

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Thursday, February 15, 2024
7:00 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

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 City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
February 15, 2024
7:00 PM

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**
 - Regular Commission Meeting Minutes - January 10, 2024
 - Regular Commission Meeting Minutes - January 24, 2024
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
 - Nelson Beaubrun, Youth Development Director
Family Christian Association of America (FCAA)
re: Youth Programs Expansion Service
- 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, ESTABLISHING A LUMP-SUM BONUS PAYMENT POLICY PURSUANT TO SECTION 215.425, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Ervin***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE THE NECESSARY STEPS TO REQUEST A TRAFFIC ENGINEERING STUDY FROM MIAMI-DADE COUNTY TO PLACE "NO PARKING" AND "DO NOT ENTER" SIGNAGE IN VARIOUS PROPOSED RESTRICTED AREAS WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER 2024 IN THE FISCAL YEAR 2023-2024 BUDGET, FOR THE CITY'S MONTHLY FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO SUBMIT AN IMPROVEMENT PLAN TO THE CITY COMMISSION FOR BOTH SEGAL PARK AND INGRAM PARK; FURTHER DIRECTING A DETAILED REPORT ON THE UTILIZATION OF THE ALLOCATED AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS FOR SAID PARKS NO LATER THAN MARCH 31, 2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO TAKE THE REQUIRED STEPS FOR PLACEMENT OF SIGNAGE NEAR AND AROUND THE ENTRY OF THE WILMINGTON STREET CANAL; PROHIBITING THE USE OF WATERCRAFTS AND OTHER WATER ACTIVITIES WITHIN THE CITY LIMITS OF THE CANAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley***
6. **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 THE SEGAL PARK TRAILS PROJECT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-ONE THOUSAND, TWO HUNDRED EIGHT DOLLARS AND THIRTY CENTS (\$121,208.30), WITH A**

THREE THOUSAND, SEVEN HUNDRED NINETY-ONE DOLLARS AND SEVENTY CENTS (\$3,791.70) CONTINGENCY BUDGET FOR UNFORESEEN ISSUES WHICH MAY ARISE; 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, ACCEPTING THE PROPOSAL OF EXP U.S. SERVICES, INC. TO DEVELOP A PLAN FOR A SAFE STREETS FOR ALL (SS4A) PROGRAM FOR THE CITY, PURSUANT TO RFP NO. 23-1204200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EXP U.S. SERVICES, INC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY-FIVE CENTS (\$167,774.55) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; FURTHER AUTHORIZING A PROJECT CONTINGENCY BUDGET, IN A TOTAL AMOUNT NOT TO EXCEED SIXTEEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND FORTY-FIVE CENTS (\$16,777.45); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A PLAN TO MODIFY THE AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND MIAMI-DADE COUNTY RELATED TO A UTILITIES DEBT REPAYMENT SCHEDULE, ATTACHED HERETO AS EXHIBIT "A"; FURTHER DIRECTING THE CITY CLERK TO FORWARD A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS FOR CONSIDERATION AND APPROVAL; 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 ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD THE PLACEMENT OF**

“FUTURE AGENDA ITEMS” TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FOUR HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$470,841.24); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 10, 2024). *Sponsored by Interim City Manager***
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RE-ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 24, 2024). *Sponsored by Interim City Manager***
3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RE-ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 24, 2024). *Sponsored by Interim City Manager***
4. **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, 2023 AND ENDING SEPTEMBER 30, 2024,**

ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT “A”; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 24, 2024). *Sponsored by Interim City Manager*

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor Jr.
Financial Oversight Update provided by Interim City Manager Darvin Williams
Glorieta Gardens Update

20. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Williams)

Housing Authority and Nuisance Abatement Board

1 individual appointment (Mayor Taylor)
1 individual appointment (Commissioner Williams)

Local Financial Oversight Board

1 at-large appointment

Teen & Young Adult Advisory Board

1 individual appointment (Commissioner Bass)

Charter Review Board

1 individual appointment (Vice Mayor Ervin)
1 individual appointment (Commissioner Kelley)
2 at-large appointments

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. City of Opa-locka Mayor & Commission, Parks & Recreation and Duke Live Party presents "For the Love of Black History" Karaoke Night Out, **Saturday, February 10, 2024** at 7:00 PM, Sherbondy Park, 215 Perviz Avenue, Opa-locka, Florida.
2. City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me Monday, **February 12, 2024** at 6:00 PM, Jesus Rock Ministries, 1100 Opa-locka Boulevard, Opa-locka, Florida.
3. City of Opa-locka Commissioner Joseph L. Kelley presents Florida Highway Safety and Motor Vehicles (FLHSMV) Florida Licensing on Wheels mobile office, **Friday, February 16, 2024** from 9:00 a.m. - 1:00 p.m., Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. Please call 305.953.2868 Ext. 1104 to schedule your appointment.
4. City of Opa-locka Parks & Recreation along with the Mayor & Commission and the Opa-locka Booster Club presents Opa-locka Hurricanes Football and Cheerleaders Awards Ceremony, **Saturday, February 17, 2024** from 4:00 PM - 8:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.
5. City of Opa-locka Black History Talent Show, **Saturday, February 24, 2024** at 4:00 PM, Sherbondy Park, 380 Bahman Avenue, Opa-locka, Florida. Auditions will be held on February 17, 2024 from 1:00 PM - 3:00 PM. For more information, please contact the Parks Department at 305.953.2875.
6. City of Opa-locka Black History Program, **Thursday, February 29, 2024** at 6:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.
7. City of Opa-locka Mayor & Commission in partnership with Farm Share and Miami-Dade County invites the community to a Monthly Free Food Walk-Thru Distribution hosted by Commissioner Joseph L. Kelley, **Wednesday, March 6, 2024** from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.
8. Opa-locka Community Redevelopment Agency Regular Meeting, **Tuesday, March 12, 2024** at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
9. Free aerobics classes sponsored by Mayor John H. Taylor, Jr. **every Monday & Wednesday** from 6 p.m. - 7 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

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 City of Bright Opportunities”

REGULAR CITY COMMISSION MEETING
Wednesday, January 10, 2024
7:00 PM

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:00 PM on Wednesday, January 10, 2024 at the City of Opa-locka Municipal Complex, 780 Fisherman Street, 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 Williams; and Mayor John H. Taylor, Jr. Also, in attendance were: Interim City Manager Darvin Williams; Assistant City Manager Shamecca Lawson, Assistant City Attorney Candice Cobb, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

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

Interim City Manager Darvin Williams requested to defer Items 13-2, 13-7, and 13-8.

Commissioner Bass requested to have Items 13-3 & 13-5 pulled from the Consent Agenda.

Commissioner Kelley requested to have Items 13-9, 13-13, and 13-19 pulled from the Consent Agenda.

Mayor Taylor requested to have Items 1 and 24 pulled from the Consent Agenda. He asked the sponsor of Item 1 to defer it as it relates to other items.

Attorney Burnadette Norris-Weeks noted there is an attorney present for Item 13-1 and she would like to at least explain the item but will defer at the will of Commission.

Mayor Taylor confirmed he will put Item 13-1 so the attorney can introduce themselves.

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

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 Williams, seconded by Vice Mayor Ervin, to approve the Agenda, as amended.

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

8. APPROVAL OF MINUTES:

Regular City Commission Meeting Minutes – December 12, 2023

It was moved by Commissioner Kelley, seconded by Commissioner Bass, to approve the Minutes –December 12, 2023.

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:

Representative Ashley V. Gantt Florida House of Representatives, District 109, joined virtually. She noted the legislative session began yesterday and she will be releasing a future date for a virtual town hall meeting. She said residents can stay engaged on the Florida channel. She noted her office is still open.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

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

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

City Clerk Flores stated there are no virtual public comments.

Mayor Taylor opened the Citizens' Forum.

Mr. Manny Perez, 1111 Barrier Street, asked the City Commission to decide about the City Manager. He said he was unaware he was going to be out as City Manager. He said the City Manager is doing a great job and some people are unhappy he may be out. He encouraged the City Commission to consider the decision wisely.

Ms. Rosalyn Kelly, on behalf of Seniors of the Move, said she is concerned about the firing of the City Manager. She said they are disappointed there is a resolution for his firing as he is experience, professional, and has accomplished much for the City. She noted he is very involved in the community and with seniors. They feel appreciated by him. She said they have seen 18 City Managers due to influence or personal reasons. She asked for it to stop tonight. She summarized Interim City Manager Williams' accomplishments.

Ms. Sharon Robinson, 13004 Glorietta Gardens, said she has been begging for help from mold and mildew since 1998. She said Interim City Manager Williams stepped in and helped them. She said he has a heart for humans, and she does not understand why they are trying to take him out.

Mr. John Renaud, 780 Fisherman's Street, introduced himself as President of AFSCME, said they support Interim City Manager Williams. He said Mr. Williams is a servant of the community and many people support him. He wondered why they want him out. He said are not going back to old ways. He said they stand with Interim City Manager Williams since he has a heart for people. He noted there are more accomplishments that Interim City Manager Williams has done that nobody knows about. He said whatever is inside you is what is going to come out. He encouraged Interim City Manager Williams to continue to allow his light to shine.

Mr. Kareem Brantley, 2141 NW 32nd Street, said he says he's from Opa-locka. He said the City Commission is doing so much and Interim City Manager Williams is doing a fantastic job. He said he hopes this is a referendum of support for Interim City Manager Williams and it would be a travesty to fire him tonight. He felt compelled to come to the meeting tonight and speak on his behalf.

Mr. Luis Santiago said Interim City Manager Williams is a good manager and is doing a good job. He stated they need more communication between the administration and the Commissioners. He claimed the City Commission have all the power to make change. He recognized Commissioner Kelley and how he is always there for the community. He noted Interim City Manager Williams has an open-door policy. He reminded the City Commission they are elected by the people.

Ms. Jasmine Wines, 13004 Glorietta Gardens, said Interim City Manager Williams is the only person who has made them feel a part of Opa-locka. She noted he is the only one who has her back and responds to concerns. She said the City Commission only visited Glorietta Gardens once and usually around election time. She said Interim City Manager Williams stands with them no matter what and she stands behind him.

Mr. Chris Davis, 2301 Rutland Street, spoke about bond counsel to manage debt. He expressed concern about the excessive cost. He noted additional revenue funds from the millage rate and asked how it will be allocated. He asked if the activities are aligned with a strategic plan. He said making improvements to only one part and refinancing debt is not the best use of resources. He reviewed two types of bonds. He does not believe the residents should pay more money and the City has one of the highest poverty rates in the County.

Mr. Aaron McKinney, 680 Lincoln Road, Miami Beach, said they are a real estate firm who does business in the City. He said they support Interim City Manager Williams and the common thing they heard tonight is that he cares about the community. He said one of the most pressing issues is affordable houses and Interim City Manager Williams is willing to spearhead resolutions around the topic. He encouraged the City Commission to retain Interim City Manager Williams and even to remove the Interim title and make him the City Manager of Opa-locka.

Mr. Randy Anglin, 200 Fisherman's Street, said he has been a member of the business community since 2013. He shared a personal story about his frustrating engaging with the City. He said Interim City Manager Williams contacted him and convinced him to believe the City is headed in the right direction. He stated it is disturbing to hear they are trying to remove Interim City Manager Williams. He asked the City Commission to listen to the community support.

Ms. Gloria Minus, Glorietta Gardens, said she met Interim City Manager Williams when they started to have problems. He said Interim City Manager Williams looks out for them. She asked the City Commission to make the right decision tonight. She said the problem is something

else but Interim City Manager Williams is doing his job. She asked them to keep Interim City Manager Williams.

Mr. Bruce Baskin, 2070 York Street, said he wants to know when his fence situation will be resolved.

Ms. Stephanie Holden, 200 Perviz Avenue, said Interim City Manager Williams has been doing a good job and what they are trying to do is dead wrong. She does not appreciate how the City Commission is handling this situation. She said they are going to celebrate when it is the Commissioners' last day. She stated Interim City Manager Williams needs to remain.

Ms. Ronda Rad, 706 Shore Avenue, said she is speaking on behalf of her family. She said the City has a special place in her heart. She noted this has been her parents are happy with how the City is being operated and her family speaks very highly of Interim City Manager Williams. She stated, under Interim City Manager Williams' leadership, issues are being addressed. She spoke in favor of Interim City Manager Williams.

