

City of Opa-locka

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



REGULAR COMMISSION MEETING Agenda

**Wednesday, January 25, 2023
7:00 PM**

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Natasha L. Ervin
Commissioner Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica Williams**

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

January 25, 2023

7:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Commissioner Joseph L. Kelley

Special Award presentation to Sidney T. McCloud Jr.

Commissioner Dr. Sherelean Bass

Special Award presentation to Sergeant Marcos Gonzalez, Detective Jairo Rosero, Officer Glenn Finlay, and Officer Huguetta Dumeus

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - December 14, 2022

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

10. PUBLIC PRESENTATIONS:

11. CITIZENS' FORUM:

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO PERFORM A WATER, WASTEWATER, AND STORMWATER RATE STUDY FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR AN AGENT OF RECORD FOR GENERAL LIABILITY, CYBER LIABILITY, AUTO LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS COMPENSATION INSURANCE FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR QUOTES ("RFQ") FOR CAR WASH SERVICES FOR CITY VEHICLES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT (MAA) BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE CITY OF NORTH MIAMI, FLORIDA, SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

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, 2022 AND ENDING SEPTEMBER 30, 2023, 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 Interim City Manager***

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

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

1. **Commissioner Joseph L. Kelley**
City Manager Selection Process pursuant to Opa-locka Charter Section 2-8.4

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 individual appointment (Commissioner Bass)

Community Relations, Recreation and Activities Board

1 individual appointment (Vice Mayor Ervin)

1 individual appointment (Commissioner Bass)

1 at-large appointment

Housing Authority and Nuisance Abatement Board

1 individual appointment (Mayor Taylor)

1 individual appointment (Vice Mayor Ervin)

1 individual appointment (Commissioner Bass)

1 individual appointment (Commissioner Williams)

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. The Honorable Mayor John H. Taylor, Jr. cordially invites you to the City of Opa-locka 2023 State of City Address, **Friday, January 27, 2023** at 6:30 P.M., City of Opa-locka Municipal Complex, 780 Fisherman Street, Opa-locka, FL 33054.
2. City of Opa-locka Mayor & Commission in partnership with Farm Share and Miami-Dade County invites the community to Monthly Free Food Walk-Thru Distribution, **Wednesday, February 1st** from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.
3. City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me Monday, **February 13, 2023** at 6:00 PM, Helen Miller Center, 2331 NW 143rd Street, Opa-locka, FL.
4. City of Opa-locka Mayor & Commission invite you to Opa-locka on the Mic Karaoke Night in celebration of Black History Month, hosted by Vice Mayor Natasha L. Ervin, **Saturday, February 25, 2023** at 6:00 PM - 11:00 PM, Sherbondy Park Field, 215 Perviz Avenue, Opa-locka, FL.
5. City of Opa-locka Mayor & Commission invite you a Spring Break Pool Party hosted by Vice Mayor Natasha L. Ervin, **Saturday, March 18, 2023** at 1:00 PM - 4:30 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL.
6. Free aerobics classes sponsored by Mayor John H. Taylor, Jr. **every Monday & Wednesday** from 6 p.m. - 7 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.

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

December 14, 2022

7:00 P.M.

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:09 pm on Wednesday, December 14, 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, Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, Commissioner Veronica J. Williams and Mayor John H. Taylor, Jr. 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 led by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special Award Presentation to former Commissioner Audrey Dominguez and former Commissioner Chris Davis by Commissioner Dr. Sherelean Bass

Commissioner Bass presented former Commissioners Dominguez and Davis with a plaque, honoring them for their service to the City of Opa-locka.

Special Presentation to Opa-locka Hurricanes Football Team and Opa-locka Lady Canes Cheerleaders by Vice Mayor Natasha L. Ervin

Vice Mayor Ervin presented the Opa-locka Hurricanes Football Team and Opa-locka Lady Canes Cheerleaders with a commendation for their athletic achievements.

Mayor Taylor thanked former Commissioners Davis and Dominguez for their service to the City. The Mayor also gave a shout out to the children of the football and cheerleading teams, for their hard work and dedication throughout the sports season.

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

Interim City Manager Williams deferred Consent Agenda Item 13-16.

Commissioner Kelley requested to have Item 13-10 pulled from the Consent Agenda.

Mayor Taylor requested to have Item 13-13 pulled from the Consent Agenda.

It was moved by Commissioner Bass, seconded by Commissioner Williams to approve the Consent Agenda.

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

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	Yes

7. APPROVAL OF AGENDA:

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to approve the Agenda.

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

Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - October 12, 2022

It was moved by Commissioner Bass, seconded by Commissioner Williams to approve the minutes from the Regular Commission Meeting Minutes - October 12, 2022.

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

Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Mayor Taylor	Yes

Special Commission Meeting Minutes - November 3, 2022

It was moved by Vice Mayor Ervin, seconded by Commissioner Williams to approve the minutes from the Special Commission Meeting Minutes - November 3, 2022.

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

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Mayor Taylor	Yes

Special Commission Meeting Minutes - November 16, 2022

It was moved by Commissioner Bass, seconded by Commissioner Kelley to approve the minutes from the Special Commission Meeting Minutes - November 16, 2022.

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

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	Yes

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

There was none.

10. PUBLIC PRESENTATIONS:

There were none.

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 Taylor opened the Citizens' Forum.

Ms. Audrey Dominguez who resides at 1147 Jann Avenue welcomed the new Commissioners and the Vice Mayor, stating that she is very happy to see everyone up there, adding that she just wants to see everybody unite and work together so that they can move the City forward. Ms. Dominguez shared that she is happy that she noticed new sidewalks around the City, stating that everything's looking beautiful, and that Residents are very happy to see the new sidewalks. She went on to ask why in her view, the wording for Consent Agenda Item 13-1 and 13-2 was the same, with the only difference being the amount, adding that she is not sure if that's an error. Ms. Dominguez also said that she was happy to finally see the request for proposals for Sesame Street, which she stated has been closed for over a year. She noted that Mayor Taylor requested to pull the Consent Agenda Item proposing the request for proposals for the rehabilitation of Historic City Hall, and she said that they are all happy to see that moving forward. Ms. Dominguez went on to say that the illegal dumping at Family Dollar on 27th Avenue is another eyesore, stating that she doesn't know what can be done and suggesting putting some poles or barriers and adding that maybe if the tree that provides a lot of shade there is cut, maybe they won't see that many people trying to dump there.

Ms. Shalonda Rivers who resides at 13875 NW 22nd Avenue gave thanks to Commissioner Bass for hosting the baby shower in their community. Ms. Rivers also thanked Mayor Taylor, Commissioner Williams and former Commissioner Audrey Dominguez for attending the last tenant association meeting, expressing her appreciation in consideration of the safety concerns. She also thanked Interim City Manager Williams for his concerns, for attending the meetings with her and the officials from the Department of Housing and Urban Development about their building, and Ms. Rivers commended the Manager for what he is doing in the City, sharing her appreciation and stating that he is doing a wonderful job. Ms. Rivers also thanked Police Chief Israel for having several communications with her about the property. Additionally, she thanked the Code Enforcement and Building & Licensing Departments for all of the concerns they have in her community at 22nd Avenue Apartments. Ms. Rivers concluded by stating that she just wanted to give her thanks as she moves on to a new chapter in her life.

Ms. Toroni Mitchell who resides at 14225 NW 22nd Place congratulated everyone on the Dais, expressing her hope to move forward to get the community back together. Ms. Mitchell mentioned that there are still several signs from the election and asked if they

could be removed because it's over now. She went on to say that someone needs to go behind the companies that are cutting and cleaning the City's alleys to see if the work is being done properly and are picking the debris up, because she said that it is not being done properly. Ms. Mitchell then acknowledged that the lighting at Segal Park is better than what it was, after being fixed, but she expressed concern that a family is living there, and she suggested that Police Officers start going back out at night to check. She added that she is hearing that there's a young lady there with a baby and they need to look into that, recalling having seen a young lady with a baby there in the morning. Ms. Mitchell expressed concern because she said that some nights some lights are on and other nights it is completely dark, and she said that they want to make certain that no one is inside the building turning the lights off, suggesting putting better locks on the door so they can't get inside the meter room.

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

Commissioner Kelley stated that he knows Manager Williams is listening, but he wanted to address some of the concerns that were raised. The Commissioner acknowledged that Agenda Items 13-1 and 13-2 were not pulled from the Consent Agenda and explained that one is dealing with resurfacing and paving while the other one is dealing with sidewalks, pointing out that is why the prices are probably different as a piggyback from the County. He went on to say that he has seen the same thing as the concerns that were raised about Segal Park, adding that he is quite sure that City Staff will address it. Commissioner Kelley concluded by acknowledging the concern expressed about the alley cutting.

Interim City Manager Williams asked Mayor Taylor if he would like for him to withhold his responses or provide them at that time.

Mayor Taylor said that Manager Williams could provide his responses at that time or wait until the City Manager's Report.

Interim City Manager Williams said that he thinks it's better to provide his responses at that time.

Mayor Taylor said that Manager Williams could go ahead with his responses.

Interim City Manager Williams said that he was going to recommend that the responses after Citizens' Forum be allowed because sometimes the citizens leave.

Mayor Taylor stated that he totally agrees with Manager Williams.

Interim City Manager Williams first addressed the comments made by former Commissioner Dominguez, pointing out that Commissioner Kelley already addressed her

question about Agenda Items 13-1 and 13-2, acknowledging that the Commissioner is absolutely correct that the prices are different because they're for different areas of the City and different types of work. The Manager also recalled promising to get a request for proposals done for a Sesame Street bridge and he said that he is happy to have finally delivered on that. He then said that he is aware of the illegal dumping situation at Family Dollar, reporting that the Code Enforcement Department has already begun citing the business for the dumps and explaining that cameras have been installed, adding that a presentation would be provided to the Commission later in the meeting. Manager Williams thanks Ms. Toroni Mitchell for bringing her concerns about the removal of debris from the alleyways to the administration's attention, offering assurances that it will be addressed right away. He shared that former Commissioner Gail Miller had already addressed his office in regards to Segal Park, reporting that the Police Department was deployed to the site over the weekend to remove the family. Manager Williams added that Chief Scott Israel is implementing a new policy to have Police stationed at all of the City's parks with their lights on to deter any vagrancy and ensure that nobody is in the parks after dark.

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

- 1. [13-10] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE NEAT STREETS GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MIAMI-DADE COUNTY MATCHING GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

It was moved by Commissioner Kelley, seconded by Commissioner Williams to discuss Agenda Item 12-1.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 12-1.

Interim City Manager Williams stated that because of the City's financial challenges and budget shortcomings, his Administration has aggressively sought grants, adding that he is happy to say that his Administration has secured more grant funding than any previous Administration in the history of the City of Opa-locka. The Manager added that based on the will of the Commission, the grant which Agenda Item 12-1 proposes to have ratified, addresses the beautification program, in addition to the other items to ratify grants for the roads, trees and parks.

Commissioner Kelley explained that he requested to pull Agenda Item 12-1 from the Consent Agenda because he is requesting a maintenance plan. The Commissioner said that he appreciates grants that are applied for, stating that every city does it, acknowledging that Opa-locka benefits from it. He expressed concern that he has not seen a maintenance plan for the trees that have been planted, sharing that he has gotten complaints about the trees planted on Perviz Avenue not having a maintenance plan and some of them dying, adding that some of the flowers that look real pretty have weeds growing up through them. The Commissioner noted that the grant has a 25% match and stated that the City will probably get it because it's coming through the County but expressed his hope that the City has a maintenance plan that works for watering and trimming. He said that it's good to get these things, but acknowledged that it's another challenge to maintain them. Commissioner Kelley recalled that over the years, trees have been planted by the City and grow all over the place but nobody is maintaining them.

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

Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

2. [13-13] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR QUALIFIED CONTRACTOR(S) FOR THE REHABILITATION OF HISTORIC CITY HALL, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

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

It was moved by Commissioner Williams, seconded by Commissioner Bass to discuss Agenda Item 12-2.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 12-2.

Interim City Manager Williams expressed his excitement to present Agenda Item 12-2, acknowledging that Historic City Hall is one of the icons of the City of Opa-locka. The Manager stated that it has been a goal of his Administration since April to initiate the rehabilitation of Historic City Hall. He informed the Commission that he is looking to have Historic City Hall open by May of 2023.

Mayor Taylor stated that the reason he requested to pull Agenda Item 12-2 from the Consent Agenda is because he has been asking about Historic City Hall ever since he has been up on the Dais, and he is extremely excited that it's finally on the way to completion, thanking Manager Williams for a job well done.

Commissioner Williams thanked Manager Williams for bringing Agenda Item 12-2 before the Commission. The Commissioner stated that they know Historic City Hall draws people to the City and recalled that over 2 weekends ago, many people entered the City that had never even seen Historic City Hall and were amazed. She said that they know what it looked like and what it's going to look like when the rehabilitation process is done, adding that she knows that when it is done, they are going to be able to celebrate the City in a way that they've never seen before.

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

Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Mayor Taylor	Yes

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR MILLING AND RESURFACING, THROUGHOUT THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS AND FORTY CENTS (\$288,482.40); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC.

FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR PAVEMENT RESURFACING, THROUGHOUT THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$262,480.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RESILIENT FLORIDA GRANT FOR THE REHABILITATION OF LIFT STATIONS 9 AND 16, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RESILIENT FLORIDA GRANT FOR THE COMMERCE NORTH DRAINAGE AND ROADWAY PROJECT, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE REBUILD FLORIDA MITIGATION GENERAL INFRASTRUCTURE**

PROGRAM FOR COMMERCE EAST TO MITIGATE FLOODING IN THE COMMERCE EAST AREA, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR FLOOD MITIGATION ASSISTANCE (FMA) FOR THE BURLINGTON STREET CANAL PHASES II AND III PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR A BUILDING RESILIENT INFRASTRUCTURES AND COMMUNITIES GRANT APPLICATION FOR REHABILITATION OF LIFT STATIONS 9, 12 AND 16, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE NEAT STREETS GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MIAMI-DADE COUNTY MATCHING GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LOAN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND FOR IMPROVEMENTS TO THE CITY'S DRINKING WATER FACILITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THE SESAME STREET CULVERT, WITHIN THE**

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

13. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR QUALIFIED CONTRACTOR(S) FOR THE REHABILITATION OF HISTORIC CITY HALL, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

14. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE INTERIM CITY MANAGER TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 1145 SHARAR AVENUE, WITHIN THE CITY, TO ALLOW FOR THE INSTALLATION OF FIVE IMPACT WINDOWS AND ONE IMPACT DOOR ON THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

15. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE INTERIM CITY MANAGER TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 910 JANN AVENUE WITHIN THE CITY, TO ALLOW FOR THE CLOSURE OF THE TERRACE, A SECONDARY LIVING UNIT IN REAR OF PROPERTY, PAVERS, A PERGOLA, INTERIOR RENOVATIONS AND ROOF REPAIRS ON THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

16. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INSITE MARTIN STREET ADS, LLC FOR THE INSTALLATION OF BUS BENCHES / SHELTERS IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

17. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR THE DEMOLITION OF

THE EXISTING OFFICES AND CONSTRUCTION OF A NEW CITY COMMISSION CHAMBERS AT 780 FISHERMAN STREET (3RD FLOOR) PURSUANT TO RFP NO. 22-1115100 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTYNINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$149,750.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

18. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR THE DEMOLITION OF THE EXISTING OFFICES AND CONSTRUCTION OF NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (1ST FLOOR) PURSUANT TO RFP NO. 22-1115200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-NINE THOUSAND, FIVE HUNDRED (\$199,500.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

19. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CREATION OF A CONDOMINIUM STRUCTURE FOR 780 FISHERMAN STREET, WITHIN THE CITY, AND APPOINTING A CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS; FURTHER DIRECTING THE CITY CLERK TO RECORD RELEVANT CONDOMINIUM DOCUMENTS WITH MIAMI-DADE COUNTY BY DECEMBER 31, 2022; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

20. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT WITH CNH INDUSTRIAL AMERICA LLC. (CASE CONSTRUCTION BRAND) TO LEASE-TO-OWN A CASE 580SN BACKHOE LOADER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim 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:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENIENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**
Sponsored by Interim City Manager

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

It was moved by Commissioner Williams, seconded by Commissioner Bass to discuss Agenda Item 15-A-1.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 15-A-1.

Interim City Manager Williams stated that Agenda Item 15-A-1 was brought before the Commission to continue improving and increasing the businesses in the City of Opa-locka. The Manager explained that they are looking to improve on the gas station that the property previously was and proposed to have some mixed-use retail space to diversify the businesses in the City. He concluded by requesting that the Commission approve Agenda Item 15-A-1.

Mayor Taylor opened the Public Hearing for Agenda Item 15-A-1.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 15-A-1.

Commissioner Kelley offered assurances that he is all for development, recognizing that the site plan is vital and that it has been through the mix

for a while. The Commissioner went on to express concern that he said he mentioned to City Staff as well, on coming out on 22nd Avenue. He said that when you travel that area, the right lane is usually going up to State Road 9, and he said that now you're going to have traffic coming out from the gas station as well as those who are trying to enter the gas station. Noting that there is also a light there, he recalled being told that a traffic study was done and that the entrance point was going to be further down to the southern point. Commissioner Kelley stated that he still has great concern about the traffic because of the in and out and referenced the new gas station across from Burger King where he said there is a lot of congestion because the light does not hold that long. He concluded by expressing his hope that if the Commission is going to pass the resolution proposed by Agenda Item 15-A-1, that Management would do some work with the County to ensure that the light on Rutland, State Road 9 and 22nd has some consistency to allow the traffic that's going to potentially jam up.

Vice Mayor Ervin also expressed concern about the traffic. The Vice Mayor then stated that it bothers her a little bit that there are already 12 gas stations in Opa-locka.

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

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Mayor Taylor	Yes

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF A CONVENIENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

It was moved by Commissioner Williams, seconded by Commissioner Bass to discuss Agenda Item 15-A-2.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 15-A-2.

Interim City Manager Williams thanked the Commission for approving the site plan and explained that the resolution proposed by Agenda Item 15-A-2 is the development agreement for the exact same property. The Manager stated that in compliance with the intent of the City's Charter to hire Residents of Opa-locka, all development agreements under his Administration will include requirements for job fairs, specifying that those requirements are included in the proposed development agreement. He concluded by asking that the Commission approve the resolution to move the City forward.

Mayor Taylor opened the Public Hearing for Agenda Item 15-A-2.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 15-A-2.

Commissioner Kelley acknowledged that Manager Williams mentioned job fairs and asked if he had time frames and how they would occur once the resolution proposed by Agenda Item 15-A-2 passes because he said that a lot of times when the City says it is going to have job fairs, the place is up and running before a lot of Residents find out. The Commissioner acknowledged that the City has used Career Source in the past and he said that though they are still working with the City, he noted that their building is no longer here. He concluded by asking Manager Williams if there is a plan for the job fairs and how they will get word to the Residents.

Interim City Manager Williams pointed out that if the resolution proposed by Agenda Item 15-A-2 is approved, it will be the third development agreement to include job fairs, adding that the larger projects also included job training, and he stated that it occurs before the operation is open for business. Manager Williams offered the example of the first and only to date, which he said was with Pro Logics, and he said that it was coordinated with Career Source with the development company hiring Circle of One to promote it to Residents. The Manager informed the Commission that there was hiring on the spot and said that they continued to hire and reach out to Residents as positions became open. Manager Williams concluded by reiterating that the same thing will be done with the development agreement proposed by Agenda Item 15-A-2 and all development agreements.

Commissioner Kelley stated that he would like to get that in writing, adding that all of his colleagues are welcome to get it as well.

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

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	Yes

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129- 000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**
Sponsored by Interim City Manager

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

It was moved by Commissioner Williams, seconded by Commissioner Bass to discuss Agenda Item 15-A-3.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 15-A-3.

Interim City Manager Williams informed the Commission that the site plan proposed by Agenda Item 15-A-3 is for the property known as the old Opa-locka Flea Market site that has been purchased by a new company which is moving forward with the mixed commercial and industrial use development that is permitted under the City's Code. Manager Williams stated that the job fair and other requirements that are part of the agreement, have been put in writing and will be provided to Commissioner Kelley and all of the Commission Members. The Manager requested that the Commission approve the resolution proposed by Agenda Item 15-A-3 to move the City forward.

Mayor Taylor opened the Public Hearing for Agenda Item 15-A-3.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 15-A-3.

Mr. Joseph Goldstein from Holland & Knight LLP located at 701 Brickell Avenue provided a presentation on the development agreement and site plan being proposed to the Commission.

Mr. Robert Holland from the Law Offices of Robert W. Holland, LLC located at 3250 NE 1st Avenue, Suite 334 in Miami provided the Commission with a presentation on the community benefits of the development agreement and site plan being proposed to the Commission.

Commissioner Williams thanked Mr. Robert Holland and she said that he hit the spot on every single question she had, which she said were about the jobs. The Commissioner said that the Commission has talked a lot about job fairs and recruitment since she has been on the Dais, and she noted that one of the fastest growing components in schools is trade and logistics even in her own building. Acknowledging that Mr. Holland answered her concern, Commissioner Williams reiterated that she wants to see more people that look like her in those jobs and said that she doesn't see that. She went on to say that multi-billion dollar companies build warehouses in Opa-locka, and the Commission gets that they are going to do it, but she does not see it once it's built. The Commissioner stressed that she wants to make sure that it is a fair playing field because billions of dollars will be made, and she wants to make sure that the trade schools are being hit. Commissioner Williams concluded by asserting that they have to make sure that they are connecting with everyone in the community, reiterating that she wants to see more people that look like her working those jobs.

