7-Eleven last year and said it was such a great event, but she pointed out that the gas station on 22nd Avenue as did K5 Seafood but there was no ribbon cutting or fanfare. Mayor Williams stressed that the City has to celebrate the businesses that are in Opa-locka and those that are opening in the City with at least a ribbon cutting so that the Commission can be there. The Mayor concluded by echoing former Commissioner Dottie Johnson's message about hurricane season being here, and she asserted that as they are ensuring their homes are prepared for the season, they need to make sure that the homes of their neighbors and especially their elderly neighbors are prepared, calling for a "One Community" campaign to make sure that if someone is in need, the City can assist them now and not wait until they get flooded or their roof flies away.

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

22. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 8:17 p.m.

____

Veronica J. Williams
Mayor

Attest:

____

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

"The Great City"

CLERK'S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
June 8, 2022
7:00 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 7:11 p.m. on Wednesday, June 8, 2022 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The Invocation was delivered by Mayor Williams.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

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

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

There being no discussion, the motion to approve the Consent Agenda passed by a 4-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Not Present

Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Mayor Williams	Yes

7. APPROVAL OF AGENDA:

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

There being no discussion, the motion to approve the Agenda passed by a 4-0 vote.

Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Not Present
Mayor Williams	Yes

8. APPROVAL OF MINUTES:

Budget Workshop Meeting Minutes - April 20, 2022

It was moved by Commissioner Davis, seconded by Vice Mayor Taylor to approve the minutes from the **Budget Workshop Meeting Minutes - April 20, 2022**.

There being no discussion, the motion to approve the minutes passed by a 4-0 vote.

Commissioner Dominguez	Not Present
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

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

There was none.

10. PUBLIC PRESENTATIONS:

1. **Jose Arroyo**
   Executive Director
   Miami-Dade Commission on Ethics

Mr. Jose Arroyo informed the Commission that Interim City Manager Williams requested an opinion from the Miami-Dade Commission on Ethics in early May regarding his public role as Interim Manager and his private role as founder and president of a not-for-profit organization. Mr. Arroyo said that they worked together on the opinion for several weeks, with the opinion issued earlier that week and as part of his practice, he shared that opinion with the City's Chief Legal Officer. He also said that it was suggested that he should appear to speak about the opinion and answer any questions the Commission has.

Commissioner Davis asked what stage of the process it is in.

Mr. Jose Arroyo explained that the Miami-Dade Commission on Ethics worked through whether there were conflicts under the County Ethics Code regarding Interim City Manager Williams' dual public and private employment, which comprised the substance of the opinion that they provided. Mr. Arroyo further explained that he is authorized to provide opinions as long as they're based on the plain language of the ordinance or as long as they're based on formal opinions that have previously been provided by the Ethics Board. He also said that if there's a disagreement with the opinion that is provided, there's always a mechanism to seek further guidance from the Ethics Commission.

Commissioner Davis stated his understanding that Mr. Jose Arroyo provided an opinion that wasn't based on a complaint.

Mr. Jose Arroyo clarified that he was not present at the Commission Meeting to discuss any complaints and that he was not suggesting that there are any.

Vice Mayor Taylor asked if the opinion issued by the Miami-Dade Commission on Ethics still stands based on the fact that Interim City Manager Williams had provided the Commission with a letter stating that the Manager had resigned as president of Wellsprings Community Resources Inc.

Mr. Jose Arroyo informed the Commission that the opinion he issued stated that there is a conflict because of the interlocking nature of Interim City Manager's public role as Interim Manager and his private role as founder and president of a not-for-profit organization. Mr. Arroyo further stated that if there's a full separation from the Manager and Wellspring Community Resources Inc., that would resolve the issue addressed in the opinion provided by the Miami-Dade Commission on Ethics. He went on to state that he doesn't like to give opinions on the fly and said that while the conflict with the limited section of the Miami-Dade Ethics Code had been resolved, it would not be fair to anyone to say that all of the issues under the 50 page Ethics Code had been resolved.

Mayor Williams noted that Mr. Jose Arroyo's opinion states that there was a verbal conversation with Interim City Manager Williams before the written opinion was provided by the Miami-Dade Commission on Ethics and she asked what was said.

Mr. Jose Arroyo informed the Commission that he spoke with Interim City Manager Williams on at least 1 or 2 occasions and they had email exchanges and the conversations were related to the facts related to the Jackson North Maternity Center site, the project, the County resolution that approved the long-term lease of the property by Wellspring Community Resources, and some of the actions of the City Commission regarding that particular parcel.

Commissioner Dominguez noted that in the Miami-Dade Commission on Ethics opinion provided by Mr. Jose Arroyo, he stated that Interim City Manager Williams was actively engaged in the running of the business and she asked if the Manager told Mr. Arroyo that or if it it was something that he found out in his investigation because she said that he is not supposed to have outside employment per the resolution that appointed him. The Commissioner also addressed Mr. Arroyo's mentioning of the action on the project that was recently before the Commission, pointing out that it had been deferred, and she asked if he was referring to the last City Commission Meeting and whether the Manager pulling the item from consideration was ethical since he controls City Staff. Additionally, acknowledging that Mr. Arroyo specifically stated in his opinion that he does not interpret Florida law, she asked if Interim City Manager Williams was acting ethically and if he was violating Florida law.

Mr. Jose Arroyo explained that if someone covered by the Miami-Dade County Ethics Code is an officer or director of a non-profit organization and has no management responsibilities over it and is otherwise not actively involved in the running of the operation, then per the determination made by the Miami-Dade County Ethics Board, it would not constitute outside employment. He went on to state that based on his understanding from conversations with Interim City Manager Williams, the particular nonprofit Wellspring Community Resources does not have any employees, the Manager is the incorporator and president on the corporate records. Mr. Arroyo stated that because the organization is a party to a lease agreement within the County, has received funds from the County and those funds are designated for infrastructure improvements around the property, and because there are no other employees of the company, the conclusion was that the Manager was actively involved in the running of it. He added that he doesn't know how Opa-locka defines outside employment, but said that it is how it is defined under the Ethics Code. Arroyo went on to explain that the activity he was referring to in his opinion letter was related to an item that came up before the City Commission related to infrastructure improvements around the site, because he knows that $2.8 million were approved from the County to go to the not-for-profit to be sued for improvements around the property, and he said that he believes it was deferred for that matter. Mr. Arroyo also confirmed that he doesn't have the authority to interpret Florida State statute, and he said that his practice is to reference it when he believes there might be a provision in the State's Ethics Code that might be applicable, leaving it to the requestor to interpret it or to seek legal guidance from from the State of Florida's Ethics Commission.

Mayor Williams stated for the record that Interim City Manager Williams had provided the Commission with a letter which states that he was resigning as President of Wellspring Community Resources effective immediately. The Mayor also clarified that Mr. Jose Arroyo came before the Commission to provide an opinion and that he was not present to investigate anyone.

Mr. Jose Arroyo concluded his presentation by stating that he is authorized to provide opinions to individuals about their own future conduct, not about past conduct or other people's conduct, and he said that if there is a complaint, another section in his office will deal with that.

2. **Elliot Durant**
   Co-owner of Pure Water Factory

Mr. Durant made a presentation to the Commission about the alkaline water services he is providing to government entities across the community.

Mayor Williams asked what the shelf life is for the alkaline water offered by Pure Water Factory. The Mayor also asked if the City were to hypothetically enter into a contract with Pure Water Factory, whether the water would be delivered now and stored somewhere or when a natural disaster occurs.

Mr. Durant stated that the shelf life for the alkaline water offered by Pure Water Factory is 1 year, as long as it's sealed. He went on to say that he can either deliver the water now to be stored, or have it delivered when a natural disaster occurs with their 16-foot truck with free delivery and no contract.

Vice Mayor Taylor asked if Pure Water Factory only provides their water for natural disasters or if they can provide regular water fountains as well.

Mr. Durant explained that Pure Water Factory has water dispensers that can be sold to Opa-locka to have in the City's offices which would be delivered at a cost for municipalities of $2.40 a gallon, which is $12 per bottle, which fill 40 bottles that are each 16 ounces.

Mayor Williams thanked Mr. Durant for coming all the way to the great City of Opa-locka.

Mr. Durant informed the Commission that he lives in Miami Gardens.

Mayor Williams said that Mr. Durant came to the best city and thanked him again.

11. CITIZENS' FORUM:
(Opportunity for discussion of any concerns – please limit to 3 minutes)

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

Mayor Williams opened the Citizens' Forum.

Ms. Dottie Johnson who resides at 13724 NW 22nd Place expressed various concerns related to the City of Opa-locka including the Planning & Zoning Board being short 1 member, the appointment needed to the Audit Committee, 10 residents to attend Miami-Dade Board of County Commissioners Meeting because of interruption in sewer services, repair on 23rd Avenue and East Superior Street is becoming a hole because of the flooding, question about the amount available in reserve funds, the need for a marketing firm, comprehensive plan to guide Commission with priority listing, thanked Interim City Manager Williams for message during flooding, reminder about addresses that may not actually be in Opa-locka, on some streets including hers that switched from septic to sewer the City didn't do a good job.

Ms. Toroni Mitchell who resides at 14225 NW 22nd Place expressed various concerns related to the City of Opa-locka including old water bill issues repeating themselves, whether Opa-locka is hurricane ready, mortgage assistance program information not accurate, the need for events in Opa-locka, and the need to revisit her request for striping.

Mr. George Suarez who resides at 1341 Dunad Avenue expressed his thanks because he has been seeing a lot of things going on in the community and said that they need to allow the people that are put in office to do their jobs. Mr. Suarez also offered kudos for the great hire of Police Chief Scott Israel but said that they need Police Officers to make the streets bearable for the children. He asserted that as taxpayers, they need to understand where their money is going. Mr. Suarez also shared his idea to plan a farmer's market that could bring the different cultures of the community together. He concluded by urging the Members of the Commission to let their face be known because they need to see what their elected officials are doing for them.

Ms. Natasha Ervin who resides at 670 Dunad Avenue said that she thinks the pool party was a success, offering her thanks and recognizing that all of the Members of the Commission showed up. Ms. Ervin went on to share her experience with Police Department Officers driving through the City with their windows down, and she stated that it is nice to know that they can actually reach out and speak to them in case she is in need of assistance. She concluded by stating that she is glad camp is going to be starting soon because school is out, and she likes seeing all the little kids in the neighborhood come out to the parks.

Retired Police Chief Cheryl Cason of 781 Curtiss Drive commended Police Chief Scott Israel for honoring the memory of Ephriam Brown as the first and only Opa-locka Police Officer who was killed in the line of duty, and she was joined by Major Angel Crawford as a retired Opa-locka Police Officer and Officer Brown's Son's Godmother. She concluded by urging Police Chief Israel to reinstitute the Police Reserve Program.

Police Chief Israel concurred with Retired Police Chief Cason's support for the reinstitution of the Police Reserve Program, but he informed the Commission that the policies, procedures, and protocols are not what he would want them to be, offering assurances that he has a plan to hire a Captain of Internal Affairs and Police Officers to put on the street. The Chief stated that once that's done, a robust Reserve Program will be developed because there are men and women that will serve for free and the City can't pass on that, but he stressed that it has to be done a different way than it was done in the past with checks and balances that he said he has spoken with Interim City Manager Williams about and he said will be presented to the Dais.

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

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

Mayor Williams called for a motion to reconsider the approval of the Consent Agenda.

Commissioner Davis asked Mayor Williams for the reason she was calling for a motion to reconsider the approval of the Consent Agenda.

Mayor Williams explained that she wanted to co-sponsor Agenda Item 13-2.

Commissioner Davis stated that was okay and that he just wanted to know.

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

There being no discussion, the motion to reconsider the approval of the Consent Agenda passed by a 4-0 vote.

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Not Present
Vice Mayor Taylor	Yes
Mayor Williams	Yes

Mayor Williams requested to pull Agenda Item 13-2 from the Consent Agenda and asked Commissioner Davis to co-sponsor his proposed resolution.

Commissioner Davis accepted Mayor Williams' co-sponsorship of the resolution he proposed in Agenda Item 13-2.

Commissioner Bass suggested that the entire City Commission co-sponsor the resolution proposed by Commissioner Davis in Agenda Item 13-2.

Commissioner Davis stated it was okay for the entire City Commission to co-sponsor the resolution he proposed in Agenda Item 13-2.

It was moved by Commissioner Bass, seconded by Vice Mayor Taylor to approve the resolution proposed by Agenda Item 13-2, with the co-sponsorship of the entire City Commission.

There being no discussion, the motion to approve the resolution proposed by Agenda Item 13-2, with the co-sponsorship of the entire City Commission, passed by a 4-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Not Present
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Mayor Williams	Yes

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

There being no discussion, the motion to approve the Consent Agenda, passed by a 4-0 vote.

Commissioner Dominguez	Not Present
Vice Mayor Taylor	Yes

Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE REVISED OPA-LOCKA TITLE VI PROGRAM PLAN; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER, DARVIN WILLIAMS, TO SEEK FUNDING OPPORTUNITIES, INCLUDING PARTNERSHIPS AND ESTABLISH AN ANNUAL MOORISH ARTS AND CULTURAL FESTIVAL FOR A RECOMMENDED PRELIMINARY BUDGETED AMOUNT OF $50,000.00 FOR THE FY 2023 BUDGET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Davis*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER, DARVIN WILLIAMS, TO DESIGNATE ONE (1) RESERVED PARKING SPACE AT ALL CITY FACILITIES FOR THE USE BY U.S. MILITARY VETERANS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Taylor*

Vote taken on Consent Agenda items can be viewed under Agenda Item 6 – Approval of the Consent Agenda.

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274(3) TO REQUIRE THAT ALL APARTMENT BUILDINGS WITH ONE HUNDRED FIFTY (150) UNITS OR MORE TO BE REQUIRED TO HAVE ONSITE 24-HOUR ARMED OFF-DUTY POLICE OFFICER SECURITY; AMENDING SECTION 13-278(5)(b) TO REQUIRE PERMIT APPLICANTS WITH ONE HUNDRED FIFTY (150) UNITS OR MORE APARTMENT UNITS TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY CONTAINING AN ACKNOWLEDGMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAMES OF ANY AND ALL ON-SITE 24-HOUR ARMED OFF-DUTY POLICE OFFICERS BEFORE A PERMIT SHALL BE ISSUED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Davis*

   The above ordinance was read by Assistant City Attorney Candice Cobb.

   Mayor Williams asked Commissioner Davis to introduce Agenda Item 16-A-1.

   Commissioner Davis withdrew Agenda Item 16-A-1, stating that through the Agenda briefing process, he had the opportunity to have a conversation with the City Manager's Office about the concerns with implementing the proposed ordinance, including some of the staffing challenges that would be faced. The Commissioner said that he was withdrawing the item contingent upon the presentation of a plan to be presented by Interim City Manager Williams and Chief of Police Israel, within 90 days and he suggested that he would bring the item back for consideration, if the Commission doesn't see any changes in the area.

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

There were none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Interim City Manager Williams delivered his report to the City Commission.

Commissioner Davis expressed his excitement for the 15% increase reflected in the City's property taxes, recalling that when Amazon came to the community, the 30% increase significantly increased revenue and they were able to do a lot more for Residents. The Commissioner went on to state that he looks forward to working with the Commission and the City Manager's Office as well as City Staff to provide more services.

Vice Mayor Williams acknowledged that Ms. Toroni Mitchell had addressed hurricane readiness, and he asked if it was something that could be started in the City asap.

Interim City Manager Williams assured the Commission that the City is prepared and ready to go. The Manager gave a shout out to the Public Works Department for mobilizing in less than 24 hours, to provide sandbags to the entire community. He asserted that if Opa-locka should have inclement weather, the City is prepared.

Vice Mayor Taylor noted that Ms. Natasha Ervin thanked the Police Department, while Mr. George Suarez expressed concern that he doesn't see Police presence on his street, even though they both live on the same street. The Vice Mayor asked if it was possible for Police Officers to ride in their patrol vehicles with their lights on, so that Residents know they are there.

Police Chief Israel pointed out that the Police doesn't want to have all their lights on when they come up to an intersection because they don't want vehicle operators to be nervous, stop and cause accidents, but he did assure the Commission that he has directed Captain Lawrence Holborow and the Sergeants to drive with the lights on so that the Community know where they are. The Chief also said that he wants to send a message that the Police Department is open 24 hours a day like Krispy Kreme. He went on to inform the Commission that the days of Police Officers staying in vehicles for the whole that they are patrolling apartment complexes, are over because they will be logging foot patrols so the Community will see them out there as approachable because they want to be part of the Community.

Vice Mayor Taylor said that he is glad that Police Chief Israel addressed the comment that was made about the Police Reserves, recalling that it was a hot topic for a while but that they were a great help in the past, and he thanked Interim City Manager Williams.

Mayor Williams requested that Interim City Manager Williams provide updates from the previous Commission Meeting so that the public knows what was worked on.

Interim City Manager Williams confirmed his understanding of Mayor Williams' request.

The Mayor went on to request an update on the 99 findings.

Interim City Manager Williams informed the Commission that the City had not yet received the 99 findings back yet.

Commissioner Davis asked City Attorney Norris-Weeks to address what he has heard about a City Manager who was terminated with cause, being paid a severance.

City Attorney Norris-Weeks stated that she has no idea what Commissioner Davis is talking about.

Interim City Manager Williams stated for the record that his office has not issued any payouts to any former City Managers. The Interim Manager went on to state that former City Manager James Wright submitted an email to Manager Williams and the City Attorney requesting a payout for termination without cause. He said that the City Attorney responded to him, detailing the process by which that could occur and directing the City Clerk to provide documentation to Mr. Wright, which he believes was provided.

City Attorney Norris-Weeks said that Interim City Manager Williams said he would get with her and has not spoken with her about it, but she said that it is coming through Commissioner Davis. The City Attorney said that she would be happy to talk with them offline and look through the contract, adding that if payment is warranted, that she would make that recommendation.

Commissioner Davis asked City Attorney Norris-Weeks to state for the record if former City Manager Wright was fired with or without cause because he said that he specifically remembers a resolution stating that he was fired with cause.

City Attorney Norris-Weeks said that she was not prepared for the questions, and she feels ambushed by Commissioner Davis every single meeting through the Manager, who she said feeds him information. The City Attorney asserted that she is happy to give a recommendation but didn't have the information in front of her.

Commissioner Davis stated that with all due respect, he just wants a clear answer and he said that it's very difficult to get clear answers in public as illustrated at this meeting as well as on other nights and in private. The Commissioner pointed out that as representatives of the Community, this was a matter of transparency.

City Attorney Norris-Weeks said that she was not prepared to talk with the Commission about it. She acknowledged that she drafted the resolution as she said that she drafts thousands of documents. The Attorney assured the Commission that she would be prepared tomorrow and would copy everybody on the Commission.