Ms. Leslie Yam spoke as both a resident and City employee. She said they City has had many challenges and but there has been tremendous progress. She stated they are in the middle an audit, have many capital improvement projects, and making a decision today will not help the City. She noted there are 50 projects happening in the City and they are just getting started. She asked the City Commission to make a wise decision that will benefit all.

Mr. Brian Dennis, 2140 York Street, said everyone is talking about the great job that Interim City Manager Williams he has been doing but no one is talking about the lawsuits. He said the Interim City Manager Williams cannot get past a level 2 background check. He said they have the money to recall them.

Mr. Marc Cooper, 6801 SW 75th Terrace, Miami confessed that prior to the last election he was skeptical of the Interim City Manager. Since then, he has been completely impressed with Interim City Manager Williams and the City is in a much better place. He doesn't know why the item is on the agenda.

Ms. Ruba Rad, 706 Sherrod Avenue, said she is speaking in support of Interim City Manager Williams. She said they did not have a powerful or great City Commission when she was younger. Now, she believes that Interim City Manager Williams is good for the City. He has helped her family resolve an issue. She said it would be a disservice to Opa-locka children if Interim City Manager Williams leaves the City.

Ms. Audrey Dominguez, 1147 Jann Avenue, said on April 5, 2022, Interim City Manager Williams was appointed for nine months until a permanent City Manager could be hired. Now, they are going on two years. She said she supported hiring him because it was only temporary. She reviewed several issues she has had with the Interim City Manager when she was a Commissioner. She noted their loyalty should be with people who elected the City Commission and not with a man.

Mr. Gary Johnson, 13235 Alexandria Drive, said he wants to talk about the Interim City Manager Williams' actions. He stated the decision about shutting down Glorietta Gardens was personal. He noted only 13 of the 57 units was messed up. He said the Interim City Manager destroyed the whole complex. His character may be good, but his actions says something else.

Dr. Michelle Powell, 16900 NW 14th Avenue, said for over 18 months, her fiancé, Interim City Manager Williams has worked 7 days a week and 16-18 hours days. She said he does not come home until midnight or 1:00 AM in the morning. She said trashing his hard work is disrespectful. She said Interim City Manager Williams is a righteous man and has been called to do the work.

Mayor Taylor closed the Citizens' Forum.

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

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING AN AGREEMENT WITH BRYANT MILLER OLIVE P.A. TO PROVIDE BOND COUNSEL SERVICES FOR THE CITY'S DEBT RELATED FINANCING; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney***

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.

City Attorney Burnadette Norris-Weeks introduced the item. She explained the item was brought to the City Commission because the Interim City Manager was seeking bond counsel for the municipal complex, municipal air conditioning system, and certain improvement to Ingram Park. She said the amount is a flat fee amount. She recommended a specific attorney from the firm of Bryant Miller Olive P.A.

Ms. Jolinda Herring, Attorney from Bryant Miller Olive P.A, serves as the CEO and managing shareholder of the law firm. She noted she has been practicing in the bond field for over 25 years and they work with a number of cities and counties throughout the State.

Mayor Taylor reiterated his request for deferral. City Attorney Burnadette Norris-Weeks affirmed.

- 2. [13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO PURCHASE A NEW CITY BUS TO BE UTILIZED FOR THE TRANSPORTATION OF SENIOR CITIZENS;**

PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

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

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

Mayor Taylor introduced the item. He noted they have been considering purchasing a new city bus for the senior the last few years. He said their current bus is not working. He asked his colleagues to support his desire for their seniors to have reliable transportation.

Commissioner Bass pulled the item because she questioned the funding for the purchase of the bus. She wants to ensure they are in a position to purchase the bus. Interim City Manager Williams said they are trying to secure grants from the State, but they will utilize contingency funds to make the purchase. He noted they have looked at a range of prices for busses from \$300,000-\$349,000.

Mayor Taylor stated he not opposed to utilizing contingency funds to purchase a bus for the seniors.

Commissioner Kelley asked which contingency line items.

Mr. Robert Ananthan, Budget Administrator, replied that they have \$1.25M of contingency in the general fund and would be the source of funding for the purchase.

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

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

3. [13-5] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING INTERIM CITY MANAGER DARVIN WILLIAMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley*

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

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin, to discuss Agenda Item 12-3.

Commissioner Kelley introduced the item. He said he does not take the concerns and passion of the citizens lightly. He noted the greatest right is the freedom of expression and democracy. He hopes the same passion and concern does not end tonight and shows up at every meeting. He is aware of the impact of the City Commission and their roles. He noted facts and truth will pass perception every time. He said addressing concerns of the community, residential and business, should always be their highest priorities. He shared his reasons for proposed termination of Interim City Manager Williams, including lack of timely responses and communication, addressing concerns, lack of follow up, and not acting on mandates. He said he did not come back to the City Commission for anything else to help the City reach to be the City of Brighter Opportunities.

Commissioner Bass said she pulled the item and noted no one is perfect. In her opinion, the Interim City Manager's accomplishments outweigh his fault. What she heard from Commissioner Kelley is a lack of communication and not that Interim City Manager Williams is not doing his job. She agreed Interim City Manager Williams needs to work on his communication skills. She said this is about the Opa-locka residents and what has been accomplished of the leadership of Interim City Manager Williams, along with the City Commission. She said Interim City Manager Williams is perfect for this position at this moment in time. She asked why the City Commission didn't follow the proper process and wait to make a decision about the City Manager. She said this resolution is a waste of time. She told Interim City Manager Williams, she supports him 100% and has his back. She noted this is her community and residents are her people. She said Interim City Manager Williams is what is best for their government.

Vice Mayor Ervin stated after hearing this item would be on the agenda, she did research. They had 9 City Managers within a 7-year timespan. She said they will never move their City forward like that. She said this is ridiculous.

Vice Mayor Ervin asked City Clerk Flores if she received an evaluation in 2023. City Clerk Flores said no, ma'am. She asked City Clerk Flores when the last time she received an evaluation. City Clerk Flores responded she does not recall.

Vice Mayor Ervin asked City Attorney Weeks if she received an evaluation in 2023. City Attorney Weeks replied that she is outside legal counsel and does not know of any outside counsels who receive evaluations.

Vice Mayor Ervin asked Interim City Manager Williams if he received an evaluation in 2023. Interim City Manager Williams said no and confirmed he has never received a performance evaluation from the City Commission.

Vice Mayor Ervin said it is their job to conduct evaluations and they are not doing their job as the City Commission. She argued the administration wouldn't have an idea that they were not doing the will of the Commission. She said they need to let employees know if they are not doing a good job. She asked the City Commission to stop looking at their own personal feelings and look at performance. She stated they have to do better and the Opa-locka "way" isn't working. She said she does not support the item.

Commissioner Williams there are two sides to every story. She said they need to look at the global picture. As a City Commission, they go by a charter. For her, she is torn because her vote was definite but then became indefinite. As a leader, she needs to think about how to move forward. She made a list of pros and cons. She would be remiss if she didn't say there are issues and struggles and push pull relationships on the City Commission about the relationship with the Interim City Manager. She noted they must finish the search process for a City Manager. She noted they had two meetings where the two Assistant City Managers could not answer questions. She feels disrespected at times. She explained there are a lot of City Commission projects that have not been pushed as much as the CIP projects. The CIP Projects makes the City Manager's Office look good. There are serious communication issues. She noted all the accomplishments are out accomplishments, and not just one person's accomplishments. She said the Board outlines the vision for the City through the strategic plan. Their job is to create and pass legislation for all 16,000 City residents. She noted the residents don't see the full picture. She acknowledged there are things they need to fix internally. She stated they have to receive respect from the entire management team and then they will give respect back. She reiterated they need to complete their City Manager search process.

City Clerk Flores said she needed direction from the City Attorney for areas in the legislation that have blanks and need to be completed. City Attorney Norris-Weeks said they could bifurcate the legislation, or they could discuss the new Interim Manager City Manager if the legislation is passed.

Commissioner Kelley acknowledged his colleagues' concerns. He proffered Vernon Hargray for the appointment of Interim City Manager if the legislation passes. Commissioner Kelley said he has not spoken to Hargray about a compensation package. He left it open for the City Commission to have a discussion. He recommended the same compensation as the current Interim City Manager.

It was moved by Commissioner Kelley to add Vernon Hargray to the resolution language. The motion failed due to lack of second.

Commissioner Kelley with his motion.

It was moved by Commissioner Kelley to propose Shamecca Lawson for the Interim City Manager. The motion failed due to lack of second.

City Attorney Norris-Weeks stated they can bifurcate it.

There being no additional discussion, the motion to approve the Resolution failed by a 4-1 vote.

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

4. [13-9] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SELECTION OF POPULAR BANK AS AN EXEMPTION TO COMPETITIVE PROCUREMENT; 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 12-4.

Interim City Manager Williams introduced the item. He noted they have a long history of challenges with City National Bank.

Ms. Neema Walker, Director of Finance, reviewed the issues the City has had with City National Bank, including closure of a critical account that was closed.

Commissioner Kelley pulled the item to ask what process was used to identify Popular Bank. He expressed concern that they did not go through the competitive process.

Ms. Walker stated that they had several meetings with eight banks. She said three banks provided comps of services and fees.

Commissioner Kelley reiterated his concern that they did not engage in a competitive process and just called banks directly. He said it is not good business or practice. He is not sure if they exhausted all legal remedies with their current provider.

Commissioner Williams asked if they did business with Popular bank in the past. Ms. Walker replied not to her knowledge. Interim City Manager Williams said an RFP was coupled with the bond and recommended deferring the item.

The Commission agreed to defer the item.

5. [13-13] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR THE SESAME STREET CULVERT REPLACEMENT WITHIN THE CITY, PURSUANT TO RFP NO. 23-1016200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAFA CONSTRUCTION, LLC FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; FURTHER AUTHORIZING A PROJECT CONTINGENCY BUDGET, IN A TOTAL AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING

FOR ADOPTION OF REPRESENTATIONS; 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 Bass, to discuss Agenda Item 12-5.

Interim City Manager Williams introduced the item. He stated the item is coming from the Capital Improvement Projects.

Commissioner Kelley asked about the project costs.

Ms. Adelina Groce reviewed the three changes made to the proposed bid.

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

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

6. [13-19] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH HYDRA SERVICE, INC., IN AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND, TWELVE DOLLARS (\$41,012.00), FOR THE DIRECT PURCHASE OF TWO SUBMERSIBLE REPLACEMENT PUMPS FOR PUMP STATION NO. 14., 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 Kelley, seconded by Commissioner Bass, to discuss Agenda Item 12-6.

Interim City Manager Williams introduced the item. He stated Mr. Austin is available to answer questions.

Commissioner Kelley expressed concern about sole source agreements. Mr. Austin confirmed, in the State of Florida, this vendor is the only provider.

Commissioner Kelley suggested the administration look long-term in dealing with this issue.

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

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

- 7. [13-24] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF KING'S WRECKER SERVICE, INC. FOR CITYWIDE TOWING SERVICES, PURSUANT TO RFP NO. 23-1019200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KING'S WRECKER SERVICE, INC. FOR SAID SERVICES, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

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

It was moved by Commissioner Kelley, seconded by Commissioner Bass, to discuss Agenda Item 12-7.

Interim City Manager Williams introduced the item. He said the Chief is unavailable at the moment, but he can answer questions.

Commissioner Kelley asked for additional information during his briefing. He said this resolution brings it to one provider for the towing services when they used to have three. He asked about the agreement language. He suggested a friendly amendment to add a 90-day probation period for the vendor in the resolution.

Interim City Manager Williams recommended to add another amendment that would permit them to select one of the other candidates as a backup.

Mayor Taylor also expressed concern about only having one company as well.

City Attorney Norris-Weeks stated the contract has not been completed so they can add the 90-day amendment. Mayor Taylor would like to see a City Commission report brought back within the 90 days. Chief Autley agreed to write a monthly report.

It was moved by Commissioner Kelley, seconded by Mayor Taylor, to add language that a report will be brought back to the City Commission within 90 days.