Mr. Robert Holland assured the Commission that they have been very proactive with what they have presented to the Manager's Office. Mr. Holland encouraged the Commission to send them and the Manager the names of people they know who need jobs so that they can start creating the list, stating that because they're talking about 700 permanent jobs, they need people. He said that it works to the benefit of the retailers, industrial component, cargo folks and the developer to have folks out of the area that are willing to work. Mr. Holland also said that there won't just be a job fair but will also be an open-ended enrollment period for people who don't make it to the job fair. He also said that they want to get the names of those who came out to the other job fairs, to get the information to them as well.

Commissioner Bass asked what the vision for the time frame was.

Mr. Robert Holland stated that they have been dying to get started, and said that as soon as the approvals are done, they will start pulling the demolition permits to start clearing the land, also noting that infrastructure has to go in. Mr. Holland said that they want to move fast and are ready to get started probably in January on the demolition.

Commissioner Bass asked what the time frame was for demolition and completion.

Mr. Robert Holland explained that the proposed development agreement requires them to do things within a certain time frame, adding that they have a very aggressive time frame. Mr. Holland pointed out that some of it is going to be reliant on the City based on how quick permits can be pulled and inspections can come back, but he assured the Commission that they will make sure their stuff is done to help move it because time is money. He said that they need to get the buildings in place for potential tenants and to get the jobs in, pointing out that the sooner they get in the ground the better to get the A+ tenants because of the wave coming.

Commissioner Bass stated that she would accept Mr. Robert Holland's response for now but said that she was kind of looking for a year like 2025.

Mr. Robert Holland said that he thinks they have 12 months to start pulling permits.

Mr. Joseph Goldstein pointed out that the proposed development agreement requires that building permits be obtained within 12 months from the execution of the agreement and construction has to start within 12 months of the issuance of the permits.

Mr. Robert Holland assured the Commission that they will be seeking to expedite some of it.

Commissioner Kelley said that they overlapped some, noting that the Commission was currently considering the proposed site plan and commended the work, adding that he will wait to present his questions when the Commission considers the development agreement.

Mayor Taylor stated that he loves what Mr. Robert Holland is bringing to the City of Opa-locka. The Mayor shared his appreciation for Mr. Holland talking about expendable income because he said that hiring Opa-locka

Residents will allow them to not live paycheck to paycheck. He also pointed out that geofencing will allow them to advertise in Opa-locka boundaries. The Mayor then went on to recognize that Mr. Holland said they want to collaborate with Opa-locka so that the City is pushing the word out. He recalled witnessing the job fair for Prologis and expressed his hope that the model they used is repeated with the project being proposed to the Commission.

Mr. Robert Holland assured the Commission that it will.

Mayor Taylor commended Mr. Robert Holland and thanked him for bringing the proposed project to the City of Opa-locka, acknowledging that Mr. Holland said the City is better situated between the highways, because you can get everywhere quickly through Opa-locka.

Commissioner Williams asked Community Development Director Gregory Gay who will be responsible for the impact fees for the impact to roads, water and sewer. The Commissioner asked if Mr. Gay has had that conversation and if that will be in writing.

Community Development Director Gregory Gay explained that his Department is going to be directly responsible for receiving the impact fees, and he said that it is going to be done prior to the permit process being completed. Mr. Gay added that they have done an estimate, which he thought they had explained as part of their presentation and said that the impact fees associated with the project are going to be upwards of a million dollars for water, sewer, public safety and street improvements around the site. He went on to say that his Department is going to be monitoring it and making sure that they will be providing annual reports for each development to show where they are within the process and how the assets are being addressed.

Commissioner Williams asked if it is a one-time fee or a 10-year window during which those impact fees are revisited after.

Community Development Director Gay stated that impact fees are a one-time fee paid at the very beginning of the project.

Commissioner Williams stated that she thinks she heard Community Development Director Gay say it but was not sure if a study was done to estimate the impact fees. The Commissioner noted that he was saying the impact fees would be \$1 million, but she said that they don't know in 10,

20 or 30 years. She said that it isn't private infrastructure and said it is public infrastructure with a lot of moving parts. Commissioner Williams asked where she can see some type of document from someone who does this work, that says it is going to be \$1 million, further inquiring how the City knows that and asking whether the company told them it was \$1 million.

Community Development Director Gay explained that the impact fee is based on legislation that was passed about 2016-2017 and is based on the square footage of the property being developed. Mr. Gay reiterated that it is a one-time fee related to the infrastructure improvements that would need to be made in order for the proposed project to move forward. He also pointed out that once the project is complete, they're going to be making contributions through property taxes paid to the City and County. Mr. Gay said that they have seen the property tax amounts increase considerably for new developments that are coming online, and those dollars will be used to support infrastructure and improvements relating to the City overall, acknowledging that they are not specifically targeted to infrastructure but to opportunities for overall improvements including employment and housing.

Commissioner Williams said that she doesn't want to factor in property taxes because they are clearly set up for infrastructure for an entire City. The Commissioner said that what gives her pause is that they had some type of study, recalling that Community Development Director Gay said 2016-2017, noting that it is a big number of years. She went on to share that she is not comfortable saying that the impact fees are up to code and the standard for 2023 or beyond.

Community Development Director Gay explained that the last time an analysis was done on the City's impact fees was in 2014-2015, and it was done comparatively to cities across Miami-Dade and Broward County. Mr. Gay acknowledged that there has been no update to what the impact fee rates should be for 2022-2023, and said that they are due for a re-analysis of that. He stated that it is something that they would look at possibly pursuing through the budget and the City Manager's Office.

Mr. Robert Holland explained that they pay impact fees based on what the City of Opa-locka has in its Code, which he pointed out is the same with any county or city and added that it has some state mandates as well. Mr. Holland said that it all gets paid before they open up the whole thing fully

but said that sometimes it can be paid in segments. He also stated that because every city charges impact fees, Opa-locka never wants to be so far out of the ballpark on impact fees that people go somewhere else to develop. Mr. Holland said that Opa-locka has to be in a competitive range, and he shared that he thinks the City is in a very competitive range on the impact fees.

Commissioner Williams said that she heard Mr. Robert Holland but she would just like to have an analysis because what she doesn't want to do is leave money on the table. The Commissioner added that they don't know what the City could have received in impact fees, adding that she understands \$1 million is a lot of money, but she said it's not if she's making \$5 billion or million. She stated that she wants to make sure that the City has done its due diligence in making sure that the infrastructure, roads, sewer, water and everything is solid and secure long term, and that the City doesn't have to go back and start increasing property taxes to fix other infrastructure that they should have impacted from the beginning.

There being no additional discussion, the proposed resolution passed by a 4-1 vote.

Commissioner Kelley	Yes
Commissioner Williams	No
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

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

It was moved by Commissioner Williams, seconded by Commissioner Kelley to discuss Agenda Item 15-A-4.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 15-A-4.

Interim City Manager Williams informed the Commission that the resolution proposed by Agenda Item 15-A-4 would approve the development agreement for the exact same project that the Commission approved the site plan for. The Manager asked that the Commission approve the development agreement, pointing out that it would represent a significant increase in the tax base to 3 times the current level of about \$388,000 annually. He also said that about 750 temporary jobs and nearly 800 permanent jobs would be created. Manager Williams acknowledged that the first job fair was a success and he said that the proposed project would expand upon that success. The Manager went on to inform the Commission that he had already spoken with the representative of the developer about bringing in additional resources from the City of Opa-locka including bringing in Resident Brian Dennis and his organization Transitions, adding that they are looking forward to employing Residents and members of the Community with the project. Manager Williams stated that the proposed development agreement was drafted in the spirit of the law of the City's Charter and he asked that the Commission approve it so that the City can continue to move forward.

Mayor Taylor opened the Public Hearing for Agenda Item 15-A-4.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 15-A-4.

Commissioner Kelley said that he wouldn't ask Mr. Holland to deliver his presentation on the proposed development agreement again, recognizing that he had just done it. The Commissioner said that he heard and agreed with all of the points on jobs. He acknowledged hearing Manager Williams mentioning that there are some folks who are recovering and need a second chance, and the Commissioner said that he wants to make sure that is included in the job fairs and hiring. Commissioner Kelley recognized Mr. Brian Dennis and said that he knows that he has a program that he works with and that others have programs. He went on to share that one of the things that he found out when he talked to young people in the Community is that some of them had challenges including arrests on their record but are trying to do the right thing. The Commissioner urged the developers to make sure that they are included in their efforts and outreach opportunities. He said that he is old school, recognizing that technology is there, but

asserted that he still likes to see flyers when the City has events and when Residents can take advantage of an opportunity for a job. The Commissioner also said that he knows the entities that they work with, a lot of which they mentioned. He recalled seeing one that was good on Facebook that he didn't even know was taking place until he saw it on Facebook. Further stating that whatever ways the City can get it out is good, including through the big means, but he asserted that word of mouth still goes a long way, especially trying to reach out to those who have had challenges who want to get back into the workforce and build a better life for themselves. Commissioner Kelley concluded by stating that he believes that they will do the best that they can and looks forward to that.

Mr. Robert Holland assured the Commission that they will include those additional items in there.

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

Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Mayor Taylor	Yes

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, APPROVING AN AGREEMENT FOR THE EXCHANGE OF THE SURPLUS CITY PROPERTY IDENTIFIED BY FOLIO 08-2122-007-0270, AND OWNED BY THE CITY WITH PROPERTY IDENTIFIED BY FOLIO 08-2122-000-0031, AND OWNED BY VSQUARED INVESTMENTS; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN VSQUARED INVESTMENTS, LLC. AND CITY OF OPA-LOCKA, FLORIDA; AND TO TAKE ALL OTHER NECESSARY ACTIONS**

**TO EFFECTUATE THE INTENT OF THIS ORDINANCE;
PROVIDING FOR INCORPORATION OF RECITALS;
PROVIDING FOR AN EFFECTIVE DATE.**

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

It was moved by Commissioner Williams, seconded by Commissioner Bass to discuss Agenda Item 16-A-1.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 16-A-1.

Interim City Manager Williams stated that the ordinance proposed by Agenda Item 16-A-1 would approve a property swap that was the will of the Commission. The Manager said that the property is adjoining property owned by the City of Opa-locka with no access to the street and is nearly 2 acres of land that the City cannot develop or use given that there is no access to the street. He explained that it was proposed to either purchase the property to give access to the street so that the City can develop its own land or in lieu of purchasing the property, complete a land swap. Manager Williams stated that it was the will of the Commission to complete the land swap instead of the property purchase. He went on to say that the City is in the process of developing plans to add additional parking to Segal Park as the property that's now going to be developed for Senior housing purposes. Stating that they are moving forward with the plans to effectuate the property swap, Manager Williams concluded by asking that the Commission approve the resolution proposed by Agenda Item 16-A-1 so that they can continue to move the City forward.

Mayor Taylor opened the Public Hearing for Agenda Item 16-A-1.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 16-A-1.

Commissioner Kelley recognized that Interim City Manager Williams had been given direction to move forward on this in this way, but he stated that he is totally opposed to it because he doesn't see the urgency to make the land swap. Pointing out that you can play on words like developing programs for Seniors, the Commissioner said that he is looking at right now. He acknowledged the point made by Manager Williams about accessing the roadway, but he said that the City owns Segal Park already. Commissioner Kelley stated that he hasn't seen a plan in detail with any funding to make

the swap. The Commissioner then went on to address the other end, stating that when Helen Miller is used right now, you park across the street. Sharing that he was told by Staff that they're going to create 6 additional parking spaces within Segal Park and also potentially add some spaces down at the end of the gate where Segal Park is, Commissioner Kelley said that he would be very challenged to be using Helen Miller Center from that far down. Supposing that the City was going to make parking down there, he said that surely they can also potentially petition and open up an area to be able to use the other piece of land if they're going to develop it for whatever they are going to do, whether it is Senior housing or a gym which he recalled at one time the City was supposed to be putting a gym on the back side. The Commissioner stated that he knows people that use Helen Miller right now and park across the street and he said that you can't tell him that parking is going to be created down on the end that quick or create 6 more spots inside of the parking lot without going onto the pavilion or the area already there. He reiterated again that his major concern is what the urgency is for the swap with no funding and no plan for what is going to be done, whether it's housing or whatever. Commissioner Kelley then stated that he was told that the previous Commission had given direction to go this route but asserted that he is totally opposed to it. He went on to say that many have been over there like him, acknowledging that there are events, and it is rented out a lot and he doesn't see where those additional cars are going to be put. Additionally, the Commissioner said that if the land across the street is going to be swapped and given to someone to develop the whole idea about housing or whatever it may be, it may be a discussion but unless somebody can show him a plan with some funding, it is still futuristically down the road. He said that he doesn't know what the urgency is and suggested that maybe they can tell him because from what he is understanding in the meeting, it was something that the previous Commission wanted to see done. Commissioner Kelley concluded by stating that he is totally opposed to it because he doesn't see the urgency or the need for it at this point.

There being no additional discussion, the proposed ordinance passed its first reading by a 3-2 vote.

Commissioner Bass	Yes
Vice Mayor Ervin	No
Commissioner Kelley	No
Commissioner Williams	Yes
Mayor Taylor	Yes

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

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

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

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

Interim City Manager Williams informed the Commission that the ordinance proposed by Agenda Item 16-A-2 would impact a currently operating business that is located on Cairo Lane which he said is unfortunately illegal under the City's Code and Charter. The Manager stated that upon him coming into his position, an extensive review of all the policies and procedures in each and every City Department was done. He explained that with multiple City Departments going down Cairo Lane, including the Public Works Department, Capital Improvement Projects Department, Community Development Department and the Police Department, the business was discovered to have been operating for several years. He continued explaining that the business was reached out to and noted that their representative Ms. Hope Calhoun was present to be available for questions. Manager Williams explained that they wanted to move forward on a resolution to move the City forward in the best interest of the Residents and the City's business prospects, considering that the land is currently only zoned for a junkyard and salvage unit. The Manager stated that the City has enough junkyards and salvage units and they are not looking to promote any additional ones any further. Given that, Manager Williams asked the Commission to move the ordinance proposed by Agenda Item 16-A-2 forward so that the business can continue to operate to provide jobs and Opa-locka can defer from adding another junkyard to the City.

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

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

There being no discussion, the proposed ordinance passed its first reading by a 5-0 vote.

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	Yes

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING AND REPLACING CHAPTER 14, ARTICLE I, TO ESTABLISH A NUISANCE ABATEMENT PROGRAM; PROVIDING FOR THE CREATION OF A SPECIAL NUISANCE ABATEMENT TRUST FUND; PROVIDING FOR DEFINITIONS; PROVIDING FOR SUPPLEMENTAL MEANS FOR ENFORCEMENT; PROVIDING FOR POWERS AND DUTIES OF A NUISANCE INSPECTOR; PROVIDING FOR ENFORCEMENT PROCEDURE, COMPLIANCE REQUIREMENTS, PENALTIES, ATTORNEY'S FEES, REMEDIAL MEASURES AND IMPOSITION OF A SPECIAL ASSESSMENT AND LIENS TO RECOVER COSTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on November 14, 2022). *Sponsored by Commissioner Williams***

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

It was moved by Commissioner Williams, seconded by Commissioner Bass to discuss Agenda Item 16-B-1.

Mayor Taylor asked Commissioner Williams to introduce Agenda Item 16-B-1.

Commissioner Williams began by pointing out that the ordinance proposed by Agenda Item 16-B-1 is a long time coming and the Commission is finally

at the second reading. The Commissioner said that at a Commission Workshop 2 years ago, they had to outline their goals and strategies for where they wanted to move the City, and the top priority collectively for the Commission was beautification. She acknowledged that the Commission passed a lot of legislation based around beautification, and the proposed ordinance is just one such item. Providing just a little bit of background, Commissioner Williams said that when she initially introduced the item, it was open storage legislation and has now morphed to have further reach within the community, not just Residents but also Businesses. The Commissioner said she wanted to be clear for Residents and those that may not know the definition of a nuisance, explaining that it is broad and covers underbrush, weeds, rubbish, trash, grass, unsafe dwellings, junk cars, vermin, rodents, unsightly and unsanitary housing and improper swale maintenance. She also explained that the swale is the property above that the City owns. Commissioner Williams went on to explain that the proposed ordinance would require property owners to keep their property clean and if they don't, it would allow the City to clean the property and recoup the cost. The Commissioner said that after many Zooms between the City Manager, the City Attorney and her, she wants to thank everyone for their blood, sweat and tears. She explained that the City Administration will first conduct a workshop for Residents, 30 days before the ordinance goes into effect as further outreach to the Community. Commissioner Williams shared that she brought the legislation before her Colleagues as part of the City's push for beautification and getting the City clean, to start that process. The Commissioner further explained that after the workshop for all Residents, first a warning would be issued, followed by a citation. She said that if the citation is not addressed, then the City may proceed with the abatement and bill the property owner if it is not paid. Commissioner Williams added that the City will bill the property owner on their property taxes if the costs are not paid. Expressing her excitement, the Commissioner said that this is going to be a game changer for the City. Commissioner Williams concluded by once again thanking everyone that worked on the legislation with her.

Mayor Taylor opened the Public Hearing for Agenda Item 16-B-1.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 16-B-1.

Vice Mayor Ervin asked that when the Workshop is scheduled, that the City give the Community ample time so that they'll know what's going on, and are not notified a week or 3 days before it's actually going to happen.

Commissioner Williams stated that the Workshop will happen 30 days before the ordinance.

Commissioner Kelley acknowledged hearing Commissioner Williams state that the ordinance proposed by Agenda Item 16-B-1 is part of the beautification effort. The Commissioner also inquired about the Workshop 30 days prior to the ordinance taking effect, asking if Commissioner Williams or City Staff have decided how word is going to get out to make sure it does reach everyone.

Interim City Manager Williams stated that mailers will be sent to Residents for all Workshops, moving forward.

Commissioner Kelley shared his understanding that mailers are going out for all future Workshops.

Interim City Manager Williams confirmed that Commissioner Kelley was correct that mailers will be sent to Residents for all Workshops.

Commissioner Kelley asked how much it will cost to send mailers to all Residents for Workshops.

Interim City Manager Williams informed the Commission that it costs about \$5,000 to send a mailer to the Residents.

Commissioner Kelley stated that he supports the ordinance proposed by Agenda Item 16-B-1 because it is really just codifying what used to be called the Urban Rangers years ago. The Commissioner then asked how the funds in the trust fund will be used and whether the Nuisance Inspector would be a new position or if it will be absorbed within the City's Personnel.

Commissioner Williams deferred answering Commissioner Kelley's questions to City Attorney Norris-Weeks.

City Attorney Norris-Weeks stated that her Office doesn't have anything to do with how the City sets aside the money for the trust fund and said it was really a question for the City Manager. The City Attorney also addressed the question about the position of the Nuisance Inspector, stating that they or their designee will be the Administrator. She said that she assumes that

the Manager will designate someone to be the Nuisance Inspector, and she said that it's normally a Code Enforcement person that is charged with the duty of administering the applicable standards, reporting non-compliance and also would have the responsibility to make inspections, compile facts and evidence as well as prepare reports in addition to a few other things. The City Attorney added that they will be authorized to enter upon private property to enforce the provisions of the ordinance. She concluded by stating that the City Manager may have a better answer on how it's paid for.

Interim City Manager Williams stated that his Office's interpretation of the Nuisance Abatement Inspector is for them to be a Code Enforcement Officer, and he explained that they don't intend to hire new positions for that. The Manager went on to inform the Commission that he is still looking to review how they are going to assess the use of the trust fund, in the event that it is the will of the Commission to pass the ordinance proposed by Agenda Item 16-B-1. He concluded by sharing his understanding of the legislation, that the only time that would be necessary is if a property is assessed and is uninhabited and there's no easily identifiable owner.

Commissioner Kelley shared his understanding that the Nuisance Inspector will come from within the Department and he said that he assumes they don't need any special training. The Commissioner recalled that it was stated that the Nuisance Inspector would have to present before some enforcement agency, for compliance and asked if that would be done through the same kind of process currently used with the Special Master, or if it would be totally different.

City Attorney Norris-Weeks confirmed that it would be through the Special Magistrate.

Commissioner Kelley shared his understanding that the proposed position of the Nuisance Inspector would be separate from the regular Code Enforcement duties and Special Master, adding that he believes the ticket will obviously say something different than a regular one because the funding revenue is going into a different account.

City Attorney Norris-Weeks confirmed that the way Commissioner Kelley described it, is what should happen.

Commissioner Kelley expressed his hope that it would get brushed out a little bit more because he can see some challenges not so much with wanting folks to comply and have their properties clean, but how the City goes about

enforcement as well as determining who that person will be to make sure they're following the guidelines of the ordinance rather the general Code Enforcement one. The Commissioner asked if his understanding was correct that it will be left to the Manager, who will determine that because there's no funding in the budget for an individual Nuisance Inspector.

Interim City Manager Williams confirmed that Commissioner Kelley's understanding was correct.

Mayor Taylor stated that he supports the ordinance proposed by Agenda Item 16-B-1 and said that he is glad that Commissioner Williams explained it because he wasn't at the meeting during the first reading. The Mayor shared that he had explained to Manager Williams that he was a little uneasy because he didn't understand it and it didn't seem to be fleshed out like Commissioner Kelley said, adding that he had the same issues that he had with it. The Mayor concluded by thanking Commissioner Kelley for bringing that up and by once again thanking Commissioner Williams for explaining it.