Commissioner Davis stated that he looks forward to receiving City Attorney Norris-Weeks' email.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

City Attorney Norris-Weeks read a notice of a private closed-door attorney-client session into the record.

Commissioner Bass announced that she is sponsoring an event to celebrate Opa-locka's graduating Seniors on July 16th and extended an invitation to her colleagues on the City Commission to partner with her to make sure that the Seniors have a wonderful memory. The Commissioner also shared her experience distributing sandbags on Saturday, saying that it was a really good time being able to meet and greet some of the Residents and letting them know that they are there for them.

Vice Mayor Taylor noted that Ms. Toroni Mitchell had brought up Juneteenth, and he said that the Community Redevelopment Agency is working on a Juneteenth function that Sunday, and he committed to make sure she gets the information about the event.

Interim City Manager Williams stated that the City of Opa-locka and the Opa-locka Community Redevelopment Agency are planning a Juneteenth karaoke night on Sunday, June 19th at Sherbondy Park. The Manager said that Miami-Dade County Commission Vice Chair Oliver Gilbert will be providing the stage and the entertainment, and he urged everyone to come out.

Mayor Williams gave a shout out to the Public Works Department for making all of the sandbags that were distributed to Residents over the weekend. She added that marketing is needed, pointing out that the minute she went live on Facebook, many cars began to show up. The Mayor concluded by urging her colleagues on the City Commission to clap for the Employees that are doing the work of the City.

Interim Manager Williams thanked Mayor Williams and Commissioner Bass for coming out during the flooding to assist with the sandbags. The Manager also confirmed that they did not see the foot traffic increase until the Mayor went live on her Facebook page, and he thanked her for that.

Mayor Williams then proceeded to open the discussion on the Dais about the City Attorney's billing, stating that the Commission needs to have that discussion because her understanding is that the Attorney is not being paid.

Commissioner Davis said that he wanted to know Mayor Williams' intent, whether she was looking to have the conversation during that meeting or discuss when the proper time would be to have the conversation.

Mayor Williams stated that it is the will of the City Commission whether they will have the discussion now or later. The Mayor also stated that she knew it may not bring a resolution to the issue, but she said that she doesn't know how anyone is able to move forward with anything without being paid.

Commissioner Davis stated that he thought the Commission resolved the conflict at the last Commission meeting when they passed a resolution, and he pointed out that either those items were provided, or they weren't. The Commissioner said that he hasn't received an update but saw he was copied on a letter that was provided by the Attorney, however he isn't sure if that satisfied the concerns.

City Attorney Norris-Weeks reminded the Commission that she responded to the resolution they passed at the last Commission meeting the very next morning, having gone line by line through the resolution and she is assuming that it is sufficient because she has not heard anything about it not being sufficient. The City Attorney stated that it is not the issue Mayor Williams was raising, going on to say that Mr. Williams is holding her litigation bills and adding that she has never had this issue before. She explained that it started with Assistant City Manager Lawson telling her for weeks that there was a problem with the signatories and that the bank was having a problem getting his signature up to date. The Attorney also said that weeks later, she was told to talk to the Manager or email him but said that she was not going to play games about being paid because she has people to pay. She shared her opinion that the Manager made it a public spectacle at the last Commission Meeting, to let everybody know that she was late on sending some of her bills, but she decried the fact that the bills already in the pipeline were not being paid.

Mayor Williams stated that she wants for the Commission to keep their decorum and not finger point, because she is trying to get to the issue at hand because she knows that if they don't, it is going to continue.

Interim City Manager Williams informed the Commission that the City Attorney received a monthly retainer of $16,000 and the notion that she is not being paid is absolutely not true. The Manager went on to explain that based on her contract, in addition to her monthly retainer, the City Attorney is also due litigation fees for cases that she sends to her own firm. He stated that since he's been employed as Manager, he has received 2 invoices that reach back 2 years and he said that according to her contract, the best efforts shall be made to ensure that all invoices shall be submitted to the City at the earliest available time and the City reserves the right to audit them. Manager Williams went on to state that litigation invoices that are over 2 years old that he has not been present as Manager for, will absolutely be audited and he stressed that her invoices need to be received. Additionally, he pointed out that 2 weeks ago, the City Commission directed the City Attorney to turn in all of her invoices and he said that she is in violation of that very resolution with over a year of invoices that she has not turned in. Manager Williams concluded by stating that if the City Attorney is looking to be paid, she needs to follow the resolution passed by the Commission and turn in her invoices.

City Attorney Norris-Weeks stated that Interim City Manager Williams has no right whatsoever to tell the Commission that he is going to hold up her bills. The City Attorney said that they are not from 2 years ago, and she informed the Commission that she gave him the January 2021 and December bills that haven't been paid and said that he hasn't given any reason why. She went on to say that the Manager is calling it an audit, but the Attorney said that she doesn't know what he would be auditing. Stating that she is willing to bring the invoices before the City Commission, but she said that the Manager is always operating out of his authority, and she is asking the Commission to take charge of the issue because it is wrong, and he can't do this. Assuring the Commission that she submits bills that are way less than what they're supposed to be by billing for 1 attorney even if 3 of them are working on it, and she added that the Manager knows that if she gave them her true billing, it would be 3 times as much. She then said that the Manager was being malicious and facetious, and that's how he operates, and she doesn't know when the Commission is going to see him for who he is.

Interim City Manager Williams stated for the record that he has endured verbal attacks on his character from the City Attorney on a weekly basis that he will no longer tolerate. The Manager said that he is operating within the 4 corners of the rights given to him by the Attorney's contract and advised that all her invoices be turned in so that payments can be processed.

City Attorney Norris-Weeks stated that it is not proper because she has a contract with the City and is supposed to be paid for the work she is doing, pointing out that it's normally been within 30 days. The Attorney went on to say that the Manager doesn't control this, and the Commission gives him way too much latitude, which she characterized as ridiculous.

Commissioner Davis stated that per the City Attorney's contract, she's supposed to provide a budget before any litigation matter is even considered. The Commissioner also said that this is not something that only comes from the City Manager's Office, with the State of Florida's Auditor General's Office having concerns because they don't know what the numbers are, adding that because they are the entity that's charged with maintaining the City's finances, they know it is an issue. He asserted that the Attorney is behind in billing and someone has to accept fault because they can't point fingers and expect a resolution.

City Attorney Norris-Weeks interjected, stating that she has given a budget and is trying to be paid.

Mayor Williams asserted that the Members of the Dais need to respect whoever has the floor.

Commissioner Davis stated that the City Attorney is literally the parliamentarian for the City Commission, and he can't even have a conversation on the floor without being interrupted. The Commissioner went on to ask how they intend to govern in such an environment.

Mayor Williams acknowledged that everybody has placed their thoughts on the floor, and she said that everyone has a contract.

Interim City Manager Williams corrected the record and stated that he does not have a contract.

Mayor Williams said that the reason she brought it up is because they know there are issues that need to be worked on and fixed, and that it's not going to go anywhere unless they have the conversation. The Mayor said that the Commission is the boss of the City's 3 Charter Members and she is disturbed because no one has the right to say that one of the Charter Members is not going to be paid based on push-pull conversations, because it is unfair unless all of the Commission Members are in agreement. She offered assurances that they are going to read and get to the bottom of the contracts, and asked Vice Mayor Taylor and Commissioner Bass to share anything they had because she said that they need to hear from the Commission tonight.

Vice Mayor Taylor asked Interim City Manager Williams if the invoices that were presented would bring the City Attorney current.

City Attorney Norris-Weeks clarified that she submitted billing for December of 2020 and January of 2021.

Vice Mayor Taylor asked if City Attorney Norris-Weeks can be paid for December of 2020 and January of 2021.

Interim City Manager Williams stated that once those bills are completely audited, they can absolutely be paid. The Manager went on to explain that it is not anything personal with the City Attorney and said that he will submit anything over 12 months to be audited. He offered to remove the authority from his office and turn it over to the City Commission if they want to take responsibility to review, audit and approve what he believes will be a total of 18 months of invoices.

Vice Mayor Taylor asked City Attorney Norris-Weeks what was delivered to the City Manager's Office 2 weeks ago.

City Attorney Norris-Weeks stated that she responded to every paragraph and word of the resolution that the Commission passed. The City Attorney suggested that the question is what Interim City Manager Williams means when he says that her invoices are being audited, and she said that she believes what is happening is that he is playing games.

Vice Mayor Taylor asked City Attorney Norris-Weeks if she submitted the bills for December and January like she said.

City Attorney Norris-Weeks confirmed that she submitted her invoices for December 2020 and January 2021 and that Interim City Manager Williams has had them for weeks. The City Attorney said they are small bills and don't take a long time to go through, adding that she would bring them before the City Commission herself, but she said that because they have some attorney-client information, most litigation bills go through the City Manager's Office as they have under other Managers.

Vice Mayor Taylor shared his understanding that the City Attorney has 2 sets of bills, including litigation bills and retainer bills, and he asked if the retainer bill has been received and is up to date.

City Attorney Norris-Weeks informed the Commission that she believes her most recent retainer bill was not for the last month, but the month before that.

Vice Mayor Taylor asked if the most recent retainer bill was for April.

City Attorney Norris-Weeks said that her monthly retainer bill is not the issue.

Vice Mayor Taylor pointed out that Mayor Williams wants to get clarity and shared his understanding that the retainer bill is up to date through April but what is behind is the litigation billing from 2020. The Vice Mayor then proceeded to ask if that would be considered in the 2020 audit and if that audit was complete.

Interim City Manager Williams stated that the 2020 audit is not complete.

Vice Mayor Taylor asked if the 2019 audit is complete and if that billing is up to date.

Interim City Manager Williams confirmed that the 2019 audit is complete and the City Attorney's billing for 2019 is up to date.

Vice Mayor Taylor asked for clarification on whether Interim City Manager Williams was waiting for the bills from 2020 to pay the City Attorney.

Interim City Manager Williams stated that the billing for the entire year of 2021 is needed. The Manager stated that if there was something nefarious going on where he was attempting to somehow attack the City Attorney through the powers of his Office, they wouldn't pay any of the invoices, but he stated that he has paid every single retainer invoice that has been submitted by the City Attorney to his Office. He said that the 2-year-old invoices which she said are small bills, are $30,000 with cases and claims that have not been listed in litigation from the City Attorney's Office.

City Attorney Norris-Weeks stated that what Interim City Manager Williams said is not accurate.

Vice Mayor Taylor asked City Attorney Norris-Weeks if there was any possible way that she could get the 2020 and 2021 invoices to the Manager's Office.

City Attorney Norris-Weeks said that the City is not in the 2021 audit, and she said the big charade that took place 2 weeks ago didn't have anything to do with anything because they already had the bills for 2020.

Vice Mayor Taylor asked City Attorney Norris-Weeks if Interim City Manager Williams has all of the bills for 2020.

City Attorney Norris-Weeks confirmed that Interim City Manager Williams has everything he needs for 2020. The City Attorney went on to say that she didn't mean for this to be prolonged this long, adding that nobody would want to go through this on the Dais. She asked that the Commission direct the City Manager to pay the City Attorney and for him to ask her any questions that he may have. The Attorney said that Assistant City Attorney Candice Cobb prepares a spreadsheet and has given a budget every year since they have been working for the City and she said that when the Manager says he doesn't have something, it's just not accurate. She also stated that the docket is a public record where each case can be pulled up to see the activities including the motions filed and the transcript if it is a deposition.

Mayor Williams stated that this is really bad because the City Commission needs to understand both positions and need clarity, and they can't want to bring one thing out but then not want to talk about anything else because she said that if they're going to bring it all out or they're not. The Mayor said that City Attorney Norris-Weeks needs to get paid but she also stated that there are billing issues that need to be fixed. She went on to say that Commissioner Davis has very relevant points that need to be answered, Vice Mayor Taylor is trying to get a timeline, and she concluded by stating that she doesn't know how it's going to happen while asserting that it must come to a close and needs to be fixed by those on the Dais.

Commissioner Davis stated that the City Attorney's Office is a year behind in billing outside legal fees. The Commissioner recalled that when he was elected in 2018, the City had not had an independent audit since 2015 and has been playing catch up since then. He then reminded the Commission that it is their chartered responsibility to ensure that the City has an annual independent audit, but those who were sitting in their same seats, decided not to have an audit. The Commissioner proceeded to point out that the City is now one year behind and almost up to date with their audits and are closing out the 2020 audit after being provided some missing documents in the 11th hour, including documents from the Attorney's Office. He then went on to state that City Attorney Norris-Week's position is that the bills incurred during the 2021 fiscal year, don't need to be provided because the City hasn't reached the FY 21 audit. Commissioner Davis stated that her contract stated that when any matter is legally initiated, the City is supposed to be provided with a budget, but he said that does not happen and when it is asked for, the City Attorney pushes back and asks for the Finance Department to make projections, which he said is not their purview or responsibility. He asked how the Finance Department can provide an accurate number when it is City Attorney Norris-Weeks who is the one dealing intimately with all the City's legal matters. Commissioner Davis concluded by also reminding his colleagues on the City Commission that since they were afforded the opportunity to serve as elected representatives of the Community, they've been doing their due diligence to bring things back in order and he asserted that this needs to come to a resolution.

City Attorney Norris-Weeks assured the Commission that her budget is outlined in the spreadsheet that was provided to them. The City Attorney also said that 90% of the cases go to the League of Cities, adding that she doesn't think the City has had any new cases since she began serving as City Attorney for Opa-locka.

Commissioner Davis stated that he has been on the City Commission for 3 years, and the City Attorney has never provided a budget.

City Attorney Norris-Weeks stated that it is given to Staff and they give you projections which go into the larger budget that is presented by every City Department, including the

City Attorney's Office. The City Attorney also said that 90% of the shade meetings held with the City Commission are not for cases she is handling but are for cases on which they bring in attorneys to represent the City. She said that this is becoming an opportunity to attack her, and she added that it's because the only thing she can be attacked on is being late on her billing because she said that they do superb work for the City and it takes a lot of work.

Commissioner Davis stated that he can't understand why they cannot have this conversation in a civilized and respectable manner in public, recalling that they have dealt with more hotbed issues than this, pointing out that billing and contracts don't get more black and white, and he said that it amazes him.

Interim City Manager Williams read the line of City Attorney Norris-Week's contract that states "for all litigation, attorneys shall prepare a proposed budget within 60 days of any such litigation activity" and he asked Budget and Risk Administrator Bob Anathan if during his tenure of 2 years with the City of Opa-locka, if he had ever received a proposed budget for any litigation from the City Attorney's Office.

Budget and Risk Administrator Bob Anathan stated that he has not seen that level of detail.

City Attorney Norris-Weeks reiterated that the budget is on the spreadsheet that was provided.

Mayor Williams said that there were 2 things that she put on the table, including the City Attorney getting paid and whether the bills were up to date. The Mayor said that she believes they clarified that the billing just needs to be up to date. She went on to say that they're still looking for the receipts for the audit based on hearsay and she added that it didn't seem like there was going to be any resolution during the meeting. Mayor Williams asserted that the Commission needs to take a look at the contract because she is hearing that things are being put on a spreadsheet and the City Manager's Office and the Finance Department is saying that's not sufficient, and she suggested that there has to be something that everyone can come to an agreement on where the litigation budget that is in the City Attorney's contract, is going to be sufficient for the City. Acknowledging that it may have been the norm, the Mayor also suggested that the Commission needs to come to the table to figure out what's going to be sufficient so that a working, living and breathing document can be created so that they can have a projection of what needs to be paid out. She recognized that if the City can't make that projection, it's a problem.

City Attorney Norris-Weeks asserted that she's already given that and said that she gave it again the day after the Commission's last meeting. The City Attorney added that she's provided the amount, including the projected amount for this year and said she was even asked about 2023 but said that they are no longer taking the litigation cases because they go to the League as she's been asking. She went on to say that the cases she has to do, the City is getting money back or getting a property, and she said that as a result, the big projection Interim City Manager is describing, is non-existent.

Vice Mayor Taylor said that he thinks what Mayor Williams is saying is that whatever process is taking place right now, is not being communicated well to the City and she is asking that a process be developed where there's an understanding on both sides.

City Attorney Norris-Weeks suggested that rather than prolonging the meeting, perhaps a special meeting could be scheduled for the Attorney to bring the bills and the commission can look at and approve them because she said that she can't do this where she can't get paid.

Commissioner Bass said that she sat and listened to all the back and forth, stating that she understands where the City Manager is coming from and where the City Attorney is coming from, but she said that they're not speaking the same language. The Commissioner expressed her wish that Budget Administrator Anathan would develop whatever is deemed necessary for the City Attorney to do what needs to be done, so that he can understand what she is giving to him because apparently the spreadsheet is not working.

Interim City Manager Williams stated that integrity and facts are important. The Manager informed the Commission that the City Manager's Office created the spreadsheet, not the City Attorney's Office. He said that he directed his Office to create the spreadsheet to assist the City Attorney and the Finance Department, so that what is needed can be provided. The Manager also said that the Finance Department had provided some information and listed some numbers in the spreadsheet last year and when Mr. Brunson found out that the Finance Department had generated those numbers, he would not move forward with the audit and demanded that the City Attorney sign off on the work that the Finance Department did. He said that the City Attorney waited until the last minute to sign off on the documentation. The Manager reminded the Commission that he had already shared with them that he informed the Finance Department that they were not to fill in anything on the spreadsheet, pointing out that the City had a friendlier relationship with Mr. Brunson, but is now dealing with the national firm Marcum. He said that his Office has offered to schedule workshops to sit with the City Attorney, and even provided clear detail of what's missing at the last Commission Meeting when he said that Financial Consultant Geri Lazarre was being attacked. The Manager shared an example of what's missing by providing an example of a case that was settled by directing the City Manager to give City property to the litigant and the City property was provided with no number attached to the property. He said that if you look back at the Commission Meeting, the City Attorney directed Ms. Lazarre to get a property appraisal on Google for the value, but the Manager said that if property was being used in a settlement negotiation, value had already been assigned to that and all that was needed to be done was to provide that information to the Finance Department. Manager Williams also offered to direct his Staff to come in on a Saturday or whenever it's needed, to sit with the City Attorney and go line by line by line. He lamented that every single time anything is requested of the City Attorney, what they receive in return are statements from the Attorney about them attacking her that have nothing to do with the work that's needed. Addressing the process, the Manager said that when a case comes into the City, a proposed budget should be created by the City Attorney for that case with recommendations on sending it to the League of Cities, or sending special litigation to a specific form, or having the Attorney's firm handle it, in addition to explaining why the recommendations were made. Once the City Attorney makes her recommendation, the Manager then suggested the City Commission should direct where that case goes every single time, which he said to his understanding, that has never happened. He stressed that everything that he has requested has been related to the financial aspect of the case and although the City Attorney has constantly demeaned and belittled him, he sat right there on the Dais and commended City Attorney Norris-Weeks for the work that she's done on the American Federation of State, County and Municipal Employees Union contract. The Manager then took a stance against the notion that the entire Dais agreed that the City Attorney should get paid for her old invoices, pointing out that every city outside of Opa-locka has a policy for vendors that states if they don't turn an invoice by a certain time, you do not get paid. He stressed that throwing invoices upon his desk that are a year and a half late, for litigation services for cases without a proposed budget, and the $20,000 a month liability that represents, does not represent the fiduciary duty of the City Manager's Office.