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

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

There being no additional discussion, the motion, as amended, to approve the Resolution passed by a 5-0 vote.

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING AN AGREEMENT WITH BRYANT MILLER OLIVE P.A. TO PROVIDE BOND COUNSEL SERVICES FOR THE CITY'S DEBT RELATED FINANCING; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING AN AGREEMENT WITH GREENSPOON MARDER, LLP TO PROVIDE BOND COUNSEL SERVICES FOR THE CITY'S DEBT RELATED FINANCING; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO PURCHASE A NEW CITY BUS TO BE UTILIZED FOR THE TRANSPORTATION OF SENIOR CITIZENS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING MEMBERS TO THE CHARTER REVIEW BOARD; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING INTERIM CITY MANAGER DARVIN WILLIAMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS (“RFP”) FOR A PUBLIC RELATIONS AND MARKETING CONSULTANT CONSISTENT WITH THE SCOPE OF SERVICES OUTLINED IN EXHIBIT “A”, ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS (“RFP”) FOR QUALIFIED FINANCIAL INSTITUTIONS TO OFFER FINANCING TERMS FOR THE REFINANCING OF CERTAIN CURRENT CITY DEBT AND CERTAIN CAPITAL PROJECTS IN AN RFP FORM TO BE APPROVED BY THE CITY ATTORNEY PRIOR TO ISSUANCE; 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, AUTHORIZING THREE BIDS FOR COMMUNITY ENGAGEMENT SERVICES IN CONNECTION WITH EDUCATING THE PUBLIC ON THE NEED TO REFINANCE A BOND FOR CERTAIN INGRAM PARK IMPROVEMENTS AND FOR AIR CONDITIONING CHILLER REPAIR SERVICES AT THE CITY’S MUNICIPAL COMPLEX; 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, APPROVING THE SELECTION OF POPULAR BANK AS AN EXEMPTION TO COMPETITIVE PROCUREMENT; 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, AUTHORIZING EXECUTION FOR THE ENVIRONMENTAL REVIEW EXCEPTION FORM AND OTHER NECESSARY DOCUMENTS RELATED TO THE CANAL PROJECT GRANT REQUEST FOR THE CANAL LOCATED AT NW 127TH STREET; 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 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, FOR PHASE V OF THE CITY SIDEWALK INSTALLATION PROJECT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-EIGHT THOUSAND, FOUR HUNDRED THIRTY SIX DOLLARS AND EIGHTEEN CENTS (\$258,436.18); 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, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING CITY FUNDING TO SUPPORT A 50% GRANT MATCHING REQUIREMENT FOR AN AMOUNT UP TO THREE HUNDRED, FORTY-NINE THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS (\$349,476.00) TO SERVICE A SOUTHERN ROUTE SHUTTLE BUS FOR RESIDENTS OF THE CITY AND ADJACENT AREAS; 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, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR THE SESAME STREET CULVERT REPLACEMENT WITHIN THE CITY, PURSUANT TO RFP NO. 23-1016200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAFA CONSTRUCTION, LLC FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT “A”; FURTHER AUTHORIZING A PROJECT CONTINGENCY BUDGET,**

IN A TOTAL AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

- 14. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION THAT WAS SUBMITTED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 15. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF CHEN MOORE AND ASSOCIATES, INC. FOR CITYWIDE URBAN FOREST PLAN SERVICES, PURSUANT TO RFP NO. 23-1128200 AND FURTHER AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CHEN MOORE AND ASSOCIATES, INC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY SEVEN THOUSAND, SIX HUNDRED SIXTY DOLLARS (\$87,660.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 16. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") 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***
- 17. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO IMPLEMENT A PILOT PROGRAM TO ELIMINATE FATS, OIL, AND GREASE (FOG) IN THE CITY'S SANITARY SEWER SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 18. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO REQUEST THAT MIAMI-DADE COUNTY CONDUCT A FEASIBILITY STUDY TO INSTALL A PEDESTRIAN CROSSWALK ON FISHERMAN STREET IN FRONT OF CITY HALL, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; 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 INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH HYDRA SERVICE, INC., IN AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND, TWELVE DOLLARS (\$41,012.00), FOR THE DIRECT PURCHASE OF TWO SUBMERSIBLE REPLACEMENT PUMPS FOR PUMP STATION NO. 14., WITHIN THE CITY; 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 INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH HYDRA SERVICE, INC., IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND, SIX HUNDRED THIRTY DOLLARS (\$28,630.00), FOR THE DIRECT PURCHASE OF A SUBMERSIBLE REPLACEMENT PUMP FOR PUMP STATION NO. 11-A, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
21. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH IN-PIPE TECHNOLOGY COMPANY, INC., IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), FOR THE DIRECT PURCHASE OF AN AOP-16 LIFT STATION ODOR CONTROL UNIT FOR PUMP STATION NO. 11-A, WITHIN THE CITY PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
22. **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 BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE CITY OF MIAMI BEACH POLICE DEPARTMENT, ATTACHED HERETO AS EXHIBIT “A”, FOR LAW ENFORCEMENT SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
23. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE RETIREMENT AND CONVEYANCE OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT CANINE THOR TO HIS HANDLER; PROVIDING FOR**

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

24. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF KING'S WRECKER SERVICE, INC. FOR CITYWIDE TOWING SERVICES, PURSUANT TO RFP NO. 23-1019200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KING'S WRECKER SERVICE, INC. FOR SAID SERVICES, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
25. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT WITH AFFORDABLE INTERIOR SYSTEMS, INC., IN AN AMOUNT NOT TO EXCEED SIXTY-ONE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS AND FORTY-FIVE CENTS (\$61,336.45) TO FURNISH THE POLICE DEPARTMENT; 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 SPECIAL EXCEPTION REQUEST FOR THE CONSTRUCTION OF A TWIN HOME BUILDING IN THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1), ON THE PROPERTY LOCATED AT THE CORNER OF NW 17TH AVENUE AND OPA-LOCKA BOULEVARD AND IDENTIFIED BY FOLIO 08-2122-018-0200; 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 15-A.1.

Interim City Manager Williams introduced the item. He stated the item is coming from the Community Development Department and Mr. Gerald Lee is available for questions.

There were no questions from the City Commission.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

Commissioner Kelley expressed concern about special exceptions requests, specifically parking.

Mr. Gerald Lee, Assistant Director Community Development, explained the special exception. He noted each of the units will have the same number of parking spots as the same as a single-family home. He clarified it is essentially a duplex, but they call it a twin home.

Commissioner Kelley reiterated his reluctance.

Commissioner Williams asked about the parking solution if it is more than four vehicles. Mr. Lee said it will provide for two parking spaces per unit, which is the requirement. He noted all the surrounding properties are single-family properties.

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

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

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE CONSTRUCTION OF A TWIN HOME BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF NW 17TH AVENUE AND OPA-LOCKA BOULEVARD AND IDENTIFIED BY FOLIO 08-2122-018-0200 IN THE R-1 ZONING DISTRICT; 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 Vice Mayor Ervin, to discuss Agenda Item 15-A.2.

Interim City Manager Williams introduced the item. He stated it is a companion item to 15-A.1. and Mr. Lee is available for additional questions.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There were no questions from the City Commission.

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

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Williams Yes
Commissioner Bass 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, PROVIDING FOR EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3191(1), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; 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 Kelley, seconded by Vice Mayor Ervin, to discuss Agenda Item 16-A.1.

Interim City Manager Williams introduced the item. He stated the item is also coming from the Community Development Department and the Mr. Gerald Lee and the vendor are both available for questions.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There were no questions from the City Commission.

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

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

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN TO INCORPORATE THE ADOPTED 2022 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE AND TO STRENGTHEN THE COORDINATION BETWEEN WATER SUPPLY PLANNING AND LOCAL LAND USE PLANNING BY AMENDING CERTAIN OBJECTIVES AND POLICIES IN THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3177(6), FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; 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 Vice Mayor Ervin, seconded by Commissioner Bass, to discuss Agenda Item 16-A.2.

Interim City Manager Williams introduced the item. He stated the item is coming from the Community Development Department and the Mr. Gerald Lee is available for questions.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There were no questions from the City Commission.

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

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

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FOUR HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$470,841.24); PROVIDING FOR INCORPORATION OF RECITALS; 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 Vice Mayor Ervin, seconded by Commissioner Bass, to discuss Agenda Item 16-A.3.

Interim City Manager Williams introduced the item. He stated the item is coming from the Public Works Department and Mr. Austin is available for quesitons.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There were no questions from the City Commission.

There being no additional discussion, the motion to approve the Ordinance passed 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, AMENDING ARTICLE VI OF THE CITY'S LAND DEVELOPMENT REGULATIONS, ENTITLED "OFF-STREET PARKING**

AND LOADING REQUIREMENTS” TO SPECIFICALLY AMEND SECTION 2-152(F) ENTITLED “GENERAL PRINCIPLES” TO PROVIDE FOR OUTDOOR STORAGE OF VEHICLES ONLY IN A DESIGNATED PARKING SPACE, PROHIBITING DOUBLE PARKING AND REQUIRING THAT ALL AREAS ARE FREE FROM UNSIGHTLY CONDITIONS; AMENDING ARTICLE VI OF THE CITY’S LAND DEVELOPMENT REGULATIONS, SPECIFICALLY SECTION 2-160 (C)(4) ENTITLED “PERMITTED OFF-STREET PARKING” TO REQUIRE A CURRENT VALID LICENSE PLATE FOR RESIDENTIAL PARKING AND FURTHER REQUIRING THAT VEHICLES PARKED AT COMMERCIAL AND INDUSTRIAL FACILITIES HAVE A VALID LICENSE PLATE AND OR BILL OF SALE AND WORK ORDER POSTED VISIBLY ON THE DRIVER’S SIDE WINDOW, INCLUDING VIN NUMBER FOR VEHICLE, BUSINESS NAME, ADDRESS AND TELEPHONE NUMBER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

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

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

Mayor Taylor introduced the item.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There were no questions from the City Commission.

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

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER’S REPORT:

Interim City Manager Williams explained that he will be reaching out to determine how to best

improve communications with the City Commission.

City Attorney Norris-Weeks announced a Shade Meeting on January 24, 2024 at 6:00 p.m.

Commissioner Williams asked about the City being in every newspaper today regarding Glorietta Gardens. She asked if they could call their own press conference to discuss the positive steps they have taken forward.

Commissioner Kelley stated he forwarded emails to the Interim City Manager regarding Glorietta Gardens.

Mayor Taylor asked for an update on Glorietta Gardens from the Interim City Manager at each City Commission meeting.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

1. **Mayor John H. Taylor Jr.**
Financial Oversight Update provided by Interim City Manager Darvin Williams
City Manager Search Update provided by Human Resources Director Mary Adams on behalf of the Employee Relations Group

Commissioner Williams commended Commissioner Bass on her successful Community Baby Shower event. She gave kudos to Vice Mayor Ervin's for her walk. She announced that the gym is open, and it has a nice, relaxing, and comfortable vibe. She asked about the Teen and Young Adult Advisory Board.

City Clerk Flores said the status is the same as before. She said a Board clerk, Ms. Walker, as appointed and responsible for scheduling. Ms. Ashley Walker, liaison, said she reached out to the appointed members last week and asked for a schedule update. She has only received two responses and is awaiting on the final response. Mayor Taylor mentioned a fourth teenager who is interested.

Commissioner Williams stated they will need to do a better job at marketing the Board. She noted more teenagers are Police Explorers and might be a viable option. She suggested they may need to turn the Board more into a club to generate more interest. She said they have been told by their youth and young adults that they do not have a voice within the City.

Commissioner Williams said the decision about Interim City Manager Williams was not easy. She would like to City Commission to continue to move forward with the City staff as one team.

Commissioner Bass thanked the City Commissioner and sponsors who helped with the Community Baby Shower event. She stated the next event will be held in September.

Vice Mayor Ervin said the Community Baby Shower was great. She would like to sponsor the September event with Commissioner Bass. She stated they need to work together as a City Commission so there are not slum lords within the City. She spoke about her walk event. She asked the City Attorney about attending meetings virtually and voting. City Attorney Norris-Weeks said the law outlines if a majority is present in-person, the Commissioner attending virtually can vote.