There being no additional discussion, the proposed ordinance passed its second reading by a 5-0 vote.

Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

17. CITY MANAGER'S REPORT:

Interim City Manager Williams acknowledged long-time Resident Ms. Shalonda Rivers for being so supportive of cleaning up the City through the efforts to clean up Cordoba Courts. The Manager said that through her efforts, a meeting was secured with the Chief Executive Officer of Millennia, which owns Cordoba Courts, and they are now moving forward with a rehabilitation project for those units that have been a blight on the City for many years. Additionally, he shared that Ms. Rivers' efforts have made it possible for the Department of Housing and Urban Development to meet with the City of Opa-locka to assist the City in keeping Cordoba Courts in compliance. Manager Williams said that he was sad to say that Ms. Rivers is moving on and will likely no longer be a Resident of the City of Opa-locka, but he offered thanks on behalf of the City, the Commission and the Community of Cordoba Courts, urging her to come back and behold the fruits of her labor once the site is cleaned up.

Manager Williams then proceeded to stated that his Administration has a multi-department unit called the Illegal Dumping Task Force that is comprised of the Police Department, members of the City Manager's Office, Code Enforcement Department, Building & Licensing Department, Public Works Department and the Information Technology Department, which he said has been very successful. The Manager ask Captain Hugo Alvarado to deliver a presentation on the Illegal Dumping Task Force to the City Commission.

Police Department Captain Hugo Alvarado delivered a presentation on the Illegal Dumping Task Force to the City Commission.

Commissioner Williams said that she literally just looked over at the City Manager and said that she had a tear in her eye because this was the level that she saw it at when she proposed the illegal dumping legislation 2 years ago. The Commissioner said that she didn't know it would take off to this point, and she said that she was thrilled, elated and speechless. She concluded by thanking everyone, adding that this is just the beginning. Commissioner Williams shared that she can see how the illegal dumping signage and everything that is being done has slowed it down, while recognizing that it is not completely gone. The Commissioner explained that the goal has always been to let everyone know that we will not tolerate it in the City, recognizing that it has been tolerated for too long. She said that it is part of the beautification that is going to take the City to the next level and she looks forward to them showing the Commission mugshot after mugshot of people that are dumping in the City. Commissioner Williams recalled talking to Public Works Director Austin and Assistant City Manager Lawson since day one, and said that the Commission is committed to making the next level happen. She concluded by stating that she would like to see literature go out to the Residents, stating that the City will not tolerate dumping in our City or on their own property.

Interim City Manager Williams thanked Captain Alvarado. The Manager proceeded to note that it is the duty of the Commission to promulgate legislation and it is the duty of his Administration to enforce it. He said that the illegal dumping legislation was excellent and shared that they have been able to build upon it with the Illegal Dumping Multi-department Task Force. Manager Williams stated for the record that none of those arrested for illegal dumping have been Residents of the City of Opa-locka, and he said that what they are seeing are people and even businesses that are coming from outside of the City into the City to dump their refuse, garbage and other items. He joined Commissioner Williams in stating that this is not something that the City of Opa-locka will tolerate any longer, pointing out that the City was spending \$3,000 of taxpayer dollars per week to keep the Commerce North area between 22nd and 27th Street off of 147th clean, adding that they had a scenario with \$1 million of dumping off of Cairo Lane which his Administration did not have the resources to clean and had to reach out to the County for support. Manager Williams stated that the task force has been extremely effective and he said that they are happy to present the results to the Commission. He also shared that there is a hotline that residents have been calling to provide tips for a \$25,000 reward if the criminals are caught. The Manager reported that one criminal has been caught based off of a tip from the hotline, but the person did not identify themselves because they wanted to remain anonymous so

the City is unable to provide them with the reward. Manager Williams concluded by recognizing that the efforts of the Commission and Administration are working.

Mayor Taylor asked if illegal dumping can be reported on the Build Better Opa-locka app.

Manager Williams confirmed that illegal dumping tips can be reported on the Build Better Opa-locka app, and he offered assurances that the City will act on it.

Mayor Taylor stated that he just wanted to make sure that Residents know they can report illegal dumping on the Build Better Opa-locka app as well.

Manager Williams then proceeded to inform the Commission that for the first time in the history of the City of Opa-locka, the Police Department has been invited by other agencies to participate in a multi-department task force, which he said has been to the delight of Residents who the Manager reported, have seen the efforts of those departments. The Manager invited Detective Krotenberg to deliver a presentation on the multi-department task force to the Commission.

Police Department Sergeant Krotenberg delivered a presentation on the Multi-Agency Taskforce to the Commission, including the Opa-locka Police Department's participation in the following taskforces:

- IRS Criminal Investigations Taskforce
- Miami-Dade Homicide and Violent Crime Taskforce
- Wolfpack Operation
- FBI Violent Crime Taskforce
- FBI Public Corruption Taskforce
- MDPD Auto Theft Taskforce
- DEA South Florida Operations
- ATF Street Terror Offender Program
- ABT Investigations

Commissioner Bass commended the Police Department for their work to keep the City's neighborhoods safe.

Mayor Taylor asked how often the Police Department participates in the Multi-Agency Taskforce.

Detective Krotenberg informed the Commission that the Police Department participates in the Multi-Agency Taskforce at least once a month and sometimes two times, citing the example of the holiday season. He added that the Police Department welcomes anybody from any other agency anytime they want to come in and help out.

Commissioner Kelley asked if the Multi-Agency Taskforce initiative is under the umbrella of the memorandums of understanding that all 34 municipalities have.

Detective Krotenberg stated that the Police Department has mutual aid pacts signed with Miami-Dade County and every agency that participates, which he said outlines

responsibilities and what happens if there is an incident, including establishing the chain of command.

Commissioner Kelley asked if the City of Opa-locka's Memorandums of Understanding are current as of now.

Detective Krotenberg stated that the City of Opa-locka's Memorandums of Understanding are current.

Manager Williams thanked Detective Krotenberg for his presentation. The Manager also informed the Commission that the first assignment that Police Chief Israel took on was to meet with every single agency individually to discuss the memorandums of understanding, adding that they are active. Manager Williams concluded by stating that the community is changing, and the perception of the Police Department is also changing, leading to other agencies approaching the Manager's Office for collaboration. He pointed out that when he was first appointed as City Manager, he was having to email or text the Commission almost daily to make them aware of major crimes, and said that the communication has dropped significantly, adding that Residents are calling his Office every day to thank the Police Department for the decrease in crime in the City's neighborhoods and he said that he is looking forward to a formal presentation on the data points and comparative analysis of the decrease in crime in April.

Commissioner Kelley asked Manager Williams to notify him anytime something goes out to the media so that he knows what's going on in the City, adding that he hopes the Manager does it for everyone. The Commissioner stated that he doesn't need to know specifics, but needs to know something has happened, because he said that once the media gets it, Citizens hear it, and he wants to be able to have some kind of response if they call him. He said that there have been several situations where information went out about shootings or things of that nature and it was incorrect but Commissioner Kelley lamented that he had no way of verifying, adding that the notifications can be sent to him via text. Commissioner Kelley then proceeded to share that he has heard loud music throughout the community especially during the holiday season, pointing out that the City has a noise ordinance in place and stating that he would hope that Code Enforcement and the Police Department would adhere to it because he said that they are de facto Code Enforcement especially at night. He shared that he has heard music until 1:00 or 2:00 in the morning and said that there's no way if he hears it, that whoever's patrolling in the zone can't hear it. Commissioner Kelley concluded by stating that he would talk to Manager Williams or send him an email about the other items he was concerned about.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

Mayor Taylor proposed to remove Future Agenda Items from the Commission Meeting Agenda.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to approve the addition of Mayor Taylor's proposed Item to remove Future Agenda Items from the City Commission Meeting Agenda, to a future Commission Meeting Agenda.

There being no discussion, the proposed future agenda item passed by a 3-2 vote.

Commissioner Williams	No
Commissioner Bass	No
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Mayor Taylor	Yes

Mayor Taylor stated that the City of Opa-locka is moving in a different direction and noted that when you speak to people they all talk about a dark cloud over the City. The Mayor shared that in a conversation with the City Manager and City Clerk, he pointed out that there is literally a dark cloud over the City in the City Seal. The Mayor proposed that a new City Seal be adopted, removing the dark cloud that's over the City and replacing it with a sun or something that brings light to the Community as Opa-locka moves into a different and brighter direction.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin to approve the addition of Mayor Taylor's proposed Item to adopt a new City Seal, to a future Commission Meeting Agenda.

There being no discussion, the proposed future agenda item passed by a 5-0 vote.

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Mayor Taylor	Yes

Commissioner Kelley proposed to add to a future Commission Meeting Agenda, a resolution to carry out the resolution that was passed earlier in the year, setting in motion the process for a permanent City Manager.

Mayor Taylor asked if Commissioner Kelley's proposed future agenda item was to carry out a national search.

Commissioner Kelley stated that he wants to carry out the resolution that was passed earlier in the year by the previous Commission, which included a national search.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to approve the addition of Commissioner Kelley's proposed Item to set in motion the process for a permanent City Manager, to a future Commission Meeting Agenda.

There being no discussion, the proposed future agenda item passed by a 5-0 vote.

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	Yes

Interim City Manager Williams informed the Commission that his Administration reviewed the legislation passed by the previous Commission for the process for a permanent City Manager to execute it, and he said that the last time the City of Opa-locka conducted a national search, it was done on a piggyback. The Manager explained that it was the intention of his Office to bring a resolution during the Commission Meeting, to conduct a piggyback to execute a national search but unfortunately after searching all over the State of Florida, there are currently no cities that have recently conducted a national search for a City Manager that the City could piggyback. He stated that his Administration intends to bring before the Commission, a resolution for a request for proposals for a national search firm, at the next Commission Meeting.

Mayor Taylor asked if Commissioner Kelley was satisfied, in consideration of the fact that he proposed the future agenda item to set the motion in process for a permanent City Manager.

Commissioner Kelley asked to leave his future agenda item as is and he said that he would deal with the City Attorney on how he would like to proceed.

20. MAYOR/COMMISSION REPORTS:

Vice Mayor Ervin shared that for Thanksgiving as a leader of the Booster Club, she partnered with DTLR to give out 100 turkeys. The Vice Mayor said that they were about 10 people short and Make A Wish Veterans donated the extra 10 turkeys. She also said that she had the pleasure of attending the soft opening of The Licking, which she said was very nice, adding that she has gone back a couple of times since then. The Vice Mayor then went on to share that the Community Holiday Bingo was a great success, thanking Mayor Taylor for allowing her to co-host the event with her and thanking former Commissioner Dominguez for giving them a major hand by calling the numbers in Spanish. Noting that there were over 100 Residents who enjoyed Holiday Bingo with them, the Vice Mayor thanked the Parks & Recreation Department and City Manager's Office for helping

them get everything together. Vice Mayor Ervin also said that the Swearing-in Ceremony was amazing and thanked the Clerk's Office. She then thanked all those that had something to do with the Street Naming Ceremony for her friend and brother Commissioner Alvin Burke, adding that it was a beautiful job. Vice Mayor Ervin also shared that she had the pleasure of visiting businesses in Opa-locka on Tuesday with Community Police Officer Chiverton, and she said it was very nice, adding that she would love to do it again and thanking Police Chief Israel and the City Manager. The Vice Mayor invited the Community to the Toy Drive at Sherbondy Park on Saturday from 11 am to 4 pm, adding that registrations for kids are still being accepted because they would like to get as many kids registered for the toys. She expressed her hope that everyone would come out and join the event.

Commissioner Kelley commended Commissioner Bass for hosting the street naming ceremony for Commissioner Burke in his memory, stating that he thought it was a great idea. The Commissioner said that next time, he recommended that they have it flat on the floor so they don't have to step up. He commended Commissioner Bass, the City Manager's Administration, the Clerk's Office and everyone who had a hand in that street naming for the late Commissioner Burke. Commissioner Kelley then thanked Mayor Taylor for allowing him to co-host the Holiday Bingo the last Friday with Vice Mayor Ervin, acknowledging that it was a great turnout and stating that being together in Community is what the City is all about. He proceeded to share that he is working on several initiatives that for the most part will start in January, and he said that everyone of his colleagues on the Commission are always invited to co-host or co-sponsor, pointing out that co-sponsor means money while co-host means just your name, and he asked them to let him know through the City Clerk's Office. Commissioner Kelley then invited everyone to the City's annual MLK walk which will take place on January 14th at 9 am. He said that he has had meetings with the City Manager's Office, and invited his Commission colleagues to let the Clerk's Office know if they want to co-host because it is a budgeted item that the City is doing annually so it doesn't come out of their funding. Commissioner Kelley stated that he would be more than glad to have his Commission colleagues be part of the MLK walk whether they co-host or not and he said that more details will be coming. He then announced that Meet Me Monday will be back on the 2nd Monday of each month at a location somewhere in the City, with the first one on January 9th at 6 pm at Renewed Bethel Church located at 15000 NW 27th Avenue. For those who are not familiar with it, Commissioner Kelley explained that Meet Me Monday is something he has done for many years during which he goes out in the Community somewhere and has a meeting to hear and address the concerns of the Residents. The Commissioner said that he does not ask for Staff to come, but said that he will write down all of the comments and concerns to bring them to the City Manager's Office, adding that if the Manager desires to have Staff come, they can but he stated that it's not something that he is requiring or asking. Reiterating that the idea is to hear the concerns of the Residents where they are because many of them don't

come in person to the City Commission's Meetings. Commissioner Kelley invited any of his Commission colleagues who would like to just show up and be part of Meet Me Monday, adding that the Clerk's Office will notice and publicize that the elected officials may be in attendance. He said that if they want to come by and just show their face from time to time, they are more than welcome. Commissioner Kelley stated that Farm Share will be back on January 4th and is going to take place every 1st Wednesday of the month at the Sherbondy Pavilion from 10 am to 1 pm, which he said Vice Mayor has asked to co-sponsor, adding that he is willing and very glad to have anyone else. Acknowledging that some of his Commission colleagues are working and can't make it all the time, the Commissioner said that they are more than welcome to come through, recalling that Commissioner Bass used to come through every now and then on her lunch break. Recognizing that the food shortage is still a major challenge in the Community, Commissioner Kelley said that they want to do it in partnership with Farm Share and thanked the Clerk's Office for working hard to bring that to pass. The Commissioner also stated that he is working to get Feeding South Florida back in the Community the 3rd Friday of each month, so the City can have one opportunity on both sides of the Community, in case someone can't get to one but can get to the other. Commissioner Kelley concluded by stating that he is always looking at other initiatives that can strengthen and empower the Community, as they continue to move the City forward.

Mayor Taylor said that Vice Mayor Ervin took all of his thank yous and said that he agreed with everything she said. The Mayor then shared that he had the honor of hosting the MLK walk while Commissioner Kelley was not on the Dais, and asked if he would allow him to co-sponsor that with him, in addition to helping with the Farm Share food distribution with Vice Mayor Ervin. He added that he would just show up to Meet Me Mondays.

Commissioner Kelley stated that his Commission colleagues can just come by wave and keep going for Meet Me Mondays.

Mayor Taylor said that the Commission needs to make a decision on whether or not they are going to meet on December 28th which is a couple of days after Christmas and right before the New Year.

It was moved by Commissioner Kelley, seconded by Commissioner Williams to cancel the December 28th Regular Commission Meeting.

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

Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes

Vice Mayor Ervin	Yes
Mayor Taylor	Yes

Commissioner Williams stated that she would like for the Commission to discuss dates in January for strategic planning so that they outline their goals as a Commission. The Commissioner suggested a Saturday because she said that it may be something that will take an extensive amount of time. She said that she liked the fact that the Commission brought in their goals and objectives individually and bucketed them together. Additionally, she suggested that the Commission should bring in someone to facilitate that strategic planning.

Mayor Taylor stated that it was exactly what he had in his notes. The Mayor said that he is in total agreement and thinks that they need to bring the Commission together so they are all moving cohesively in the same direction, and he said that he will anticipate the call from the Clerk's Office to poll the Commission.

21. OFFICIAL BOARD APPOINTMENTS:

Mayor Taylor stated that he was going to appoint Audrey Dominguez to the Planning & Zoning Board but also wanted to appoint her to the Civil Service Board, but he noted that the City's Code says that Members of the Planning & Zoning Board shall hold no other public office or position in the City of Opa-locka and thus he asked City Attorney Norris-Weeks if she can serve on both boards.

City Attorney Norris-Weeks informed the Commission that the issue had been looked at and stated that the position that is referenced when compared with the City Code and how position is used, is normally intended to mean employee position and public official.

Mayor Taylor appointed Audrey Dominguez to the Civil Service Board.

Vice Mayor Ervin appointed John Riley to the Civil Service Board.

Commissioner Kelley appointed Brian Dennis to the Community Relations, Recreations and Activities Board.

Mayor Taylor appointed Floralba Wright to the Community Relations, Recreations and Activities Board.

Mayor Taylor noted that there was one application provided to the Commission for the Historic Environmental Preservation Board for W Robert Smith, who he pointed out is not a Resident of the City of Opa-locka.

City Clerk Flores informed the Commission that up to 4 Members who are not Residents of Opa-locka can be appointed to the Historic Environmental Preservation Board, and the appointments should be made on the basis of civic pride, integrity, experience and interest in the field of historic preservation and city beautification. The Clerk noted that Mr. Smith does have history as the former Chair of the Miami-Dade County Historic Preservation Board.

It was moved by Mayor Taylor, seconded by Commissioner Bass to appoint W Robert Smith to the Historic Environmental Preservation Board.

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

Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Mayor Taylor	Yes

Mayor Taylor proposed to appoint Audrey Dominguez to the Planning & Zoning Appeals Board.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to appoint Audrey Dominguez to the Planning & Zoning Appeals Board.

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

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Mayor Taylor	Yes

22. ADJOURNMENT:

Mayor Taylor thanked all of the Citizens that tuned in to the meeting, the guests that remained in the Commission Chambers and to the City Staff for ensuring that business was taken care of.

It was moved by Commissioner Kelley, seconded by Commissioner Williams to adjourn the meeting.

There being no further business to come before the City Commission, the meeting was adjourned at 9:58 p.m.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO PERFORM A WATER, WASTEWATER, AND STORMWATER RATE STUDY FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a need to update City of Opa-Locka's ("City") Water, Sewer and Stormwater rates to ensure that these Funds generate sufficient revenues to cover operating expenses as well as fund infrastructure improvements; and

WHEREAS, the Interim City Manager recommends that the City Commission authorize the issuance of a Request For Proposals (RFP) to obtain consulting services to develop recommendations to ensure the financial well-being of said funds; and

WHEREAS, the City previously observed a rate plan which recognized the need for increasing rates to ensure the Water-Sewer and Stormwater funds were capable of covering operating costs while also investing in infrastructure improvements. For the Water-Sewer Fund, in particular, this meant upgrading an older system with insufficient capacity for future city growth. For the Stormwater Fund, this meant installation of a storm drainage system in need of upgrades in several portions of the City; and

WHEREAS, between October 1, 2015 and October 1, 2018, Water-Sewer rates were programmed to increase by Twenty-Six percent (26%) while Stormwater rates were programmed to increase by Two Hundred Fifty Eight percent (258%); and

WHEREAS, in 2018, pursuant to Ordinance 18-13, due to a concern of increasing rates while the City and its residents were experiencing financial challenges, the City Commission rolled rates back to 2015, with the added provision that there would be no rate increases until a rate study was completed; and

WHEREAS, consequently, the City is currently using Fiscal Year 2016 rates (effective October 1, 2015) to pay for Fiscal Year 2023 expenditures, which have grown significantly since Fiscal Year 2016; and

WHEREAS, additionally, for Fiscal Year 2023 the Water-Sewer Fund is budgeted for a loss of One Hundred Sixty-Four Thousand, Nineteen Dollars (\$164,019.00). This includes no Water-Sewer infrastructure investment from this fund due to lack of available funds; and

WHEREAS, the Stormwater Fund is in better financial condition with the Fiscal Year 2023 budget indicating that current year revenue is sufficient to cover operating expense while providing Four Hundred Fifty-Seven Thousand, Twenty-One Dollars (\$457,021.00) for Stormwater infrastructure investment. However, with the City's storm drainage system requiring investment in the tens of millions of dollars range, to substantially mitigate citywide flooding, the ability of the Storm water Fund to contribute to these needs is insufficient; and

WHEREAS, the City continues to upgrade both the Water-Sewer and Stormwater infrastructures with grants and loans, but these sources are not reliable and require City funding, in the form of grant matches or debt repayment. To have this funding available will require rate increases. Consequently, it is recommended that an RFP be issued to obtain a consultant to develop rate options for City Commission consideration; and

WHEREAS, the Interim City Manager recommends that the City Commission approve the issuance of an RFP to obtain a rate consultant to prepare options for City Commission consideration in order to strengthen the financial health of the Water-Sewer and Stormwater Funds and further authorizes spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the Interim City Manager to issue an RFP for a qualified consultant to perform a Water, Wastewater and Stormwater Rate Study for the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

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

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

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to issue Request for Proposals (RFP), attached hereto as Exhibit "A", for provision of a qualified consultant to perform a Water, Wastewater and Stormwater Rate Study for the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

Section 3. 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 Interim 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. 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** _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	01/25/2023		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
					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 to issue an RFP to select a qualified consultant to perform a Water, Wastewater, and Stormwater rate study

Staff Summary:

Issue / Recommendation: There is a need to update Water, Sewer and Stormwater rates to ensure these Funds generate sufficient revenue to cover operating expense as well as fund infrastructure improvement. Staff recommends the City Commission authorize the issuance of a Request For Proposal (RFP) to obtain consulting services to develop recommendations to ensure the financial well-being of these funds.