City Attorney Norris-Weeks stated that what Interim City Manager Williams said is just talk. The City Attorney said that the League of Cities is the legal provider per policy and cases are brought before the Commission for consent before anything else is done. She concluded by asserting that she has a track record of honesty and integrity.

Assistant City Attorney Cobb informed the Commission that she is involved with the drafting of the spreadsheet, spending a lot of time going through each case, including a budget for the case and she said that is provided every single year. Ms. Cobb went on to state that the values for the properties on the case that Manager Williams was referring to, were generated by City Staff. She also pointed out that the values are within the resolution and were provided to the Finance Department multiple times. Ms. Cobb concluded by assuring the City Commission that they are doing the work.

City Attorney Norris-Weeks asserted that she thinks this is unfair to her firm and they deserve to be paid.

Mayor Williams said that she is going to stop the discussion because they're not getting anywhere. She proposed that the Commission invite the Florida League of Cities to mediate the conversation about the City Attorney's delayed invoices and payment.

Commissioner Davis stated that if any agency is to be recommended to mediate the conversation related to the payment of the City Attorney's invoices, the priority should be the Auditor General's Office.

It was moved by Mayor Williams, seconded by Vice Mayor Taylor to poll the City Commission to schedule a Special Commission Meeting and find a third-party organization via the League of Cities and/or the Auditor General to mediate the conversation about the City Attorney's delayed invoices and payment.

There being no additional discussion, the motion passed by a 4-0 vote.

Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Not Present
Mayor Williams	Yes

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

22. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Vice Mayor Taylor and Commissioner Davis, to adjourn the Meeting at 9:36 p.m.

Veronica J. Williams
Mayor

Attest:

Joanna Flores, CMC
City Clerk

Sponsored By: City Manager

RESOLUTION NO. 22-________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING BEATRICE CAZEAU AND VICTOR H. DE YURRE AS CODE ENFORCEMENT SPECIAL MAGISTRATES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") has observed an increase to its Code Enforcement cases and a need exists to name additional Code Enforcement Special Magistrates; and

WHEREAS, pursuant to Chapter 2, Article XI, Division 10, Subdivision 2, Sec. 2-570.28, of the City Code of Ordinances, "The city commission shall appoint no more than three (3) preapproved special masters and an alternate. The preapproved list of special masters shall consist of members of the Florida Bar in good standing who have been chosen by the special master selection committee. The special master selection committee shall consist of three (3) members including the chief of police, city manager or his/her designee, and the city attorney"; and

WHEREAS, on June 9, 2022, the special master selection committee conducted interviews of candidates and mutually selected two (2) candidates for recommendation to the City Commission: Beatrice Cazeau and Victor H. De Yurre; and

WHEREAS, Beatrice Cazeau is an attorney with experience in Code Enforcement law, and would be an excellent candidate for the City of Opa-Locka; and

WHEREAS, Victor H. De Yurre is an experienced attorney who currently serves as a Special Magistrate in other municipalities; and

WHEREAS, the City Commission of the City of Opa-Locka desires to name Beatrice Cazeau and Victor H. De Yurre as Code Enforcement Special Magistrates for three (3) one year terms, unless sooner terminated, pursuant to the Special Magistrate Professional Services Contract attached hereto as Exhibit "A".

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

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

SECTION 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby appoints Beatrice Cazeau and Victor H. De Yurre as Code Enforcement Magistrates, pursuant to the Special Magistrate Professional Services Contract, attached hereto as exhibit “A”.

SECTION 3. SCRIVENER'S ERRORS
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City Clerk.

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

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

____
Veronica J. Williams, Mayor

ATTEST:

____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____
Burnadette Norris-Weeks, P.A.

Moved by: ____________________

Seconded by: __________________

Resolution No. 22-

VOTE:

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

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams		**CM Signature:**				
Commission Meeting Date:	*07.13.2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*	**1st Reading**		**2nd Reading**	
			Public Hearing: *(Enter X in box)*	**Yes**	**No**	**Yes**	**No**
					X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*	**Yes**		**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** 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 of the City of Opa-locka City Commission naming Beatrice Cazeau and Victor H. De Yurre as additional Code Enforcement Special Magistrates.

Staff Summary:

The City Manager, City Attorney, Chief of Police, and Code Enforcement Manager convened a Special Master Selection Committee Meeting to review candidates to serve as additional Code Enforcement Special Magistrates for the City of Opa-locka.

Three applicants appeared before the committee and a recommendation was made to appoint Beatrice Cazeau and Victor H. De Yurre as additional Code Enforcement Magistrates.

Beatrice Cazeau is an attorney with experience in Code Enforcement Law. In addition, she serves as a Special Magistrate in other neighboring municipalities.

Victor H. De Yurre is an attorney who also serves as a Special Magistrate in other municipalities.

Both applicants are active members of the Florida Bar Association in good standing.

The engagement shall commence at the time of execution and shall remain in place for three (1) year terms unless sooner terminated.

Financial Impact – It is anticipated that Code Enforcement Special Magistrate fees will be approximately $600 per month. These fees will be charged to Code Enforcement Other Professional Services, 23-521312, which has $7,400 available for the remaining three months of this fiscal year.

Proposed Action:

Staff recommends the approval of this request to appoint Beatrice Cazeau and Victor H. De Yurre as additional Code Enforcement Magistrates.

Attachment:

Resumes

BEATRICE CAZEAU — Licensed in Florida, 1999
1909 NE 168th Street, North Miami Beach, FL 33162 — beatrice@cazeaulawfirm.com (305) 614-0702

WORK EXPERIENCE

LAW OFFICES OF CAZEAU & ASSOCIATES, PLLC, Miami, FL
Principal — May 2018-Present

- Managing attorney
- General civil litigation and practice, with a concentration in personal injury cases, family law, and real estate law

CITY OF NORTH MIAMI — North Miami, FL
Special Magistrate — October 2012-Present

- Preside over Code Compliance Hearings and Ticket Appeals
- Hear testimony and review evidence presented by code enforcement officers and alleged violators
- Render decisions
- Assess fines and fees on citations upheld
- Presided over Red Light Camera Hearings — September 2014-March 2016

CITY OF MIAMI GARDENS — North Miami, FL
Legal Advisor — April 2016-Present

- Serve as Legal Advisor to the Nuisance Abatement Board and Unsafe Structures Board

LAW OFFICES OF CAZEAU, LINTON ROBINSON, LLC — Miami, FL
Shareholder — July 2002-May 2018

- Managing partner
- Trial Lawyer
- Represented hundreds of clients in the areas of personal injury cases, family law, and criminal defense litigation

CITY OF MIAMI GARDENS — North Miami, FL
Special Master — December 2013-April 2016

- Presided over Code Enforcement Hearings and Massey Hearings
- Heard testimony and reviewed evidence presented by code enforcement officers and alleged violators
- Rendered decisions
- Assessed fines and fees on citations upheld

STATE ATTORNEY'S OFFICE, Eleventh Judicial Circuit Miami, FL
Assistant State Attorney August 1999 – July 2002

- Served as trial lawyer
- Prosecuted felony and misdemeanor criminal cases from intake through trial
- Conducted arraignments, jail, Nebia and bond hearings
- Conducted victim/witness interviews
- Conducted legal research, prepared motions and drafted memoranda of law
- Conducted jury selections, cross-examination and presented evidence
- Conducted and defended depositions
- Prosecuted cases in the Domestic Violence Unit, Juvenile and Felony divisions

UNIVERSITY OF FORT LAUDERDALE Lauderhill, FL
Adjunct Professor August 2000-January 2003

- Designed curriculum and teaching plans in the areas of pre-law and business ethics
- Developed course objectives
- Conducted research and wrote articles for class presentations
- Integrated knowledge and research from current events into course contents
- Prepared, conducted and graded exams
- Evaluated and graded research assignments
- Met and consulted with students and provided guidance to students
- Attended faculty meetings, strategic planning sessions, curriculum planning and development sessions

OFFICE OF THE ATTORNEY GENERAL Boston, MA
Consumer Information Specialist August 1997 - April 1998

- Educated the public about their rights under Massachusetts consumer protection laws
- Provided consumers with a variety of resources as well as referrals

DEPARTMENT OF SOCIAL SERVICES Brooklyn, NY
Fraud Investigator June 1996 - August 1996

- Investigated clients receiving public assistance
- Determined assistance and aid
- Reduced or denied assistance based on Eligible Verification Review Guidelines

EDUCATION

New England School of Law Boston, MA
Juris Doctor, May 1999

Honors: Dean's List (Fall 1997); Black Judges Award Recipient; Charles Hamilton Houston Enrichment Program Honor Society; Women Law Caucus

John Jay College of Criminal Justice New York, NY
***Bachelor of Science*, June 1994**

Major: Criminal Justice Administration and Planning
Minor: Criminology and Sociology

TRAINING/SEMINARS

- Cross-Examination training
- Jury Selection training
- Evidence seminar
- Juvenile Prosecution seminar
- Gerald T. Bennett Prosecutor/Public Defender Trial Training Program

PRO BONO SERVICE

- Lawyers for Children America (2004-2014)
- Guardian Ad Litem (2006-Present)
- Legal Services of Greater Miami (2008- 2014)

COMMITTEE/BOARDS

- New England Law| Boston Alumni Admissions Ambassador
- Former Board of Director, Legal Services of Greater Miami, Inc (LSGMI)
- Founding Member/Former Executive Director, Haitian American Leadership Organization (HALO)
- Former Member, Miami Dade County Domestic Violence Advisory Board
- Former Board of Director, National Bar Association Women Lawyer's Division
- Past President, Haitian Lawyers Association (HLA)
- Former Chair, Haitian Bicentennial Ad Hoc Steering Committee
- Former Host/Producer of "Info Legal" Television show

LANGUAGES

- Fluent in Haitian Creole
- Conversant in French

VICTOR H. DE YURRE
6303 BLUE LAGOON DRIVE, SUITE 400
MIAMI, FLORIDA 33126
(305)632-3682 PHONE
(786)615-2143 FAX
DEYURRE@AOL.COM

Victor H. De Yurre has been an attorney in Florida for 45 years. During the initial 10 years the practice consisted of litigation and general representation. The subsequent 35 years have encompassed more of a real estate, governmental and commercial practice.

Victor served as a City of Miami Commissioner and Vice Mayor from 1987-1995. As part of his service on the City Commission he also served as Chairman of the Miami Sports and Exhibition Authority. This Authority owned and operated the Miami Arena.

As a government representative Victor was instrumental in bringing to Miami the Florida Marlins, as well as, the Florida Panthers.

Furthering his belief in equal representation. He was a plaintiff in a law suits filed in the early 1990's against the Dade County Government and the Dade County School Board which forced these entities to change the form of government from an at large elective office to districts, ensuring that there would exist equal representation.

Aside from the law practice, Victor is presently a Traffic Court Hearing Officer in Miami-Dade County, the Special Master in the City of Sweetwater, as well as, the Special Magistrate in the City of Doral. Additionally, Victor serves as the General Counsel for the UniversityCity Transportation and Management Association of Sweetwater, Inc. (UTMA).

EDUCATION

Bachelor Business Administration (accounting) from the University of Miami, 1974 (B.B.A.)
Juris Doctor from Saint Mary's University School of Law, San Antonio, Texas, 1976 (J.D.)
Master of Laws in Taxation from the University of Miami School of Law, 1978 (LL.M.)

PROFESSIONAL (present or prior member)

American Bar Association
Cuban American Bar Association
American Trial Lawyers Association
Interamerican Bar Association
Florida Bar Association
Unites States Tax Court
United States District Court, Southern District Florida
Delta Theta Phi Law Fraternity
Mediator

CIVIC (present or prior member)

City of Miami Commissioner and Vice Mayor (1987-1995)
Member of the City of Miami Zoning Board.
Chairman of Dade County Personal Advisory Board.
Chairman of the Hispanic Advisory Committee to the Department of Highway Safety and Motor Vehicles of the State of Florida.
Member of the City of Miami's East Little Havana Task Force.
United Way Volunteer.
Charter Member and Treasurer of the Miami-Flagami Optimist Club.
Member of the Greater Miami Chamber of Commerce.
Vice-President of the Interamerican Chamber of Commerce of Greater Miami.
WRHC Radio talk show host, as a public service dealing with topics of interest to the community.

<u>SPECIAL MAGISTRATE PROFESSIONAL SERVICES CONTRACT</u>

THIS SPECIAL MAGISTRATE PROFESSIONAL SERVICES CONTRACT ("Professional Services Contract") is hereby made and entered into, in duplicate in Miami-Dade County, Florida this _________ day of ____________ 2022, by and between the City of Opa-Locka, Florida, hereinafter referred to as the "City", being party of the first part, and attorney, ______________ hereinafter referred to as "Attorney", party of the second part.

RECITALS

WHEREAS, the City is in need of a special magistrate for red light camera enforcement hearings and code enforcement magistrate services; and

WHEREAS, pursuant to Article XI, Division 10, Subdivision 2, Section 2-570.26 of the City of Opa-locka's Code of Ordinances, the City Commission of the City of Opa-locka is permitted to appoint up to three (3) Special Masters/Magistrates and one (1) alternate Special Master/Magistrate; and

WHEREAS, pursuant to the relevant ordinance, Special Magistrate Attorney was selected as part of the selection committee's pre-approved list and is a member of the Florida Bar in good standing; and

WHEREAS, Attorney agrees to familiarize himself/herself with all applicable City ordinances related to red light camera enforcement, code enforcement, and other applicable City codes; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed, promised, and covenanted as follows:

1.0 **ENGAGEMENT OF PROFESSIONAL SERVICES**. City does hereby agree to engage and retain Attorney as Special Magistrate, and ATTORNEY does hereby agree to accept such engagement by the City in the capacity of "Special Magistrate" in accordance with the terms, conditions and provisions of Florida Statutes, City of Opa-locka Code of Ordinances and all other applicable provisions of Florida Law.

2.0 **TERM OF ENGAGEMENT**. The term of engagement shall commence at the time of execution and shall remain in place for three (3) years, unless sooner this Agreement terminates in the matter provided for in paragraph 3.0.

3.0 **TERMINATION**. The Special Magistrate Professional Services Contract may be terminated by the CITY of the Attorney at any time on thirty (30) days written notice to the other party.

4.0 **SCOPE OF SERVICES**. City and Attorney mutually understand and agree that the scope of legal services to be provided by the Attorney shall be exclusively limited to red light camera and code enforcement issues. Attorney shall work with the City Attorney and Assistant City Attorneys for the City of Opa-locka, the City Manager or his/her designee(s) to carry out the requirements of this agreement. Attorney shall attend all code enforcement meetings in a timely manner and prepare reports and orders as necessary.

5.0 **PAYMENT FOR PROFESSIONAL SERVICES RENDERED**. Full payment and compensation for Attorney's professional services pursuant to this Professional Services Contract shall be billed at a rate of $200.00 per hour.

In the event of termination pursuant to 3.0 of this Professional Services Contract, Attorney shall be entitled to such compensation as shall have accrued on a pro rata basis to the date of said early termination.

Attorney shall submit a monthly billing statement to the City and such statement shall contain the date(s) of services and the hours.

6.0 **COST AND EXPENSES**. Costs and expenses are not reimbursable by the City.

7.0 **ATTORNEY INDEPENDENCE**. It is important that Attorney be independent and impartial in order to properly perform and provide the professional services to the City. Attorney shall not act as counsel in any lawsuit or other adversary proceeding in which the City is named as an adverse party or in which Attorney takes any adverse position to the City.

8.0 **CONFLICT OF INTEREST**. Attorney acknowledges that he/she is familiar with and will at all times comply with the provisions of Florida Statutes, Chapter 112 relating to the Code of Ethics and City Ordinances as they apply to the attorney.

9.0 **PUBLIC RECORDS**. Attorney and City mutually understand that the attorney-client and attorney work-product privileges may protect certain documents and information from voluntary disclosure. However, Attorney and City acknowledge and agree that such documents and information may be disclosed if required by Florida Statutes, Chapter 119 relating to Florida Public Records Acts, or other applicable Florida Law, with prior notice to the City, and appropriate redaction if required; and further that such documents shall be disclosed, with prior notice to the City, if compelled by court order.

10.0 **INDEPENDENT CONTRACTOR RELATIONSHIP**. Nothing contained in this Professional Services Contract, or any document executed in connection herewith, shall be construed to create an employer-employee relationship, partnership or joint venture relationship between the City and Attorney. Attorney is an independent contractor and not an employee of the City. The consideration set forth in the Professional Services Contract shall be the sole consideration due Attorney for the services rendered hereunder. It is understood that the City will not withhold any amounts for payment of taxes from the compensation of the Attorney hereunder.

Attorney will not represent itself to be or hold itself out as an employee of the City and Attorney hereby acknowledges that he or she shall not have the right or entitlement in or to any of the pension, retirement, or other benefit programs now or hereafter available to the City's regular employees. Ant and all sums subject to deduction, if any, required to be withheld and/or paid under any applicable state or federal laws shall be Attorney's sole responsibility and Attorney shall indemnify and hold harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

11.0 **INDEMNIFICATION**. Attorney shall at all hereafter agree to indemnify and hold harmless City, its officers (appointed or elected), agents, employees and servants against any and all claims, actions, petitions or disputes or losses of any nature whatsoever, whether in law, equity or administrative, including attorney's fees, cost, expenses, or judgements caused by or arising from or pertaining to Attorney's performance of the scope of services contemplated by this Professional Services Contract, including any and all claims, demands, or caused of actions or damages sustained by any person. The provision of this paragraph shall survive the termination of this Professional Service Contract.

12.0 **INSURANCE.** Attorney shall keep and maintain insurance necessary to comply with Section 11.0 of this Agreement.

13.0 **NOTICE.** Whenever either party is required to give notice to the other, such notice shall be delivered by United States mail, return receipt requested or by hand delivery addressed to the party for whom it is intended at the place specified by this paragraph. The place for giving notice shall remain the same as set forth in this Professional Services Contract, unless changes in writing and provided in the manner provided by this paragraph. The parties designate the following as the effective persons and place for providing notice to the other:

If to the City at:	City Manager, City of Opa-Locka 780 Fisherman Street Opa-Locka, Florida 33054
With a copy to:	Law Offices of Burnadette Norris-Weeks, P.A. City Attorney 401 North Avenue of the Arts Ft. Lauderdale, FL 33311

Attorney: ______________________

14.0 **MISCELLANEOUS.** This Professional Services Contract sets forth the entire agreement between the parties hereto. Any oral conversations or writing are merged herein and extinguished. No subsequent amendment to this Contract shall be binding upon the City or the Attorney unless reduced to writing and properly signed and executed by both parties.