Commissioner Kelley thanked his colleagues for their support of the most recent farm share distribution. He said they serviced 300 families. He acknowledged Vice Mayor Ervin's walk event. He said he looks forward to the new initiatives for the Public Safety Department. He invited the community to attend the Dr. Martin Luther King, Jr. walk on January 13th, which will end at Sherbondy Village. He acknowledged the Interim City Manager's comments about better communication but noted he will continue to speak out when necessary. He hopes they move forward together as one community to continue to do positive things.

Mayor Taylor asked for a brief update on financial oversight. Interim City Manager Williams said they were due to turn in their report to JLAG by December 15, 2023. They missed the deadline by one day and submitted on December 16, 2023 but it was acknowledged by JLAG. He noted they continue to have a hard deadline of March 1, 2024 to complete the final audit. He stated they anticipate having it completed by February 1, 2024.

Ms. Mary Adams, Human Resources Director, provided an update on the City Manager search. She noted she provided a report to the City Commission. She stated they have a total of 35 applicants for the position.

Ms. Adams summarized the report and reviewed the timeline. Discussion ensued about the timeline.

It was moved by Mayor Taylor, seconded by Commissioner Williams, to accept the timeline presented by Ms. Adams, with date revisions discussed.

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

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

Mayor Taylor noted the State of the City will be held on January 31st.

20. OFFICIAL BOARD APPOINTMENTS:

Commissioner Kelley appointed the teenager Apollanaire Mendoza who was mentioned by Mayor Taylor earlier in the meeting to the Teen and Young Adult Advisory Board.

21. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 11:02 p.m.

John H. Taylor, Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

REGULAR CITY COMMISSION MEETING
Wednesday, January 24, 2024
7:00 PM

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:03 PM on Wednesday, January 24, 2024 at the City of Opa-locka Municipal Complex, 780 Fisherman Street, 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 Williams; and Mayor John H. Taylor, Jr. Also in attendance were: Interim City Manager Darvin Williams; Assistant City Manager Shamecca Lawson, Assistant City Attorney Candice Cobb, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special Presentation by Commissioner Joseph L. Kelley
Light-Up Opa-locka Holiday Lights Contest Winners

Commissioner Kelley presented the Light-Up Opa-Locka 1st Place award to the Collier Family, 2nd Place to the Espinoza Family, and the 3rd Place award to the Morra Family. He thanked the Recreation Advisory Board for serving as judges.

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

There were no Consent Agenda items.

7. APPROVAL OF AGENDA:

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

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

8. APPROVAL OF MINUTES:

There were none.

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

There was no report.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

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

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

City Clerk Flores stated there was 1 virtual public comment.

Mayor Taylor opened the Citizens' Forum.

Mr. Daniel Nunez, 15476 NW 77th Court, Miami Lakes, spoke about his student leadership program. He asked for Opa-locka to participate in the program and commit to hosting a student for the day to shadow administration. He noted they already have 12 confirmed cities.

Ms. Torani Mitchell, 14225 NW 22nd Place, said she received a call from the Interim City Manager regarding her water bill. She also received an email and called Tuesday morning to speak to someone regarding her bill. She asked about the due date for her water bill and has not had any of her questions answered. She wants to know which meters were changed.

Mr. Brian Dennis, 4140 York Street, said a tree fell on his car on November 16th and he wants to know who to submit his request for payment to. He stated it was a City tree and City property. He also thanked Officer Holborow for his help.

Ms. Audrey Dominguez, 1147 Jann Avenue, asked why they are speaking about the ad valorem taxes again.

Mayor Taylor closed the Citizens' Forum.

Mayor Taylor asked City Clerk Flores to reach out to Mr. Nunez regarding participation in his student leadership program.

Mayor Taylor asked the Interim City Manager about the City meters. Interim City Manager Williams said 90% of the meters has been completed but Ms. Mitchell's situation is different. He noted all her issues except for one has been resolved. He explained the water billing cycle and noted the staff who answer the call are County staff. Mayor Taylor asked about the relationship between the County and City of Opa-locka. Interim City Manager Williams noted it was an agreement entered into pre-dating his time. He noted the administration believes it should be renegotiated.

Commissioner Kelley stated this is not a new issue. He said he will bring back legislation to look at all MOUs, including water and garbage. He noted residents have called and have not received responses.

Interim City Manager Williams clarified they have a fluctuating reading date, but the bill date remains the same.

Commissioner Williams for the entire City Commission to have a say in the program proposed by Mr. Nunez. She wants to ensure the student is a resident of Opa-locka. Additionally, she asked for a County representative to attend a meeting to answer resident questions and concerns.

Mayor Taylor asked the Interim City Manager to connect with Mr. Dennis regarding his car.

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

The were no items.

13. ADMINISTRATION:

CONSENT AGENDA:

There were none.

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

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, RE-ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; 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.1.

Interim City Manager Williams introduced the item. He stated it is a redo of the trim notice.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

Mr. Robert Anathan, Budget Administrator, said this is strictly administrative and there is no long-term financial impact. He noted they have done this same thing for 10 years and the State did not approve this year because they changed the rules. He reviewed the process, timeline, and feedback from the State. He further explained the advertisement. He noted what they are asked to readopt tonight is the 9.350 mills passed last September.

Mayor Taylor asked about the timeline. He noted they missed the deadline to cure it. Mr. Anathan said they appealed on the first date and confirmed the State noted there would be no penalty. Mayor Taylor said the item should have come to the Commission earlier, even if the administration disagreed with the State. Mr. Anathan said they did not bring it forth at the previous meeting due to the length of the agenda and they also thought the State had accepted their argument. Mr. Anathan reiterated there will be no penalties. Mayor Taylor noted he previously asked for that in writing.

Commissioner Kelley said the Commission's primary concern is to pass a budget. He expressed concern about the whole process. He noted the administration knew they were out of compliance, but nothing was brought to the City Commission. He stated the funds will likely not be released now until March 1. He noted the funds being withheld is an impact. He asked how much funding is being withheld. Mr. Anathan said his estimation is between \$700,000-\$800,000. Commissioner Kelley stated this item should have been on the January 10th agenda.

Commissioner Williams asked how much is being withheld. Mr. Anathan clarified his earlier figure was how much would property tax be withheld in the next month or two. Commissioner Williams stated that was not her understanding of what the question was being asked. Mr. Anathan explained they receive 90% of property tax and 10% is held until it is cured.

Commissioner Williams inquired about a minor infraction. Mr. Anathan explained his interpretation of minor infraction and does not have a penalty associated with it. Commissioner Williams agreed the item should have come to the City Commissioner earlier.

There being no additional discussion, the motion to approve the Ordinance failed by a 3-2 vote.

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

Mr. Anathan said if they do not have a Supermajority vote, there is no millage rate established.

Commissioner Kelley expressed frustration about the City Commission always being forced to make a decision on the spot.

Mr. Anathan reiterated that the State expects the City Commission to vote the same way they did in September, although they have the right to change their vote.

Commissioner Kelley stated he has issues with the process.

Commissioner Williams asked Mr. Anathan about the implications if they do not pass the ordinance. She noted it was handled poorly. Mr. Anathan replied if they choose not to pass it, they will likely lose 10% of their property tax revenue.

Commissioner Kelley said they will lose close to \$1M if they do not pass it. He has they need to move forward because it will impact the other two items on the agenda.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to reconsider Item 16-A.1.

Commissioner Kelley stated he hopes this never happens again.

There being no additional discussion, the motion to reconsider the item passed 5-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Williams Yes

Commissioner Bass Yes
Mayor Taylor Yes

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

There being no additional discussion, the motion to approve the item passed 4-1 vote.

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

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RE-ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; 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 Vice Mayor Ervin, seconded by Commissioner Williams. to discuss Agenda Item 16-A.2.

Interim City Manager Williams introduced the item. He stated the item is a companion item to 16-A-1.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There were no questions from the City Commission.

There being no additional discussion, the motion to approve the Ordinance passed by a 4-1 vote.

Vice Mayor Ervin Yes

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

3. **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, 2023 AND ENDING SEPTEMBER 30, 2024, 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***

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.3.

Interim City Manager Williams introduced the item. He stated it is a budget amendment required due to December expenditures.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

Mr. Anathan explained the budget amendment.

Commissioner Kelley said he did not receive clarity regarding the Operational Assessment for Code and Municipal Complex Services. He asked for answers via email.

There being no additional discussion, the motion to approve the Ordinance passed 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):

There were none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Interim City Manager Williams acknowledged the concerns expressed about the items and they will address it internally. He added they do not have any current updates on Glorietta Gardens. He noted the County has filed suit against Glorietta Gardens and HUD is conducting re-inspections.

Commissioner Kelley, Commissioner Bass, Commissioner Williams, and Vice Mayor Ervin had nothing to report.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

1. **Mayor John H. Taylor Jr.
Financial Oversight Update provided by Interim City Manager Darvin Williams**
2. **City Manager Search Update provided by Human Resources Director Mary Adams on behalf of the Employee Relations Group**

Interim City Manager Williams stated they continue to engage and on track to meet the deadline to have the audit completed by February 1 if they do not have face any delays.

Ms. Mary Adams, HR Director, provided an update on the City Manager search update. She asked for the recruiting schedule to be extended, due to the significant increase of applicants by the deadline. She reviewed the new proposed timeline.

There were no questions from the City Commission.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to adopt the new timeline.

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

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Williams Yes

Commissioner Bass Yes
Mayor Taylor Yes

Mayor Taylor brought the scholarship to Interim City Manager's attention. He asked for it to be marketed earlier.

Mayor Taylor proposed moving the February meeting from February 14th to either February 12th or 13th.

There was consensus to move the February meeting to February 15th.

It was moved by Mayor Taylor, seconded by Vice Mayor Ervin, to move the regular City Commission meeting from February 14th to February 15th.

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

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

Commissioner Williams asked Mayor Taylor to provide the City Commission with a report from Tallahassee.

20. OFFICIAL BOARD APPOINTMENTS:

Commissioner Bass appointed the Alex Van Meckle to the Charter Review Board.

Commissioner Williams appointed Jannie Russell to the Charter Review Board.

Mayor Taylor appointed Nakisha Williams to the Charter Review Board.

21. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 8:35 p.m.

ATTEST:

John H. Taylor, Jr.
Mayor

Joanna Flores, CMC
City Clerk

RESOLUTION NO. 24-XXXX

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF OPA-LOCKA, FLORIDA,
ESTABLISHING A LUMP-SUM BONUS PAYMENT
POLICY PURSUANT TO SECTION 215.425, FLORIDA
STATUTES; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 215.425, Florida Statutes prohibits extra compensation being made to any officer, agent, employee, or contractor after the service has been rendered unless implemented through a lump sum bonus payment policy; and

WHEREAS, Section 215.425, Florida Statutes specifically requires that the award of a bonus must be based on actual work performance and pursuant to standards and an evaluation process; and

WHEREAS, any policy designed to implement a lump sum bonus payment policy must: (a) base the award of a bonus on work performance; (b) describe the performance standards and evaluation process by which a bonus will be awarded; (c) notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and (d) consider all employees for the bonus; and

WHEREAS, as an incentive for City of Opa-Locka staff's dedication, the City Commission of the City of Opa-Locka ("City") will provide a one-time merit bonus payment in the amount of Two Hundred Fifty Dollars (\$250.00) per employee, in accordance with Section 215.425, Florida Statutes; and

WHEREAS, full-time and part-time employees will be considered to receive the bonus payment; and

WHEREAS, to be eligible, the employee will need to demonstrate satisfactory performance consistent with the criteria set forth in Exhibit "A" attached hereto following the passage of this Resolution; and

WHEREAS, after passage of this Resolution and before the beginning of the evaluation period from March 1st to May 31st, the city administration must notify all employees of this Resolution and describe the performance standards and evaluation process; and

WHEREAS, there are currently One Hundred Thirty-Six (136) full-time employees and Twenty-Two (22) part-time employees onboard. If all employees qualify for this bonus, this will add approximately Fifty-One Thousand Dollars

(\$51,000.00) of compensation expense, including wages, FICA / Medicare and retirement. It will also add another approximately Four Thousand, Seven Hundred Dollars (\$4,700.00) to the Workers Compensation Audit to be completed next fall. This additional expense will either be covered by vacancy savings in each division, if available or otherwise will be addressed in the next budget amendment; and

WHEREAS, following notice to all employees, the evaluation must be completed and submitted to the Interim City Manager for review and final determination. This will be a one-time bonus and is not intended to increase an employee's regular salary; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to authorize the Interim City Manager to provide a one-time merit bonus, in the amount of Two Hundred Fifty Dollars (\$250.00) per employee, to City employees who demonstrate performance based on the criteria provided in Exhibit "A" attached hereto. The bonus shall in no way consider any past performance evaluations.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Interim Manager to provide a one-time merit bonus, in the amount of Two Hundred Fifty Dollars (\$250.00), for City employees who meet the criteria set forth in Exhibit "A" attached hereto.