History: The City previously had a rate plan which recognized the need for increasing rates to ensure the Water-Sewer and Stormwater funds were able to cover operating costs while also investing in infrastructure improvements. For the Water-Sewer Fund, this meant upgrading a very old system with insufficient capacity for a growing city. For the Stormwater Fund, this meant installation of a storm drainage system which was lacking in several portions of the City. Between October 1, 2015 and October 1, 2018, Water-Sewer rates were previously programmed to increase by 26% while Stormwater rates were programmed to increase by 258%.

Due to a concern of increasing rates while the City and its residents were experiencing financial challenges, in 2018 the City Commission rolled rates back to 2015, with the added provision that there would be no rate increases until a rate study had been completed. (Ordinance 18-13) Consequently, the City is currently using FY 16 rates (effective October 1, 2015) to pay for FY 23 expenditures, which have grown significantly since FY 16.

Consequently, for FY 23 the Water-Sewer Fund is budgeted for a loss \$164,019. This includes no Water-Sewer infrastructure investment from this fund due to lack of available funds. The Stormwater Fund is in better financial condition with the FY 23 budget indicating that current year revenue is sufficient to cover operating expense while providing \$457,021 for Stormwater infrastructure investment. However, with the City's storm drainage system requiring investment in the tens of millions of dollars range to substantially mitigate citywide flooding, the ability of the Stormwater Fund to contribute to these needs is insufficient.

Current Activity: The City continues to upgrade both the Water-Sewer and Stormwater infrastructures with grants and loans, but these sources aren't reliably available and also require City funding, in the form of grant matches or debt repayment. To have this funding available will require rate increases. Consequently, it is recommended that an RFP be issued to obtain a consultant to develop rate options for the City Commission's consideration.

Financial Impact: The immediate impact of the issuance of an RFP will be up to \$3,000 in advertising cost to ensure this opportunity is made aware to the broadest possible range of potential bidders. This will be funded from the advertising account in the Non-Department Division. The long-term financial impact, subject to future City Commission approval, will be the implementation of rates that will permit the City to move forward more aggressively in making the necessary upgrades to its Water-Sewer and Stormwater infrastructures.

Proposed Action:

Staff recommends the City Commission approve the issuance of an RFP to obtain a rate consultant to prepare options for City Commission consideration to strengthen the financial health of the Water-Sewer and Stormwater Funds.

Attachment:

1. Agenda
2. RFP

City of Opa-locka



RFP NO: 23-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

WATER, WASTEWATER, AND STORMWATER RATE STUDY



CITY OF OPA-LOCKA
RFP NO. 23-XXXXXXX

WATER, WASTEWATER, AND STORMWATER STUDY

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CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 23-XXXXXXX

WATER, WASTEWATER, AND STORMWATER RATE STUDY

Sealed Proposals for the Water, Wastewater, and Stormwater Rate Study 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, **Friday, February 10, 2023 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 eight (8) copies for a total of nine (9) 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 Water, Wastewater, and Stormwater Rate Study**.

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: 23-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, January 26, 2023 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, 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=UGFpTmFpbE52c2d0ZnBTenB4Z2lHZz09>

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/j/4638013145?pwd=UGFpTmFpbE52c2d0ZnBTenB4Z2lHZz09>

Joanna Flores, CMC
City Clerk



RFP NO. 23-XXXXXXX

WATER, WASTEWATER, AND STORMWATER RATE STUDY

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is soliciting proposals to provide professional rate study consulting services to perform a comprehensive **Water, Wastewater, and Stormwater** rate study for a 10-year planning period.

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 Friday, February 10, 2023. 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. 23-XXXXXXX -WATER, WASTEWATER, AND STORMWATER RATE STUDY**. 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 eight (8) copies (a total of 9) 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 Workplace (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 PROFESSIONAL SERVICES:

The City of Opa-locka, Florida is located in Miami-Dade County. The City provides water and wastewater services to approximately 15,000 residents and 5,500 customers, respectively; with stormwater services to approximately 6,400 customers. For further information about the City of Opa-locka, you may visit our website (<http://opalockafl.gov>).

The City desires to retain the services of a professional utility ratemaking consultant to perform a comprehensive Water, Wastewater, and Stormwater Rate Study. It is anticipated that a master contract for utility rate and related work will be awarded for a three (3) year period. Task orders for specific assignments will be authorized under the terms of the contract, the first of which will be the Water, Wastewater, and Stormwater Rate Study described herein. The contract will be a continuing services contract that may result in additional work in addition to the Water, Wastewater, and Stormwater Rate Study. Respondent shall be prepared to provide additional consulting tasks to the City on the same rates and terms, as may be requested by the City. The contract will be renewable for additional terms upon mutual written agreement of the City and the selected Respondent.

Current Rates

The City currently has in place a water rate structure that includes a monthly base facility charge, a customer charge and an increasing block tier structure. The wastewater rate structure consists of a monthly base facility charge, a customer charge and a flat wastewater rate for residential customers up to 15,000 gallons per month; and a wastewater rate structure consisting of a monthly base facility charge based on meter size, a customer charge and a usage charge with no cap for non-residential customers. The current rates for water and wastewater have been in place since 2007. The City's current rate structure is available on the City's website within the Municipal Code.

SECTION 1. GENERAL SCOPE STATEMENT

Scope of Services

The first task will be to conduct a comprehensive water, wastewater, and stormwater rate study. Respondent should be able to conduct a detailed utility rate study providing justifiable and equitable methodologies for appropriate user fees that are adequate to fully fund the expenses associated with utility system operations (including General Fund Administration), Renewal & Replacement and capital improvements through Fiscal Year ending September 2033. The scope of services for the water, wastewater, and stormwater rate study is as follows:

1. Revenue Sufficiency Analysis - Conduct a five (5) year revenue sufficiency analysis, including the development of a projection of water, wastewater, and stormwater rate revenue requirements and required water, wastewater, and stormwater rate revenue increases that are needed in each year of the projection period to fund all water, wastewater, and stormwater system requirements, including capital expenditures.
2. Specific Rates - Develop specific water, wastewater, and stormwater rates to meet the City's rate policy objectives, comply with generally accepted rate making practices and provide the required water, wastewater, and stormwater rate revenues identified in the revenue sufficiency analysis of Item 1.
3. Customer Impact Analysis - Perform an analysis of the impact of proposed water, wastewater, and stormwater rates upon the customers of the system(s).
4. Comparative Rate Survey - Prepare a comparative analysis of the impact of the City's current and proposed water, wastewater, and stormwater rates upon typical customers' monthly bills to other utilities in the Miami-Dade County region.
5. Rate Resolution/Ordinance - Assist in the development of water, wastewater, and stormwater rate resolutions and/or ordinances to enact the proposed rates, assuming adoption by the City.
6. Commission Workshop/Hearings - Attend one (1) workshop with the City Commission and at least two (2) public meetings for adoption of water, wastewater, and stormwater rates.

Submission Requirements

Respondents should provide the following:

1. Qualifications – A statement of its qualifications to provide water, wastewater, and stormwater rate studies and related services in accordance with the specific tasks listed in Section 2.
2. Project Team - Identification of the specific consultants to be assigned to this project, their roles, a summary of their individual qualifications and experience, and detailed resumes for each.

3. *Project Approach* - A general description of Respondent's approach to the water, wastewater, and stormwater rate studies and a detailed task plan that addresses the scope of services.
4. *Fee and Time for Completion*
 - a. A fee proposal for the conduct of the water, wastewater, and stormwater rate study, identifying total hours and fee by task and for the total project.
 - b. Identify a schedule of hourly rates for the assigned consultants.
 - c. A statement as to the expected calendar time that will be required for completion of the water, wastewater, and stormwater rate study.
5. *Innovative Techniques or Methodology* - A discussion of any innovative techniques or methodology that you will use in this study that have a proven history of providing responsive and cost effective results on similar studies.
6. *Client References* – Client references for the firm and the individual consultants to be assigned to the project. Include name, title, organization, address, and telephone number.

SECTION 2. TASKS

Pursuant to the GENERAL SCOPE STATEMENT above, the successful Respondent ("Consultant") shall perform all services and/or work necessary to complete the following task and/or provide the following item(s):

BACKGROUND DEVELOPMENT

Utility rate modeling, and associated long-range forecasting of revenue and expenses, necessitates careful scrutiny of available data upon which a study is predicated so that the model can be implemented with confidence and with reasonable certainty of fairness and equity. Validation of accepted policies, practices, and procedures to ensure model reliability, predictability and rate stability over the long term is essential for model usefulness. Accordingly, the Consultant shall meet with City staff to review and discuss available documentation including, but not limited to, Utility Billing records, historical budget documents and audit reports, ordinances, policies, operation and maintenance practices, General Fund reimbursement formula, etc.

Validation: Specifically, the Consultant shall review, analyze and validate the reasonableness of the following:

- Current methodology used to justify payments to the General Fund for services rendered to the Water and Wastewater, and Stormwater Enterprise funds
- Current Water and Wastewater Fund Renewal/Replacement Funding Methodology, considering long-term capital improvement needs, debt service opportunities and associated funding sources/levels
- Current operating revenues/expenses
- Current conservation strategies, and
- Current fee structure

Operational Opportunities: Specifically, the Consultant shall perform the following:

- Compare and contrast the City's operational revenues/costs with other municipal/county operations (preferably Florida) of comparative size and treatment levels/processes to identify areas for potential improvement.
- The Consultant shall review and compare the prevailing rates and charges of neighboring and/or similar utilities, review operating costs in relations to revenue for unusual trends.
- Prepare an itemized list, with associated dollars so identified, of opportunities for revenue enhancement.

Key Assumptions: Specifically, the Consultant shall provide a formal listing of key assumptions (or policies) to be applied to the utility rate study. The assumptions shall be reviewed, modified (if necessary) and applied upon receipt of the City's concurrence.

Reporting: The Consultant shall present the findings in the rate study final report in a clear and concise manner. Revenue enhancement opportunities shall be thoroughly described including the means and methods for their capture. The report should include detailed recommendations for changes, if any, to current practices and/or procedures to improve water, wastewater, sanitation, and stormwater financial self-sufficiency. The Consultant shall provide a schedule for timely and coordinated execution of all essential aspects of the report per the Time Schedule set forth in Section 5 below.

The City has an adopted financial policy that enterprise funds are self-supporting. The City seeks to establish water, wastewater, and stormwater rates that cover the true cost of providing water, wastewater, and stormwater service to customers, maintains positive working capital and positive cash balances as well as meets debt service requirements, O&M costs, R&R costs and capital improvements needs. In doing so, the proposed rate structure shall ensure an equitable effect of all charges on future and current users. The Consultant shall also continue the City's commitment to a water rate structure that encourages water conservation.

The Consultant is to present three alternatives (based on variations in inputs: R&R, etc.) displaying water, wastewater, and stormwater rate structures sufficient to meet the City's financial responsibilities through September 2033, to include any alternative revenue enhancements. The Consultant shall provide net operating statements for the water, wastewater, and stormwater functions through September 2033 applying the City's current budget format. The net operating statements shall reflect the debt covenant ratio and any adjustments needed to derive said ratio. The Consultant shall provide cash positions at the end of each fiscal year. These are minimum requirements; the City is willing to entertain other options.

General Issues for Consideration: The Consultant shall include the following criteria in preparation of the rate study.

- Bond Compliance in Accordance with the Capital Improvement Revenue Note, Series 2006
- Establishment of an Enterprise Fund Standard (self-supporting)
- Continuance of Current Watering Restrictions

Specific Issues for Consideration: The Consultant shall develop a utility rate model by addressing, at a minimum, the following requirements.

- Refinement of Current Monthly Base Charge, Customer Charge Unit Charge and Tiered Block Structure within water conservation rate structures per DEP rules and the City's Water Use Permit
- Merits of Consumer Price Index (CPI) Rate Adjustments
- Consumption/revenue elasticity based on proposed rate increases
- Separate considerations for wastewater systems supporting unincorporated areas

- Adequate & Equitable Consumption, Base and Customer Charges

The Consultant shall project water, wastewater, and stormwater service parameters for the next ten (10) years, including current and future customer use patterns. The Consultant shall perform a financial sensitivity analysis on utility operations considering such factors as capital program implementation, regulatory changes, use capital projects, and other such issues that may cause a need to review financial policies. The Consultant shall forecast annual revenue requirements for the potable water, wastewater, and stormwater system for planning and rate evaluation purposes and provide recommendations for a utility rate implementation schedule should a phased or staggered increase be desirable.

Support Services: The City will provide copies of annual budgets, audits, operating and maintenance expenses, long-range strategic plans, capital improvement plans and other information of value for the preparation of the study. Appropriate City staff will be made available for interviews and to gather data the Consultant determines is essential in creating the mathematical rate calculating model and final written report.

Additional Services: The City may request the Consultant to complete additional tasks or projects on the same rates and terms, as may be requested by the City throughout the term of the contract awarded from this RFP. The requirements for future tasks or projects, including project deliverables, reporting requirements, and a timeline for completion of any additional tasks will be provided in detail with the City's request(s) for additional services. Nothing contained within this RFP shall be construed as a representation or guarantee that additional work will be requested of the Consultant.

SECTION 3. RATE STUDY DELIVERABLES

The Consultant shall provide eight (8) bound copies of a draft report for City staff's review. The Consultant will respond to questions arising from a review of the draft report and incorporate review comments into the final report submittal. The Consultant shall provide eighteen (18) bound copies of the final report to the City. The final report shall also be provided in Microsoft Word and pdf format for City use.

A computer-generated, rate-calculating Excel[®] model shall be developed to compute water, wastewater, and stormwater rates under the proposed methodology. This model is to be provided to the City with the final report. The model must be user-friendly and written for use as a management tool by staff in the preparation of the annual budget, testing "what if" scenarios, etc. Prior to beginning work, Consultant will meet with Project Manager to clarify appropriate variables comprising the model.

Furthermore, the Consultant should anticipate attending at least one City Commission workshop to present and defend the report and to attend at least two subsequent public meetings to adopt any approved recommendations.

SECTION 4. SELECTION PROCESS

In order to ascertain which proposal and organization best meets the needs of the City, each proposal will be independently evaluated, according to prescribed evaluation criteria found in **Appendix A**, by a selection committee of qualified City staff. In the event that interviews are deemed necessary, Respondent will be contacted in order to schedule a mutually agreeable date and time for the interview.

It is anticipated that a final decision on the firm to be selected will be made on June 6, 2016. All Proposers will subsequently be contacted and advised of the Commission decision.

Upon award, the Consultant and the City shall be deemed to have entered into the *Agreement for Consultant Services*, attached as **Appendix B**. This document establishes the contract that will be created upon award and should be thoroughly understood prior to submission of a proposal in response to this RFP.

SECTION 6. COST OR PRICE SUMMARY

Respondent shall complete and submit a fee proposal as provided for in Section 7, Part E of this RFP.

SECTION 7. PROPOSAL REQUIREMENTS

Proposals shall be based on the above scope of services. Any modifications to or deviations from the scope of services shall be specifically stated in the response. Please review this Request for Proposal carefully to ensure your understanding of all City requirements prior to developing your proposal.

Please submit the following information in your proposal (in the order shown below) to assist in the selection process.

- Part A. A summary of your firm’s proposed work plan, approaches to the project, and understanding of the project requirements.

- Part B. Why your firm is best qualified to provide the desired services.

- Part C. An exhibit showing the individuals comprising the project team. In conjunction with this, please provide a listing of similar projects handled by this project team. Provide at least three (3) recent client references, including name of jurisdiction, name of contact and telephone number.

- Part D. An exhibit showing your firm's ability to comply with the Time Schedule. If you cannot meet the Time Schedule, identify the time required to complete the work outlined in this RFP.

- Part E. Fee proposal for performance of the services requested by this RFP. The City does not intend that fee proposals submitted for this solicitation will be the total and final fee for this project, nor does the City intend this to be a bidding situation for professional services. The City understands that adjustments in the scope of services may be required. The City does intend that a fee proposal submitted as a result of this solicitation will be considered as part of the basis for selection of a Consultant but may choose, in its sole and absolute discretion to negotiate fees with the successful Respondent. The fee proposal should include not-to-exceed costs for the study and should include all travel, food, and lodging costs, and other out-of-pocket costs, as these will not be reimbursed separately.

- Part F. Any modifications in the City's scope or project emphasis that would, in your professional judgment, better serve the intent of the project.

- Part G. Other information for consideration.

Each firm is asked to follow the above format in structuring its proposal. Back-up information (i.e., resumes, certifications, etc.) is welcome as a part of Part "G" (at your option).

Provide a recent sample report completed for a similar public entity.

Part H. Appendix C - Proposal Form

Appendix D – Sworn Statement on Public Entity Crimes

SECTION C GENERAL CONDITIONS

Respondents are required to submit proposals upon the conditions expressed in these instructions. In the case of a conflict between these General Conditions and the specific conditions set forth in Section [B], the specific conditions shall control. The provisions of this RFP will be incorporated into any resulting contract as if every detail of the RFP Documents were stated therein. The RFP Documents shall constitute all documents released by the City as a part of this RFP, including any addenda released following the initial issuance of this RFP.

1. RESPONDENT'S ABILITY:

It is the intent of the City to award a contract for this work to a Respondent whose experience, skill, and financial resources are fully equal to the task of prosecuting the work in a rapid and satisfactory manner, and successfully completing it within the time limit set. Upon request by the City, any Respondent shall be prepared to submit an attested statement of his ability, financial status, and history.

2. PROHIBITED INTERESTS

No Member of or Delegate to Congress, City Commissioner, or City Employee shall be permitted any share or benefit that may arise from this RFP. No official, employee, architect, attorney, engineer, or inspector authorized by the City to exercise any legislative, executive, supervisory, or other similar functions in connection with this RFP, shall become directly or indirectly interested personally in this RFP, or the resulting contract or in any part thereof, or to any subcontract, insurance contract, or any other contract pertaining to the services sought by this RFP.

3. RESPONDENT'S OBLIGATION OF EXAMINATION

All of the conditions known to affect the performance of the work have been described in the RFP Documents. Upon written request within the time period for questions, additional information pertaining to existing conditions in the possession of the City will be provided to the Respondents. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Respondents are required to examine the RFP Documents and any other information that may be on file in the offices of the City. No ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this RFP, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Respondent to fulfill in every detail all the requirements of the RFP Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

4. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in Appendix A to this RFP.

Award of the contract will be to the Respondent who has submitted the most responsive and responsible proposal as determined by City staff and City Commission. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified Respondent.

5. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the Respondent that it has made itself familiar with, and shall at all times observe and comply with, federal, state, and local laws, ordinances, codes, and regulations, which may bear on the services procured by this RFP. No plea of

misunderstanding will be considered on account of ignorance thereto. The Respondent shall indemnify and save harmless the City and all of its officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by itself, its employees, subcontractors, or agents.

6. PREPARATION OF PROPOSALS AND SIGNATURE BY AUTHORIZED REPRESENTATIVES

The Respondent's proposal shall be submitted as required by the RFP Documents in accordance with these instructions. The proposals must be complete in every detail. All unit item costs must be stated in numerical figures, the total cost for each unit item quantity calculated and stated in numerical figures, the lump sum stated in numerical figures, and the grand total for all items proposed computed and stated in numerical figures. The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

An authorized representative of the company shall complete and sign the Proposal Form as set forth in Appendix C.

A corporation or other company or entity must name the state of incorporation and specify whether it is authorized to do business in the State of Florida. The proposal must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation. Such officer or agent must present legal evidence that they have lawful authority to sign the proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is awarded this RFP, such corporation shall present evidence that it is registered and authorized to do business in the State of Florida.

7. REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES

The City reserves the right to reject any or all proposals at any time in its sole and absolute discretion. Nothing contained herein shall be deemed to give any Respondent a property interest in this RFP or any expectation of an award.

The City further reserves the right to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any part of a proposal, in its sole and absolute discretion.

8. INQUIRES AND ADDENDA

Each Respondent shall examine the RFP Documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made in writing to the City Clerk:

Joanna Flores

Phone: 305-953-2868 ext. 1101

780 Fisherman Street

Email: jflores@opalockafl.gov

Opa-locka, FL 33068

The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective Respondents who have requested a copy of the RFP. However, it shall be the responsibility of each Respondent, prior to submitting a response, to contact the City of Opa-locka's Clerk office (305-953-2868 Ext 1101) to determine if addenda were issued and to make such addenda part of the response.

10. INSURANCE REQUIREMENTS

A. General

As part of its proposal, the Respondent shall provide evidence of the following described insurance. These insurance requirements shall not limit the liability of the Respondent. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Respondent's interests or liabilities, but are merely minimums.

If requested by the City, the Respondent shall furnish complete copies of the Respondent's insurance policies, forms and endorsements. Except for workers' compensation, the Respondent's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The Respondent's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Respondent is responsible for the amount of any deductible or self-insured retention.

Submitting certificates or other documentation of insurance or policies or copies of policies which indicate less coverage than required does not constitute a waiver or alternation of the minimum required amounts set forth below.

B. Coverage and Limits:

1. Commercial General Liability

Respondent shall maintain Commercial General Liability insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Respondent shall, at the request of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Coverage A shall include premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

2. Business Auto Liability

Respondent shall maintain Business Auto Liability insurance with minimum limits of \$500,000 per claim and \$500,000 per occurrence, written on a [claims/occurrence] basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured

on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

4. Workers Compensation Coverage

The Respondent shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

The Respondent shall also purchase any other coverage required by law for its employees.