This Professional Services Contract shall be governed by the laws of the State of Florida. The invalidity or enforceability of any provision of this Agreement shall not affect validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties have caused this independent Contract/Professional Services Contract to be executed this _______ day of __________ 2022.

____

CONTRACTOR/ SPECIAL MAGISTRATE

WITNESSES:

__________________________________ _____________________________________

STATE OF FLORIDA

COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me this ______ day of ______, 2022 by_________________________(name of person making statement).

My Commission Expires:

____

(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally known_____ OR Produced Identification _______

Type of Identification Produced____

IN THE WITNESS OF FOREGOING, the parties have set their hands and seal the day and year first written above.

CITY OF OPA LOCKA, FLORIDA

ATTEST:

____

_____________________________________ __________________________________

City Clerk Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____

City Attorney

Sponsored By: City Manager

RESOLUTION NO. 21-________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR THE PROVISION OF VACANT/ABANDONED/FORECLOSED PROPERTY MANAGEMENT SERVICES FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposals ("RFP") for Vacant/Abandoned/Foreclosed Property Management Services; and

WHEREAS, vacant and abandoned properties are linked to increased rates of crime and declining property values. Derelict houses, dormant structures, and other types of vacant and abandoned properties are among the most visible outward signs of a community's reversing fortunes; and

WHEREAS, vacant and abandoned properties have long plagued the City's growth, therefore an RFP is necessary to obtain competitive bidding to select a qualified firm to provide the essential services; and

WHEREAS, the firm selected will be responsible for providing a draft ordinance to address vacant, abandoned, unoccupied property registration; providing a draft ordinance to address Foreclosure registration upon filing of Lis Pendens or Public Notice of Default; ensuring that the owner (mortgagees) are notified of any code violations for their property; ensuring property maintained in accordance with City Code through contact with the property owner or the mortgagees; providing for the enforcement of the ordinance for all non-compliant property owners/mortgagees and provide collaborative data to assist the City with code enforcement; collecting fees associated with property registration as listed in the ordinance(s); provide contact information for the property owner /mortgagees, especially any non-compliant property owners/mortgagees; provide definitions concerning registration of abandoned, vacant, unoccupied, and foreclosed properties including all residential and non-residential properties occupied and unoccupied; provide updates to the City concerning vacancy, foreclosure, proof of sale, compliance with City Code, annual registration, assessment of late fees when applicable, renewal registration as well as monthly property inspections and providing the Civil Penalties in the Vacant Property Legislation; and

WHEREAS, the City Commission authorizes the City Manager to issue an RFP for Vacant/Abandoned/Foreclosed Property Management Services, attached hereto as "Exhibit A".

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka approves the issuance of a Request for Proposals (RFP), attached hereto as Exhibit "A", for Vacant/Abandoned/Foreclosed Property Management Services, within the City.

SECTION 3. SCRIVENER'S ERRORS

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

SECTION 4. EFFECTIVE DATE

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

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

____
Veronica J. Williams, Mayor

ATTEST:

____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____
Burnadette Norris-Weeks, P.A.

Moved by: ____________________

Seconded by: __________________

VOTE:

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

City of Opa-locka
Agenda Cover Memo

<table>
<tr><td>City Manager:</td><td colspan="3">Darvin Williams</td><td>CM Signature:</td><td colspan="4"></td></tr>
<tr><td rowspan="2">Commission Meeting Date:</td><td colspan="2" rowspan="2">07.13.2022</td><td rowspan="2">Item Type:
(Enter X in box)</td><td>Resolution</td><td colspan="2">Ordinance</td><td colspan="2">Other</td></tr>
<tr><td>X</td><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td rowspan="4">Fiscal Impact:
(Enter X in box)</td><td rowspan="2">Yes</td><td rowspan="2">No</td><td colspan="2" rowspan="2">Ordinance Reading:
(Enter X in box)</td><td colspan="2">1st Reading</td><td colspan="2">2nd Reading</td></tr>
<tr><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td rowspan="2">Est. $3,000</td><td rowspan="2"></td><td colspan="2" rowspan="2">Public Hearing:
(Enter X in box)</td><td>Yes</td><td>No</td><td>Yes</td><td>No</td></tr>
<tr><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td rowspan="2">Funding Source:

Account# :</td><td colspan="2" rowspan="2">(Enter Fund & Dept)
Ex:

See Financial Impact Section</td><td colspan="2" rowspan="2">Advertising Requirement:
(Enter X in box)</td><td colspan="2">Yes</td><td colspan="2">No</td></tr>
<tr><td colspan="2"></td><td colspan="2">X</td></tr>
<tr><td rowspan="2">Contract/P.O. Required:
(Enter X in box)</td><td>Yes</td><td>No</td><td colspan="2" rowspan="2">RFP/RFQ/Bid#:</td><td colspan="4" rowspan="2"></td></tr>
<tr><td>X</td><td></td></tr>
<tr><td rowspan="2">Strategic Plan Related
(Enter X in box)</td><td>Yes</td><td>No</td><td colspan="2" rowspan="2">Strategic Plan Priority Area:
Enhance Organizational ☐
Bus. & Economic Dev ☐
Public Safety ☐
Quality of Education ☐
Qual. of Life & City Image ■
Communication ☐</td><td colspan="4" rowspan="2">Strategic Plan Obj./Strategy:
(list the specific objective/strategy this item will address)</td></tr>
<tr><td>X</td><td></td></tr>
<tr><td>Sponsor Name</td><td colspan="2">City Manager</td><td colspan="2">Department:</td><td colspan="4">City Manager</td></tr>
</table>

Short Title:

A resolution authorizing the City Manager to issue an RFP for Vacant/Abandoned/Foreclosed Property Management Services.

Staff Summary:

The City of Opa-locka would like to issue an Request for Proposals (RFP) for Vacant/Abandoned/Foreclosed Property Management Services.

Vacant and abandoned properties are linked to increased rates of crime and declining property values. Derelict houses, dormant structures, and other types of vacant and abandoned properties are among the most visible outward signs of a community's reversing fortunes. Vacant and abandoned properties have long plagued the City's growth.

The City intends to implement a program to minimize the impact of unmaintained vacant and abandoned property and requires a contractor experienced in executing a program of this nature to ensure the necessary steps are taken to have all vacant and abandoned properties within the City continually maintained to acceptable standards.

Financial Impact

The RFP will be issued primarily electronically, but may require additional advertising, estimated to be $3,000. Any advertising expense incurred will be charged to Non-Department Other Advertising, 19-515491.

Proposed Action:

Staff recommends the approval of this request to issue the RFP to seek quotes for qualified firms.

Attachment:

Draft RFP

City of Opa-locka

RFP NO: 22-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

VACANT/ABANDONED/FORECLOSED PROPERTY MANAGEMENT

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Debarment, Suspension Certification..16

Drug-Free Certification..18

Non-Collusion Affidavit..19

Non-Discrimination Affidavit..20

E-Verify Form 21

CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-XXXXXXX

VACANT/ ABANDONED/ FORECLOSED PROPERTY MANAGEMENT

Sealed Proposals for Vacant/ Abandoned / Foreclosed Property Management 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, August 7, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

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

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

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 a contract to that proposer whose proposal best complies with the **RFP NO: 22-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Thursday, July 14, 2022 at 10:00 a.m.** at 780 Fisherman Street, Ste. 220, Opa-locka, FL 33054 and via zoom.

To participate via Zoom, please use the call-in information listed below:

https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2dOZnBTenB4Z2lHZz09
Meeting ID: 463 801 3145
Passcode: 780334
One tap mobile
+13126266799,,4638013145#,,,,*780334# US (Chicago)
+16465588656,,4638013145#,,,,*780334# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Find your local number: https://us02web.zoom.us/u/k1HRpbFTd

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA

RFP NO. 22-XXXXXXX

VACANT/ ABANDONED/ FORECLOSED PROPERTY MANAGAMENT

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide Vacant/ Abandoned / Foreclosed Property Management service.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Wednesday, August 7, 2022. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-XXXXXXX – Vacant/ Abandoned/ Foreclosed Management.** This package shall also include the Proposer's return address.

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

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

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

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

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

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

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

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

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

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

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

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

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

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

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

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

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

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

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

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

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

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

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

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

PART II

MINIMUM SPECIFICATIONS

SCOPE OF SERVICES

1.1 GENERAL REQUIREMENTS:

1.1.1 Provide draft ordinance to address vacant, abandoned, unoccupied property registration.

1.1.2 Provide draft ordinance to address Foreclosure registration upon filing of Lis Pendens or Public Notice of Default.

1.1.3 Applicant will ensure all vacant, unoccupied, abandoned, and foreclosed properties are annually registered.

1.1.4 Applicant will ensure that the owner (mortgagees) are notified of any code violations for their property.

1.1.5 The applicant will ensure property maintained in accordance with City Code through contact with the property owner or the mortgagees.

1.1.6 Applicant will provide for the enforcement of the Ordinance for all non-compliant property owners/mortgagees and provide collaborative data to assist the City with code enforcement.

1.1.7 Applicant will collect fees associated with property registration as listed in the ordinance(s)

1.1.8 Applicant will provide contact information for the property owner/mortgagees, especially any non-compliant property owners/mortgagees

1.1.9 Applicant will provide definitions concerning registration of abandoned, vacant, unoccupied, and foreclosed properties including all residential and non-residential properties occupied and unoccupied.

1.1.10 Applicant will provide update to the City concerning vacancy, foreclosure, proof of sale, compliance with City Code, annual registration, assessment of late fees when applicable, renewal registration as well as monthly property inspections.

1.1.11 Applicant will provide the Civil Penalties in the Vacant Property Legislation.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

- 3.2.3.1 Limit to one or two pages.
- 3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.
- 3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

- 3.2.4.1 Name of Business.
- 3.2.4.2 Mailing Address and Phone Number.
- 3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.
- 3.2.4.4 Normal business hours.
- 3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
- 3.2.4.6 Give the date business was organized and/or incorporated.
- 3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
- 3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
- 3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing foreclosure property management services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

VACANT/ABANDONED/FORECLOSED PROPERTY MANAGEMENT

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: ____

   Address: ____

   City, State, Zip: ________________ Phone/Fax: ________________

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _________ State in which Incorporated: _________

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: ______________

5. **Name and Title of Principal Officers** **Date Elected:**

   ______________________________ ________________________

   ______________________________ ________________________

   ______________________________ ________________________

   ______________________________ ________________________

6. The length of time in business: __________years

7. The length of time (continuous) in business as a service organization in Florida: __________________years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-XXXXXXX

PRICE PROPOSAL FORM

VACANT/ABANDONED/FORECLOSED PROPERTY MANAGEMENT

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

LUMP SUM PRICE: $_________________

SUBMITTED THIS _________ DAY OF ___________________________ 2022.

BID SUBMITTED BY:

____

Company

____

Name of Person Authorized to Submit Bid

____

Signature

____

Title

____

Telephone Number

____

Fax Number

____

Email Address

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph

(a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature ______________________________________

Printed Name ____________________________________

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by____ the
(Name)

__________________________ of ____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

____________________ ____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

______________________________________ being first duly sworn, deposes and says that:

(1) He/She/They is/are the ____ (Owner, Partner, Officer, Representative or Agent) of ____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

________________________________	By: ________________________________
Witness	Signature
________________________________	______________________________________
Witness	Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_______________________________________

Title:_____________________________________

Sworn and subscribed before this

_____day of___________________, 20____

____
Notary Public, State of Florida

____
(Printed Name)

My commission expires:_____________________

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: ______________________________

Authorized Signature: ______________________________

Print Name: ______________________________

Title: ______________________________

Date: ______________________________

Sponsored By: City Manager

RESOLUTION NO. 22-________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO THE DW130331 LOAN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, RELATING TO THE STATE REVOLVING FUND (SRF) LOAN PROGRAM FOR DRINKING WATER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") and the State of Florida Department of Environmental Protection entered into a Drinking Water Revolving Fund Loan Agreement, Number DW130331, authorizing a Loan amount of Two Million Six Hundred Ninety-Seven Thousand Nine Hundred Eighty-One Dollars ($2,697,981.00), excluding Capitalized Interest; and

WHEREAS, the payoff amount for the Loan Service Fee has been paid. The service fee established in the original agreement was Fifty-Three Thousand Nine Hundred Sixty Dollars ($53,960.00); Capitalized interest and Interest on the Loan Service Fee was Two Thousand Two Hundred Sixty Dollars and Seventeen Cents ($2,260.17) for a total of Fifty-Six Thousand Two Hundred Twenty Dollars and Seventeen Cents ($56,220.17) in loan service fee charges; and

WHEREAS, the total amount repaid by the City was Two Hundred Ninety-Six Thousand, One Hundred Two Dollars and Eighty Cents ($296,102.80), which consisted of Two Hundred Thirty-Six Thousand, Two Hundred Ninety-Five Dollars ($236,295.00) disbursed to the City, Three Thousand Five Hundred Eighty-Seven Dollars and Sixty-Three Cents ($3,587.63) of Capitalized Interest and Interest charges and Fifty-Six Thousand Two Hundred Twenty Dollars and Seventeen Cents ($56,220.17) of service fee charges; and

WHEREAS, this proposed amendment will serve as the concluding amendment establishing the final cost under the Drinking Water State Revolving Loan; and

WHEREAS, the City Commission finds it in the best interest of the City to accept the terms of the amendment to the DW130331 Loan Agreement, attached hereto as Exhibit "A".

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

<u>SECTION 1.</u> The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission hereby authorizes the City Manager to execute Amendment 1 to the DW130331 Loan Agreement with the Florida Department of Environmental Protection, relating to the State Revolving Fund (SRF) loan program for Drinking Water, attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS

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

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this ______ day of ___________________, 2022.

____
Veronica J. Williams, Mayor

ATTEST:

____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____
Burnadette Norris-Weeks, P.A.

Moved by: ___________________

Seconded by: _________________

VOTE:

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

City of Opa-Locka
Agenda Cover Memo

Department Director:	Gerri Lazarre, Finance Consultant Acting Finance Director		**Department Director Signature:**	6/9/22			
City Manager:	Darvin Williams, Interim City Manager		**CM Signature:**				
Commission Meeting Date:	*07/06/2022*		**Item Type:** *(Enter X in box)*	**Resolution** X	**Ordinance**		**Other**
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*	**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*	**Yes**	**No**	**Yes**	**No**
Funding Source: *Account#* **:** **Governmentwide = All Funds**	*(Enter Fund & Dept)* Ex: General, Proprietary and Special Revenue Funds = Gov't Wide		**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 X; Bus. & Economic Dev ☐; Public Safety ☐; Quality of Education ☐; Qual. of Life & City Image X; Communication ☐	**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
Sponsor Name	City Manager		**Department:** Finance	City Manager			

Short Title:

A final amendment establishing the final project cost under the Drinking Water State Revolving Fund Amendment #1 to Loan Agreement DW130331.

Staff Summary:

Attachment:

Amendment #1 – The proposed amendment to the original State Revolving Fund loan agreement for the Drinking Water Sate Revolving Loan Agreement Number DW130331, authorizing a loan amount of $2,697,981, excluding capitalized interest. This loan was for design-build construction services. This resolution is to approve the amendment and provide authorization for signing and final execution with the City and the State of Florida Department of Environmental Protection.

DRINKING WATER STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW130331
CITY OF OPA-LOCKA

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF OPA-LOCKA, FLORIDA, (Project Sponsor) existing as a local government entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW130331, authorizing a Loan amount of $2,697,981.00, excluding Capitalized Interest; and

The Project Sponsor has paid off the amount owed as of July 14, 2021; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. The Loan amount is hereby reduced by $2,461,686. The revised total amount awarded is $236,295.

2. The Loan Service Fee was paid in full in the payoff amount. The Service Fee established in the original Agreement was $53,960.00, Capitalized interest and Interest on the Loan Service Fee was $2,260.17 for a total of $56,220.17 in loan service fee charges.

3. The total amount repaid by the Project Sponsor was $296,102.80, which consisted of $236,295.00 disbursed to the Project Sponsor, $3,587.63 of Capitalized Interest and Interest charges and $56,220.17 of service fee charges.

4. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS984522-140	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$236,295	140129

5. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

6. Project Costs are revised as follows:

The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS ($)
Design-Build Construction	$236,295.00

7. The Loan is paid in full.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement DW130331 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF OPA-LOCKA

City Manager

Attest: Approved as to form and legal sufficiency:

City Clerk City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee Date

Sponsored by: City Manager

Resolution No. 14-8834

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTRAL FLORIDA EQUIPMENT RENTALS, INC., IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THIRTY THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS ($730,345.00), FOR REHABILITATION OF SEWER PUMP STATION 7, PLUS TEN THOUSAND DOLLARS ($10,000) FOR THE VIDEO (CCTV) FOR THE EXISTING GRAVITY SYSTEM REQUIRED FOR PIPE CONDITION ASSESSMENT, PAYABLE FROM ACCOUNT NUMBER 35-535630, A BUDGETED ITEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, to be in compliance with DERM regulations, Pump Station 7 must be rehabilitated with a submersible type pump station, in accordance with Miami-Dade County Standards; and

WHEREAS, rehabilitation of Pump Station 7 will eliminate potential health risk, sewer back-up, and will also increase station capacity to allow for future development within the service area; and

WHEREAS, a Request for Proposal (RFP) was issued for competitive proposals for rehabilitation of Pump Station 7; and

WHEREAS, the City received five (5) proposals by way of the online automated e-procurement website, DemandStar; and

WHEREAS, of the five proposals, the City Manager recommends Central Florida Equipment Rentals, Inc., as the most responsible and responsive bidder.

Resolution No. 14-8834

Approved as to form and legal sufficiency:

Joseph S. Geller
GREENSPOON MARDER, PA
City Attorney

Moved by:	COMMISSIONER SANTIAGO
Seconded by:	COMMISSIONER JOHNSON
Commission Vote:	3-2
Commissioner Holmes:	YES
Commissioner Johnson:	NO
Commissioner Santiago:	NO
Vice-Mayor Kelley:	YES
Mayor Taylor:	YES

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF OPA-LOCKA, FLORIDA

DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT DW130331

Florida Department of Environmental Protection
State Revolving Fund Program
Bob Martinez Center
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

Grant DW130331
CFDA# 66.468

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF OPA-LOCKA, FLORIDA

DRINKING WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

DW130331

Florida Department of Environmental Protection
State Revolving Fund Program
Bob Martinez Center
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

DW130331

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF OPA-LOCKA, FLORIDA, (Project Sponsor) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.8532, Florida Statutes, the Department is authorized to make loans to finance or refinance the design and construction of public water systems, the planning of which have been reviewed by the Department; and

WHEREAS, the Project Sponsor has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a Loan.