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 _____, 2024.

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: _____

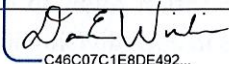
VOTE:

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

DocuSigned by:


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City Manager:	Darvin E. Williams		CM Signature:				
Commission Meeting Date:	02.14.2024		Item Type:	Resolution	Ordinance		Other
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X		X	X
Funding Source: Account#: 35-535640 Enterprise Fund	(Enter Fund & Dept) See the 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#: Piggyback				
		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	Vice Mayor Ervin		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to provide a one-time merit bonus in the amount of \$250 per employee to City employees who demonstrate satisfaction performance on their annual evaluation.

Staff Summary:

As an incentive for City staff's dedication, the City Commission will provide a one-time merit bonus payment in the amount of \$250 per employee. Full-time and part-time employees will be considered to receive the bonus payment. To be eligible, the employee will need to demonstrate satisfactory performance on their annual evaluation. The evaluation must be completed and submitted to the City Manager for review and final determination. This will be a one-time bonus and is not intended to increase an employee's regular salary.

Upon passage and before the beginning of the evaluation period, City Administration must notify all employees of this resolution and describe the performance standards and evaluation process.

Financial Impact: There are currently 136 full-time employees and 22 part-time employees onboard. If all employees qualify for this bonus, this will add approximately \$51,000 of compensation expense, including wages, FICA / Medicare and retirement. It will also add another approximately \$4,700 to the Workers Compensation Audit to be completed next fall. This additional expense will either be covered by vacancy savings in each division if available or otherwise will be addressed in the next budget amendment.

Proposed Action:

Staff recommends the City Commission authorize the City Manager to provide a one-time merit bonus in the amount of \$250 to each City employee who demonstrate satisfaction on their performance evaluation.

Attachment:

EXHIBIT "A"
LUMP SUM BONUS PAYMENT POLICY

SECTION I. DEFINITIONS

- (a) **City Manager** means a person or persons designated by the governing authority to serve as the City Manager for the City of Opa-Locka.
- (b) **Employee** means all City of Opa-Locka employees.

SECTION II. EMPLOYEE BONUS: PERFORMANCE STANDARDS AND EVALUATION PROCESS

Bonus Funds

At any one time during a calendar year, the City Commission of the City of Opa-Locka shall review its financial situation and determine if funds are available for the distribution to city employees. Said determination shall be made after a recommendation from the City Manager. The amount of any bonuses may vary from year to year, depending upon the financial situation of the City and at its sole discretion. There may be no bonuses if circumstances do not warrant that bonuses be awarded.

Eligibility

All employees of the City shall be eligible for consideration for a bonus unless disallowed by any collective bargaining agreement for employees who are members of a collective bargaining unit, if applicable.

Qualifications

For the purpose of determining employees who may be awarded a bonus, the following work performance factors shall be considered:

- a) Positive Attitude
- b) Sustained Attendance and Punctuality
- c) Teamwork
- d) Demonstrated Leadership
- e) Demonstrated Loyalty to the Job
- f) Productivity (completes tasks efficiently)
- g) Self-Motivation
- h) Skills (speed, accuracy, quality of work)

- i) Professionalism
- j) Inter-personal Skills
- k) Self-Improvement and Professional Development over past year.
- l) No more than one Action Form/Corrective Action within last 6 months of start of evaluation period for bonus.

Evaluation Period

Notice for the first evaluation period after the initial passage of this resolution shall take place on February 16th, 2024. The evaluation period shall run from March 1st through May 31st. The City Manager shall conduct a review of all the city employees, meet with supervisors, where applicable, and evaluate each employee's work performance. In no way shall past evaluations be used.

Based on the previous listed **qualifications** the City Manager shall provide his/her report to the Human Resources Department for each eligible employee as to whether that employee should or should not receive a bonus and the specific amount up to a maximum of \$250.00 per individual.

The determination as to whether the Interim City Manager is to receive a bonus shall remain within the sole discretion of the City Commission.

SECTION III. NOTIFICATION OF BONUSES

All employees shall receive notification of the opportunity to receive a bonus along with the criteria for a bonus upon passage of a bonus resolution.

The bonus notification and criteria shall be posted in a visible location that is likely to be seen by employees and other appropriate notices shall also be shared with all employees.

All employees shall receive notification of qualification for a bonus at the end of the evaluation period on which the bonus will be based.

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE THE NECESSARY STEPS TO REQUEST A TRAFFIC ENGINEERING STUDY FROM MIAMI-DADE COUNTY TO PLACE "NO PARKING" AND "DO NOT ENTER" SIGNAGE IN VARIOUS PROPOSED RESTRICTED AREAS WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") continues to experience a deficiency in parking, especially in residential areas and along 22nd Avenue within the City; and

WHEREAS, this has resulted in residents and visitors parking in restricted areas, which poses a potential safety hazard and interrupts the flow of traffic; and

WHEREAS, to combat this issue, the City Commission desires to direct the Interim City Manager to request a traffic engineering study from the Miami-Dade County Traffic Section, and submit for evaluation and approval, a list of locations where "No Parking" and "Do Not Enter" signage is requested within the City; and

WHEREAS, recommended locations for signage includes: Sharazad to Oriental; NW 22nd Avenue from Wilmington Street to 143rd Street and near Segal Park; Between Fisherman Street and Ali Baba Ave on NW 37th Avenue (where trucks park); the area just south of 420 Aladdin Street (blocking alleyway); From the 1100-1300 Block of Sharazad Blvd. (on the south side of the street); the 2200-2600 blocks of Ali Baba Ave. (both sides of the street); 1800 Block of Wilmington Street (open field); 14300 NW 22 Avenue; Between 139th and 141 Street on NW 20th Court; 1900 NW 139th Street; 4300 Block of NW 133 Street (Body Shops Parking vehicles on the City Streets for storage); and

WHEREAS, it is estimated that a sign and post will cost around Sixty Dollars (\$60.00) per unit. The number of units will be determined by the County Traffic Section, in their discretion; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the Interim City Manager to take the necessary steps to request a traffic engineering study from Miami-Dade County to place "No Parking" and "Do Not Enter" signage in various proposed restricted areas of the City.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to take the necessary steps to request a traffic engineering study from Miami-Dade County to place "No Parking" and "Do Not Enter" signage in various proposed restricted areas within the City. Further, the City Clerk is hereby directed to transmit a copy of this Resolution to the Miami-Dade County Traffic Section with a letter from the Interim City Manager accompanying same.

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 _____, 2024.

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: _____

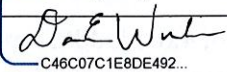
VOTE:

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

DocuSigned by:


 C46C07C1E8DE492...

City Manager:	Darvin E. Williams		CM Signature:				
Commission Meeting Date:	2/14/2024		Item Type:	Resolution	Ordinance		Other
			(Enter X in box)	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>	(Enter Fund & Dept) See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
					X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#: Piggyback				
	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	Commissioner Kelley		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka directing the Interim City Manager to take the necessary steps to place "No Parking" and "Do Not Enter" signage as recommended by the City Police Department.

Staff Summary:

The City continues to experience a deficiency in parking, especially in residential areas and along 22nd Avenue. This has resulted in residents and visitors parking in restricted areas, which poses a potential safety hazard and interrupts the flow of traffic. To combat this issue, the Interim City Manager shall submit to the Miami-Dade County Traffic Section a list of locations where "No Parking" and "Do Not Enter" signage is requested for evaluation and approval.

The following are recommended locations.

*Sharazad to Oriental

*NW 22nd Avenue from Wilmington Street to 143rd Street and near Segal Park

* Between Fisherman Street and Ali Baba Ave on NW 37th Avenue (where trucks park)

* Area of 420 Aladdin Street just south of (blocking alleyway)

* From the 1100-1300 Block of Sharazad Blvd (on the south side of the street)

* The 2200-2600 Blocks of Ali Baba Ave (both sides of the street)

* 1800 Block of Wilmington Street (open Field)

* 14300 NW 22 Avenue

* Between 139th & 141 Street on NW 20th court

* 1900 NW 139th Street

* 4300 Block of NW 133 Street (Body Shops Parking vehicles on the City Streets for storage)

Financial Impact: It is estimated that a sign and post will cost around \$60 per unit. The number of units will be determined by the County Traffic Section. The cost of procuring the signs and posts will be charged to the Roads & Sidewalks Division, Road Materials & Supplies (41-541530) which currently has \$16,886 available.

Proposed Action:

Staff recommends the City Commission approves legislation directing the Interim City Manager to take the necessary steps to request a traffic engineering study from Miami-Dade County to place "No Parking" and "Do Not Enter" signage in the areas identified in the Staff Summary

Attachment:

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER, 2024 IN THE FISCAL YEAR 2023-2024 BUDGET, FOR THE CITY'S MONTHLY FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in collaboration with Feeding South Florida, the City of Opa-Locka ("City") has hosted a monthly food distribution program which allowed residents to receive access to nutritious food; and

WHEREAS, during Fiscal Year 2022-2023, the City assisted in the distribution of Sixty-Four Thousand, Three Hundred Ninety (64,390) meals; and

WHEREAS, the mission of Feeding South Florida is to empower poverty advocacy and help reduce hunger; and

WHEREAS, this initiative was previously been made available at the expense of the sponsor, Feeding South Florida. However, on December 9, 2023, the City received written notice from Feeding South Florida that they will no longer provide this service free of charge; and

WHEREAS, the anticipated cost for this Program is Three Thousand, Three Hundred Dollars (\$3,300.00) each month and will include produce for Two Hundred (200) families; and

WHEREAS, this Program will be funded through the end of this fiscal year (nine months) in an amount of Twenty-Nine Thousand, Seven Hundred Dollars (\$29,700.00). A new account will be recommended by the Interim City Manager in Budget Amendment #2, *Donations To Non-Profits* (19-519554), which will fund this expenditure. Expenditures beyond the end of the fiscal year will be evaluated and reviewed by the City Manager during the City's 2024-2025 budget process, for which it may be addressed for the fiscal year 2024-2025 if approved by the City Commission; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the Interim City Manager to allocate funding, until September, 2024 for the Fiscal Year 2023-2024 budget, for the City's monthly food distribution program services provided by Feeding South Florida, with

the program to be evaluated during the City's 2024-2025 budget process.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to allocate funding until September, 2024, for the Fiscal Year 2023-2024 for Feeding South Florida, the City's monthly food distribution program. The City Manager is further directed to evaluate the feeding program for the 2024-2025 fiscal year and make a recommendation as to whether the distribution should continue for the 2024-2025 fiscal year.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent 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 _____, 2024.

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

DocuSigned by:

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City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date: <i>(Enter X in box)</i>	2.14.2024		Item Type:	Resolution	Ordinance		Other
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
			<i>(Enter X in box)</i>				
			Public Hearing:	Yes	No	Yes	No
			<i>(Enter X in box)</i>	X		X	X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Commissioner Kelley		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the Interim City Manager to allocate funding until October 2024 for the City's monthly food distribution program services provided by Feeding South Florida.