5. Professional Liability (errors and omissions) Coverage

Professional liability (errors and omissions) insurance with minimum limits of \$500,000 per claim and

\$500,000 per occurrence, written on a [claims/occurrence] basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

C. Insurance of the Respondent Primary

Insurance required of the Respondent shall be considered primary.

11. DISPUTES AND COMPLAINTS

All complaints or grievances should be first submitted in writing to the Finance Director who will take prompt remedial action. The Finance Director shall investigate the validity of the complaint and present the findings in writing to the Respondent. If the Respondent is dissatisfied with the Finance Director's remedies, he/she may then make a written appeal to the City Manager who will investigate and respond in writing. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

12. INSPECTION/EXAMINATION OF PROPOSALS

Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) days of the opening date, whichever is earlier, pursuant to section 119.071(1)(b)2, Florida Statutes. In the event the City decides to reject all proposals and determines to reissue the competitive solicitation, Proposals will not be available for public inspection until the City notices an intended decision concerning the reissued solicitation, or twelve (12) months have passed from the initial rejection of all bids, pursuant to 119.071(1)(b)3, Florida Statutes.

APPENDIX A

WATER, WASTEWATER AND STORMWATER RATE STUDY EVALUATION CRITERIA

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Consultant in public sector utility ratemaking ability to meet the defined scope of work (minimum of 5 years of experience)	30
Qualifications of the Project Team	30
Project approach, methodology and satisfactory schedule for completion	20
References: five (5) required	10
Cost of proposal	10

APPENDIX B

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES, entered into on this _____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF OPA-LOCKA, (the "City"), a municipal corporation of the State of Florida with its principal address at 780 Fisherman Street, Opa-locka, Florida 33054, and _____, (the "Consultant") a _____ (collectively, the "Parties").

WITNESSETH:

WHEREAS, the City desires to retain a consultant to complete a comprehensive potable water, wastewater, and stormwater rate study for a 10-year planning period and additional consulting tasks as may be requested by the City; and

WHEREAS, the City issued a Request for Proposals for Water, Wastewater, and Stormwater Rate Study on _____, 2023 (the "RFP") to competitively solicit proposals for such services; and

WHEREAS, the Consultant submitted a response to the _____, 202 RFP on "Consultant's Response"); and

WHEREAS, the City Commission awarded the RFP to the Consultant at a duly noticed public meeting on _____, 2023 (the "Effective Date"); and

WHEREAS, the Parties wish to memorialize the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- I. **RECITALS** The above recitals are true and correct and are hereby incorporated by reference.
- II. **CONTRACT DOCUMENTS** The "Contract Documents" shall mean and refer to this Agreement, which shall include any task orders issued pursuant to this Agreement, the RFP and all exhibits attached thereto including all duly executed and issued addenda (collectively, attached hereto as Exhibit 1), and the Consultant's Response (attached hereto as Exhibit 2). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, this Agreement shall control and priority among the exhibits will be resolved in the following order:

Exhibit 1	The RFP
Exhibit 2	Consultant's Response

III. **SCOPE OF SERVICES AND TERMS OF PERFORMANCE**

- A. The Consultant shall provide rate study and consultant services in accordance with the specification and scope set forth in the RFP (the "Services"). Consultant represents and

warrants that it has read the specification for the Services and understands them. The Consultant shall commence work on the Services immediately upon written request from the City and shall complete the Services in accordance with the time schedule set forth in the Contract Documents or, for additional projects in

addition to the rate study set forth in the Contract Documents as provided in the written task order from the City.

- B. The relationship of the Consultant to the City is an independent contractor providing the Services, and the Consultant shall provide the Services in accordance with professional standard of care. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, and employees shall be independent contractors at all times.
- C. The Consultant shall be responsible for the professional quality, accuracy, timely completion, and compliance with regulations, codes and rules for the Services. If the City determines there are any errors, omissions or other deficiencies in the Consultant's reports and other services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the City.
- D. Acceptance by the City shall not in any way relieve the Consultant of responsibility for the accuracy of its work. The City's review, approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Services and the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by the City in the Contract Documents shall not relieve the Consultant of its obligations to comply with all laws fully and completely. Upon request, the Consultant shall furnish certificates of compliance with all such laws, orders and regulations to the City. The Consultant shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.
- F. This Agreement is not exclusive. The City specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in the City's best interest.
- G. The City will provide information, data and other City documents relating to the Services, including information relating to the current and past billing rates, cycles, procedures, etc. associated with water, wastewater, and stormwater management, which is in the possession and control of the City. Information for any additional tasks will be set forth in each respective task order for additional services.

- H. All reports, studies, and other documents, including copyright rights associated therewith, provided to the City as part of the Services shall become and remain the sole property of the City. The Consultant warrants that the Services, and all works, documents, goods and services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold harmless the City, its officers, agents, employees, trustees and its successors and assigns, from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement.

IV. EFFECTIVE DATE AND TERM OF AGREEMENT This Agreement shall commence and be effective on the Effective Date and shall remain in effect for three (3) years ("Contract Term"), unless terminated sooner as provided herein. This Agreement may be renewed upon mutual written agreement of the Parties for up to ____ (__) ____ year terms (each a "Renewal Term") for a maximum total of (__) years.

V. COMPENSATION

- A. In consideration of the Consultant's faithful performance under this Agreement, the City agrees to pay the Consultant pursuant to the prices set forth in Exhibit 2. If the City determines that any price for services, however calculated, provided by the Consultant, including profit, or any cost reimbursable under this Agreement was increased because the Consultant or any subcontractor furnished incomplete or inaccurate cost or pricing data, then such price or cost or profit shall be reduced accordingly.
- B. All invoices shall be submitted in accordance with the Florida Prompt Payment Act. All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City does not pay sales tax and will provide sales tax exemption information at the written request of the Consultant, where necessary.
- C. Sub-contractual services shall be invoiced at the actual fees paid by the Consultant with no mark-up in fees. Sub-contractual services shall be approved by the City prior to performance.

VI. MODIFICATION OF CONTRACT DOCUMENTS The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties. No such modification shall be effective unless approved at a duly noticed public meeting of the City Commission.

VII. ASSIGNABILITY AND SUBCONTRACTING

- A. The terms and provisions of the Contract Documents shall be binding upon the Parties, their respective partners, successors, heirs, executors, administrators, assigns and legal

representatives. However, the rights and obligations of the Consultant may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the City's prior written consent. The City may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by the City. If Consultant's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Consultant shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. Additionally, in the event of any breach or noncompliance by any of Consultant's assignee(s) or subcontractor(s), Consultant shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

- B. Unless otherwise stated in the Consultant's Response, the Consultant agrees to make the prices in the Consultant's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

VIII. DELAY IN PERFORMANCE/FORCE MAJEURE

- A. The timely receipt of the Services and all deliverables to the City is essential. If the Services and all deliverables associate therewith are not received on time, the City may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from the City any increased costs and damages thereby incurred by it.
- B. The Consultant shall only be entitled to a reasonable extension of time from the City for the delays resulting from damage to the Consultant's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of the Consultant ("Force Majeure"). Any delay other than one caused by Force Majeure or as set forth in Section VIII(C) below shall constitute a breach of the Consultant's obligations under the Contract Documents.
- C. The City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Consultant's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of the Consultant, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused the Consultant to miss delivery dates and could not adequately have been guarded against. The Consultant shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or increases in the costs of performing the work under the Contract Documents. The Consultant will notify the City as soon as the Consultant has, or should have, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, the Consultant will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. The Consultant shall supply, as soon as such data is available, any reasonable proofs that are required by the City to make a

decision on any request for extension. The City will examine the request and any documents supplied by the Consultant and will determine if the Consultant is entitled to an extension and the duration of such extension. The City will notify the Consultant of its decision in writing. It is expressly understood and agreed that the Consultant will not be entitled to any extension and the granting of such extension is in the sole discretion of the City. It is further expressly understood that the Consultant shall not be entitled to any damages or additional compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

IX. TERMINATION OF AGREEMENT This Agreement may be terminated with or without cause in accordance with the provisions below.

- A. For and in consideration of \$10.00, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause or penalty upon thirty (30) days' written notice to the Consultant. Any such termination shall be without any penalty or expense to the City. If the City terminates this Agreement pursuant to this subsection, the Consultant shall promptly submit to the City its costs to be paid on work performed up to the time of termination. If the Consultant has any property belonging to the City in its possession, the Consultant shall account for the same and dispose of it as directed by the City or return to the City.
- B. The City may terminate this Agreement with cause and without penalty at any time immediately upon written notice to the Consultant, if: (1) the Consultant fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Consultant fails to perform in the manner called for in the Contract Documents; or (3) the Consultant does not provide the Services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. The Consultant may terminate this Agreement for cause if the City fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that the Consultant must first provide notice of the alleged breach to the City and give the City thirty (30) days written notice to cure the alleged breach. If the City cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, the Consultant may not terminate this Agreement.
- C. Should this Agreement be terminated by the City for cause under this Section, the Consultant shall be liable for all expenses incurred by the City in re-procuring elsewhere the same or similar items or services offered by the Consultant.
- D. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to the Consultant under this Agreement, the City shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

X. INSURANCE Before beginning any work under this Agreement, the Consultant shall obtain insurance as specified in the RFP at the Consultant's sole expense and shall provide the City with proof of insurance as specified therein. The Consultant shall maintain such insurance throughout the entire Contract Term and any Renewal Terms.

XI. INDEMNIFICATION

- A. The Parties recognize that Consultant is an independent contractor. Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Consultant's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Respondent against the City, and Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement, however terminated, and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
- B. Subject to the limitations set forth in this provision, the Consultant shall assume control of the defense of any claim asserted by a third party against the City arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at the Consultant's expense. The Consultant shall have the right, at its option, to participate in the defense of any third-party claim, without relieving the Consultant of any of its obligations hereunder. If the Consultant assumes control of the defense of any third-party claim in accordance with this paragraph, the Consultant shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, the Consultant shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect of the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Consultant has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- X. **ATTORNEYS' FEES** In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Consultant all its reasonable attorneys' fees and costs incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable

under any applicable statute, rule or guideline.

XI. MISCELLANEOUS

A. *Time of the Essence.* Time is of the essence for all work performed under this Agreement. If the Consultant fails to promptly complete work under this Agreement, the City may terminate this Agreement immediately, without any expense or penalty, purchase substitute services elsewhere, and recover from the Consultant any increased costs and damages thereby incurred by the City.

B. *Public Records.* Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Consultant on behalf of the City, Consultant shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Consultant within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement.

All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Consultant does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Consultant is acting on behalf of the City.

C. *Notices.* All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the following:

If to City

If to Consultant:

Attn: _____

Attn: _____

With required copy to:

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

- D. *Severability*. If any one or more provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though the invalidated portion(s) had never been a part thereof.
- E. *Waiver*. No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under the Contract Documents, or of any rights or remedies to which either Party may be entitled to on account of any such default or failure to perform.
- F. *Controlling Law and Venue*. The Contract Documents shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Miami-Dade County, Florida and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Miami Division.
- G. *No Third Party Beneficiaries*. This Agreement is entered into solely for the benefit of the Parties and the Contract Documents shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties.
- H. *Heading and Section References*. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
- I. *Authorization*. The Parties represent and warrant that each are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.
- J. *Entire Agreements*. The Contract Documents constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representation, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in the Contract Documents.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF OPA-LOCKA

CONSULTANT

By: _____
 Print Name: _____
 Title: _____

By: _____
 Print Name: _____
 Title: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By:_____

City Attorney

APPENDIX C

**CITY OF OPA-LOCKA, FLORIDA
PROPOSAL FORM
UTILITY RATE STUDY SERVICES
RFP NO. 2023-01**

Firm
Name

Home Office Address

City, State

Telephone Number

Address: Branch office servicing City of Opa-locka (other than above)

Name, Title & Telephone No. of Contact Representative for City

The undersigned attests to his (her, their) authority to submit this Proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.

Signature

Witness Signature

Typed Name & Title of Above Signer

Witness Signature

APPENDIX D

**CITY OF OPA-LOCKA, FLORIDA UTILITY
RATE STUDY SERVICES RFP NO. 2023**

01

**SWORN STATEMENT PURSANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any bid proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The

ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.
6. Based upon information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting the sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDER YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of, _____ 20

Personally known _____

Or produced identification _____

Notary Public – State of _____
My Commission expires _____

(Printed, typed or stamped commissioned
name of Notary Public)

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
Describe your understanding of the work to be performed.
2. Experience and Qualifications of Firm.
List similar projects successfully completed within the last five (5) years.
3. Key Personnel.
Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.
Provide a list of references from the past and current clients within the last five (5) years.
- 5 Schedule.
Contractor shall submit a timeline as to when each task will be completed
6. Fee Proposal.
The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

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

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

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

3.2.7 Tab 6 – Schedule

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

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

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

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, 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 of the following forms and/or documents

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

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

PART IV EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

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

4-2 EVALUATION CRITERIA

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

Category	Points
Consultant in public sector utility ratemaking ability to meet the defined scope of work (minimum of 5 years of experience)	30
Qualifications of the Project Team	30
Project approach, methodology and satisfactory schedule for completion	20
References: five (5) required	10
Cost of proposal	10
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.



**RFP NO. 23-XXXXXXX
PROPOSER QUALIFICATIONS**

WATER, WASTEWATER AND STORMWATER RATE STUDY

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 ensure 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: 23-XXXXXXX
PRICE PROPOSAL FORM

WATER, WASTEWATER, AND STORMWATER RATE STUDY

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor’s price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: \$_____

SUBMITTED DAY
THIS OF 2023.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to
Submit Bid

Fax Number

Signature

Email Address

Title



CITY OF OPA-LOCKA

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of 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 _____



**CITY OF OPA-LOCKA
RFP NO. 23-XXXXXXX**

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

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

Date

Signature



**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached
Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit
a collusive or sham Proposal in connection with the Work for which the attached Proposal has
been submitted; or to refrain from Proposing in connection with such Work; or have in any
manner, directly or indirectly, sought by agreement or collusion, or communication, or
conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements
of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of
the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or
any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by
any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or
any other of its agents, representatives, owners, employees or parties of interest, including this
affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
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: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR AN AGENT OF RECORD FOR GENERAL LIABILITY, CYBER LIABILITY, AUTO LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS COMPENSATION INSURANCE FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a result insurance market conditions to include an increase in the City of Opa-Locka's ("City") insurable property for all City assets and an unfavorable claims history the Fiscal Year 2023 insurance costs will approach \$3.5 million for both premiums and deductibles; and

WHEREAS, the City desires to issue a Request for Proposals ("RFP") for an Agent of Record from qualified and experienced firms to manage the process of identifying the best qualified insurance company to provide General Liability, Cyber Liability, Auto Liability and Physical Damage, Property and Workers Compensation insurance coverage for the City, as set forth in the RFP, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission authorizes the City Manager to issue an RFP for General Liability, Cyber Liability, Auto Liability and Physical Damage, Property, and Workers Compensation Insurance and in the best interests of the City.

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

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

Section 2. Authorization of Interim City Manager The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to issue an RFP for an Agent of Record for the provision of General Liability, Cyber Liability, Auto Liability and Physical Damage, Property, and Workers Compensation Insurance in the form attached hereto as Exhibit "A."

Section 3. 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 Interim 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 _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Bob Anathan		Department Director Signature:		
City Manager:	Darvin E. Williams		CM Signature:		
Commission Meeting Date:	Jan 25, 2023	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. Of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
		X			
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

RFP For An Agent of Record For General Liability, Cyber Liability, Auto Liability and Physical Damage, Property, and Workers Compensation Insurance

Staff Summary:

Issue / Recommendation: Staff recommends the City Commission authorize the Interim City Manager to issue an RFP for an Agent of Record that will manage the process of identifying the best qualified insurance company to provide General Liability, Cyber Liability, Auto Liability and Physical Damage, Property and Workers Compensation insurance coverage for the City.

History: The Florida Municipal Insurance Trust (FMIT) has provided insurance coverage for the City since 2002. FMIT provides excellent customer service and provides a wide range of proactive services designed to assist its clients in reducing their insurable losses.

Current Activity: Due to insurance market conditions, an increase in the City's insurable property due to a recently completed consultant study to identify and recommend insurable values for all City assets, and most importantly, the City's unfavorable claims history, the FY 23 insurance cost will approach \$3.5 million, including both premiums and deductibles. Additionally, when a City has had a long-term relationship with a service provider, it is good procurement policy to seek competitive bids periodically to determine if the City is still getting the best value for its money. Consequently, Staff is recommending that a RFP be issued for an Agent of Record to manage a competitive bid process for insurance services.

In the interim, it is Staff's intention to take full advantage of FMIT's loss prevention services to begin the process of improving the City's loss history.

Financial Impact: The only financial impact for the moment is the cost of advertising the RFP in various hard copy communication channels, in addition the available free electronic advertising, to ensure the RFP is brought to the attention of the broadest number of potential bidders. This won't exceed \$3,000 and will be charged to the Advertising Account for this purpose in the Non-Department Division. At this time, it isn't possible to predict whether the City's long-term insurance costs will improve as a result of this RFP, particularly since the insurance companies that the selected Agent of Record will be evaluating will have access to the City's loss history.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to issue an RFP for an Agent of Record to manage the process of obtaining the most favorable insurance coverage for the City and further authorize the expenditure of up to \$3,000 for the advertising of this RFP.

Attachment:

City of Opa-locka



RFP NO: 23-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

AGENT OF RECORD

**GENERAL LIABILITY, CYBER LIABILITY,
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE,
PROPERTY, AND WORKERS COMPENSATION AND
EMPLOYER LIABILITY COVERAGES**



CITY OF OPA-LOCKA
RFP NO. 23-XXXXXXX

AGENT OF RECORD
FOR BROKERAGE/AGENCY FIRM FOR GENERAL LIABILITY, CYBER LIABILITY,
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS
COMPENSATION AND EMPLOYER LIABILITY COVERAGE

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CITY OF OPA-LOCKA REQUEST FOR PROPOSALS
RFP NO: 23-XXXXXXX

Agent of Record for Brokerage/Agency Firm for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverages

Sealed Proposals for Agent of Record for said insurance services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **February, 28, 2023 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Agent of Record for Brokerage/Agency Firm for Brokerage/Agency Firm for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverages.**

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

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 23-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A Mandatory pre-bid meeting will be held on **Tuesday, February 7, 2023 at 11:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

Joanna Flores, CMC
City Clerk



CITY OF OPA-LOCKA

RFP NO. 23-XXXXXXX

**AGENT OF RECORD
FOR BROKERAGE/AGENCY FIRM FOR
GENERAL LIABILITY, CYBER LIABILITY, AUTOMOBILE LIABILITY AND
PHYSICAL DAMAGE, PROPERTY, AND WORKERS COMPENSATION AND
EMPLOYER LIABILITY COVERAGE**

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide Agent of Record services for Brokerage/Agency Firm for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverages.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 1:00 p.m. on Tuesday, February 28, 2023. 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. 23-XXXXXXX – Agent of Record for Brokerage/Agency Firm for Brokerage/Agency Firm for Brokerage/Agency Firm for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverages.**

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 USB flash drive in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

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

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

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

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

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

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

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

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

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

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

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

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office for 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 processes 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 Workplace (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 execution of the work.

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

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

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The City of Opa-locka has issued this Solicitation to engage an Agent of Record from among qualified professional firms or individuals ("Respondent") with experience providing a range of insurance brokerage services. The successful Respondent will serve as insurance intermediary and shall use its best efforts to procure a competitive package of insurance on the City's behalf for the following lines of coverage: Brokerage/Agency Firm for Brokerage/Agency Firm for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverages.

The City has an expense and capital budget of approximately \$65 million and approximately 200 full-time and part-time staff.

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

A. INSURANCE PROCUREMENT AND MANAGEMENT SERVICES

- Consult with the City to formulate a marketing strategy that focuses on delivering cost-effective insurance products and coverage structure based upon current market conditions. Inform City of innovative coverage and risk financing solutions to reduce the City's exposure. Agree to and meet the City's schedule for submissions and other work product.
 - Timely provide insurance documents: applications, binders, policies endorsements to City. Insurance applications shall be pre-completed by Broker, with as much information as available, prior to submission for completion by City.
 - Assist City in providing comprehensive underwriting data and fulfilling criteria for insurance carrier negotiations. Represent the City in coverage negotiations with insurers, underwriters and other relevant parties with regard to procurement as well as interpretation and management of policies.
 - Ensure that coverage is bound timely to avoid gaps in coverage, upon official approval by City.
 - Provide consultation to City on exposures, existing coverage, and the desirability and/or feasibility of potential program changes.
 - Process change endorsements at City's request or when otherwise necessary, maintaining accuracy and timely delivery to carrier and City.
 - Meet with City's Risk Management designee to extensively review policies upon issuance.
 - Annually provide stewardship report summarizing program and services provided throughout the year.
 - Ability to access and secure coverage with insurers that meet or exceed minimum financial guidelines or Best rating of not less than A- (A.M. Best Company).
 - Monitor published financial information of any insurer with whom City's coverage is placed and alert City if status of any insurer is in jeopardy or falls below the A.M. Best guidelines outlined in City's proposal.
-

B. LOSS CONTROL SERVICES

- Aid the City in improving its loss control program and strategies through educational training, seminars, evaluation and semi-annual analysis of loss trends to aid staff in mitigation/controlling losses; City is receptive to other measures.