NOW, THEREFORE, in consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean the interest accruing on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or

Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(6) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(7) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(8) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(9) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(10) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(11) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(12) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior obligations issued pursuant to Section 7.02 of this Agreement.

(13) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the distribution project in accordance with the plans and specifications accepted by the Department for the following contracts:

(a) "Zone 1 & 2 Drinking Water Project".

(b) "Zone 6 Drinking Water System Project".

The Project is in agreement with the Potable Water Infrastructure Improvements, Planning Document Report accepted by the Department effective September 17, 2014. A Florida Categorical Exclusion Notification was published on July 31, 2014 and no adverse comments were received. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

(14) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(15) "Sewer System" shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(16) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Project Sponsor knows of no reason why any future required permits or approvals are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply

with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action as is necessary for compliance.

(8) The Project Sponsor shall maintain records using Generally Accepted Governmental Accounting Standards established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Project Sponsor's Authorized Representative or its chief financial officer shall submit, pursuant to the schedule established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; and (c) insurance in effect for the facilities generating the Pledged Revenues adequately covers the customary risks to the extent that such insurance is available.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Project Sponsor agrees to construct the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Project Sponsor covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public

purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS984522 -140	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$2,697,981	140129

(2) Audits.

(a) In the event that the Project Sponsor expends $750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Subsection 2.03(1) of this Agreement indicates that Federal funds are awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(c) If the Project Sponsor expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the $750,000 threshold has not been met. In the event that the Project Sponsor expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov/index?cck=1&au=&ck=.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at the following address:

Valerie Peacock, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 41
Tallahassee, Florida 32399-3123

(ii) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, **must be** submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

(iii) Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Project Sponsor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Project Sponsor shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Project Sponsor shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-552, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

(5) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

The Project Sponsor is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Project Sponsor shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor.

The Project Sponsor should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Water or Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for engineering and administrative allowances, and reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Project Sponsor shall satisfy the coverage requirements of all senior and parity debt obligations.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Water or Sewer System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Project Sponsor shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Water and Sewer Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water or Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water and Sewer Systems.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and 6.01(7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Failure of the Project Sponsor to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon any event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Loan interest rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon an event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, on equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged

Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent shall be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law from time to time may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A final amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Project Sponsor has not drawn any of the Loan proceeds within eighteen months after the effective date of this Agreement. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Project Sponsor.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. COMPLIANCE VERIFICATION.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or

subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

8.09. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in H. R. 3547, "Consolidated Appropriations Act, 2014" unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Assurance that the Project Sponsor and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the U.S. Department of Labor under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Section 8.09 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the Environmental Protection Agency (EPA) or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Water and Sewer Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Revenue Producing Facilities of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is $2,745,981, which consists of $2,697,981 to be disbursed to the Project Sponsor and $48,000 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the interest rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-552 of the Florida Administrative Code.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is $53,960 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of $2,697,981. An additional Loan Service Fee amount will be assessed for any additional funding provided by amendment to this Agreement. The fee shall be adjusted downward if adjustment of Project costs results in a Loan decrease, provided that the decrease amendment is executed before the first Semiannual Loan Payment due date.

Interest shall accrue on the Loan Service Fee at the rate, or rates, set for the Loan until the fee is paid. Loan Service Fee interest shall be compounded annually from the effective date of the Loan until six months before the first Semiannual Loan Payment is due at which time it is capitalized. The estimated Loan Service Fee capitalized interest is $1,940.

10.03. INTEREST RATE.

The rate of interest on the unpaid principal of the Loan amount specified in Section 10.01 is 1.21 percent per annum. However, if this Agreement is not executed by the Project Sponsor and returned to the Department before April 1, 2015, the interest rate may be adjusted. A new interest rate shall be established for any additional funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the Loan Service Fee and Loan Service Fee capitalized interest and the principle of level debt service. The Department will deduct the Loan Service Fee and all associated interest from the first two payments. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs and actual dates and amounts of disbursements, taking into consideration any previous payments.

Actual Project costs shall be established after the Department's inspection of the completed Project and associated records.

Each Semiannual Loan Payment shall be in the amount of $79,075 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, including Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee and Loan Service Fee capitalized interest. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on July 15, 2018 and semiannually thereafter on January 15 and July 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount to be repaid of $2,801,881, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Project Sponsor's Project audit or a Department audit. The Project Sponsor agrees to the following estimates of Project costs:

PROJECT COSTS

CATEGORY	ZONES 1-6 COST($)	AUTHORIZED LOAN AMOUNT(S) TO DATE
		Line items may vary
Design-Build Construction	6,900,000	*Based on actual*
Technical Services After Contract Award	200,000	*disbursements*
SUBTOTAL (Disbursable Amount)	7,100,000	2,697,981
Capitalized Interest	48,000	48,000
TOTAL (Loan Principal Amount)	7,148,000	2,745,981

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on September 24, 2014. Invoices submitted for work on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for January 15, 2018.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than January 15, 2018.

(4) A clear site title certification shall be submitted before any construction funds are disbursed.

(5) The initial annual certification required under Subsection 2.01(10) of this Agreement shall be due April 15, 2018. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(6) The first Semiannual Loan Payment in the amount of $79,075 shall be due July 15, 2018.

10.08. SPECIAL CONDITIONS.

No construction funds will be disbursed until the Department receives the appropriate permit(s) and site certification(s).

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW130331 shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Program Administrator and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Program Administrator.

for

CITY OF OPA-LOCKA

City Manager

Attest:

City Clerk

SEAL

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

City Attorney

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Program Administrator
State Revolving Fund

FEB 18 2015
Date

Sponsored by: City Manager

RESOLUTION NO. 14-8840

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE STATE REVOLVING LOAN CONSTRUCTION AGREEMENT, IN THE AMOUNT OF $19,662,523, FOR STORM WATER FACILITIES PROJECTS AS REQUIRED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-locka applied to the State Revolving Loan Storm Water Program provides loans to assist the City of Opa-locka infrastructure with its storm water facilities improvement; and

WHEREAS, the Florida Department of Environment Protections' has approved State Revolving Storm Water Construction Loan Agreement SW13032; and

WHEREAS, the loan will aid in improving the quality of Storm Water to residents, businesses, visitors and guests; and provide installations, upgrades, and replacements to the City's aging infrastructure systems; and

WHEREAS, the City Commission of the City Opa-locka, Florida, desires to authorize the City Manager to execute the State Revolving Loan Construction Agreement for the Storm Water Infrastructure systems.

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

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

Section 2. The City Commission of the City of Opa-locka hereby authorizes and directs the City Manager to execute the State Revolving Loan Construction Agreement

Federal Program Number: FS984522-140
CFDA Number: 66.468
CFDA Title: Capitalization Grants for Drinking Water State Revolving Fund
State Appropriation Category: 140129
Interest: 1.21%
Initial Funding Amount: $2,697,981
Amortized Amount: $2,801,881.00
Loan Term: 40 Semiannual Payments

DW130331 Paid off @ 7-15-2020

AIP

FY			Principal Paid	Interest	Total Payment	Balance			Principal Due in 1 Year	Interest Due in 1 Year	
		2/23/2015				2,801,881.00	-	9/30/2017	62,123.61	16,951.39	
2018	1	7/15/2018	62,123.61	16,951.39	79,075.00	2,739,757.39	9,303.76	9/30/2018	125,377.04	32,772.96	DW13033
2018	2	1/15/2019 +	62,499.46	16,575.54	79,075.00	2,677,257.93					DW13033
2019	3	7/15/2019 +	62,877.58	16,197.42	79,075.00	2,614,380.35	8,878.00	9/30/2019	126,898.69 ✓	31,251.31	DW13033
2019	4 46,581.67	1/15/2020	63,257.99	15,817.01	79,075.00	2,551,122.36					DW13033
2020	5 12,294.08	7/15/2020	63,640.70	15,434.30	79,075.00	2,487,481.66	8,447.07	9/30/2020	128,438.82	29,711.18	DW13033
2020	6	1/15/2021	64,025.73	15,049.27	79,075.00	2,423,455.93					DW13033
2021	7 58,609.80	7/15/2021	64,413.09	14,661.91	79,075.00	2,359,042.84	8,010.92	9/30/2021	129,997.63	28,152.37	DW13033
2021	8 FY 2020	1/15/2022	64,802.79	14,272.21	+ 79,075.00	2,294,240.05					DW13033
2022	9	7/15/2022	65,194.84	13,880.16	79,075.00	2,229,045.21	7,569.47	9/30/2022	131,575.36	26,574.64	DW13033
2022	10 Pymts	1/15/2023	65,589.27	13,485.73	79,075.00	2,163,455.94					DW13033
2023	11	7/15/2023	65,986.09	13,088.91	79,075.00	2,097,469.85	7,122.66	9/30/2023	133,172.23	24,977.77	DW13033
2023	12	1/15/2024	66,385.30	12,689.70	79,075.00	2,031,084.55					DW13033
2024	13	7/15/2024	66,786.93	12,288.07	79,075.00	1,964,297.62	6,670.43	9/30/2024	134,788.49	23,361.51	DW13033
2024	14	1/15/2025	67,190.99	11,884.01	79,075.00	1,897,106.63					DW13033
2025	15	7/15/2025	67,597.50	11,477.50	79,075.00	1,829,509.13	6,212.71	9/30/2025	136,424.36	21,725.64	DW13033
2025	16	1/15/2026	68,006.46	11,068.54	79,075.00	1,761,502.67					DW13033
2026	17	7/15/2026	68,417.90	10,657.10	79,075.00	1,693,084.77	5,749.43	9/30/2026	136,080.09	20,069.91	DW13033
2026	18	1/15/2027	68,831.83	10,243.17	79,075.00	1,624,252.94					DW13033
2027	19	7/15/2027	69,248.26	9,826.74	79,075.00	1,555,004.68	5,280.54	9/30/2027	139,755.92	18,394.08	DW13033
2027	20	1/15/2028	69,667.22	9,407.78	79,075.00	1,485,337.46					DW13033
2028	21	7/15/2028	70,088.70	8,986.30	79,075.00	1,415,248.76	4,805.95	9/30/2028	141,452.08	16,697.92	DW13033
2028	22	1/15/2029	70,512.74	8,562.26	79,075.00	1,344,736.02					DW13033
2029	23	7/15/2029	70,939.34	8,135.66	79,075.00	1,273,796.68	4,325.60	9/30/2029	143,168.83	14,981.17	DW13033
2029	24	1/15/2030	71,368.53	7,706.47	79,075.00	1,202,428.15					DW13033
2030	25	7/15/2030	71,800.30	7,274.70	79,075.00	1,130,627.85	3,839.42	9/30/2030	144,906.42	13,243.58	DW13033
2030	26	1/15/2031	72,234.70	6,840.30	79,075.00	1,058,393.15					DW13033
2031	27	7/15/2031	72,671.72	6,403.28	79,075.00	985,721.43	3,347.35	9/30/2031	146,665.08	11,484.92	DW13033
2031	28	1/15/2032	73,111.38	5,963.62	79,075.00	912,610.05					DW13033
2032	29	7/15/2032	73,553.70	5,521.30	79,075.00	839,056.35	2,849.30	9/30/2032	148,445.10	9,704.90	DW13033
2032	30	1/15/2033	73,998.70	5,076.30	79,075.00	765,057.65					DW13033
2033	31	7/15/2033	74,446.40	4,628.60	79,075.00	690,611.25	2,345.20	9/30/2033	150,246.72	7,903.28	DW13033
2033	32	1/15/2034	74,896.80	4,178.20	79,075.00	615,714.45					DW13033
2034	33	7/15/2034	75,349.92	3,725.08	79,075.00	540,364.53	1,834.99	9/30/2034	152,070.20	6,079.80	DW13033
2034	34	1/15/2035	75,805.79	3,269.21	79,075.00	464,558.74					DW13033
2035	35	7/15/2035	76,264.41	2,810.59	79,075.00	388,294.33	1,318.58	9/30/2035	153,915.82	4,234.18	DW13033
2035	36	1/15/2036	76,725.81	2,349.19	79,075.00	311,568.52					DW13033
2036	37	7/15/2036	77,190.01	1,884.99	79,075.00	234,378.51	795.91	9/30/2036	155,783.84	2,366.16	DW13033
2036	38	1/15/2037	77,657.01	1,417.99	79,075.00	156,721.50					DW13033
2037	39	7/15/2037	78,126.83	948.17	79,075.00	78,594.67	266.89	9/30/2037	78,594.67	475.50	DW13033
2037	40	1/15/2038	78,594.67	475.50	79,070.17	0.00					DW13033
									2,801,881.00	361,114.17	

Debt service:

	P		
2018	62,123.61	16,951.39	
2019	125,377.04	32,772.96	Princ Due in 1 Year @ FY19 = $125377
2020	126,898.69 Paid off FY20	31,251.31	
2021	128,438.82	29,711.18	
2022	129,997.63	28,152.37	
2023-2037	2,229,045.21	222,274.96	
Total	2,801,881.00		
	2,801,881.00		

City of Opa-locka
Agenda Cover Memo

<table>
<tr><td>Department Director:</td><td colspan="3">Gerri Lazarre, Finance Consultant
Acting Finance Director</td><td>Department Director Signature:</td><td colspan="4"></td></tr>
<tr><td>City Manager:</td><td colspan="3">Darvin Williams</td><td>CM Signature:</td><td colspan="4"></td></tr>
<tr><td rowspan="2">Commission Meeting Date:</td><td colspan="2" rowspan="2">07.13.2022</td><td rowspan="2">Item Type:
(Enter X in box)</td><td>Resolution</td><td colspan="2">Ordinance</td><td colspan="2">Other</td></tr>
<tr><td>X</td><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td rowspan="4">Fiscal Impact:
(Enter X in box)</td><td rowspan="2">Yes</td><td rowspan="2">No</td><td colspan="2" rowspan="2">Ordinance Reading:
(Enter X in box)</td><td colspan="2">1st Reading</td><td colspan="2">2nd Reading</td></tr>
<tr><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td rowspan="2">X</td><td rowspan="2"></td><td colspan="2" rowspan="2">Public Hearing:
(Enter X in box)</td><td>Yes</td><td>No</td><td>Yes</td><td>No</td></tr>
<tr><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td rowspan="2">Funding Source:

Account# :</td><td colspan="2" rowspan="2">(Enter Fund & Dept)
Ex:</td><td colspan="2" rowspan="2">Advertising Requirement:
(Enter X in box)</td><td colspan="2">Yes</td><td colspan="2">No</td></tr>
<tr><td colspan="2"></td><td colspan="2">x</td></tr>
<tr><td rowspan="2">Contract/P.O. Required:
(Enter X in box)</td><td>Yes</td><td>No</td><td colspan="2" rowspan="2">RFP/RFQ/Bid#:</td><td colspan="4" rowspan="2"></td></tr>
<tr><td>X</td><td></td></tr>
<tr><td rowspan="2">Strategic Plan Related
(Enter X in box)</td><td>Yes</td><td>No</td><td colspan="2" rowspan="2">Strategic Plan Priority Area:
Enhance Organizational ☐
Bus. & Economic Dev ☐
Public Safety ☐
Quality of Education ☐
Qual. of Life & City Image ■
Communication ☐</td><td colspan="4" rowspan="2">Strategic Plan Obj./Strategy:
(list the specific objective/strategy this item will address)</td></tr>
<tr><td>X</td><td></td></tr>
<tr><td>Sponsor Name</td><td colspan="2">City Manager</td><td colspan="2">Department:</td><td colspan="4">City Manager</td></tr>
</table>

Short Title:

Supplement to External Auditing Services Agreement dated December 21, 2021 related to Request for Proposal (RFP No. 21-1115200).

Staff Summary:

An RFP for External Auditing Services was approved on December 21, 2021 through RFP No. 21-1115200 awarding the contract to Marcum, LLP.

Additional service fees are being requested because additional supplemental work is modifying the time requirements related specifically to completing the September 30, 2020 audit. The additional fees being requested is in the amount of $10,390, to include additional time spent by the audit partner, audit manager, and Senior Auditor.

Staff believes this is required to complete the September 30, 2020 audit.

Financial Impact – Of the total amount, $6,234 (60%) will be charged to the General Fund, Finance Division, 17-513320, Accounting and Auditing Services, which has $16,777 available, and $4,156 (40%) will be charged to the Water-Sewer Fund, Utility Billing Customer Service Division 61-513320, Accounting and Auditing Services, which has $47,399 avaialble.

Proposed Action:

Staff recommends the City Commission approve payment of additional audit fees of $10,390 to Marcum, LLP in conjunction with the completion of the Fiscal Year 2020 audit.

Attachment:

Sponsored By: City Manager

RESOLUTION NO. 22-________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE AN ADDITIONAL PAYMENT OF TEN THOUSAND THREE HUNDRED NINETY DOLLARS ($10,390.00) TO MARCUM, LLP FOR ADDITIONAL SUPPLEMENTAL WORK RELATED TO COMPLETING THE SEPTEMBER 30, 2020 AUDIT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 22, 2021, the City Commission of the City of Opa-Locka, ("City") passed Resolution No. 21-9942 accepting the proposal from Marcum LLP in response to RFP No. 21-1115200 for Independent Auditing Services; and

WHEREAS, the City entered into an agreement with Marcum, LLP, to provide auditing services for FY 2020 and 2021 ("Agreement"), in the amount of Thirty Nine Thousand, Nine Hundred Ninety-Five Dollars ($39,995.00) per fiscal year; and

WHEREAS, Marcum, LLP has informed the City that the actual hours to complete the FY 2020 audit will exceed the estimated hours pursuant to the Agreement. Additional service fees in the amount of Ten Thousand, Three Hundred Ninety Dollars ($10,390.00) are being requested to include additional time spent by the audit partner, audit manager, and Senior Auditor for the additional supplemental work. The additional supplemental work will also modify the time requirements related specifically to completing the September 30, 2020 audit; and

WHEREAS, the Interim City Manager contends that the proposed supplemental work is required to complete the September 30, 2020 audit; and

WHEREAS, Marcum, LLP desires to complete the additional supplemental work necessary for completion of the FY 2020 audit with a flat fee of Ten Thousand, Three Hundred Ninety Dollars ($10,390.00).

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue payment to Marcum, LLP in the amount of Ten Thousand, Three Hundred Ninety

Dollars ($10,390.00) for additional supplemental work related in order to complete the city financial audit ending September 30, 2020.

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 of this Resolution may be authorized by the City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this _______ day of ____________________, 2022.

____
Veronica J. Williams, Mayor

ATTEST:

____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____
Burnadette Norris-Weeks, P.A.

Moved by: ____________________

Seconded by: __________________

VOTE:

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

MARCUM
ACCOUNTANTS ▲ ADVISORS

June 6, 2022

City of Opa-Locka
Attn: Darvin E. Williams, JD, MBA, MPH, Interim City Manager
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

Re: Supplement to External Auditing Services Agreement dated December 21st, 2021 related to Request for Proposals (RFP) 21-1115200

This letter serves as an supplement (all previous terms of the External Auditing Services Agreement dated December 21, 2021 are still in effect) of Marcum LLP's ("Marcum," the "Firm," "we," "us" or "our") understanding of the services we are to provide to the City of Opa-locka, Florida (the "Organization," , "City" "you" or "your") for the year ending September 30, 2020.