Staff Summary:

In collaboration with Feeding South Florida, the City has hosted a monthly food distribution program which allowed residents to receive access to nutritious food. During FY22-23, the City assisted in the distribution of 64,390 meals. The mission of Feeding South Florida is to empower poverty advocacy and help reduce hunger. This initiative has previously been made available at the expense of the sponsor, Feeding South Florida. However, on December 9, 2023, the City received written notice from Feeding South Florida that they will no longer provide this service free of charge. The anticipated cost for this program is \$3,300 per month and will

include produce for 200 families. The City Commission finds it in the best interest of the City to continue this program until October 2024 and further authorizes the Interim City Manager to allocate the appropriate funding.

Financial Impact: This program will be funded through the end of this year (nine months) for \$29,700. A new account is being established in Budget Amendment #2, Donations To Non-Profits (19-519554) which will be funded for this expenditure. Expenditures beyond the end of the fiscal year will be addressed in the FY 25 budget.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to allocate funding until September, 2024 in the FY 24 budget for the City's monthly food distribution program services provided by Feeding South Florida with the program to be evaluated for one or more months in the FY 25 budget.

Attachment:

Feeding South Florida Notice (12.9.2023)



FEEDING SOUTH FLORIDA
2501 SW 32 Terrace
Pembroke Park, FL 33023
954.518.1818

FEEDING PALM BEACH COUNTY
4925 Park Ridge Blvd
Boynton Beach, FL 33426
561.331.5441

City of Opa Locka
780 Fisherman St
Opa Locka, FL 33054
305.953.2868

Dear Myia Hepburn,

I trust this message finds you well. As we approach the culmination of our recent collaborative efforts, we want to take a moment to express our gratitude for the incredible work accomplished together. Your dedication and commitment to our shared goals have made a meaningful impact, and we celebrate the success we've achieved as a united force.

It's truly heartening to see the positive outcomes resulting from our collaboration, and we take pride in the collective accomplishments we've been able to bring to our communities. Your team's hard work and enthusiasm have been instrumental in making a difference, and we look forward to building on this success in the future. Together we distributed 77,269 pounds of food, equal to 64,390 meals from January 2023 to today.

Our final distribution was scheduled for 12/15/2023. We appreciate your ongoing dedication to making these events successful, and we anticipate that this last distribution will be a fitting conclusion to our recent initiatives.

Looking ahead, we believe in the power of continued collaboration and the potential for future joint endeavors. The positive impact we've achieved together motivates us to explore additional opportunities for working together in the future. We are open to discussions about potential projects, events, or initiatives that align with our shared mission.

If there are specific areas or ideas you'd like to explore, please feel free to share your thoughts. We value your input and are eager to hear your ideas for future collaboration.

Once again, thank you for your hard work and dedication to our shared cause. It has been a pleasure working with your team, and we look forward to the possibility of future joint efforts.

Respectfully,

Calib Miller
Director of Partner Services
Feeding South Florida
cmiller@feedingsouthflorida.org

From: [Myia Hepburn](#)
To: [Ashley Walker](#)
Cc: [Joanna Flores](#)
Subject: FW: City of Opa Locka Food Distributions
Date: Tuesday, January 16, 2024 3:39:42 PM
Attachments: [image001.png](#)
[image002.png](#)

Good afternoon, Ms. Walker

Per our conversation, please see quote from Feeding South Florida below. If you need any additional information, feel free to contact me.

Myia Hepburn
Executive Assistant to the Mayor & Commission

Office: (305) 953-2868 Ext 1104
Cellular: 786-684-9579
Email: mhepburn@opalockafl.gov

Mayor & Commission Office
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
<https://www.opalockafl.gov/>



Connect with us



opalockafl.gov

The city of bright opportunities

From: Myia Hepburn
Sent: Wednesday, November 29, 2023 11:35 AM
To: Joseph L. Kelley - Commissioner - City of Opa-locka <jkelly@Opalockafl.gov>
Cc: Joanna Flores <jflores@Opalockafl.gov>
Subject: RE: City of Opa Locka Food Distributions

Good morning, Commissioner Kelley

I spoke with Mr. Miller with Feeding South Florida, he advised a monthly food distribution for 200 people with produce only would cost \$40,000 a year and \$3,333.33 per month. If you would like any additional information please let me know.

Myia Hepburn
Executive Assistant to the Mayor & Commission

Office: (305) 953-2868 Ext 1104

Cellular: 786-684-9579
Email: mhepburn@opalockafl.gov

Mayor & Commission Office
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
<https://www.opalockafl.gov/>



**The City of
Bright Opportunities**
f X @opalockafl

From: Myia Hepburn
Sent: Monday, November 27, 2023 9:11 AM
To: Joseph L. Kelley - Commissioner - City of Opa-locka <jkelly@opalockafl.gov>
Cc: Joanna Flores <jflores@opalockafl.gov>
Subject: RE: City of Opa Locka Food Distributions

Good morning,

Please see requested information below and attached is the December Feeding South Florida flyer.

Myia Hepburn
Executive Assistant to the Mayor & Commission

Office: (305) 953-2868 Ext 1104
Cellular: 786-684-9579
Email: mhepburn@opalockafl.gov

Mayor & Commission Office
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
<https://www.opalockafl.gov/>



**The City of
Bright Opportunities**
f X @opalockafl

From: Myia Hepburn

Sent: Monday, October 16, 2023 12:35 PM

To: Joseph L. Kelley - Commissioner - City of Opa-locka <jkelly@Opalockafl.gov>

Cc: Joanna Flores <jflores@Opalockafl.gov>

Subject: RE: City of Opa Locka Food Distributions

Please see contact information below:

ALLYSON VAULX

AVP of Philanthropy

O: 954.518.1818 x1852

C: 219.746.3309

Myia Hepburn

Executive Assistant to the Mayor & Commission

Office: (305) 953-2868 Ext 1104

Cellular: 786-684-9579

Email: mhepburn@opalockafl.gov

Mayor & Commission Office

780 Fisherman Street, 4th Floor

Opa-locka, FL 33054

<https://www.opalockafl.gov/>



**The City of
Bright Opportunities**



From: Joseph L. Kelley - Commissioner - City of Opa-locka <jkelly@Opalockafl.gov>

Sent: Monday, October 16, 2023 11:57 AM

To: Myia Hepburn <mhepburn@Opalockafl.gov>

Cc: Joanna Flores <jflores@Opalockafl.gov>

Subject: Re: City of Opa Locka Food Distributions

Gm.. I'm not surprised, please get the contact information for Allyson Vaulx. Thanks

Sent from my iPhone

On Oct 16, 2023, at 11:27 AM, Myia Hepburn <mhepburn@opalockafl.gov> wrote:

Good morning, Commissioner Kelley

Please see correspondence from Feeding South Florida below.

Myia Hepburn

Executive Assistant to the Mayor & Commission

Office: (305) 953-2868 Ext 1104

Cellular: 786-684-9579

Email: mhepburn@opalockafl.gov

Mayor & Commission Office

780 Fisherman Street, 4th Floor

Opa-locka, FL 33054

<https://www.opalockafl.gov/>



**The City of
Bright Opportunities**
f X @opalockafl

From: Calib Miller <cmiller@feedingsouthflorida.org>

Sent: Monday, October 16, 2023 11:23 AM

To: Myia Hepburn <mhepburn@Opalockafl.gov>; Joanna Flores
<jflores@Opalockafl.gov>

Cc: Jessica Benites <jbenites@feedingsouthflorida.org>; Allyson Vaulx
<Avaulx@feedingsouthflorida.org>

Subject: City of Opa Locka Food Distributions

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

Greetings,

I hope this message finds you well. We are pleased to partner with the City of Opa Locka to provide nutritional support for our neighbors in need. As pandemic funding has ceased, we are forced to reevaluate our program schedule. Unfortunately, we are no longer able to sustain these municipal distributions. The last distribution event is scheduled for Friday December 15.

If the City of Opa Locka would like to work with us to secure sustainability funds, please

contact Allyson Vaulx, our AVP of Philanthropy.

Thank you!

Regards,
Calib Miller



CALIB MILLER

Director of Partner Services

954.518.1818 x 1825

Main Warehouse

2501 SW 32 Terrace, Pembroke Park, FL 33023

Feeding Palm Beach County

4925 Park Ridge Blvd, Boynton Beach, FL 33426

[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#)

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO SUBMIT AN IMPROVEMENT PLAN TO THE CITY COMMISSION FOR BOTH SEGAL PARK AND INGRAM PARK; FURTHER DIRECTING A DETAILED REPORT ON THE UTILIZATION OF THE ALLOCATED AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS FOR SAID PARKS NO LATER THAN MARCH 31, 2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") was awarded approximately Eight Million Dollars (\$8,000,000.00) in American Rescue Plan Act of 2021 (ARPA) funds in 2022. As outlined in the agreement for the funds, the funds must be encumbered by the end of calendar year 2024; and

WHEREAS, the City allocated Two Hundred Fifty Thousand Dollars (\$250,000.00) to improve and rehabilitate Segal Park and Ingram Park through various projects; and

WHEREAS, the City Commission is now directing the Interim City Manager to present an improvement plan for Segal and Ingram Parks by March 31, 2024 and to further detail the complete utilization of the ARPA funds since the inception of the ARPA program for both Segal and Ingram Parks; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the Interim City Manager to submit an improvement plan to the City Commission for both Segal Park and Ingram Park and detail the utilization of the allocated American Rescue Plan Act of 2021 (ARPA) funds by March 31, 2024.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to present an improvement plan for Segal and Ingram Parks by March 31, 2024; and to further detail the complete utilization of the ARPA

funds since the inception of the ARPA program for both Segal and Ingram Parks

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 _____, 2024.

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

DocuSigned by:

C46C07C1E8DE492...

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date: (Enter X in box)	2.14.2024		Item Type:	Resolution	Ordinance		Other
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
			(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)	X		X	
Funding Source: <i>Account#:</i>	(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	Commissioner Kelley		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka directing the Interim City Manager to submit an improvement plan for both Segal Park and Ingram Park detailing the utilization of the allocated ARPA fund by March 31, 2024.

Staff Summary:

The City was awarded approximately \$8 million in American Rescue Plan Act of 2021 (ARPA) funds in 2022. As outlined in the agreement, the funds must be encumbered by the end of calendar year 2024. The City allocated \$250,000 to improve and rehabilitate Segal Park and Ingram Park through various projects. The City Commission is directing the Interim City Manager to present an improvement plan by March 31, 2024, detailing the utilization of the ARPA funds.

Financial Impact: There is no financial impact.

Proposed Action:

Staff recommends the City Commission directing the Interim City Manager to submit an improvement plan for both Segal Park and Ingram Park detailing the utilization of the allocated ARPA fund by March 31, 2024.

Attachment:

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO TAKE THE REQUIRED STEPS FOR PLACEMENT OF SIGNAGE NEAR AND AROUND THE ENTRY OF THE WILMINGTON STREET CANAL; PROHIBITING THE USE WATERCRAFTS AND OTHER WATER ACTIVITIES WITHIN THE CITY LIMITS OF THE CANAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 16, Article II, Division 2, Section 16-63 of the City of Opa-Locka's Code of Ordinances provides: "No person shall swim, ski, dive, surf, scuba dive, fish or use boats in any area in any park or recreational area unless such area is specifically designated for such purpose"; and

WHEREAS, the Wilmington Street Canal is located within the City of Opa-Locka ("City") and is a restricted canal from water activities and excessive use of watercraft in an area that has become a nuisance and poses a potential safety hazards; and

WHEREAS, several verbal warnings have been issued to visitors, but have gone ignored by those who desire to frequent the area for boating, jet skiing and rafting; and

WHEREAS, to ensure there is visible indication that these activities are prohibited, the Interim City Manager shall take all steps necessary to place signage near and around the entrance of the Wilmington Street Canal; and

WHEREAS, violators shall be subject to enforcement as set forth in relevant sections of the City's Code of Ordinances; and

WHEREAS, there are two entrances to the Wilmington Street Canal. It is estimated that in order to establish the appropriate signage of sufficient size at both entrances to the canal, the signage will cost Three Hundred Dollars (\$300.00) per sign for a total of Three Thousand Dollars (\$3,000.00), and Two Thousand, Five Hundred Dollars (\$2,500.00) for material to restore berms that now impede access to the water; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the Interim City Manager to take the required steps for placement of signage near and around the entry to the Wilmington

Street Canal prohibiting the use watercrafts and other water activities in the canal.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to take the required steps for placement of signage near and around the entry to the Wilmington Street Canal and continue prohibiting the use watercrafts and other water activities within the canal.