C. ADMINISTRATIVE SUPPORT

- Assign designated staff member to City's account. This designee will work with City's staff to manage City's account as it relates to matters pertaining to insurance identified in this RFP.
- Provide insurance consultation service relative to coverage applicability or insurance requirement upon City's request.

D. CLAIMS ADVOCACY

- Participate in claims review meetings when requested to ensure:
 - a) Accuracy of loss reserves
 - b) Pay

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise and reliability in Municipal Agent of Record services; established reputation, particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing Agent of Record services to governmental agencies as well as private entities (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one fiscal year with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail the 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 for this project.

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 Proposer's 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 Agent of Record services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

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

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

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

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents 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 value 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 presentations 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 Proposers. The Proposer's presentation may clarify but may not modify their submitted Proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications / Ability of Professional Personnel/Financial Qualifications and experience of assigned staff 1. Expertise of human resources and employee benefits management in public, private and/or non-profit sectors. 2. Qualifications & experience of the firm and its subcontractors/suppliers relevant to the Scope of Work. 3. Availability of qualified personnel. 4. Ability to meet set standards. 5. Previous contracting experience with the other public, private and/or non-profit agencies. 6. Financial resources and capabilities per financial statements. 7. Evidence of insurance and/or bonding capacity. 8. Location of local office.	25

Quality of Services / Technical Approach to the Scope of Work 1. High-quality level of services to be provided to the City. 2. Understanding of City needs. 3. Ability to convey a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. 4. Conveyance of a willingness to work with City staff to maximize resources. 5. Approach to the Project and Methodology. 6. Technical Soundness of the proposal. 7. Applicability of the service offered.	25
Cost Saving Initiatives 1. Development of long-range cost strategies. 2. Innovative ideas for cost containment. 3. Examples of cost-savings implementation for clients that may have saved money.	25
Proposed Fee 1. Pricing Structure (If the Proposer's fee will be charged to selected insurance firm, Proposer will be awarded 25 points in this category.) 2. Fee Schedule/Cost Proposal 3. Any other additional costs	25
TOTAL	100

4-3 ORAL PRESENTATIONS

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

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

The Evaluation Criteria may be changed for the oral 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.



**RFP NO. 23-XXXXXXX
PROPOSER QUALIFICATIONS**

**AGENT OF RECORD
FOR BROKERAGE/AGENCY FIRM FOR GENERAL LIABILITY, CYBER LIABILITY,
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS
COMPENSATION AND EMPLOYER LIABILITY COVERAGE**

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, indicate:

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 RFP during the last twenty-four months.

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

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



RFP NO: 21-0629100
PRICE PROPOSAL FORM

AGENT OF RECORD
FOR BROKERAGE/AGENCY FIRM FOR GENERAL LIABILITY, CYBER LIABILITY,
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS
COMPENSATION AND EMPLOYER LIABILITY COVERAGE

Agent of Record fees will be paid by:

City of Opa-locka _____
Selected Insurance Company _____

If Proposer fees will be paid by City, Proposer understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the City changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, supervision and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: \$ _____

SUBMITTED
THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

Company Telephone Number

Name of Person Authorized to Submit Bid Fax Number

Signature Email Address

Title



CITY OF OPA-LOCKA

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of 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 _____



**CITY OF OPA-LOCKA
RFP NO. 23-XXXXXXX**

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)
_____ of _____
(Title/Position) (Company)

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

Date

Signature



CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

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

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



E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR QUOTES ("RFQ") FOR CAR WASH SERVICES FOR CITY VEHICLES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") desires to obtain quotes from qualified vendors to provide hand and/or power washing vehicle services for general service fleet vehicles, marked and unmarked police units, light and medium duty trucks, SUVs and other specialty use vehicles.

WHEREAS, the City desires to secure a vendor that will ensure that vehicle exteriors, including windows and windshields will be free of dirt, dust, residue and water marks after being washed; and

WHEREAS, the City has determined that issuance of a Request for Quotes (RFQ) for said services and further authorizing spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary, is in the best interest of the City and its residents.

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

Section 1. Adoption of Representations.

The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Approval for Issuance of RFO for Car Wash Services for City Vehicles.

The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Quotes (RFQ) for Car Wash Services for City Vehicles and further authorizes spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

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 Interim 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 immediately upon adoption by the City Commission of the City of Opa-Locka.

PASSED and **ADOPTED** this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	01.25.2023		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	Est. \$3,000		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes No	
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A resolution authorizing the Interim City Manager to issue an RFQ for Car Wash Services.

Staff Summary:

The City of Opa-locka is requesting quotes from qualified vendors to provide hand and/or power washing services for general service fleet vehicles, marked and unmarked police units, light and medium duty trucks, SUVs and other specialty use vehicles. Vehicle exteriors, including windows and windshields, must be free of dirt, dust, residue, and water marks after being washed.

Financial Impact

The RFQ will be issued primarily electronically, but may require additional advertising, estimated to be \$3,000.

Proposed Action:

Staff recommends the approval of this request to issue the RFQ to seek quotes for qualified vendors.

Attachment:

Draft RFP

City of Opa-locka



RFQ NO: 23-XXXXXXX

REQUEST FOR QUOTES (RFQ)

CAR WASH SERVICES FOR CITY VEHICLES



CITY OF OPA-LOCKA
RFQ NO. 23-XXXXXXX

CAR WASH SERVICES FOR CITY VEHICLES

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CITY OF OPA-LOCKA
REQUEST FOR QUOTES
RFQ NO: 23-XXXXXXX

CAR WASH SERVICES FOR CITY VEHICLES

Sealed Proposals for Car Wash Services for City Vehicles will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, February 28, 2023 by 2:00 p.m.** Any RFQ 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 **RFQ for Car Wash Services for City Vehicles**.

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 **RFQ NO: 23-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 **Tuesday, February 7, 2023 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:

Meeting ID: 234 103 442 337

Passcode: JdPUgB

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 786-598-2011,351190175#](#) United States, Miami

Phone Conference ID: 351 190 175#

[Find a local number](#) | [Reset PIN](#)

Joanna Flores, CMC
City Clerk



RFQ NO. 23-XXXXXXX

CAR WASH SERVICES FOR CITY VEHICLES

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide **Car Wash Services for City Vehicles**.

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 Tuesday, February 28, 2023. 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: **RFQ NO. 23-XXXXXXX – CAR WASH SERVICES FOR CITY VEHICLES**. 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 USB Flash Drive in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

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

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFQ, 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 RFQ so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this

RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ 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 Workplace (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:

The City of Opa-locka is requesting quotes from qualified vendors to provide hand and/or power washing services for general service fleet vehicles, marked and unmarked police units, light and medium duty trucks, SUVs, and other specialty use vehicles. Vehicle exteriors, including windows and windshields, must be free of dirt, dust, residue, and water marks after being washed. The City reserves the right to inspect any vehicle upon completion. If services were not performed satisfactorily, City staff may request that the Vendor re-do all or part of the services to the City's satisfaction.

The quantities included in this RFQ are monthly estimates. These quantities may increase or decrease at the City's discretion based on need.

ESTIMATED QUANTITIES: It is understood that the quantities contained herein are approximate only and are solely for the purpose of facilitating the comparison of quotes, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Scope of Work, Special Provisions or Technical specifications, all equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the technical specifications, reference to any equipment, material, article, or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Quoter wishes to make a substitution to the specifications, the Quoter shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A quote containing substitution is subject to disqualification if the city does not approve the substitution.

1. CAR WASH SERVICES

a. Exterior Car Wash Services shall include but not be limited to the following:

1. Washing and drying of all vehicles exterior surfaces by hand or by machine;
2. Exterior clear coat protection;
3. Cleaning of tires and rims;
4. Tire dressing;

b. Standard Car Wash Services shall include but not be limited to the following:

1. Washing and drying of all vehicles exterior surfaces by hand or machine;
2. Exterior clear coat protection;

3. Cleaning of tires and rims;
 4. Tire dressing;
 5. Clean/vacuum mats and all carpeted areas;
 6. Dashboard cleaning;
 7. Cleaning of all windows (inside and out) as well as the windowsills;
 8. Removal of all debris/trash from vehicle interior;
 9. Spot clean and damp wipe steering wheels, mirrors, dashboards, seats and/or benches, prisoner partition panels, ceiling panels, doors, handrails, AC/heater vents and other interior surfaces
- c. Hand Wax and Car Wash Services shall include but not be limited to the following:
1. Washing and drying of all vehicles exterior surfaces by hand or machine;
 2. Exterior clear coat protection;
 3. Cleaning of tires and rims;
 4. Tire dressing;
 5. Clean/vacuum mats and all carpeted areas;
 6. Dashboard cleaning;
 7. Cleaning of all windows (inside and out) as well as the windowsills;
 8. Removal of all debris/trash from vehicle interior;
 9. Spot clean and damp wipe steering wheels, mirrors, dashboards, seats and/or benches, prisoner partition panels, ceiling panels, doors, handrails, AC/heater vents and other interior surfaces;
 10. Apply wax and buff per manufacturer specifications.

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 RFQ.

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFQ.

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 RFQ 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 of the following forms and/or documents

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

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

PART IV EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFQ 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 automobile detailing services 2. Qualifications and experience of staff 3. Licensing (Must be in compliance with city, state, and county requirements) 4. Adherence to requirements, forms and qualifications listed in this RFQ	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 RFQ, 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 RFQ.

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.



**RFQ NO. 23-XXXXXXX
PROPOSER QUALIFICATIONS**

CAR WASH SERVICES FOR CITY VEHICLES

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.



RFQ NO: 23-XXXXXXX

QUOTE PROPOSAL

CAR WASH SERVICES FOR CITY VEHICLES

The signature below is a guarantee that the Quoter shall not withdraw, modify, or cancel this quote for a period of **ninety (90) days after the quote due date**. Pricing for all items shall include materials, labor, supervision, equipment and other required services.

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, and any other documentation relating to this request, and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Line Item #	Specifications/Item Description/Service	Estimated Monthly Quantity	Unit of Measure	Unit Price	Total Price
1	Standard Car Wash – Police Sedans	6	Each	\$	\$
2	Standard Car Wash – Police Pickups	4	Each	\$	\$
3	Standard Car Wash – Police Medium SUV's (i.e. Durango, Escape, Explorer)	25	Each	\$	\$
4	Standard Car Wash – Police Large SUV's (i.e. Tahoe, Expedition)	6	Each	\$	\$
5	Standard Car Wash – Police Vans	4	Each	\$	\$
6	Standard Car Wash- Police Motorcycles	1	Each	\$	\$
7	Standard Car Wash – City owned Pickups	4	Each	\$	\$
8	Standard Car Wash – City Owned Sedans	6	Each	\$	\$
9	Standard Car Wash- City owned Medium SUV's (i.e., Tahoe, Expedition)	15	Each	\$	\$
10	Standard Car Wash –City owned Large SUV's (i.e. Tahoe, Expedition)	5	Each	\$	\$
TOTAL MONTHLY COST					\$

Optional Services:

The City is requesting that pricing be submitted for additional optional services (listed in the table below). These are services the City may choose to add once the contract is implemented and shall not be a basis for award. If implemented, these services may be used be once (1) per month or as many as twenty (20) times per month. The City reserves the right to request these optional services from the awarded vendor, contract another vendor, or acquire the services through a separate solicitation.

Item #	Description	Unit	Unit Price
1	Exterior Car Wash – Police Pickups	Each	\$
2	Exterior Car Wash – Police Sedans	Each	\$
3	Exterior Car Wash – Police Medium SUV's (i.e. Durango, Escape, Explorer)	Each	\$
4	Exterior Car Wash – Police Large SUV's (i.e. Tahoe, Expedition)	Each	\$
5	Exterior Car Wash – Police Vans	Each	\$
6	Exterior Car Wash –City owned Pickups	Each	\$
7	Exterior Car Wash – City owned Sedans	Each	\$
8	Exterior Car Wash – City owned Medium SUV's (i.e. Durango, Escape, Explorer)	Each	\$
9	Exterior Car Wash – City owned Large SUV's (i.e. Tahoe, Expedition)	Each	\$
10	Exterior Car Wash-City Business Clam Truck	Each	\$
11	Exterior Car Wash – City Aerotech Bus E-450	Each	\$
12	Exterior Car Wash- City Pothole Patcher	Each	\$
13	Exterior Car Wash -City Van E-350	Each	\$
14	Exterior Car Wash -City Owned Bus		
15	Exterior Car Wash – City Auto Crane	Each	\$
16	Exterior Car Wash – City Elgin Broom Bear Street Sweeper	Each	\$
17	Exterior Car Wash – City Dump Truck	Each	\$
18	Exterior Car Wash – City Vactor Plus 2100	Each	\$
19	Exterior Car Wash – City Enclosed Trailer (small)	Each	\$
20	Exterior Car Wash – City Enclosed Trailer (large)	Each	\$
21	Hand Wax + Standard Car Wash – City owned Medium SUV (i.e. Durango, Escape, Explorer)	Each	\$
22	Hand Wax + Standard Car Wash – City owned Large SUV (i.e. Tahoe, Expedition)	Each	\$
23	Hand Wax + Standard Car Wash – City owned Vans	Each	\$
24	Hand Wax + Standard Car Wash – City owned Pickups	Each	\$



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 _____



**CITY OF OPA-LOCKA
RFQ NO. 23-XXXXXXX**

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

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

Date

Signature



**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
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: _____

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT (MAA) BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE CITY OF NORTH MIAMI, FLORIDA, SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka, Florida ("City"), and the City of North Miami, Florida, are authorized to enter into a Mutual Aid Agreement ("MAA") pursuant to Section 23.12, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the Mutual Aid Agreement ("MAA") with the City of North Miami provides for requesting and rendering of mutual aid in the form of law enforcement services to adequately respond to continuing multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the City Commission of the City of Opa-Locka desires to authorize the City Manager to enter into and execute a Mutual Aid Agreement with the City of North Miami.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes and directs the Interim City Manager to enter into and execute a voluntary cooperation and operational assistance Mutual Aid Agreement ("MAA") with the City of North Miami, for law enforcement services, substantially in the form attached as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim 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 _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)

Resolution No. XX-XXXX

Mayor Taylor

_____ (Yes)

_____ (No)



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Chief Scott Israel		Department Director Signature:	<i>Scott Israel</i>			
City Manager:	Darvin Williams		CM Signature:	<i>Darvin Williams</i>			
Commission Meeting Date:	01-25-2023		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: None		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> To enhance public safety.			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A Resolution of the City Commission of the City of Opa-locka, Florida, authorizing the City Manager to enter into an agreement with the City of North Miami, Florida for the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement; Providing for Incorporation of Recitals; Providing for an Effective Date.

Staff Summary:

This is a Mutual Aid Agreement between the City of Opa-locka and the City of North Miami to receive and extend mutual aid in the form of law enforcement services to adequately respond to

multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people.

Financial Impact: There is no financial impact.

Proposed Action:

Staff recommends the Commission approve this resolution and authorize the City Manager to sign the Mutual Aid Agreement with the City of North Miami, Florida.

Attachment:

1. City of North Miami, Florida Mutual Aid Agreement

MUTUAL AID AGREEMENT

Between the City of Opa-Locka Police Department and the City of North Miami Police Department

WHEREAS, it is the responsibility of the governments of the **City of Opa-Locka**, Florida and the **City of North Miami**, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes (Florida Mutual Aid Act) to enter into a mutual aid agreement.

NOW, THEREFORE, the parties agree as follows:

1. Short title: Mutual Aid Agreement
2. Description: The Mutual Aid Agreement provides for the requesting rendering of assistance for both routine and intensive law enforcement situation(s). This Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23, Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing a subsequent declaration with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Opa-Locka Police Department or the North Miami Police Department.
- C. **Agency Head:** Either the Chief of Opa-Locka Police Department, or the Chief's designees, and the Chief of Police of the City of North Miami Police Department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Miami-Dade County, Florida that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- A. In the event that a party to this agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and its available resources, and will respond in the responsible manner.
- B. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that the employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage and shall pay any and all expenses incurred in the maintenance and operation of the mission.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. The compensation shall include any amounts paid or due or compensation due to personal injury or death while such employees are engaged in rendering such aid. The compensation shall also include all benefits normally due such employees.
 - D. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
- 6. **Indemnification:** To the extent allowed by law, each party agrees to hold harmless, defend, and indemnify the other in any suit, action or claim for damages resulting from any and all acts or conduct of its employees while providing aid pursuant to this Agreement. Nothing is intended to be a waiver of the limitation placed upon the Parties' liability as set forth in Section 768.28, Florida Statutes.
 - 7. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under Chapter 932, Florida Statutes, may be seized. The requesting law enforcement agency shall process the forfeiture. The property shall be seized, forfeited, and equitably distributed among the participating law enforcement agencies in proportion to the amount of investigation and participation performed by each agency.
 - 8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
 - 9. **Effective Date and Duration:** This Agreement shall be in effect from date of

signing, through and including December 31, 2026. This Agreement shall not be renewed, amended or extended except in writing.

10. **Cancellation:** The Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief Executive Officers of the parties.

AGREED AND ACKNOWLEDGED this February 01, 2022 day of 2021.

E-SIGNED by Theresa Therilus
on 2022-02-01 21:21:44 GMT

City Manager, City of Opa-Locka

City Manager, City of North Miami

E-SIGNED by Vanessa Joseph
on 2022-02-01 21:38:10 GMT

City Clerk, City of Opa-Locka
Florida

City Clerk, City of North Miami,
Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

E-SIGNED by Jeff Cazeau
on 2022-01-26 14:36:21 GMT

City Attorney, City of Opa-Locka
Florida

City Attorney, City of North Miami,
Florida

**JOINT DECLARATION
OF THE CHIEF OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT
AND THE CHIEF OF THE CITY OF NORTH MIAMI POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of the Mutual Aid Agreement, hereto entered into by the **City of Opa-Locka**, and the **City of North Miami, Florida**, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

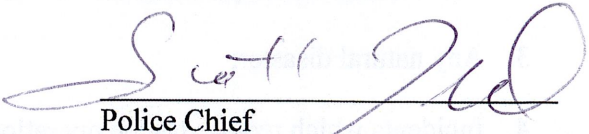
1. Joint multi-jurisdictional criminal investigations;
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes;
3. Any natural disaster;
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;
5. Terrorist activities including, but not limited to, acts of sabotage;
6. Escapes from or disturbances with detention facilities;
7. Hostage and barricaded subject situations, and aircraft piracy;
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls;
9. Enemy attack;
10. Transportation of evidence requiring security;

11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions;
12. Security and escort duties for dignitaries;
13. Emergency situations in which one agency cannot perform its functional objective;
14. Incidents requiring utilization of specialized units; e.g. underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information;
15. Joint training in areas of mutual need;
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

ATTEST:

City Clerk
CITY OF OPA-LOCKA

CITY OF OPA-LOCKA
POLICE DEPARTMENT



Police Chief
OPA-LOCKA POLICE
DEPARTMENT

Date: 1-4-23

ATTEST:

E-SIGNED by Vanessa Joseph
on 2022-02-01 21:38:13 GMT

City Clerk
City of North Miami

CITY OF NORTH MIAMI
POLICE DEPARTMENT

E-SIGNED by Larry Juriga
on 2022-01-10 21:59:01 GMT

Police Chief
City of North Miami

Date: _____

RESOLUTION NO. 2021-R-169

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA APPROVING
THE EXECUTION OF A MUTUAL AID AGREEMENT AND
JOINT DECLARATION BETWEEN THE CITY OF NORTH
MIAMI AND THE CITY OF OPA-LOCKA TO PROVIDE
ADEQUATE LEVELS OF POLICE SERVICES; PROVIDING
FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

WHEREAS, the entering of a mutual aid agreement between municipalities is authorized by Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City of North Miami and the City of Opa-Locka are desirous of entering into a Mutual Aid Agreement and Joint Declaration with each other to ensure the public safety of their citizens by providing adequate levels of police services to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the Mayor and City Council believe that the Mutual Aid Agreement with the City of Opa-Locka and the accompanying Joint Declaration will benefit the residents of the City of North Miami and should be entered into with the City of Opa-Locka.

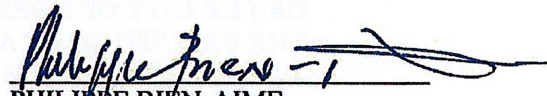
**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA, AS FOLLOWS:**

Section 1. Approval of Agreement and Joint Declaration. The Mayor and City Council hereby approves the Mutual Aid Agreement and Joint Declaration between the City of North Miami and the City of Opa-Locka attached as "Exhibit 1."

Section 2. Authority of City Manager and Police Chief. The City Manager and the Chief of Police are authorized to execute the Mutual Aid Agreement and Joint Declaration attached as "Exhibit 1" with the City of Opa-Locka.

Section 3. Effective Date. This Resolution will be effective upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the
City of North Miami, Florida, this 23rd day of November, 2021.

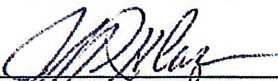

PHILIPPE BIEN-AIME
MAYOR

ATTEST:



VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JEFF P. M. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Estimé-Irvin

Vote:

Mayor Philippe Bien-Aime
Vice Mayor Scott Galvin
Councilwoman Kassandra Timothe, MPA
Councilwoman Mary Estimé-Irvin
Councilman Alix Desulme, Ed.D.