As noted in the External Auditing Services Agreement, if, during the contractual period, additional Services are needed, the Firm may, at the option of the City Manager, be engaged to perform these Services.

Supplement Objectives

As a result of AU-C 260, The Auditor's Communication With Those Charged With Governance. (AU-C 510.09), when the auditor determines that evidence indicates misstatements in the opening balances might materially affect the current period's financial statements, appropriate extended procedures are to be performed to determine their effect on the financial statements.

During the performance of the 2020 audit procedures, Marcum was made aware by the City's finance department of identified numerous material misstatements (approximating $9.5 million - Governmental Activities and $15.2 million Business-type Activities) related to the City's annual financial report for the fiscal year ended September 30, 2019. The majority of the misstatements identified are as a result of the Capital Asset Valuation Report dated April 23, 2021.

As a result of the above, Marcum will request management to inform the predecessor and arrange for the three parties to discuss the information above, communicate information to the predecessor that the predecessor needs to consider and perform extended audit procedures related to Capital Assets for the year ended September 30, 2020.

Additionally, this supplement modifies the "Time Requirements", specifically related to the September 30, 2020 audit period. It was noted in External Auditing Services Agreement, the City audit records were to be ready upon acceptance of the proposal and approval by the City Council. The External Auditing Services Agreement also stated "the audit report, in its final form and including the management letter, shall be completed no later than June 15, 2022". As a result of the above material misstatements and pending audit request submitted by Marcum to the City, the above timeline will not be met and changes to the timing of the engagement are required as per the City's request.

Fees

Marcum will be compensated in accordance with the schedule of fees established in the External Auditing Services Agreement.

Level	Discounted Hourly Rate	Hours	Fees
Partner	$ 320	8	$ 2,560
Manager	255	16	4,080
Senior	125	30	3,750
			$ 10,390

Agreement

If you agree with the terms of our engagement, as described in this letter, please sign the enclosed PDF letter and return to us.

We appreciate the opportunity to be of continued service to the City and believe this letter accurately summarizes the changes to the External Auditing Services Agreement referenced above. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

Moises D. Ariza, CPA, CGMA
Partner

MDA/ep

cc: Gerri Lazarre, CPA, Acting, Finance Director

ACCEPTED

This letter correctly sets forth the agreement of the City of Opa-locka, Florida.

Authorized Signature:______________________________

Title:____

Date Signed:_______________________________________

Sponsored by: City Manager

RESOLUTION NO. 21-9942

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM MARCUM LLP IN RESPONSE TO RFP NO. 21-1115200 FOR INDEPENDENT AUDITING SERVICES; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Request for Proposal (RFP) #21-1115200 was published on October 10, 2021 for Independent Auditing Services. Three (3) proposals, attached hereto as Composite Exhibit "A", were received via DemandStar by the City Manager's Office and forwarded to the City Clerk on November 15, 2021; and

WHEREAS, the RFP evaluation committee met on November 17, 2021 to review the bid proposals. Marcum LLP received the highest-ranking score among the evaluation committee ratings; and

WHEREAS, the City of Opa-Locka Audit Committee convened a meeting on November 18, 2021, where they reviewed the three (3) proposals that were received pursuant to RFP # 21-1115200 and subsequently recommended that the City Commission select the proposal submitted by Marcum LLP; and

WHEREAS, the City Commission finds it is the best interest of the City to accept the proposal of Marcum LLP and enter into an agreement for independent auditing services.

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

<u>Section 1.</u> **ADOPTION OF REPRESENTATIONS**: The foregoing whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

<u>Section 2.</u> **AUTHORIZATION**: The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal from Marcum LLP in response to RFP No. 21-1115200 for independent auditing services; further authorizes the City Manager to enter into and execute an agreement with Marcum LLP in the contract attached hereto as Exhibit "A."

External Auditing Services Agreement

THIS AGREEMENT is entered into this 21 st day of December 2021 between the City of Opa-Locka ("City") and Marcum LLP (hereinafter "Firm")

WHEREAS, the City seeks to retain the services of Firm as an independent contractor to provide external auditing services; and

WHEREAS, The City is charged with the responsibility of controlling the disbursement and collecting public funds; and

WHEREAS, the City put forth its Request for Proposals (RFP) 21-1115200 (Exhibit "A" this Agreement) for External Audit Services; and

WHEREAS, on November 18, 2021, the Audit Committee of the City ranked Marcum LLP as the top candidate to provide External Auditing Services to the City; and

WHEREAS, Marcum LLP performs auditing services for many governmental entities, including other cities and is capable of providing high level review services for the City at areasonable cost; and

WHEREAS, Marcum LLP desires to be associated with the City by performing solicitedservices as requested in RFP 21-1115200.

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

1. This Agreement shall be effective as of December 21, 2021 and shall terminate no later than September 30, 2025 (the "Term").

2. The City retains Marcum LLP as an independent contractor to perform External Auditing Services (hereinafter "Services").

3. Firm shall perform required services in an amount not to exceed the Costs of Services set forth in Firm's Response to RFP 21-1115200 for Independent Auditing Service (Exhibit "B" to this Agreement). Said fee shall be the entire compensation for any and all services rendered by Firm hereunder, except that Firm may be reimbursed for reasonable and minimal expenses incurred if City approves such expenses in writing in advance of their occurrence or if additional services are requested from Marcum, as stipulated in Exhibit A.

4. Firm agrees to conduct an evaluation of internal controls, including accounting systems and specific control procedures and assess the extent to which the controls can be relied uponto ensure accurate information and compliance with the applicable laws and regulations. Professional responsibilities of the firm and City management are stipulated in Exhibit C "Marcum Engagement Letter".

5. As required by auditing standards generally accepted in the United States (GAAS), the Firm agrees to perform the requested services consistent with the objectives set forth in the Exhibit "A", which is the Request for Proposals (RFP) for Independent External Auditing Services and Exhibit "B" which is Firm's response and further agrees that the exhibits are incorporated and otherwise considered a part of this Agreement.

6. Firm agrees to furnish to the City with written progress reports at such times and with such frequency as the City may reasonably request and as specified in the applicable RFP.

7. Firm agrees to use best efforts, attention, knowledge and skill in carrying out Services.

8. Firm acknowledges the importance of timely 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.

9. The City shall not have any obligation hereunder to provide the firm or its dependents with medical, health, pension or any other employee benefits.

10. Firm acknowledges and agrees that it shall be solely and exclusively its obligation and responsibility to report to the appropriate governmental agencies and other authorities all compensation received by Firm hereunder and to report and pay all taxes or impositions thereon. Firm 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 any other entity or person in connection with the payment or recovery of such sums.

11. The City expressly reserves the right, at any time or for any reason whatsoever, to retain any other firm to perform services that are similar or identical to the Services being performed by Firm.

12. Firm acknowledges that, in the course of performing the Services, it may originate, develop, receive or otherwise become aware of knowledge and confidential information concerning the City and such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to Firm or of which Firm may otherwise become aware are and shall be and remain the confidential information of the City ("Confidential Information"). The Firm shall 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. Firm 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 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"). This paragraph shall not apply to appropriately secured public records as defined by Chapter 119, Florida Statutes.

13. Firm 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, upon written request, to return all Confidential Information and Proprietary Information to the City whether written, printed, machine readable or in any other form whatsoever.

14. All Firm services provided by Firm are deemed Services done for hire. The City shall be deemed to be the absolute and unqualified owner of and Firm hereby assigns to the City all rights, title and interests in and to any and all work product furnished to the City including, but not limited to, any developments, additions, or enhancements to the City's Proprietary Information provided by Firm while engaged by the City.

15. The City shall not be under any obligation to use Firm's name or give Firm credit of any kind for any of the Services performed or work product prepared or furnished by Firm, nor may Firm use the City's name or trademark in any manner, expressly or implied, which might tend to convey the impression that Firm's services indicate an endorsement by the City of Firm's services, without the prior written consent of the City.

16. It is understood and agreed that Firm's relationship with the City is not to exercise supervision of Firm in the performance of the Services nor shall the City require Firm's compliance with detailed orders or instructions, it being intended that Firm shall serve as an independent contractor to the City with the time, manner and place of performance of the obligations required by this Agreement, in the sole discretion and judgment as an independent Firm.

17. All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years after the completion date of the audit, unless the firm is notified in writing by the City of the need to extend the retention period. In accordance with Florida Statutes and federal and state law, the auditor will be required to make their working papers available, upon request, to the following parties or their designees: City of Opa-Locka; and any federal and state governmental entities; U.S. General Accounting Office (GAO); parties designated by the federal or state governments or by the City of Opa-Locka as part of an audit quality review process; Auditors of entities of which the City of Opa-Locka isa sub-recipient of grant funds. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

18. Firm 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 Firm has any right to so bind the City or to use the City's name in any connection of or for any purpose whatsoever.

19. Firm shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the City Administrator. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City Manager's Office prior to the commencement of the work. These Certificates shall contain a provision that coverages 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. Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced in writing by the

CITY. Insurance shall be obtained for the amounts consistent with RFP 21-1115200

20. The CONTRACTOR 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 an additional insured under their policy. The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

21. The firm agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned services to be provided by CONTRACTOR. The Firm further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters. Firm further 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 Firm's negligent acts, errors, or omissions.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this paragraph, provide for indemnification by the Firm and that specific consideration may be necessary. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Firm. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. This Agreement is personal in nature to Firm and the rights and obligations of Firm may not and shall not be assigned, subcontracted, delegated or otherwise transferred by Firm by operation of law or otherwise.

22. 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.

23. 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. Venue shall be in Miami-Dade County. The parties further agree to abide by all applicable Federal and State law and applicable City policies.

24. If the auditor fails to properly perform the conditions of the contract, in the sole opinion of the City, the City will communicate to the auditor in writing the problem(s) that exist. The auditor will have up to fifteen (15) calendar days to rectify the problem(s). If the same or other problems persist or recur the City may immediately cancel the contract by advising the firm in writing.

25. If the proposer fails to perform the conditions of the agreement as specified and as interpreted by the City Manager, the City Manager shall provide written notice of such

violation. The City reserves the right to terminate the agreement for convenience without cause, with five (5) working days' written notice and as otherwise provided by RFP 21-1115200. Termination and cancellation of any agreement will not relieve the proposer for work which was to be completed prior to the termination or cancellation of the agreement. The City Commission shall have the right to terminate the agreement in the event the Proposer files any petition or proceeding for bankruptcy relief or is adjudicated to be bankrupt or insolvent or fails to pay just debts as they ordinarily become due. This agreement may notbe terminated by the proposer unless otherwise provided in the contract.

26. 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.

27. 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 construedas 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.

28. Firm agrees to maintain independence as a Certified Public Accounting firm, and duly license under Florida Statutes Chapter 473 to practice in the State of Florida during the term of this Agreement.

29. 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. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the parties under this Agreement and Exhibit "C", the terms of this Agreement shall control and supersede any such inconsistency, conflict or ambiguity.

City of Opa-Locka ("City")

Veronica Williams, Mayor

John Pate, City ~~Administrator~~ MANAGER

Burnadette Norris-Weeks, PA,
City Attorney, As to Form

Moises D. Ariza, CPA, Partner,
Marcum LLP

11-1986323
Tax ID number, Marcum LLP

12-21-2021
Dated

Exhibit C – Marcum Engagement Letter

The City of Opa-locka has requested an audit of its financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Opa-locka, Florida (the "City"), as of September 30, 2020 and 2021, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements.

In addition, if applicable, we will audit the entity's compliance over major federal and state award programs for the year ended September 30, 2020 and 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs.

Accounting Standards generally accepted in the United States of America require that certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of the City's Proportionate Share of the Net Pension Liability and Contributions – FRS and HIS
4. Schedule of Changes in the City's Total OPEB Liability and Related Ratios

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Fund Financial Statements and Schedules

Schedule of Expenditures of Federal Awards and State Financial Assistance

We will subject the schedule of expenditures of federal awards and state financial assistance to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards and state financial assistance is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- Introductory Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards and state financial assistance, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

- We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *Audits of States, Local Governments and Non-Profit Organizations* and Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General. Those standards, the Uniform Guidance and the Florida Single Audit Act and Chapter 10.550

Rules of the Auditor General require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, the Single Audit Act Amendments of 1996, the provisions of OMB Uniform Guidance and Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods or any losses that might be incurred during any later periods for which we are not engaged as auditors.

Audit of Major Program Compliance

Our audit of the City's major federal and state award programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance and Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General, and will include tests of accounting records, a determination of major programs and projects in accordance with the Uniform Guidance, the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal programs and state projects and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs/projects. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs/projects in our report on compliance issued pursuant to the Uniform Guidance and Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General.

Also, as required by the Uniform Guidance and Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. Preparation and drafting of the City's financial statements, inclusive of footnotes and related schedules.
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal programs and state projects under which they were received, including federal and state awards and funding increments received in accordance with the Uniform Guidance and Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General;
5. For maintaining records that adequately identify the source and application of funds for federally funded activities;
6. For preparing the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance and Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General;
7. For the design, implementation, and maintenance of internal control over federal and state awards;
8. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal entity is managing federal and state awards in compliance with federal statutes, regulations, and the terms and conditions of the federal and state awards;
9. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal and state award programs;
10. For disclosing accurately, currently, and completely the financial results of each federal and state award in accordance with the requirements of the award;
11. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;

12. For taking prompt action when instances of noncompliance are identified;
13. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
14. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
15. For submitting the reporting package and data collection form to the appropriate parties;
16. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
17. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
18. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards and state financial assistance referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards and state financial assistance, (c) to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains the schedule of expenditures of federal awards and state financial assistance and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards and state financial assistance with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date of issuance by you of the schedule and our report thereon.

At the conclusion of our audit, we will request certain written representations from you that, among other things, will confirm management's responsibility for the preparation of the financial statements in accordance with GAAP, attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our work, the completeness and availability of all minutes of the Board and committee meetings, and, to the best of your knowledge and belief, the absence of irregularities involving management or those employees who have significant roles in the City's internal control structure. Management is also responsible for adjusting the financial statements to correct misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the audited financial statements are immaterial, both individually and in the aggregate, to the financial statements as a whole. Any assistance provided by us in preparing the financial statements, adjusting entries or disclosures does not decrease management's responsibility to assure that the result is not misleading. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing any such services. The management representation letter must be signed and returned to us before we will release our auditors' report.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. GAAS does not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as the City's auditors.

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

If you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the City's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to Marcum before such document or information is published, printed or distributed. You also agree to provide us with the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document.

With regard to the electronic dissemination of the City's financial statements, including financial statements published electronically on the City's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document. However, you agree that you will notify Marcum and obtain our approval prior to including any of our reports on any electronic site.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You acknowledge that the City's confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information. During the course of the engagement, we may communicate with you or your personnel via e-mail, and you understand that communication in those mediums involves a risk of misdirected or intercepted communications.

Background Checks

As a matter of our Firm policy, we may perform background checks, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

Predecessor Auditor

Before formally accepting this engagement, we are required by auditing standards generally accepted in the United States of America to make certain communications with your predecessor auditor. Soon after our appointment as your new auditors, we will request your permission to contact your predecessor auditor, and they will require your authorization to respond fully to our inquiries and to provide us with copies of certain working papers held by the predecessor auditor. Our continued acceptance of this engagement is subject to the results of such communication. We will notify you immediately if we become aware of anything from your predecessor auditor that results in our not being able to continue this engagement and requiring us to resign from this engagement.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the audit, including within the one-year period prior to the commencement of the year-end audit, and through the date of issuance of our audit report. Pursuant to professional standards, should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Confidentiality/Access to Working Papers

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third party in connection with a legal or administrative proceeding (including a grand jury investigation) to which we are not a party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Third-Party Service Providers

Marcum may use its affiliates, subsidiaries, Marcum related parties and/or third parties, (e.g. Confirmation.com and Bloomberg Professional Services) including contractors, subcontractors and cloud-based service providers, in each case within or outside of the United States (each, a "Subcontractor") in connection with the provision of services and/or for internal, administrative and/or regulatory compliance purposes. You agree that Marcum may provide confidential and other information Marcum receives in connection with this agreement to Subcontractors for such purposes. Marcum maintains internal policies, procedures and safeguards to protect the confidentiality of your information and Marcum will remain responsible to you for the protection of such information and services performed by such Subcontractors as provided herein.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE ORGANIZATION IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:

This Firm and the City each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

This Firm and the City each expressly agree and acknowledge that the Circuit Court of the 11th Judicial Circuit, in and for Miami-Dade County, Florida, and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of this engagement letter.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of this Firm and/or the City and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

LIMITATION OF LIABILITY

You agree that our liability arising from or relating to our services shall not exceed the total amount paid by you for the services described herein. This shall be your exclusive remedy.

No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.

Non-Attest/Non-Audit Services

If we perform non-attest services (considered additional services), we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee any non-attest services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We are prohibited by professional standards from preparing source documents and authorizing or approving transactions. Accordingly, management must determine and approve all transactions including appropriate account classifications. As part of our engagement, we may propose standard, adjusting or correcting journal entries to the financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

The services cannot be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in the City's internal control as part of a non-attest/non-audit service engagement.

Other Services

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting the City. Whenever you feel such meetings are desirable, please let us know; we are prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend the meetings of the City's Commission.

Additionally, if desired by the City, Marcum can assist with the community redevelopment agency (CRA) stand-alone audit as a separate engagement. A separate CRA engagement letter describing the scope, fees, and limitations of such services will be provided. Chapter 2019-163, Laws of Florida, amended Section 163.387(8), Florida Statutes, to require that each community redevelopment agency (CRA) meeting the specified $100,000 threshold provide for a separate audit and that the resultant audit report accompany the county or municipality annual financial report filed with the Department of Financial Services (see Sections 163.387(8)(c) and 218.32(3)(b), Florida Statutes). In addition, Chapter 2021-116, Laws of Florida, amended Section 218.39(1)(h), Florida Statutes, to require the separate audit to be filed with the Auditor General.

Timeline

Marcum's engagement ends on the earlier of termination (including without limitation, our resignation or declining to issue a report or other work product) or Marcum's delivery of its report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Fees

We understand and agree that the contract price is the lump sum of $39,995 per fiscal year to furnish the work complete. Our price will not be adjusted unless the City changes the scope of the requested service after the contract date. Our invoices for these fees will be rendered as the work progresses and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on the City of any delay that results from such non-payment by you.