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 _____, 2024.

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

DocuSigned by:

C46C07C1E8DE492...

City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date: (Enter X in box)	2.14.2024		Item Type:	Resolution	Ordinance
			(Enter X in box)	X	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading:	1st Reading	
			(Enter X in box)		
			Public Hearing:	Yes	No
			(Enter X in box)		
Funding Source: <i>Account#:</i>	(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	Commissioner Kelley		Department:	City Commission	

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the Interim City Manager to take the required steps for placement of signage near and around the entry of the Wilmington Street Canal indicating the prohibition of watercraft in the canal.

Staff Summary:

Section 16-63 of the Code of Ordinance states "No person shall swim, ski, dive, surf, scuba dive, fish or use boats in any area in any park or recreational area unless such area is specifically designated for such purpose". The Wilmington Street Canal is restricted from water activities and the excessive use of watercraft in this area has become a nuisance and poses a potential safety hazard. Several verbal warnings have been issued and ignored from patrons who frequent the areas to engage in boating, jet skiing and rafting. To ensure there is visible indication of the prohibition of watercraft, the Interim City Manager shall take all steps to place signage near and around the entrance of the Wilmington Street Canal. Violators shall be subject to enforcement.

Financial Impact: There are two entrances to the Wilmington Street Canal. It is estimated that to establish the appropriate signage of sufficient size at both entrances will require ten signs at \$300 per sign for a total of \$3,000 and \$2,500 for material to restore berms to impede access to the water. This will be charged to the Beautification & Maintenance Division, Ground Maintenance Department (39-541462) which has \$19,415 available.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to take the steps for placement of signage near and around the entry Wilmington Street Canal prohibiting the use watercrafts in the canal.

Attachment:

RESOLUTION NO. _____

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 THE SEGAL PARK TRAILS PROJECT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-ONE THOUSAND, TWO HUNDRED EIGHT DOLLARS AND THIRTY CENTS (\$121,208.30), WITH A THREE THOUSAND, SEVEN HUNDRED NINETY-ONE DOLLARS AND SEVENTY CENTS (\$3,791.70) CONTINGENCY BUDGET FOR UNFORESEEN ISSUES WHICH MAY ARISE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in deciding how the Eight Million Dollars (\$8,000,000.00) of American Rescue Plan Act (ARPA) funds were to be allocated, the City of Opa-Locka ("City") provided the community the opportunity to select four of six different Two Hundred Fifty Thousand Dollar (\$250,000.00) packages of Capital Improvement Projects around the City; and

WHEREAS, one of the projects selected by the community was the Helen Miller /Segal Park - Ingram Park Renovation with a Two Hundred Fifty Thousand Dollars (\$250,000.00) split evenly at One Hundred Twenty Five Thousand Dollars (\$125,000.00) for each of the two parks; and

WHEREAS, Staff has determined that the Segal Park Trails within the City requires improvements. Since the time that the City installed an 8-foot-wide trail, the trail has developed cracks and is uplifting due to adjacent trees; and

WHEREAS, the Interim City Manager recommends undertaking this Project to enhance the park's appearance, as well as improve walk-ability of the Park and reduce impact on sidewalks in the area. As a part of this project, the trail layout will be modified to avoid future sidewalk damage caused by the trees; and

WHEREAS, the Interim City Manager recommends that this project be carried out by piggybacking the City of Miami IFB 1115382 contract for Pavement Resurfacing Services and accepting the proposal from H&R Paving, Inc., attached hereto as Exhibit "A", for completion of the Segal Park Trails Project in the amount of One Hundred

Twenty-One Thousand Two Hundred Eight Dollars and Thirty Cents (\$121,208.30); and

WHEREAS, the Interim City Manager further recommends that the remaining Three Thousand Seven Hundred Ninety-One Dollars and Seventy Cents (\$3,791.70) be established as a contingency for unforeseen issues which may arise; and

WHEREAS, the City of Miami previously awarded a contract to H&R Paving Inc. for pavement resurfacing services (attached as Exhibit "B"), pursuant to its Invitation for Bid (IFB) No. 1115382(28), for a three year period commencing March 22, 2021 through March 21, 2024; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Commission finds that it is in the best interests of the City to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", for completion of the Segal Park Trails Project, as provided herein, in an amount not to exceed One Hundred Twenty-One Thousand, Two Hundred Eight Dollars and Thirty Cents (\$121,208.30), with Three Thousand Seven Hundred Ninety-One Dollars and Seventy Cents (\$3,791.70) established as a contingency for small unforeseen issues which may arise.

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, Florida hereby authorizes the City Manager to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "B", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", for completion of the Segal Park Trails Project, as provided herein, in an amount not to exceed One Hundred Twenty-One Thousand, Two Hundred Eight Dollars and Thirty Cents (\$121,208.30), with Three Thousand Seven

Hundred Ninety-One Dollars and Seventy Cents (\$3,791.70) established as a contingency for small unforeseen issues which may arise.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, 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 _____, 2024.

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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



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

Department Manager:	Adelina Gross		Department Manager Signature:	DocuSigned by: <i>Adelina Gross</i> EC6629C45F5B9414...	
City Manager:	Darvin Williams		CM Signature:	DocuSigned by: <i>Darvin Williams</i> C46C07C1E8DE492	
Commission Meeting Date:	February 14, 2024	Item Type: (Enter X in the box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in the box)	Yes	No
				X	X
Funding Source: Account#: 44-538638	(Enter Fund & Dept.) CIP-Safe Neighborhood		Advertising Requirement: (Enter X in the box)	Yes	No
					X
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:	N/A	
	X				
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X		Enhance Organization ☐ Bus. & Economic Development ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐		
Sponsor Name:	City Manager		Department: Capital Improvements Program	Department Submission Date: 01/23/2024	

Short Title:

Segal Park Trails

Staff Summary:

In deciding how the \$8 million of American Rescue Plan Act (ARPA) funds were to be allocated, the community was provided the opportunity to select four of six different \$250,000 packages of Capital Improvement Projects around the City. One of the projects selected by the community was the Helen Miller/Segal Park – Ingram Park Renovation with the \$250,000 split evenly at \$125,000 for each of the two parks.

The staff has determined that the Segal Park Trails require replacement since the currently installed 8-foot-wide trail has significant cracks and uplifting caused by adjacent trees. The cracks and uplifting present a trip hazard limiting the walkability for the community and are a detriment to the appearance of the park.

Staff recommends undertaking this project to enhance the park's appearance as well as improve walkability and park-user safety. As part of this project, the trail layout is going to be modified to avoid future sidewalk damage caused by the trees.

Staff recommends undertaking this project by piggybacking the City of Miami IFB 1115382 contract for PAVEMENT RESURFACING SERVICES and accepting the proposal from H&R Paving, Inc. for completion of the Segal Park Trails project for \$121,208.30. Staff further recommends that the remaining \$3,791.70 be established as a contingency for small unforeseen issues which may arise.

Financial Impact:				
Account	Description	Available	Project	Remaining Balance
44-538638	Helen Miller – Ingram Park Renovation		\$121,208.30	
44-538638	Helen Miller – Ingram Park Renovation - Contingency		\$3,791.70	
Total		\$125,000.00	\$125,000.00	–

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to piggyback City of Miami IFB 1115382 for PAVEMENT RESURFACING SERVICES and accept the proposal from H&R Paving, Inc. for the renovation of the Segal Park Trails for \$121,208.30. Staff further recommends the creation of a \$3,791.70 contingency to address minor unforeseen issues which may arise.

Attachment(s):

1. Agenda
2. Proposal provided by H&R Paving, Inc.
3. Trails Map
4. City of Miami NTP Letter and BID form Package in response to the IFB 1115382
5. Opa-locka Piggyback Contract.

H & R Paving, Inc.
1955 NW 110th Ave.
Miami, FL 33172-9111
USA

Voice: (305)261-3005
Fax: (305)592-6079

PROPOSAL

Proposal Number: OPAL-SEGAL
Proposal Date: December 08, 2023
Complete By:
Page: 1

To:
CITY OF OPA LOCKA 780 Fisherman St OPA-LOCKA, FL 33054

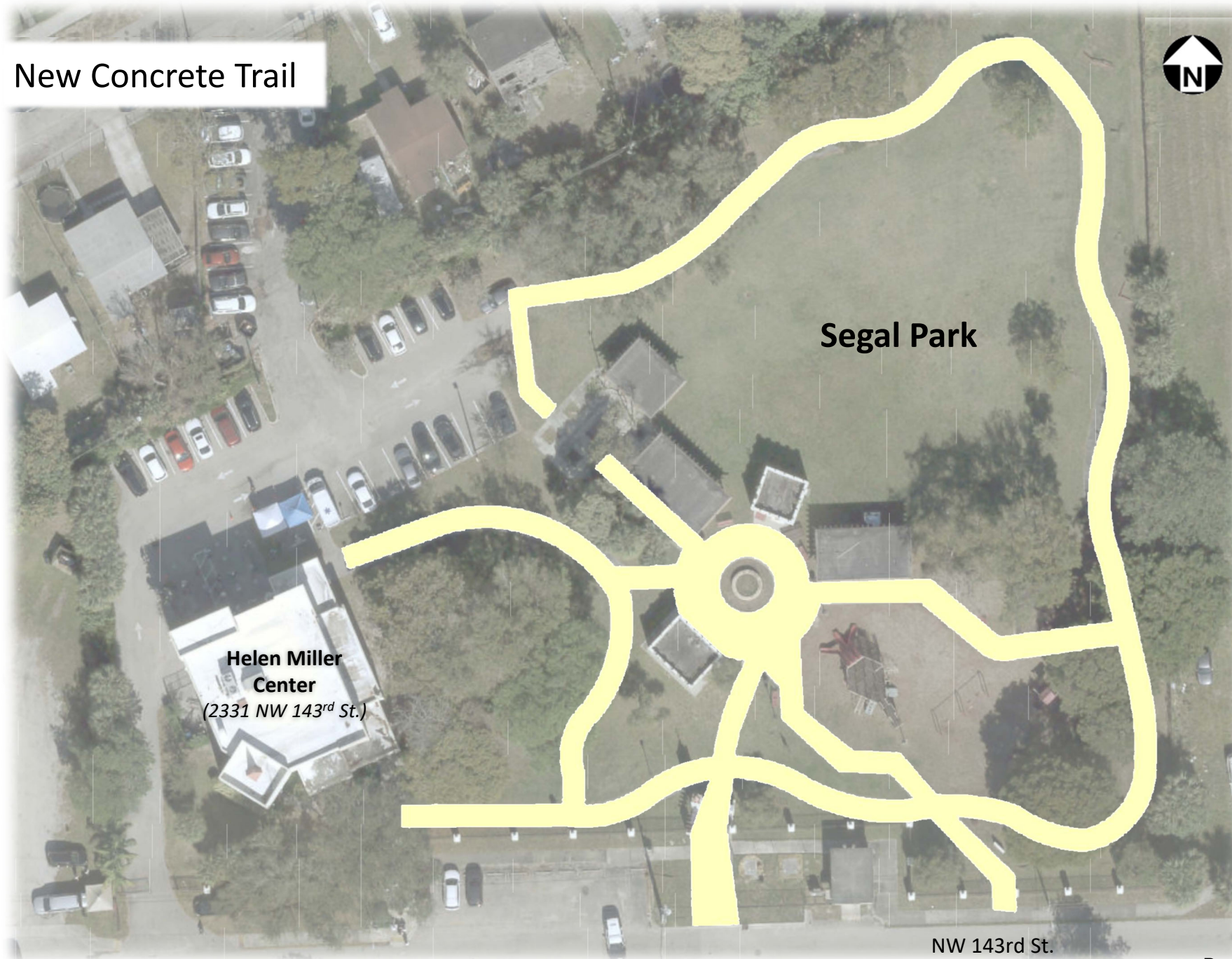
Ship To:
CITY OF OPALOCKA SEGAL PARK JOB OPA-LOCKA, FL 33054

Customer ID	PO Number	Sales Rep Name
CITYOP		
Customer Contact	Shipping Method	Payment Terms
Carlos Gonzalez	Courier	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00		1. MOBILIZATION	1,500.00	1,500.00
2,000.00		2. BARRICADES	0.50	1,000.00
880.00		3. ASPHALT REMOVAL. 880 SY	25.00	22,000.00
5,370.00		4. CONCRETE REMOVAL. 5370 SF	2.79	14,982.30
115.00		5. EXCAVATION BASE PREP 115 CY	30.00	3,450.00
13,290.00		6. INSTALL NEW 4" CONC SIDEWALK	4.40	58,476.00
1.00		7. PUMP MIX AND PUMP'S NEEDED DUE TO LIMITED SPACE.	19,800.00	19,800.00
Subtotal				121,208.30
Sales Tax				
Freight				0.00
TOTAL PROPOSAL AMOUNT				121,208.30



 New Concrete Trail





City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFBNumber:	1115382
Title:	Invitation for Bid for Pavement Resurfacing Services
Issue Date/Time:	11-SEP-2020
IFBClosing Date/Time:	09-OCT-2020 @ 15:00:00
Pre-Bid/Pre-Proposal Conference:	Voluntary
Pre-Bid/Pre-Proposal Date/Time:	September 18, 2020 at 10:00 AM
Pre-Bid/Pre-Proposal Location:	Virtual
Deadline for Request for Clarification:	September 24, 2020 at 2:00 PM
Contracting Officer:	Gray, Tahlia
Hard Copy Submittal Location:	NO HARD COPY SUBMITTALS PERMITTED
Contracting Officer E-Mail Address:	tgray@miamigov.com
Contracting Officer Facsimile:	305-400-5019

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS: .
.
.