<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)

MUTUAL AID AGREEMENT

Between the City of Opa-Locka Police Department and the City of North Miami Police Department

WHEREAS, it is the responsibility of the governments of the **City of Opa-Locka**, Florida and the **City of North Miami**, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes (Florida Mutual Aid Act) to enter into a mutual aid agreement.

NOW, THEREFORE, the parties agree as follows:

1. Short title: Mutual Aid Agreement
2. Description: The Mutual Aid Agreement provides for the requesting rendering of assistance for both routine and intensive law enforcement situation(s). This Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23, Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing a subsequent declaration with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the City of Opa-Locka Police Department or the North Miami Police Department.
 - C. **Agency Head:** Either the Chief of Opa-Locka Police Department, or the Chief's designees, and the Chief of Police of the City of North Miami Police Department, or the Chief's designees.
 - D. **Participating municipal police department:** The police department of any municipality in Miami-Dade County, Florida that has approved and executed this Agreement upon the approval of the governing body of the municipality.
 - E. **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.
4. **Operations:**
- A. In the event that a party to this agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and its available resources, and will respond in the responsible manner.
 - B. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, resources and services in rendering such assistance.
 - C. The agency heads of the participating law enforcement agencies shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.
5. **Powers, Privileges, Immunities, and Costs:**
- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that the employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage and shall pay any and all expenses incurred in the maintenance and operation of the mission.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. The compensation shall include any amounts paid or due or compensation due to personal injury or death while such employees are engaged in rendering such aid. The compensation shall also include all benefits normally due such employees.
 - D. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
- 6. **Indemnification:** To the extent allowed by law, each party agrees to hold harmless, defend, and indemnify the other in any suit, action or claim for damages resulting from any and all acts or conduct of its employees while providing aid pursuant to this Agreement. Nothing is intended to be a waiver of the limitation placed upon the Parties' liability as set forth in Section 768.28, Florida Statutes.
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10. **Cancellation:** The Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief Executive Officers of the parties.

AGREED AND ACKNOWLEDGED this February 01, 2022 day of 2021.

City Manager, City of Opa-Locka

City Clerk, City of Opa-Locka
Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney, City of Opa-Locka
Florida

E-SIGNED by Theresa Therilus
on 2022-02-01 21:21:44 GMT

City Manager, City of North Miami

E-SIGNED by Vanessa Joseph
on 2022-02-01 21:38:10 GMT

City Clerk, City of North Miami,
Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

E-SIGNED by Jeff Cazeau
on 2022-01-26 14:36:21 GMT

City Attorney, City of North Miami,
Florida

**JOINT DECLARATION
OF THE CHIEF OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT
AND THE CHIEF OF THE CITY OF NORTH MIAMI POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of the Mutual Aid Agreement, hereto entered into by the **City of Opa-Locka**, and the **City of North Miami, Florida**, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

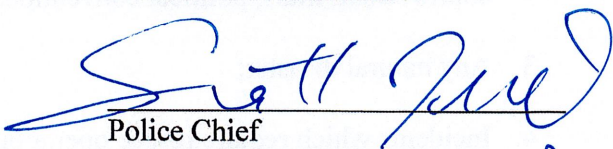
1. Joint multi-jurisdictional criminal investigations;
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes;
3. Any natural disaster;
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;
5. Terrorist activities including, but not limited to, acts of sabotage;
6. Escapes from or disturbances with detention facilities;
7. Hostage and barricaded subject situations, and aircraft piracy;
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls;
9. Enemy attack;
10. Transportation of evidence requiring security;

11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions;
12. Security and escort duties for dignitaries;
13. Emergency situations in which one agency cannot perform its functional objective;
14. Incidents requiring utilization of specialized units; e.g. underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information;
15. Joint training in areas of mutual need;
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

ATTEST:

City Clerk
CITY OF OPA-LOCKA

CITY OF OPA-LOCKA
POLICE DEPARTMENT



Police Chief
OPA-LOCKA POLICE
DEPARTMENT

Date: JAN. 4, 2023

ATTEST:

E-SIGNED by Vanessa Joseph
on 2022-02-01 21:38:13 GMT

City Clerk
City of North Miami

CITY OF NORTH MIAMI
POLICE DEPARTMENT

E-SIGNED by Larry Juriga
on 2022-01-10 21:59:01 GMT

Police Chief
City of North Miami

Date: _____

RESOLUTION NO. 2021-R-169

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA APPROVING
THE EXECUTION OF A MUTUAL AID AGREEMENT AND
JOINT DECLARATION BETWEEN THE CITY OF NORTH
MIAMI AND THE CITY OF OPA-LOCKA TO PROVIDE
ADEQUATE LEVELS OF POLICE SERVICES; PROVIDING
FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

WHEREAS, the entering of a mutual aid agreement between municipalities is authorized by Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City of North Miami and the City of Opa-Locka are desirous of entering into a Mutual Aid Agreement and Joint Declaration with each other to ensure the public safety of their citizens by providing adequate levels of police services to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the Mayor and City Council believe that the Mutual Aid Agreement with the City of Opa-Locka and the accompanying Joint Declaration will benefit the residents of the City of North Miami and should be entered into with the City of Opa-Locka.

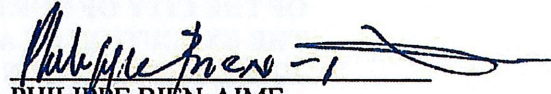
**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA, AS FOLLOWS:**

Section 1. Approval of Agreement and Joint Declaration. The Mayor and City Council hereby approves the Mutual Aid Agreement and Joint Declaration between the City of North Miami and the City of Opa-Locka attached as "Exhibit 1."

Section 2. Authority of City Manager and Police Chief. The City Manager and the Chief of Police are authorized to execute the Mutual Aid Agreement and Joint Declaration attached as "Exhibit 1" with the City of Opa-Locka.

Section 3. Effective Date. This Resolution will be effective upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the
City of North Miami, Florida, this 23rd day of November, 2021.

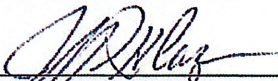

PHILIPPE BIEN-AIME
MAYOR

ATTEST:



VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JEFF B. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Estimé-Irvin

Vote:

Mayor Philippe Bien-Aime	<u>X</u>	(Yes)	_____	(No)
Vice Mayor Scott Galvin	<u>X</u>	(Yes)	_____	(No)
Councilwoman Kassandra Timothe, MPA	<u>X</u>	(Yes)	_____	(No)
Councilwoman Mary Estimé-Irvin	<u>X</u>	(Yes)	_____	(No)
Councilman Alix Desulme, Ed.D.	<u>X</u>	(Yes)	_____	(No)

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored by: Interim City Manager

ORDINANCE NO. 23-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, 2022 AND ENDING SEPTEMBER 30, 2023, 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 2022-2023 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 21-12, and further amended it by passage of Ordinance 22-17; 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, pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; and

WHEREAS, the City Commission desires to amend its 2022-2023 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

NOW, THEREFORE, BE IT DULY ORDAINED 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, 2022, 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 2022-2023, 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 2022-2023.

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, 2022, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2022, 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, in the appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

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 and 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.

SECTION 5. 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 FIRST READING this ____ day of _____, 2023.

PASSED SECOND READING this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:				
City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	Jan 25, 2023	Item Type:	Resolution	Ordinance	Other		
		(Enter X in box)		X			
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading		
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
			X		X		
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Attachments		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	City Manager		Department: City Manager's Office	City Manager			

Short Title:

FY 23 Budget Amendment #1

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 23 Budget Amendment #1 on the first hearing.

History: The City Commission adopted the City FY 23 Budget on October 5, 2022 (Ordinance 2022-17) which was subsequently approved by the State. This budget was composed of \$64.3 million of expenditures and \$20.6 million of funding being transferred between various Funds, resulting a total budget of \$84.9 million.

Current Activity: Budget Amendment #1 is composed of 33 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.

This budget amendment indicates an expenditure increase of \$3,087,275 with the primary increase, \$2,662,797, related to Safe Neighborhood CIP projects originally budgeted for FY 22 being moved into FY 23 due to not being completed. This increase was funded by associated grants not received in FY 22 due to these projects not being completed, and also General Fund Available Fund Balance which was available due to not being utilized in FY 22, also due to these projects not being completed.

The other major item is the \$648,507 increase in the Risk Management budget due to increases in the Comprehensive Liability and Workers Compensation insurance premiums. This increase was offset by savings and the use of contingency. Other lesser increases, also offset by savings and the use of contingency, are detailed in the attached Budget Amendment Overview.

Financial Impact: This budget amendment can be summarized financially as follows:

Funding

Revenue / Loans / Grants	\$ 1,357,478
Use Of Fund Balance	<u>1,729,797</u>
Total Funding – Excluding Transfers-In	3,087,275
Transfers-In	<u>1,924,650</u>
Total Funding	\$ 5,011,925

Expenditure

Expenditure – Excluding Transfers-Out	\$ 3,087,275
Transfers-Out	<u>1,924,650</u>
Total Expenditure	\$ 5,011,925

Additional details on the financial impact are provided in the attachments, Summary By Fund and Detail By Line Item, which contain accounting information for the State review which is a highly detailed accounting version of what is presented in the Overview and Summary By Line Item attachments

Proposed Action:

Staff recommends that the City Commission approve the proposed amendments on the first hearing.

Attachment:

1. Budget Amendment Overview
2. Budget Amendment Summary By Line Item
3. Budget Amendment Summary By Fund
4. Budget Amendment Detail By Line Item
5. Ordinance

FY 23 Budget Amendment #1 Overview - First Hearing

Summary		
<u>Funding</u>		Notes
Revenue / Loans / Grants	\$ 1,357,478	(a)
Use Of Fund Balance	1,729,797	(b)
Total Funding – Excluding Transfers-In	3,087,275	
Transfer-In	1,924,650	
Total Funding	\$ 5,011,925	
<u>Expenditure</u>		
Expenditure – Excluding Transfers-Out	\$ 3,087,275	(c)
Transfers-Out	1,924,650	
Total Expenditure	\$ 5,011,925	

Notes

	<u>Adopted Bgt</u>	<u>Incr/(Decr)</u>	<u>Bgt. Amend #1</u>
(a) <u>Revenue / Loans / Grants</u>			
Grant Adjustments	\$ 1,348,000		
CRA TIF Contribution Methodology Change	9,478		
Total Revenue / Loans / Grants	\$ 1,357,478		
(b) <u>Use Of/(Addition To) Fund Balance</u>			
General Fund	\$ 4,398,719	\$ 1,774,797	\$ 6,173,516
Water-Sewer Operating Fund	164,020	-	164,020
Stormwater Operating Fund	1,376,755	10,000	1,386,755
Special Law Enforcement	55,000	(55,000)	0
American Recovery Plan Act (ARPA)	6,770,225	0	6,770,225
Total Use Of / (Addition To) Fund Balance	\$ 12,764,719	\$ 1,729,797	\$ 14,494,516
(c) <u>Expenditures</u>			
Safe Neighborhood CIP Projects	\$ 2,662,797		
Increased Insurance Premiums	648,507		
Roadway, Sidewalk & Ancillary Features	200,000		
Survey, Assessment, Database & Maintenance Plan			
Evaluation & Appraisal Report (EAR) Roll Forward	115,000		
Two Parks & Recreation Vans	105,000		
Temporary Staffing Due To Vacancies	35,000		
New Conference & Meeting Accounts - 12 Divisions	26,000		
Electronic Billboard For City Roadside Announcement	25,000		
Community Mail-Out Expense	25,000		
Additional RFP Advertising	20,000		
Underground Pipe Locator	18,000		
Backhoe Lease Adjustment	17,000		
Additional Gym Equipment	15,000		
Holiday Street Lighting	15,000		
Non-Sponsored Special Events	15,000		
IT Supplies	12,000		
Misc - 9 Items - Average \$6,479	58,300		
Expenditures - Gross	\$ 4,012,604		
Savings	(729,962)		
Contingency	(195,367)		
Expenditures - Net	\$ 3,087,275		

FY 23 Budget Amendment #1 Summary By Line Item

First Hearing

#	Amount	Purpose	Funding Source
1	\$813,208	Safe Neighborhood CIP FY 22 unutilized encumbered purchase orders rolled over into FY 23	General Fund Available Fund Balance
2	\$1,849,589	Safe Neighborhood CIP FY 23 project adjustments, primarily the Police Station relocation	General Fund Available Fund Balance and Grants
3	(\$270,834)	Preliminary adjustment to debt owed to Miami-Dade for services prior to 2019 and installation of new water meter network.	Provides savings
4-7	\$648,507	Increased Florida Municipal Insurance Trust insurance premiums.	General, Water-Sewer and Stormwater Funds savings and contingency
8	\$20,000	RFP Advertising	Contingency
9	\$105,000	Two Parks & Rec vans	General Fund Available Fund Balance
10	\$18,000	Pipe locator	Contingency
11	\$4,000	Storm drain system surge nozzle	Savings
12	\$9,478	Reduced City Tax Increment Financing (TIF) contribution to CRA due to revised Miami-Dade methodology	Provides additional Property Tax revenue for the City
13	(\$55,000)	Reduction to potential Special Law Fund (SLE) spending due to insufficient revenue and SLE Available Fund Balance	Provides savings
14	\$17,000	Approved backhoe lease was for a shorter term (4 years vs. 5) and a higher interest than budgeted.	Contingency
15	\$25,000	To fund ARPA and future mail-outs	Contingency
16	\$15,000	Additional gym equipment	General Fund Available Fund Balance
17	\$200,000	Roadway, sidewalk and associated aspects assessment, database creation and development of long-term maintenance and upgrade plan.	General Fund Available Fund Balance
18	\$15,000	Temporary staffing due to HR vacancies	Savings
19	\$9,000	Streetsweeper tipping fees to support City meeting State MS4 stormwater requirements	Savings
20	\$5,000	Repair of Parks & Rec machinery and equipment	Savings
21	\$5,000	Additional Water Division rental requirements	Contingency
22	\$26,000	Establishment of new account in twelve divisions for Conference & Meeting fees	Contingency and savings
23	\$5,000	Establish an account City Manager for routine services	Contingency
24	\$15,000	Holiday street lighting expense	Savings
25	\$12,000	IT supplies	Savings
26	\$300	Postage for Community Development	Contingency
27	\$20,000	Temporary staffing due to City Clerk vacancies	Savings

FY 23 Budget Amendment #1 Summary By Line Item

First Hearing

#	Amount	Purpose	Funding Source
28	\$25,000	Electronic billboard for City roadside announcements.	General Fund Available Fund Balance
29	\$10,000	Professional services for evaluation of two-decade old workers compensation issue for which City is responsible	Savings
30	\$115,000	Rolling forward into FY 23 the Evaluation and Appraisal Report (EAR) and associated expense originally budgeted for FY 22.	General Fund Available Fund Balance
31	\$15,000	Establishment of a Special Events budget in Non-Department Division for events arising not individually sponsored by Commission members (e.g., Comm. Burke event).	Contingency
32	\$10,000	Additional General Expense budget in Non-Department Division for miscellaneous expenditures inappropriate for other accounts.	Contingency
33	\$10,000	Equipment to monitor outflow from stormwater drainage system	Stormwater Fund Available Fund Balance

FY 23 Budget Amendment #1 - Summary By Fund - First Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
<u>Adopted Budget</u>				
<u>Funding</u>				
Revenue/Loans	27,433,983	24,111,850	-	51,545,833
Use Of / (Add To) Fund Bal	4,502,719	1,540,775	6,770,225	12,813,719
Total Funding Ex Trans-In	31,936,702	25,652,625	6,770,225	64,359,552
Transfer-in	12,196,476	8,387,285	-	20,583,761
Total Funding	44,133,178	34,039,910	6,770,225	84,943,313
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	33,335,071	30,624,480	400,000	64,359,551
Transfer-Out	10,798,106	3,415,430	6,370,225	20,583,761
Total Expenditure	44,133,177	34,039,910	6,770,225	84,943,312
<u>Amendment #1</u>				
<u>Funding</u>				
Revenue/Loans	1,357,478	-	-	1,357,478
Use Of / (Add To) Fund Bal	1,719,797	10,000	-	1,729,797
Total Funding Ex Trans-In	3,077,275	10,000	-	3,087,275
Transfer-in	1,924,650	-	-	1,924,650
Total Funding	5,001,925	10,000	-	5,011,925
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	3,171,757	(84,482)	-	3,087,275
Transfer-Out	1,830,168	94,482	-	1,924,650
Total Expenditure	5,001,925	10,000	-	5,011,925
<u>Budget Thru Amend #1</u>				
<u>Funding</u>				
Revenue/Loans	28,791,461	24,111,850	-	52,903,311
Use Of / (Add To) Fund Bal	6,222,516	1,550,775	6,770,225	14,543,516
Total Funding Ex Trans-In	35,013,977	25,662,625	6,770,225	67,446,827
Transfer-in	14,121,126	8,387,285	-	22,508,411
Total Funding	49,135,103	34,049,910	6,770,225	89,955,238
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	36,506,828	30,539,998	400,000	67,446,827
Transfer-Out	12,628,274	3,509,912	6,370,225	22,508,411
Total Expenditure	49,135,103	34,049,910	6,770,225	89,955,238

FY 23 Budget Amendment #1 - Summary By Fund - First Hearing

General Fund

		Budget Adopted	Amendment #1	Budget Thru Amend #1
<u>Funding</u>				
Revenue/Loans		20,253,644	9,478	20,263,122
Use Of / (Add To) Fund Bal		4,398,719	1,774,797	6,173,516
Total Funding - Ex Transfer-In		24,652,363	1,784,275	26,436,638
Transfer-In		4,099,175	-	4,099,175
Total Funding - Ex Transfer-In		28,751,538	1,784,275	30,535,813
<u>Expenditure</u>				
	<u>Div</u>			
Commission	10	265,746	(108,268)	157,478
City Manager	12	828,771	7,000	835,771
General Fund Non-Depart - Ex Trans Out	19	2,708,482	(210,741)	2,497,741
Human Resources	13	393,188	2,000	395,188
Clerk	16	485,528	2,000	487,528
Attorney	28	442,000	-	442,000
Finance	17	1,391,675	2,000	1,393,675
Planning & Community Dev	37	504,161	117,300	621,461
Building & Licenses	30	864,638	2,000	866,638
Parks & Recreation	72	1,142,752	122,000	1,264,752
Police	26	7,723,399	(68,000)	7,655,399
Code Enforcement	23	495,488	(15,000)	480,488
Building & Grounds Maintenance	38	935,063	(69,000)	866,063
Public Works - Admin	32	580,656	2,000	582,656
Public Works - Streets	41	1,772,966	242,000	2,014,966
Public Works - Trash	50	-	-	-
Public Works - Vehicle Maintenance	49	847,922	(44,000)	803,922
Total Expenditure - Ex Transfer-Out		21,382,435	(16,709)	21,365,726
Transfer-Out	19	7,369,103	1,800,984	9,170,087
Total Expenditure		28,751,538	1,784,275	30,535,813

FY 23 Budget Amendment #1 - Summary By Fund - First Hearing

Governmental Funds										
	General Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Law Enforcement Training Trust Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
<u>Adopted Budget</u>										
<u>Funding</u>										
Revenue/Loans	20,253,644	1,138,278	1,044,777	480,384	4,515,900	-	1,000	-	-	27,433,983
Use Of / (Add To) Fund Bal	4,398,719	-	-	-	-	55,000	49,000	-	-	4,502,719
Total Funding Ex Trans-In	24,652,363	1,138,278	1,044,777	480,384	4,515,900	55,000	-	-	-	31,936,702
Transfer-in	4,099,175	2,952,408	-	391,228	115,842	-	-	2,905,632	1,732,191	12,196,476
Total Funding	28,751,538	4,090,686	1,044,777	871,612	4,631,742	55,000	-	2,905,632	1,732,191	44,133,178
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	21,382,435	4,090,686	1,044,777	749,479	1,324,871	55,000	50,000	2,905,632	1,732,191	33,335,071
Transfer-Out	7,369,103	-	-	122,133	3,306,871	-	-	-	-	10,798,106
Total Expenditure	28,751,538	4,090,686	1,044,777	871,612	4,631,742	55,000	-	2,905,632	1,732,191	44,133,177
<u>Amendment #1</u>										
<u>Funding</u>										
Revenue/Loans	9,478	1,348,000	-	-	-	-	-	-	-	1,357,478
Use Of / (Add To) Fund Bal	1,774,797	-	-	-	-	(55,000)	-	-	-	1,719,797
Total Funding Ex Trans-In	1,784,275	1,348,000	-	-	-	(55,000)	-	-	-	3,077,275
Transfer-in	-	1,314,797	-	29,184	(67,838)	-	-	648,507	-	1,924,650
Total Funding	1,784,275	2,662,797	-	29,184	(67,838)	(55,000)	-	648,507	-	5,001,925
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	(16,709)	2,662,797	-	-	(67,838)	(55,000)	-	648,507	-	3,171,757
Transfer-Out	1,800,984	-	-	29,184	-	-	-	-	-	1,830,168
Total Expenditure	1,784,275	2,662,797	-	29,184	(67,838)	(55,000)	-	648,507	-	5,001,925
<u>Budget Thru Amend #1</u>										
<u>Funding</u>										
Revenue/Loans	20,263,122	2,486,278	1,044,777	480,384	4,515,900	-	-	-	-	28,790,461
Use Of / (Add To) Fund Bal	6,173,516	-	-	-	-	-	-	-	-	6,173,516
Total Funding Ex Trans-In	26,436,638	2,486,278	1,044,777	480,384	4,515,900	-	-	-	-	34,963,977
Transfer-in	4,099,175	4,267,205	-	420,412	48,004	-	-	3,554,139	1,732,191	14,121,126
Total Funding	30,535,813	6,753,483	1,044,777	900,796	4,563,904	-	-	3,554,139	1,732,191	49,085,103
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	21,365,726	6,753,483	1,044,777	749,479	1,257,033	-	-	3,554,139	1,732,191	36,456,828
Transfer-Out	9,170,087	-	-	151,317	3,306,871	-	-	-	-	12,628,274
Total Expenditure	30,535,813	6,753,483	1,044,777	900,796	4,563,904	-	-	3,554,139	1,732,191	49,085,103