To the extent that certain circumstances arise during the engagement, (e.g. changes to the timing of the engagement at your request, changes in the responsibility and availability of the City's accounting personnel, City management not completing required management tasks as stipulated by the RFP and this engagement letter, and changes in auditing requirements set by regulators) our fee may be significantly affected and additional fees may be necessary. **Additional fees and services provided beyond the described scope of services will be discussed with you before providing those services.** Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. Prior to the commencement of the services described above, any past due balances are required to be paid in full. The parties shall abide by the Local Government Prompt Payment Act, FL SS. 218.70218.80.

Public Records

Marcum shall comply with The Florida Public Records Act as follows:

> **IF MARCUM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MARCUM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**
>
> **Custodian of Public Records:Joanna Flores, CITY CLERK**
> **Mailing address: 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054**
> **Telephone number: 305-668-4611**
> **Email:** jflores@opalockafl.gov

Agreement

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the City.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by e-mail.

If our Client Acceptance Committee decides not to accept this engagement for any reason, then we will inform you immediately in writing.

Moises D. Ariza, CPA, CGMA is the Engagement Partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We appreciate the opportunity to be of service to the City of Opa-locka, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

Moises D. Ariza, CPA, CGMA
Partner

ACCEPTED

This letter correctly sets forth the agreement of City of Opa-locka, Florida.

Officer's signature: ____________

Title: CITY MANAGER

Date signed: 12/21/2001

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO INCREASE THE COMPENSATION FOR THE MAYOR AND COMMISSION MEMBERS FROM FIVE HUNDRED AND FIFTY DOLLARS PER MONTH TO ONE THOUSAND DOLLARS PER MONTH; PROVIDING FOR LIFE INSURANCE AND MEDICAL INSURANCE; PROVIDING FOR AN EFFECTIVE DATE 30 DAYS FOLLOWING THE CONCLUSION OF STATE FINANCIAL OVERSIGHT; STATING THE REFERENDUM QUESTION; STATING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; STATING THE DATE ON WHICH THE REFERENDUM WILL BE HELD; PROVIDING AN EFFECTIVE DATE FOR THE CHARTER AMENDMENT, IF APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, during a City Commission meeting held on July 27, 2022, the City Commission of the City of Opa-Locka, Florida approved a recommendation of the City's Charter Review Board for a referendum question to go before qualified voters of the City of Opa-Locka for the Mayor and City Commission members to receive an increase in compensation from Five Hundred and Fifty Dollars ($550.00) per month to One Thousand Dollars ($1,000.00) per month; to further provide for life insurance and medical insurance for the Mayor and City Commission members; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida further accepts the recommendation of the Charter Review Board that if approved by the qualified voters, that changes to the Charter, as set forth herein, will only become effective thirty (30) days following the conclusion of state financial oversight and only if the City of Opa-Locka is not under state financial oversight; and

WHEREAS, the City Commission desires that compensation for the City's elected officials be increased in order to be more in standing with the amount of work provided to the City; and

WHEREAS, the City Commission finds that the proposed amendment to the Charter is worthy of being placed on the ballot at the next City election for approval, or not, by the electorate of the City.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Submission of Proposed Charter Language.

Attached hereto and incorporated herein as Exhibit "A", is a proposed amended section of the charter of the City of Opa-Locka. The amended charter is done in strike through/underscore format. All language shown as being struck through is language of the existing City of Opa-Locka charter which will be deleted from the current charter if the amendment is approved. All language shown as underscored in the proposed charter is language which will be added to the charter if the amendment is approved.

Section 3. Approval of the Ballot Statement.

The following statement is hereby approved as the explanatory statement to be placed upon the ballot:

Shall the City of Opa-Locka charter be amended, by increasing compensation for the Mayor and City Commission members, provide for life insurance and medical insurance?

Section 4. Ballot Title.

The following is hereby approved as the ballot title as required by Section 101.161, Florida Statutes:

Amending compensation for Mayor and City Commissions, providing for life insurance and medical insurance.

Section 5. Ballot Summary.

Shall the City of Opa-Locka's Charter be amended to increase compensation for the mayor and commissioners from $550.00 per month to $1,000.00 per month? Further, shall the Charter be amended to provide for life insurance and medical insurance for the mayor and commissioners with all provisions, if approved, to become effective thirty (30) following the conclusion of any state financial oversight?

__________ YES, for the Amendment

__________ NO, against the Amendment

<u>Section 6.</u> <u>Approval of Amendments</u>.

If a majority of the qualified electors of the City of Opa-Locka voting on the referendum question vote for approval of the proposed, then the approved amendments shall go into effect thirty (30) days after the City is no longer under state financial oversight.

<u>Section 7.</u>

This resolution shall take effect immediately upon adoption, except that the proposed amendment to the City Charter shall become effective as provided herein following referendum. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Attorney or designee, without need of public hearing by filing a corrected copy of the same with the City Clerk.

<u>Section 8.</u> <u>Submission to Qualified Electors.</u>

The proposed amendment to the Charter of the City of Opa-Locka (hereafter City Charter) set forth herein shall be submitted to the vote of the qualified electors of the City for approval at a referendum to be held on November 8, 2022.

<u>Section 9.</u> <u>Coordination.</u>

The City Clerk is hereby authorized to coordinate with the office of the Supervisor of Elections in order to do those things necessary to have this proposal placed on the ballot for the City of Opa-Locka election scheduled on November 8, 2022.

Section 10. Proposed Amendments.

The proposed amendments to the City Charter is set forth in Exhibit A, attached hereto and by this reference made a part hereof. (Proposed new text is shown in underline and proposed deleted text shown in strike through.)

Section 11. Severability.

If any provision of this or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 12. Effective Date.

This Resolution shall take effect immediately upon final passage and adoption.

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

____
Veronica Williams, Mayor

ATTEST:

____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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

Moved by: ______________________________

Seconded by:____________________________

VOTE:

Commissioner Dominguez	(Yes)__________	(No) __________
Commissioner Bass	(Yes)__________	(No) __________
Commissioner Davis	(Yes)__________	(No) __________
Commissioner Taylor	(Yes) __________	(No) __________
Mayor Williams	(Yes) __________	(No) __________

EXHIBIT "A"

Section 2.3. - Mayor and commission compensation.

Compensation for the mayor and commissioners shall be set at One Thousand Dollars ~~five hundred fifty dollars ($550.00)~~ per month. Further, life insurance and Medical insurance shall be provided for the mayor and each city commissioner.

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO INCREASE THE COMPENSATION FOR THE MAYOR AND COMMISSION MEMBERS FROM FIVE HUNDRED AND FIFTY DOLLARS PER MONTH TO ONE THOUSAND DOLLARS PER MONTH; PROVIDING FOR LIFE INSURNACE, MEDICAL INSURANCE AND A THREE HUNDRED DOLLAR MONTHLY VEHICLE STIPEND; PROVIDING FOR AN EFFECTIVE DATE 30 DAYS FOLLOWING THE CONCLUSION OF STATE FINANCIAL OVERSIGHT; STATING THE REFERENDUM QUESTION; STATING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; STATING THE DATE ON WHICH THE REFERENDUM WILL BE HELD; PROVIDING AN EFFECTIVE DATE FOR THE CHARTER AMENDMENT, IF APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, during a City Commission meeting held on July 27, 2022, the City Commission of the City of Opa-Locka, Florida approved a recommendation of the City's Charter Review Board for a referendum question to go before qualified voters of the City of Opa-Locka for the Mayor and City Commission members to receive an increase in compensation from Five Hundred and Fifty Dollars ($550.00) per month to One Thousand Dollars ($1,000.00) per month; to further provide for life insurance, medical insurance and a Three Hundred Dollar ($300.00) monthly vehicle stipend for the Mayor and City Commission members; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida further accepts the recommendation of the Charter Review Board that if approved by the qualified voters, that changes to the Charter, as set forth herein, will only become effective thirty (30) days following the conclusion of state financial oversight and only if the City of Opa-Locka is not under state financial oversight; and

WHEREAS, the City Commission desires that compensation for the City's elected officials be increased in order to be more in standing with the amount of work provided to the City; and

WHEREAS, the City Commission finds that the proposed amendment to the Charter is worthy of being placed on the ballot at the next City election for approval, or not, by the electorate of the City.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Submission of Proposed Charter Language.

Attached hereto and incorporated herein as Exhibit "A", is a proposed amended section of the charter of the City of Opa-Locka. The amended charter is done in strike through/underscore format. All language shown as being struck through is language of the existing City of Opa-Locka charter which will be deleted from the current charter if the amendment is approved. All language shown as underscored in the proposed charter is language which will be added to the charter if the amendment is approved.

Section 3. Approval of the Ballot Statement.

The following statement is hereby approved as the explanatory statement to be placed upon the ballot as required by Section 101.161, Florida Statutes:

Shall the City of Opa-Locka charter be amended, by increasing compensation for the Mayor and City Commission members, provide for life and medical insurance and a monthly vehicle stipend?

Section 4. Ballot Title.

The following is hereby approved as the ballot title as required by Section 101.161, Florida Statutes:

Amending compensation to provide for life insurance, medical insurance and monthly vehicle stipend.

Section 5. Ballot Summary.

Shall the City of Opa-Locka's Charter be amended to increase compensation for the mayor and commissioners from $550.00 per month to $1,000.00 per month? Further, shall the Charter be amended to provide for life insurance and medical insurance for the mayor and commissioners, and provide for a $300.00 monthly vehicle stipend for the mayor and commissioners with all provisions, if approved, to become effective thirty (30) days following the conclusion of any state financial oversight?

__________ YES, for the Amendment

__________ NO, against the Amendment

Section 6. Approval of Amendments.

If a majority of the qualified electors of the City of Opa-Locka voting on the referendum question vote for approval of the proposed, then the approved amendments shall go into effect thirty (30) days after the City is no longer under state financial oversight.

Section 7.

This resolution shall take effect immediately upon adoption, except that the proposed amendment to the City Charter shall become effective as provided herein following referendum. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Attorney or designee, without need of public hearing by filing a corrected copy of the same with the City Clerk.

Section 8. Submission to Qualified Electors.

The proposed amendment to the Charter of the City of Opa-Locka (hereafter City Charter) set forth herein shall be submitted to the vote of the qualified electors of the City for approval at a referendum to be held on November 8, 2022.

Section 9. Coordination.

The City Clerk is hereby authorized to coordinate with the office of the Supervisor of Elections in order to do those things necessary to have this proposal placed on the ballot for the City of Opa-Locka election scheduled on November 8, 2022.

Section 10. Proposed Amendments.

The proposed amendments to the City Charter is set forth in Exhibit A, attached hereto and by this reference made a part hereof. (Proposed new text is shown in underline and proposed deleted text shown in strike through).

Section 11. Severability.

If any provision of this or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 13. Effective Date.

This Resolution shall take effect immediately upon final passage and adoption.

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

____
Veronica Williams, Mayor

ATTEST:

____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Moved by: ______________________________

Seconded by:____________________________

VOTE:

Commissioner Dominguez	(Yes)__________	(No) __________
Commissioner Bass	(Yes)__________	(No) __________
Commissioner Davis	(Yes)__________	(No) __________
Commissioner Taylor	(Yes) __________	(No) __________
Mayor Williams	(Yes) __________	(No) __________

EXHIBIT "A"

Section 2.3. - Mayor and commission compensation.

Compensation for the mayor and commissioners shall be set at One Thousand Dollars ~~five hundred fifty dollars ($550.00)~~ per month. Further, a $300.00 monthly vehicle stipend and a life insurance policy shall be provided for the mayor and each city commissioner.

City of Opa-locka
Agenda Cover Memo

Department Director:	Robert Anathan		**Department Director Signature:**	RB	
City Manager:	Darvin Williams		**CM Signature:**		
Commission Meeting Date:	13 Jun 22	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**
				X	
Fiscal Impact: *(Enter X in box)* **N/A**	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*	**1st Reading**	**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*	**Yes**: X / **No**:	**Yes**: X / **No**:
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* See Attachments		**Advertising Requirement:** *(Enter X in box)*	**Yes**	**No**
				X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**		
		X			
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**	**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*	
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		
Sponsor Name	City Manager		**Department:** City Manager's Office	City Manager	

Short Title:

FY 22 Budget Amendment #4 – First Hearing

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 22 Budget Amendment #4 at the first hearing.

History: The City Commission adopted the City FY 22 Budget on September 22, 2021 (Ordinance 21-12) which was subsequently approved by the State. This budget was composed of $44.7 million of expenditures and $8.9 million of funding moving between various Funds, resulting a total budget of $53.6 million.

On January 12, 2022, the City Commission approved Budget Amendment #1, which focused primarily on bringing forward incomplete portions of projects approved in FY 21 but not completed, and also the initiation of spending American Rescue Plan Act (ARPA) grant funds on various water and sewer projects. This amendment increased expenditures by another $6.0 million to $50.7 million and additionally increased the movement of funding between various City financial units, (e.g., General Fund, Water-Sewer Fund, etc.) by another $6.2 million to $15.1 million. A reminder that this latter category doesn't increase City spending but rather serves to move funding from one City financial unit to another to permit the latter unit to make expenditures to be funded by that unit.

On February 23, 2022, the City Commission approved FY 22 Budget Amendment #2 at the second hearing through Ordinance 22-10. This amendment increased expenditure by $0.1 million while reducing interfund transfers by $0.2 million for a net reduction to the City's budget of $0.1 million. There were $0.9 million of new expenditures, offset by $0.6 million of savings and the use of $0.2 million of Contingency. Increased expenditures included $345,750 for capital projects, $105,000 for additional accrued leave payout for departing employees, $103,396 associated with the termination of the prior City Manager and the recruitment of a replacement and $75,000 the Parks and Recreation Master Plan.

On April 27, 2022, the City Commission approved FY Budget Amendment #3 at the second hearing through Ordinance 2022-11. This amendment increased expenditure by $0.3 million and interfund transfers by $0.4 million for a net increase to the City's budget of $0.7 million. There were $1.1 million of new expenditures, offset by $0.6 million of savings and the use of $0.2 million of Contingency. Increased expenditures included $408,072 for capital projects, $75,000 for demolition of an unsafe structure, $60,000 for a project to record and destroy records that have passed record retention requirements, $52,000 for additional accrued leave payout for departing employees, $51,000 for increased workers compensation premiums and $50,000 for planting 158 trees on Perviz Avenue.

Current Activity: Budget Amendment #4 is composed of 17 line items with the attachment, "Summary By Line Item", providing a brief description of the purpose of each line item and how it is recommended to be funded.

Financial Impact: This budget amendment can be summarized financially as follows:

Funding		
Revenue / Loans / Grants	$	285,089
Use Of Fund Balance		20,725
Total Funding – Excluding Transfers-In		305,814
Transfers-In		315,725
Total Funding	$	621,539
Expenditure		
Expenditure – Excluding Transfers-Out	$	305,814
Transfers-Out		315,725
Total Expenditure	$	621,539

Additional details on the Financial Impact are provided in the attachment, Budget Amendment #4 Summary. There is also a Detailed Information attachment which contains accounting information for the State review which is a highly detailed accounting version of what is presented in the Summary information.

.Proposed Action:

Staff recommends that the City Commission approve the proposed amendments on the first hearing.

Attachment:

1. Summary of the recommended amendments
2. Detailed information on each recommended amendment
3. Ordinance

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored By: City Manager

ORDINANCE NO. 22-XXX

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

WHEREAS, the City Commission of the City of Opa-locka, FL adopted its 2021-2022 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 21-12, and further amended it by passage of Ordinance 22-01 and Ordinance 22-10; and Ordinance 22-11; and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, the City Commission desires to amend its 2021-2022 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2021, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

The City Commission of the City of Opa-locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2021-2022, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2021-2022.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit "A", are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2021, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2021, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, by the City Manager, or by Resolution adopted by the City Commission, if lawful. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

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

____
Veronica J. Williams, Mayor

ATTEST:

____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Moved by: _________________________

Seconded by: _______________________

VOTE:

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

FY 22 Budget Amendment #4 Summary By Line Item
First Hearing

#	Amount	Purpose	Funding Source
1	77,500	Increased fuel prices	General Fund Contingency
2	10,000	Town Center increased water usage	General Fund Contingency
3	15,500	Additional HR Specialist	General Fund Contingency
4	240,725	NW 147 Street Drainage Project	Stormwater Operating Fund Fund Balance
5	50,089	Cairo Lane Assessment Change Order	State Grant
6	–	Change funding source for previously approved Manhole Relining Project	Change funding source from ARPA Funds to Stormwater Operating Fund Contingency
7	27,000	Acquisition of easement to Pine Tree Lake for maintenance purposes	Stormwater Operating Fund Contingency
8	–	Change funding source for previously approved Cairo Lane Assessment Project	Change funding source from Water-Sewer Operating Fund to State Grant
9	–	Change funding source for previously approved Miami Gardens Service Line Project	Change funding source from State Loan to Water-Sewer Operating Fund Contingency
10	11,000	Motorcycle repair, upgrade and accessories	Vacant position savings
11	150,000	Additional Enterprise Fund financial consulting due to understaffed Finance Department	Savings from reduced debt service payments required.
12	200,000	Additional General Fund financial consulting due to understaffed Finance Department	Savings from vacant Financial Department positions.
13	300,000	Restoration of General Fund Contingency due to strong General Fund Revenue	Red Light Camera Revenue significantly over budget.
14	84,000	Payout for additional departing employees with significant unused accrued leave	General Fund Contingency
15	39,000	Removal of fuel tank more expensive than anticipated	General Fund Contingency
16	52,000	Study to evaluate roadways and associated features to establish a database to serve as basis for the long-term maintenance of City roadways	General Fund Contingency
17	30,000	Motorized security gate for Public Works Headquarters to provide improved security for the vehicles and other City assets located there.	General Fund Contingency

Budget Amendment #4 Summary - First Hearing

Summary

Funding			Notes
Revenue / Loans / Grants	$	285,089	(a)
Use Of Fund Balance		20,725	(b)
Total Funding – Excluding Transfers-In		305,814	
Transfer-In		315,725	
Total Funding	$	621,539	

Expenditure			
Expenditure – Excluding Transfers-Out	$	305,814	(c)
Transfers-Out		315,725	
Total Expenditure	$	621,539	

Notes

		Bgt. Amend #3	Incr/(Decr)	Bgt. Amend #4
(a)	**Revenue / Loans / Grants**			
	Strong Red Light Camera Revenue		$ 300,000	
	State Grant		135,089	
	State Loan		(150,000)	
	Total Revenue / Loans / Grants		$ 285,089	
(b)	**Use Of/(Addition To) Fund Balance**			
	General Fund	$ 4,414,529	$ -	$ 4,414,529
	Water-Sewer Operating Fund	1,975,467	-	1,975,467
	Stormwater Operating Fund	1,721,652	240,725	1,962,377
	Special Law Enforcement	60,000	-	60,000
	American Recovery Plan Act (ARPA)	(2,363,756)	(220,000)	(2,583,756)
	Total Use Of / (Addition To) Fund Balance	$ 5,807,892	$ 20,725	$ 5,828,617
(c)	**Expenditures**			
	Financial Consulting Services		$ 350,000	
	NW 147th St Drainage Project		240,725	
	Leave Payout		84,000	
	Fuel		77,500	
	Roadway Evaluation		52,000	
	Cairo Lane Assessment Change Order		50,089	
	Underground Tank Removal		30,000	
	Motorized Security Gate		30,000	
	Easement Acquisition - Pine Tree Lake		27,000	
	Additional HR Assistant II		15,500	
	Motorcycle Repair and Upgrade		11,000	
	Town Center Water		10,000	
	Expenditures - Gross		$ 977,814	
	Savings		(361,000)	
	Contingency		(311,000)	
	Expenditures - Net		$ 305,814	