FY 23 Budget Amendment #1 - Summary By Fund - First Hearing

Enterprise Funds										
	Water-Sewer Operating Fund						Storm Water Op	Water Sewer CIP	Storm Water CIP	Total
	Water-Sewer Operating Divisions (Expense)					Total Water-Sewer Op Fund	Storm Water Op Fund	Total Water-Sewer CIP Fund	Storm Water CIP Fund	Total Enterprise Funds
	Water Division	Sewer Division	Water-Sewer Finance Division	Water Lines Division	Water-Sewer CIP Division					
<u>Adopted Budget</u>										
<u>Funding</u>										
Revenue/Loans						10,590,507	1,926,000	4,595,343	7,000,000	24,111,850
Use Of / (Add To) Fund Bal						164,020	1,376,755	-	-	1,540,775
Total Funding Ex Trans-In						10,754,527	3,302,755	4,595,343	7,000,000	25,652,625
Transfer-in						183,284	-	2,250,000	5,954,001	8,387,285
Total Funding	-	-	-	-	-	10,937,811	3,302,755	6,845,343	12,954,001	34,039,910
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,059,440	4,159,299	2,905,935	301,498	255,227	9,681,399	1,143,737	6,845,343	12,954,001	30,624,480
Transfer-Out	-	-	1,256,412	-	-	1,256,412	2,159,018	-	-	3,415,430
Total Expenditure	2,059,440	4,159,299	4,162,347	301,498	255,227	10,937,811	3,302,755	6,845,343	12,954,001	34,039,910
<u>Amendment #1</u>										
<u>Funding</u>										
Revenue/Loans						-	-	-	-	-
Use Of / (Add To) Fund Bal						-	10,000	-	-	10,000
Total Funding Ex Trans-In						-	10,000	-	-	10,000
Transfer-in						-	-	-	-	-
Total Funding	-	-	-	-	-	-	10,000	-	-	10,000
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	5,000	-	(106,047)	18,000	-	(83,047)	(1,435)	-	-	(84,482)
Transfer-Out	-	-	83,047	-	-	83,047	11,435	-	-	94,482
Total Expenditure	5,000	-	(23,000)	18,000	-	-	10,000	-	-	10,000
<u>Budget Thru Amend #1</u>										
<u>Funding</u>										
Revenue/Loans						10,590,507	1,926,000	4,595,343	7,000,000	24,111,850
Use Of / (Add To) Fund Bal						164,020	1,386,755	-	-	1,550,775
Total Funding Ex Trans-In						10,754,527	3,312,755	4,595,343	7,000,000	25,662,625
Transfer-in						183,284	-	2,250,000	5,954,001	8,387,285
Total Funding	-	-	-	-	-	10,937,811	3,312,755	6,845,343	12,954,001	34,049,910
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,064,440	4,159,299	2,799,888	319,498	255,227	9,598,352	1,142,302	6,845,343	12,954,001	30,539,998
Transfer-Out	-	-	1,339,459	-	-	1,339,459	2,170,453	-	-	3,509,912
Total Expenditure	2,064,440	4,159,299	4,139,347	319,498	255,227	10,937,811	3,312,755	6,845,343	12,954,001	34,049,910

FY 23 Budget Amendment #1 -First Hearing

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>
1	<u>Safe Neighborhood CIP - Carry Over From FY 22</u>						
	Safe Neigh	Exp	44-541800	Roadway Resurfacing	-	27,984	27,984
	Safe Neigh	Exp	44-541820	Cairo Lane	-	57,361	57,361
	Safe Neigh	Exp	44-541823	Historic City Hall	600,000	110,825	710,825
	Safe Neigh	Exp	44-541828	NW 133 Street	-	2,707	2,707
	Safe Neigh	Exp	44-541835	Sidewalks	308,278	273,590	581,868
	Safe Neigh	Exp	44-541838	Park Fences	150,000	130,440	280,440
	Safe Neigh	Exp	44-541839	Police Station	-	73,114	73,114
	Safe Neigh	Exp	44-541840	Sesame Street Bridge	800,000	102,458	902,458
	Safe Neigh	Exp	44-543638	NW 131St Street	-	34,729	34,729
	Safe Neigh	Trf-In	320-381001	Transfer In From General Fund	2,952,408	813,208	3,765,616
	Non-Dept	Trf-Out	19-581320	Transfer Out To Safe Neigh CIP	2,952,408	813,208	3,765,616
	Gen Fund	Fund Bal	001-383010	Trf-In Fund Balance	4,398,719	813,208	5,211,927
2	<u>Safe Neighborhood CIP - Updated CIP Requirements</u>						
	Safe Neigh	Exp	44-541800	Roadway Resurfacing	27,984	299,000	326,984
	Safe Neigh	Exp	44-541822	Demolition	300,000	2,000	302,000
	Safe Neigh	Exp	44-541823	Historic City Hall	710,825	410,811	1,121,636
	Safe Neigh	Exp	44-541828	NW 133 Street	2,707	100,000	102,707
	Safe Neigh	Exp	44-541837	Park Trails	110,000	(110,000)	-
	Safe Neigh	Exp	44-541838	Park Fences	280,440	(60,000)	220,440
	Safe Neigh	Exp	44-541839	Police Station	73,114	1,862,778	1,935,892
	Safe Neigh	Exp	44-541840	Sesame Street Bridge	902,458	(130,000)	772,458
	Safe Neigh	Exp	44-541844	Commission Chambers	100,000	75,000	175,000
	Safe Neigh	Exp	44-541845	PW HQ Renovation	600,000	(450,000)	150,000
	Safe Neigh	Exp	44-541848	Ingram Park Court	50,000	(50,000)	-
	Safe Neigh	Exp	44-541849	Segal Park Trail	100,000	(100,000)	-
	Safe Neigh	Rev	001-334700	Grants	230,000	1,348,000	1,578,000
	Safe Neigh	Trf-In	320-381001	Transfer In From General Fund	3,765,616	501,589	4,267,205
	Non-Dept	Trf-Out	19-581320	Transfer Out To Safe Neigh CIP	3,765,616	501,589	4,267,205
	Gen Fund	Fund Bal	001-383010	Trf-In Fund Balance	5,211,927	501,589	5,713,516

Funding of CIP projects funded in FY 22 but not completed by the end of FY 22. Funding allocated to these projects in FY 22 but not used are carried over in FY 23 to fund the remainder of the FY 22 projects.

Adjustment of various Safe Neighborhood CIP projects as cost estimates become better understood. Also includes some changes in funding for additions and reductions to grant funding become more defined.

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<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
3	<u>Preliminary Adjustment / Reallocation - Maimi-Dade Debt Payment</u>							
	Wtr-Swr	Exp	61-535542	Miami-Dade Debt - Principal	1,308,748	(313,220)	995,528	Reduction in Miami-Dade payment provides savings to Water-Sewer, Stormwater and General Funds
	Wtr-Swr	Exp	61-533720	Miami Dade Debt - Interest	-	36,692	36,692	
	Wtr-Swr	Exp	61-513992	Contingency	250,000	276,528	526,528	
	Storm	Exp	43-535542	Miami-Dade Debt - Principal	46,337	69,405	115,742	
	Storm	Exp	43-533720	Miami-Dade Debt - Interest	-	4,267	4,267	
	Storm	Exp	43-538992	Contingency	200,000	(73,672)	126,328	
	Debt Svc	Exp	83-517722	Miami-Dade Debt- Payment	115,842	(69,545)	46,297	
	Debt Svc	Exp	83-517723	Miami-Dade Debt - Interest	-	1,707	1,707	
	Debt Svc	Trf-In	230-381010	Transfer In From General Fund	115,842	(67,838)	48,004	
	Non-Dept	Trf-Out	19-581927	Transfer Out To Debt Service	115,842	(67,838)	48,004	
	Non-Dept	Exp	19-519390	Contingency	1,250,000	67,838	1,317,838	
4	<u>Increased Insurance Cost - General Fund</u>							
	Non-Dept	Trf-Out	19-519442	Transfer Out- Risk Management	2,372,109	524,841	2,896,950	Increased insurance premiums and savings to offset - General Fund portion
	Comm	Exp	19-511110	Salaries - Executive	92,000	(57,000)	35,000	
	Comm	Exp	19-511210	FICA	7,038	(4,000)	3,038	
	Comm	Exp	19-511220	Retirement	52,440	(30,000)	22,440	
	Comm	Exp	19-511230	Life And Health Insurance	21,268	(21,268)	-	
	Bld & Grnds	Exp	39-541620	Building Improvements	230,000	(69,000)	161,000	
	Veh Maint	Exp	49-541450	Gas, Oil, Grease	449,400	(44,000)	405,400	
	Code	Exp	23-521648	Auto Lease	40,800	(16,000)	24,800	
	Police	Exp	26-521120	Salaries - Regular	4,034,230	(48,000)	3,986,230	
	Police	Exp	26-521210	FICA	348,423	(3,000)	345,423	
	Police	Exp	26-521220	Retirement	1,312,073	(14,000)	1,298,073	
	Police	Exp	26-521230	Life And Health Insurance	429,481	(6,000)	423,481	
	Non-Dept	Exp	19-519390	Contingency	1,317,838	(212,573)	1,105,265	
	Risk Mgmt	Trf-In	118-384140	Transfer In - All Funds	2,905,632	524,841	3,430,473	
	Risk Mgmt	Exp	84-513451	Insurance Premium	2,781,139	524,841	3,305,980	
5	<u>Increased Insurance Cost - Water-Sewer Fund</u>							
	Wtr-Swr	Trf-Out	61-513442	Transfer Out- Risk Management	381,590	83,047	464,637	Increased insurance premiums and savings to offset Water-Sewer Fund portion
	Wtr-Swr	Exp	61-513992	Contingency	526,528	(83,047)	443,481	
	Risk Mgmt	Trf-In	118-384140	Transfer In - All Funds	3,430,473	83,047	3,513,520	
	Risk Mgmt	Exp	84-513451	Insurance Premium	3,305,980	83,047	3,389,027	

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#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
6	<u>Increased Insurance Cost - Stormwater Fund</u>							
	Strm	Trf-Out	43-538442	Transfer Out- Risk Management	55,523	11,435	66,958	Increased insurance premiums and savings to offset Stormwater Fund portion
	Strm	Exp	43-538992	Contingency	1,317,838	(11,435)	1,306,403	
	Risk Mgmt	Trf-In	118-384140	Transfer In - All Funds	3,513,520	11,435	3,524,955	
	Risk Mgmt	Exp	84-513451	Insurance Premium	3,389,027	11,435	3,400,462	
7	<u>Increased Insurance Cost - Towncenter Fund</u>							
	Twn Center	Trf-Out	62-519442	Transfer Out- Risk Management	96,410	29,184	125,594	Increased insurance premiums and savings to offset Town Center Fund portion
	Twn Center	Trf-In	490-381001	Transfer In From Gen Fund	391,228	29,184	420,412	
	Non-Dept	Trf-Out	19-581926	Transfer Out To Town Center	391,228	29,184	420,412	
	Gen Fund	Exp	19-519390	Contingency	1,105,265	(29,184)	1,076,081	
	Risk Mgmt	Trf-In	118-384140	Transfer In - All Funds	3,524,955	29,184	3,554,139	
	Risk Mgmt	Exp	84-513451	Insurance Premium	3,400,462	29,184	3,429,646	
8	<u>RFP Advertising</u>							
	Non-Dept	Exp	19-515491	Other Advertising	10,300	20,000	30,300	Increased usage of commercial advertising to increase awareness of City's requests for bidder for City projects.
	Non-Dept	Exp	19-519390	Contingency	1,076,081	(20,000)	1,056,081	
9	<u>Vans - Parks & Rec</u>							
	Parks & Rec	Exp	72-572648	Vehicle Purchase	150,000	105,000	255,000	Funding for two Parks & Recreation vans
	Gen Fund	Fund Bal	001-383010	Trf-In Fund Balance	5,713,516	105,000	5,818,516	
10	<u>Ground Detection Locator - Water-Sewer</u>							
	Svc Line Mnt	Exp	63-533641	Equipment	-	18,000	18,000	Funding for equipment to evaluate underground water pipes.
	Wtr-Swr	Exp	61-513992	Contingency	443,481	(18,000)	425,481	
11	<u>Surge Nozzle - Stormwater</u>							
	Strm Ops	Exp	43-538640	Machinery & Equipment	-	4,000	4,000	Funding for equipment to clean storm drainage system
	Strm Ops	Exp	43-538120	Salaries - Regular	178,918	(3,000)	175,918	
	Strm Ops	Exp	43-538220	Life And Health Insurance	21,785	(1,000)	20,785	
12	<u>TIF Contribution Methodology Modification</u>							
	Gen Fund	Rev	001-311100	Ad Valorem Taxes	12,625,742	9,478	12,635,220	County-imposed change is calculation of City TIF contribution to CRA
	Non-Dept	Exp	19-519390	Contingency	1,056,081	9,478	1,065,559	
13	<u>Special Law Enforcement Fund Expenditure Reduction</u>							
	SLE	Exp	65-521641	Automotive Equipment	40,000	(40,000)	-	Fund has insufficient fund balance to fund new expenditures.
	SLE	Exp	65-521644	Public Safety Equipment	15,000	(15,000)	-	
	SLE	Fund Bal	165-383010	Transfer-In Fund Balance	55,000	(55,000)	-	

Exhibit "A"

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#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
14	<u>Backhoe Lease</u>							
	Roads/III Dmp Exp	41-541640	Machinery & Equipment		30,000	17,000	47,000	Lease financed, Shorter lease term and higher interest rate.
	Non-Dept Exp	19-519390	Contingency		1,065,559	(17,000)	1,048,559	
15	<u>Community Mail-Outs</u>							
	Non-Dept Exp	19-519340	Other Contracted Services		-	25,000	25,000	Community mail-out expense
	Non-Dept Exp	19-519390	Contingency		1,048,559	(25,000)	1,023,559	
16	<u>Additional Gym Equipment</u>							
	Parks & Rec Exp	72-572640	Machinery & Equipment		4,000	15,000	19,000	Additional gym equipment
	Gen Fund Fund Bal	001-383010	Trf-In Fund Balance		5,818,516	15,000	5,833,516	
17	<u>Roadway Assessment</u>							
	Roads/III Dmp Exp	41-541312	Other Professional Services		35,000	200,000	235,000	Roadway, sidewalk and associated features evaluation to establish baseline maintenance base
	Gen Fund Fund Bal	001-383010	Trf-In Fund Balance		5,833,516	200,000	6,033,516	
18	<u>Temporary Staffing - HR</u>							
	HR Exp	13-513340	Other Contracted Services		16,800	9,000	25,800	Temporary staffing until two vacant HR positions filled
	HR Exp	13-513110	Salaries - Executive		89,535	(6,000)	83,535	
	HR Exp	13-513210	FICA		16,728	(1,000)	15,728	
	HR Exp	13-513220	Retirement		26,044	(2,000)	24,044	
19	<u>Stormwater Streetsweeper Tipping Fees</u>							
	Storm Exp	43-541431	Tipping Fees		-	9,000	9,000	Separate streetsweeper tipping fee account to facilitate compliance with State MS4 requirements
	Storm Exp	43-538120	Salaries - Regular		175,918	(9,000)	166,918	
20	<u>Machinery & Equipment Repair - Parks & Rec</u>							
	Parks & Rec Exp	72-572467	Repair & Maint - Machinery & Equip		-	5,000	5,000	Budget for maintenance and repair of machinery and equipment
	Parks & Rec Exp	72-572120	Salaries - Regular		282,503	(4,000)	278,503	
	Parks & Rec Exp	72-572220	Retirement		70,558	(1,000)	69,558	
21	<u>Water Division Rentals</u>							
	Water Exp	64-533440	Rentals & Leases		2,000	5,000	7,000	Increased use of rental equipment
	Wtr-Swr Fin Exp	61-513992	Contingency		425,481	(5,000)	420,481	

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<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
22	<u>New Account Code - Conferences & Meetings</u>							
	Commission	Exp	10-515547	Conferences & Meetings	-	4,000	4,000	Establishment fo new account for conference and meetings fees and miscellaneous expenses
	City Mgr	Exp	12-515547	Conferences & Meetings	-	2,000	2,000	
	City Clrk	Exp	16-515547	Conferences & Meetings	-	2,000	2,000	
	Finan	Exp	17-515547	Conferences & Meetings	-	2,000	2,000	
	Bldg & Lic	Exp	30-515547	Conferences & Meetings	-	2,000	2,000	
	Code	Exp	23-515547	Conferences & Meetings	-	1,000	1,000	
	HR	Exp	13-515547	Conferences & Meetings	-	2,000	2,000	
	Pub Works	Exp	32-515547	Conferences & Meetings	-	2,000	2,000	
	Comm Dev	Exp	37-515547	Conferences & Meetings	-	2,000	2,000	
	Police	Exp	26-515547	Conferences & Meetings	-	3,000	3,000	
	Prks & Rec	Exp	72-515547	Conferences & Meetings	-	2,000	2,000	
	Non-Dept	Exp	19-519390	Contingency	1,023,559	(24,000)	999,559	
	IT	Exp	85-515547	Conferences & Meetings	-	2,000	2,000	
	IT	Exp	85-512528	Software Licensing	1,027,026	(2,000)	1,025,026	
23	<u>Other Contracted Services - City Manager</u>							
	City Mgr	Exp	12-512340	Other Contracted Services	-	5,000	5,000	Budget for non-professional services
	Non-Dept	Exp	19-519390	Contingency	999,559	(5,000)	994,559	
24	<u>Holiday Street Lights - Streets</u>							
	Strs & Il Dmp	Exp	41-541340	Other Contracted Services	576,500	15,000	591,500	Holiday light decorations
	Strs & Il Dmp	Exp	41-541120	Salaries-Regular	474,958	(12,000)	462,958	
	Strs & Il Dmp	Exp	41-541210	FICA	37,101	(1,000)	36,101	
	Strs & Il Dmp	Exp	41-541220	Retirement	57,762	(2,000)	55,762	
25	<u>Special IT Supplies & General Expense</u>							
	IT	Exp	85-512523	Special Supplies	-	10,000	10,000	IT Supplies
	IT	Exp	85-512493	General Expense	-	2,000	2,000	
	IT	Exp	85-512528	Software Licensing	1,025,026	(12,000)	1,013,026	
26	<u>Postage - Community Development</u>							
	Comm Dev	Exp	37-515420	Postage	-	300	300	Budget for postage
	Non-Dept	Exp	19-519390	Contingency	994,559	(300)	994,259	

Exhibit "A"

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<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
27	<u>Temp Staffing - Clerk Vacant Positions</u>							
	Clrk	Exp	16-512340	Other Contracted Services	-	20,000	20,000	Temporary staffing funded be vacancies for which temporary staffing is required
	Clrk	Exp	16-512120	Salaries - Regular	180,639	(17,000)	163,639	
	Clrk	Exp	16-512210	FICA	21,160	(1,000)	20,160	
	Clrk	Exp	16-512220	Retirement	56,920	(2,000)	54,920	
28	<u>Roadway Electronic Sign</u>							
	Strs & Il Dmp	Exp	41-541640	Machinery & Equipment	47,000	25,000	72,000	Electronic roadway sign
	Gen Fund	Fund Bal	001-383010	Trf-In Fund Balance	6,033,516	25,000	6,058,516	
29	<u>Legal Services - Risk Management</u>							
	Risk	Exp	85-513312	Other Professional Services	-	10,000	10,000	Legal services in evaluating workers comp case
	Risk	Exp	85-513493	General Expense	2,000	(2,000)	-	
	Risk	Exp	85-513541	Educational Costs	2,060	(2,060)	-	
	Risk	Exp	85-513452	General Liability - Deductible	82,400	(5,940)	76,460	
30	<u>Professional Services - Community Development</u>							
	Comm Dev	Exp	37-515312	Other Professional Services	4,500	115,000	119,500	Evaluation and Appraisal Report (EAR) and professional services related to property appraisals and legal support budgeted for FY 22 and rolled over
	Gen Fund	Fund Bal	001-383010	Trf-In Fund Balance	6,058,516	115,000	6,173,516	
31	<u>Special Events - Non-Dept</u>							
	Non-Dept	Exp	19-572403	Special Events		15,000	15,000	Special events occurring not sponsored by a Commissioner
	Non-Dept	Exp	19-519390	Contingency	994,259	(15,000)	979,259	
32	<u>General Expense - Non-Dept</u>							
	Non-Dept	Exp	19-579493	General Expense	6,901	10,000	16,901	Miscellaneous expense
	Non-Dept	Exp	19-519390	Contingency	979,259	(10,000)	969,259	
33	<u>Monitoring Equipment - Stormwater</u>							
	Storm	Exp	43-538640	Machinery & Equipment	4,000	10,000	14,000	Smart Cover electronic package to measure stormwater outflow
	Storm	Fund Bal	450-383010	Transfer In - Fund Balance	1,376,755	10,000	1,386,755	