FY 22 Budget Amendment #4 - First Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
Budget Thru Amend #3				
Funding				
Revenue/Loans	25,869,901	14,988,533	3,978,531	44,836,965
Use Of / (Add To) Fund Bal	4,924,379	3,697,119	(2,363,756)	6,257,742
Total Funding Ex Trans-In	30,794,280	18,685,652	1,614,775	51,094,707
Transfer-in	9,852,058	5,467,173	-	15,319,231
Total Funding	40,646,338	24,152,825	1,614,775	66,413,938
Expenditure				
Expenditure - Ex Trans-Out	31,085,053	20,009,653	-	51,094,706
Transfer-Out	9,561,285	4,143,172	1,614,775	15,319,232
Total Expenditure	40,646,338	24,152,825	1,614,775	66,413,938
Amendment #4				
Funding				
Revenue/Loans	300,000	(14,911)	-	285,089
Use Of / (Add To) Fund Bal	-	240,725	(220,000)	20,725
Total Funding Ex Trans-In	300,000	225,814	(220,000)	305,814
Transfer-in	10,000	305,725	-	315,725
Total Funding	310,000	531,539	(220,000)	621,539
Expenditure				
Expenditure - Ex Trans-Out	300,000	5,814	-	305,814
Transfer-Out	10,000	525,725	(220,000)	315,725
Total Expenditure	310,000	531,539	(220,000)	621,539
Budget Thru Amend #4				
Funding				
Revenue/Loans	26,169,901	14,973,622	3,978,531	45,122,054
Use Of / (Add To) Fund Bal	4,924,379	3,937,844	(2,583,756)	6,278,467
Total Funding Ex Trans-In	31,094,280	18,911,466	1,394,775	51,400,521
Transfer-in	9,862,058	5,772,898	-	15,634,956
Total Funding	40,956,338	24,684,364	1,394,775	67,035,477
Expenditure				
Expenditure - Ex Trans-Out	31,385,053	20,015,467	-	51,400,520
Transfer-Out	9,571,285	4,668,897	1,394,775	15,634,957
Total Expenditure	40,956,338	24,684,364	1,394,775	67,035,477

Exhibit "A"

FY 22 Budget Amendment #4 - First Hearing

General Fund

	Div	Budget Thru Amend #3	Amendment #4	Budget Thru Amend #4
Funding				
Revenue/Loans		16,337,557	300,000	16,637,557
Use Of / (Add To) Fund Bal		4,499,529	-	4,499,529
Total Funding - Ex Transfer-In		20,837,086	300,000	21,137,086
Transfer-In		3,388,842	-	3,388,842
Total Funding - Ex Transfer-In		24,225,928	300,000	24,525,928
Expenditure	**Div**			
Commission	10	132,107	-	132,107
City Manager	12	912,518	-	912,518
General Fund Non-Depart - Ex Trans Out	19	2,239,276	85,000	2,324,276
Human Resources	13	408,860	15,500	424,360
Clerk	16	429,661	-	429,661
Attorney	28	645,000	-	645,000
Finance	17	1,050,717	-	1,050,717
Planning & Community Dev	37	384,611	-	384,611
Building & Licenses	30	670,786	-	670,786
Parks & Recreation	72	1,248,418	-	1,248,418
Police	26	6,164,074	-	6,164,074
Code Enforcement	23	340,286	-	340,286
Public Works - Admin	32	452,681	-	452,681
Public Works - Bldg Maintenance	38	533,750	60,000	593,750
Public Works - Streets	41	1,118,299	52,000	1,170,299
Public Works - Trash	50	185,832	-	185,832
Public Works - Vehicle Maintenance	49	672,228	77,500	749,728
Total Expenditure - Ex Transfer-Out		17,589,104	290,000	17,879,104
Transfer-Out	19	6,636,824	10,000	6,646,824
Total Expenditure		24,225,928	300,000	24,525,928

Exhibit "A"

FY 22 Budget Amendment #4 - First Hearing

Governmental Funds	General Fund	CRA Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
Budget Thru Amend #3										
Funding										
Revenue/Loans	16,337,557	1,303,462	2,956,771	950,000	350,200	3,926,911	45,000	-	-	25,869,901
Use Of / (Add To) Fund Bal	4,499,529	-	-	414,850	-	-	10,000	-	-	4,924,379
Total Funding Ex Trans-In	20,837,086	1,303,462	2,956,771	1,364,850	350,200	3,926,911	55,000	-	-	30,794,280
Transfer-in	3,388,842	-	1,555,375	-	584,727	48,044	-	3,046,940	1,228,130	9,852,058
Total Funding	24,225,928	1,303,462	4,512,146	1,364,850	934,927	3,974,955	55,000	3,046,940	1,228,130	40,646,338
Expenditure										
Expenditure - Ex Trans-Out	17,589,104	1,219,941	4,512,146	1,364,850	811,600	1,257,343	55,000	3,046,939	1,228,130	31,085,053
Transfer-Out	6,636,824	83,521	-	-	123,327	2,717,612	-	1	-	9,561,285
Total Expenditure	24,225,928	1,303,462	4,512,146	1,364,850	934,927	3,974,955	55,000	3,046,940	1,228,130	40,646,338
Amendment #4										
Funding										
Revenue/Loans	300,000	-	-	-	-	-	-	-	-	300,000
Use Of / (Add To) Fund Bal	-	-	-	-	-	-	-	-	-	-
Total Funding Ex Trans-In	300,000	-	-	-	-	-	-	-	-	300,000
Transfer-in	-	-	-	-	10,000	-	-	-	-	10,000
Total Funding	300,000	-	-	-	10,000	-	-	-	-	310,000
Expenditure										
Expenditure - Ex Trans-Out	290,000	-	-	-	10,000	-	-	-	-	300,000
Transfer-Out	10,000	-	-	-	-	-	-	-	-	10,000
Total Expenditure	300,000	-	-	-	10,000	-	-	-	-	310,000
Budget Thru Amend #4										
Funding										
Revenue/Loans	16,637,557	1,303,462	2,956,771	950,000	350,200	3,926,911	45,000	-	-	26,169,901
Use Of / (Add To) Fund Bal	4,499,529	-	-	414,850	-	-	10,000	-	-	4,924,379
Total Funding Ex Trans-In	21,137,086	1,303,462	2,956,771	1,364,850	350,200	3,926,911	55,000	-	-	31,094,280
Transfer-in	3,388,842	-	1,555,375	-	594,727	48,044	-	3,046,940	1,228,130	9,862,058
Total Funding	24,525,928	1,303,462	4,512,146	1,364,850	944,927	3,974,955	55,000	3,046,940	1,228,130	40,956,338
Expenditure										
Expenditure - Ex Trans-Out	17,879,104	1,219,941	4,512,146	1,364,850	821,600	1,257,343	55,000	3,046,939	1,228,130	31,385,053
Transfer-Out	6,646,824	83,521	-	-	123,327	2,717,612	-	1	-	9,571,285
Total Expenditure	24,525,928	1,303,462	4,512,146	1,364,850	944,927	3,974,955	55,000	3,046,940	1,228,130	40,956,338

Exhibit "A"

FY 22 Budget Amendment #4 - First Hearing

Enterprise Funds										
	Water-Sewer Operating Expense Fund						Storm Water Op	Water Sewer CIP	Storm Water CIP	Total
	Water-Sewer OperatingDivisions (Expense)					Total				
	Water Division	Sewer Division	Water-Sewer Finance Division	Water Lines Division	Water-Sewer CIP Division	Total Water-Sewer Op Fund	Storm Water Op Fund	Total Water-Sewer CIP Fund	Storm Water CIP Fund	Total Funds
Budget Thru Amend #3										
Funding										
Revenue/Loans						10,025,825	1,900,000	1,596,577	1,466,131	14,988,533
Use Of / (Add To) Fund Bal						1,975,467	1,721,652	-	-	3,697,119
Total Funding Ex Trans-In						12,001,292	3,621,652	1,596,577	1,466,131	18,685,652
Transfer-in						1,000,000	-	983,775	3,483,398	5,467,173
Total Funding	-	-	-	-	-	13,001,292	3,621,652	2,580,352	4,949,529	24,152,825
Expenditure										
Expenditure - Ex Trans-Out	2,004,670	4,017,423	4,904,998	280,205	139,882	11,347,178	1,132,594	2,580,352	4,949,529	20,009,653
Transfer-Out	-	-	1,654,114	-	-	1,654,114	2,489,058	-	-	4,143,172
Total Expenditure	2,004,670	4,017,423	6,559,112	280,205	139,882	13,001,292	3,621,652	2,580,352	4,949,529	24,152,825
Amendment #4										
Funding										
Revenue/Loans						-	-	(65,000)	50,089	(14,911)
Use Of / (Add To) Fund Bal						-	240,725	-	-	240,725
Total Funding Ex Trans-In						-	240,725	(65,000)	50,089	225,814
Transfer-in						-	-	65,000	240,725	305,725
Total Funding	-	-	-	-	-	-	240,725	-	290,814	531,539
Expenditure										
Expenditure - Ex Trans-Out	-	-	(285,000)	-	-	(285,000)	-	-	290,814	5,814
Transfer-Out	-	-	285,000	-	-	285,000	240,725	-	-	525,725
Total Expenditure	-	-	-	-	-	-	240,725	-	290,814	531,539
Budget Thru Amend #4										
Funding										
Revenue/Loans						10,025,825	1,900,000	1,531,577	1,516,220	14,973,622
Use Of / (Add To) Fund Bal						1,975,467	1,962,377	-	-	3,937,844
Total Funding Ex Trans-In						12,001,292	3,862,377	1,531,577	1,516,220	18,911,466
Transfer-in						1,000,000	-	1,048,775	3,724,123	5,772,898
Total Funding	-	-	-	-	-	13,001,292	3,862,377	2,580,352	5,240,343	24,684,364
Expenditure										
Expenditure - Ex Trans-Out	2,004,670	4,017,423	4,619,998	280,205	139,882	11,062,178	1,132,594	2,580,352	5,240,343	20,015,467
Transfer-Out	-	-	1,939,114	-	-	1,939,114	2,729,783	-	-	4,668,897
Total Expenditure	2,004,670	4,017,423	6,559,112	280,205	139,882	13,001,292	3,862,377	2,580,352	5,240,343	24,684,364

Exhibit "A"

FY 22 Budget Amendment #4 -First Hearing

#				Amendment Details	Budget	Adj	Revised	
1	**Gasoline Prices**							
	Veh Mnt	Exp	49-541450	Gas, Oil, Grease	302,500	77,500	380,000	Increased gas prices
	Non-Dept	Exp	19-519390	Contingency	1,058,041	(77,500)	980,541	
2	**Water Cost - Town Center**							
	Town Center	Exp	62-519430	Electric, Gas, Water	60,000	10,000	70,000	Town Center using additional water
	Town Center	Trf-In	490-381001	Transfer In	584,728	10,000	594,728	
	Non-Dept	Trf-Out	19-581926	Transfer Out - Town Center	569,165	10,000	579,165	
	Non-Dept	Exp	19-519390	Contingency *	980,541	(10,000)	970,541	
	* Budget Adjusted In Prior Item(s)							
3	**Increased Headcount - HR**							
	HR	Exp	13-513120	Salaries - Regular	78,867	12,000	90,867	Additional HR II Specialist
	HR	Exp	13-513210	FICA	12,721	1,500	14,221	
	HR	Exp	13-513220	Retirement	17,939	2,000	19,939	
	Non-Dept	Exp	19-519390	Contingency *	970,541	(15,500)	955,041	
	* Budget Adjusted In Prior Item(s)							
4	**NW 147 St Drainage Project**							
	Strm CIP	Exp	87-541825	NW 147 ST Improvement	-	240,725	240,725	New drainage project
	Strm CIP	Trf-In	455-381010	From Stormwater Op Fund	2,318,398	240,725	2,559,123	
	Strm Ops	Trf-Out	43-513917	To Stormwater CIP Fund	2,318,398	240,725	2,559,123	
	Strm Ops	Fund Bal	455-383010	Trf In - Fund Balance	1,721,653	240,725	1,962,378	
5	**Cairo Lane (Stormwater Project)**							
	Strm CIP	Exp	87-5386315	Cairo Lane	2,827,330	50,089	2,877,419	Additional Cairo Lane change order funded by State grant
	Strm CIP	Grant	450-334700	SRF Grant LP1307	-	50,089	50,089	
6	**Manhole Relining - Change Source Of Funding**							
	ARPA	Trf-Out	15-538901	Trf-Out - To Wtr-Sewer, Strm CIP	1,614,775	(220,000)	1,394,775	Change of funding source from ARPA to Water-Sewer Operating Fund Contingency
	ARPA	Fund Bal	105-383010	Trf-In Fund Balance - Use / (Add To)	(2,363,756)	(220,000)	(2,583,756)	
	Wtr-Swr CIP	Trf-In	445-381320	Trf-In - From ARPA	449,775	(220,000)	229,775	
	Wtr-Swr CIP	Trf-In	445-381010	Trf-In - From Water-Sewer Op	534,000	220,000	754,000	
	WS-Fin	Trf-Out	61-581925	Trf-Out - To WS CIP	534,000	220,000	754,000	
	WS-Fin	Exp	61-513992	Contingency	427,402	(220,000)	207,402	
7	**Easement Purchase - Pine Tree Lake**							
	Strm Ops	Exp	43-519610	Purchase of Land	-	27,000	27,000	Acquisition of an easement to maintain Pine Tree Lake
	Strm Ops	Exp	43-538992	Contingency	261,854	(27,000)	234,854	

Exhibit "A"

FY 22 Budget Amendment #4 -First Hearing

#	Amendment Details				Budget	Adj	Revised	
8	**Cairo Lane Assessment - Change Funding Source**							
	Wtr-Swr CIP	Rev	445-334700	Grants	511,577	85,000	596,577	Change funding source from Water-Sewer Ops Fund to SRF Grant
	Wtr-Swr CIP	Trf In	445-381010	Trf-In - From Water-Sewer Op *	754,000	(85,000)	669,000	
	WS-Fin	Trf Out	61-581925	Trf-Out - To WS CIP *	754,000	(85,000)	669,000	
	WS-Fin	Exp	61-513992	Contingency *	207,402	85,000	292,402	
	* Budget Adjusted In Prior Item(s)							
9	**Miami Gardens Service Lines - Change Funding Source**							
	Wtr-Swr CIP	Rev	445-384110	SRF Loan DW 130331	150,000	(150,000)	-	Change funding source from SRF Loan to Water-Sewer Op Fund
	Wtr-Swr CIP	Trf In	445-381010	Trf-In - From Water-Sewer Op *	669,000	150,000	819,000	
	WS-Fin	Trf Out	61-581925	Trf-Out - To WS CIP *	669,000	150,000	819,000	
	WS-Fin	Exp	61-513992	Contingency *	292,402	(150,000)	142,402	
	* Budget Adjusted In Prior Item(s)							
10	**Police Motorcycle Repair, Maintenance & Clothing**							
	Police	Exp	26-521466	Repair & Maint - Veh & Equip	-	2,000	2,000	Motorcycle upgrade, repair and associated personal equipment
	Police	Exp	26-521521	Clothing & Uniform Expense	20,500	7,000	27,500	
	Police	Exp	26-521641	Automotive Equipment	-	2,000	2,000	
	Police	Exp	26-521110	Salaries - Executive	238,673	(11,000)	227,673	
11	**Consulting Services - Enterprise Funds**							
	WS Finan	Exp	61-513340	Other Contracted Services	395,900	150,000	545,900	Additional financial consulting expense funded by reduced debt service due to restructured debt service schedule
	WS Finan	Exp	61-513723	State Revolving Loan	773,473	(150,000)	623,473	
12	**Consulting Services - General Fund**							
	Finan	Exp	17-513312	Other Professional Services	270,000	200,000	470,000	Additional financial consulting expense funded by vacant position saving
	Finan	Exp	17-513120	Salaries - Regular	378,726	(166,000)	212,726	
	Finan	Exp	17-513210	FICA	38,964	(14,000)	24,964	
	Finan	Exp	17-513220	Retirement	55,111	(20,000)	35,111	
13	**Contingency Renewal - Strong Red Light Camera Revenue**							
	Non-Dept	Exp	19-519390	Contingency *	955,041	300,000	1,255,041	Restore General Fund Contingency through recognition of strong Red Light Camera Revenue
	Gen Fund	Rev	001-354140	Red Light Camera Fines	1,050,000	300,000	1,350,000	

FY 22 Budget Amendment #4 -First Hearing

#				Amendment Details	Budget	Adj	Revised	
	* Budget Adjusted In Prior Item(s)							
14	**Additional Leave Payout - General Fund**							
	Non-Dept	Exp	19-581922	Employee Leave Payout - Wages	167,000	70,000	237,000	Additional Unused Leave Payout for departing employees
	Non-Dept	Exp	19-581928	Employee Leave Payout - FICA/Med	13,200	6,000	19,200	
	Non-Dept	Exp	19-581929	Employee Leave Payout - Retirement	21,800	8,000	29,800	
	Non-Dept	Exp	19-519390	Contingency *	1,350,000	(84,000)	1,266,000	
	* Budget Adjusted In Prior Item(s)							
15	**Tank Removal - Public Works Facility**							
	Bldg Maint	Exp	39-541340	Other Contracted Service	85,000	30,000	115,000	Restore General Fund Contingency through recognition of strong Red Light Camera Revenue
	Non-Dept	Exp	19-519390	Contingency *	1,266,000	(30,000)	1,236,000	
	* Budget Adjusted In Prior Item(s)							
16	**Roadway Evaluation**							
	Rds & Strts	Exp	41-541312	Other Professional Services	-	52,000	52,000	Evaluation of City's roads and establishment of a database to facilitate long-term maintenance plan
	Non-Dept	Exp	19-519390	Contingency *	1,236,000	(52,000)	1,184,000	
	* Budget Adjusted In Prior Item(s)							
17	**Motorized Security Gate - PW Headquarters**							
	Bldg Mnt	Exp	39-541630	Improvement Other Than Building	-	30,000	30,000	Motorized security gate to provide security at PW Headquarters
	Non-Dept	Exp	19-519390	Contingency *	1,184,000	(30,000)	1,154,000	
	* Budget Adjusted In Prior Item(s)							