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Certifications

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Business Tax Receipt/Occupational License Number:

Business Tax Receipt/Occupational License Issuing Agency:

Business Tax Receipt/Occupational License Expiration Date:

Will Subcontractor(s) be used? (Yes or No)



Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/17). If no addendum/addenda was/were issued, please insert N/A.

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is located in the Attachments Section of this solicitation.)

Line: 1

Description: **BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE ON THIS LINE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ATTACHMENT E - BID PRICE SHEET, LOCATED IN THE ATTACHMENTS SECTION OF THIS SOLICITATION.**

Category: **98852-00**

Unit of Measure: **Each**

Unit Price: \$_____

Number of Units: **1**

Total: \$_____



Table of Contents

Terms and Conditions.....	7
1. General Terms and Conditions	7
1.1. GENERAL TERMS AND CONDITIONS	7
2. Special Conditions	40
2.1. PURPOSE	40
2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION	40
2.3. SUBMISSION AND RECEIPT OF RESPONSE	40
2.4. PRE-BID CONFERENCE	41
2.5. BIDDERS MINIMUM REQUIREMENTS	41
2.6. METHOD OF AWARD	42
2.7. TERM OF CONTRACT	42
2.8. CONDITIONS FOR RENEWAL	42
2.9. ESCALATION CLAUSE	42
2.10. SPECIFICATION EXCEPTION	43
2.11. NON-APPROPRIATION OF FUNDS	43
2.12. INSURANCE REQUIREMENTS	44
2.13. BID BOND	46
2.14. REFERENCES	46
2.15. CURES	47
2.16. TIE BIDS	47
2.17. PROJECT MANAGER	47
2.18. SUBCONTRACTOR(S)	47
2.19. CONTINGENCY	48
2.20. RESPONSE TIME	48
2.21. COMPLETED WORK	48
2.22. EMERGENCY/DISASTER PERFORMANCE	48
2.23. METHOD OF PAYMENT	48
2.24. LIQUIDATED DAMAGES	49
2.25. CONTRACTOR TO BE REPRESENTED	49
2.26. USE OF PREMISES	49
2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY	49
2.28. PUBLIC CONVENIENCE AND SAFETY	49
2.29. SAFETY MEASURES	50
2.30. ENVIRONMENTAL REGULATIONS	50
2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS	50
2.32. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)	50
2.33. FAILURE TO PERFORM	51
2.34. TERMINATION	51
2.35. ADDITIONAL TERMS AND CONDITIONS	51
2.36. FEDERALLY FUNDED PROJECTS	51
2.36.a) INTRODUCTION	51
2.36.b) LOCAL PREFERENCE	51
2.36.c) DAVIS-BACON ACT	52

	2.36.d) COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT	52
	2.36.e) COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT	52
53	2.36.f) PARTS AT PASS-THROUGH COST (FOR REPAIRS OUTSIDE THE SCOPE OF WORK) .	
	2.36.g) EQUAL EMPLOYMENT OPPORTUNITY	53
	2.36.h) CLEAN AIR ACT	54
	2.36.i) FEDERAL WATER POLLUTION CONTROL ACT	54
	2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT	55
	2.36.k) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS	55
	2.36.l) BYRD ANTI-LOBBYING AMENDMENT, 31.U.S.C. § 1352 (AS AMENDED)	55
	2.36.m) PROCUREMENT OF RECOVERED MATERIALS	55
	2.36.n) DHS SEAL, LOGO, AND FLAGS	55
55	2.36.o) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS .	
	2.36.p) ACCESS TO RECORDS	56
	2.36.q) SUSPENSION AND DEBARMENT (IN ADDITION TO GENERAL TERM AND CONDITIONS, SECTION 1.25)	56
	2.37. NON-FEDERALLY FUNDED PROJECTS	56
	2.37.a) INTRODUCTION	56
	2.37.b) LIVING WAGE ORDINANCE	56
	2.37.c) PERFORMANCE BOND	57
	2.37.d) LOCAL PREFERENCE	57
	3. Specifications	58
	3.1. SPECIFICATIONS/SCOPE OF WORK	58

Terms and Conditions

1. General Terms and Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of a/an Invitation for Bid (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ), or Request for Letters of Interest (RFLI) pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS, EQUIPMENT OR SERVICES - Any good(s), equipment or services delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense. In terms of this Solicitation the use of the word "services" includes without limitation professional and personal services as that term professional and personal services is defined by the City of Miami Procurement Ordinance and as set forth in the Definitions Section 18-73 of the City Code.

1.2. ACCEPTANCE OF OFFER -Subject to prior occurrence of all condition's precedent set forth in Section 1.88, The signed or electronic submission of your solicitation response shall be considered an offer on the part of the Proposer; such offer shall be deemed accepted upon the occurrence of all conditions precedent and issuance by the City of a purchase order or notice to proceed, as applicable. In summation, execution of a Professional Services Agreement and/or Agreement, approval by a referendum as stated in this RFP, and issuance by the City of a purchase order, and/or notice to proceed, as applicable.

1.3. ACCEPTANCE/REJECTION -The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Procurement shall notify all affected Proposers and make available a written explanation for the rejection. The City also reserves the right to reject:

- 1.the response of any Proposer who has previously failed to properly perform under the terms and conditions of a Professional Services Agreement ("PSA") and/or Agreement,

2. Failed to deliver on time contracts of a similar nature,
3. Who is not in a position to perform the requirements defined in this formal solicitation
4. Who has been debarred,
5. Who is on the convicted vendors list,
6. Who is indebted to the City,
7. Who is otherwise determined to be non-responsive or non-responsible.

The City further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA -It is the Proposer's responsibility to ensure receipt of all Addenda. Addenda are available on the BidSync website.

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without the City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City. The audit and inspection provisions set forth in Sections 18-100

to 18-102, City Code, are deemed as being incorporated by reference herein as set forth in full.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any governmental, not-for-profit, or quasi-governmental entity in the State of Florida, may avail itself of this Contract and purchase any, and all goods/services, specified herein from the Successful Proposer at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Additionally, any governmental entity outside of the State of Florida but, within the Continental United States of America, may avail itself to this Contract and purchase any and all goods/services, specified herein from the Successful Proposer at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Each governmental, not-for-profit or quasi-governmental entity which uses this Formal Solicitation and resulting Contract will establish its own Contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer.

1.10. AWARD OF CONTRACT:

A.The PSA and/or Agreement, the Formal Solicitation, the Proposer's response, any addenda issued, and the blanket purchase order shall constitute the entire contract, unless modified in accordance with any ensuing amendment or addenda.

B.The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Proposer is in default of these contractual requirements, the City, through action taken by the Department of Procurement, will void its acceptance of the Proposer's Response and may accept the Response from the next lowest responsive, responsible Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Proposer and its proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Proposer's default.

C.The term of the contract shall be specified in one of three documents which shall be issued to the Successful Proposer. These documents may either be a blanket purchase order, notice of award and/or contract award sheet.

D.The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and awarded. If the right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days.

Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Proposer are in mutual agreement of such extensions.

E. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

F. An PSA and/or Agreement shall be awarded to the Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an PSA and/or Agreement with the Proposer, whichever is determined to be in the City's best interests. Such PSA and/or Agreement which will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney. All conditions precedent identified in Section 1.88 before any Agreement is binding.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all Proposers, if so indicated under the Special Conditions. This check or bond guarantees that the Proposer will accept the order or contract/agreement, as proposed, if it is awarded to the Proposer. Proposer shall forfeit proposal deposit to the City should the City award the contract/agreement to the Proposer and if Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Proposal deposits are returned to unsuccessful Proposers within ten (10) days after the award and Successful Proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute a PSA and/or Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be negotiated with the next highest ranked responsive and responsible Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise

specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15.CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of proposal cancellation, the Director of Procurement shall notify all prospective Proposers and make available a written explanation for the cancellation.

1.16.CAPITAL EXPENDITURES - Proposer understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the Contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any Contractor. If Contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17.CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18.COLLUSION -Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Procurement Department or initiating department. The Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred, and the City reserves the right to reject any and all responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, competitive solicitations etc., et. al., as applicable. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

A.Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

- B.Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C.The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D.Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E.Uniform Commercial Code (Florida Statutes, Chapter 672).
- F.Americans with Disabilities Act of 1990, as amended.
- G.National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H.National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I.City Procurement Ordinance City Code Section 18, Article III.
- J.Conflict of Interest, City Code Section 2-611;61.
- K.Cone of Silence, City Code Section 18-74.
- L.The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.
- M.City Financial Policies, City Code Chapter 18, Article IX.
- N.City of Miami Charter Sections 3(f) (iii) and 29-B.
- O. City of Miami Sale or Lease of Real Property, City Code Chapter 18, Article V.
- P.City of Miami Living Wage Ordinance, Chapter 18, Article X, City Code.
- Q.Alcoholic beverage, food and beverage laws, approvals and permits as required by state and local laws.
- R.Miami -Dade County Shoreline Review Ordinance Chapter 33D, Article III, Miami-Dade County Code.

Lack of knowledge or notice by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, regulations, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, or RFLI after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the

provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, or RFLIs between, among others:

Potential vendors, service providers, Proposers, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

Oral communications with the City's Procurement staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, or RFLI documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, or RFLI, by City Procurement staff.

Proposers must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk (clerks@miamigov.com), which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any award voidable. A violation by a particular Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Miami-Dade County Ethics Commission. Proposers should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision and Florida municipality, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST - Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee (or former employee of the City who left City service within the past two (2) years) who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the

Proposer's firm.

A. Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within their trust, or perform their duties, to secure a special privilege, benefit, or exemption for itself, or others. Proposer may not disclose or use information not available to members of the general public and gained by reason of their position, except for information relating exclusively to governmental practices, for their personal gain or benefit or for the personal gain or benefit of any other person or business entity.

B. Proposer who is a person (every officer, official and employee of the city, including every member of any board, commission or agency of the city) as defined in Section 2-611 of the City Code, hereby acknowledges that it has not contracted or transacted any business with the City or any person or agency acting for the City and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Proposer further warrants that they are not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Proposer to immediate termination of any Professional Services Agreement with the City, imposition of the maximum fine and/or any penalties allowed by law.

Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS - Proposers warrant that there has been no violation of any intellectual property, copyright or patent rights in manufacturing, producing, or selling the goods or equipment shipped or ordered and/or services provided as a result of this formal solicitation, and Proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual

Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than

three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

(1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

(4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

(5) Debarment or suspension of the Contractual Party by any federal, state, local, or other governmental (public) agency or entity.

(6) False certification pursuant to paragraph (c) below.

(7) Found in violation of a zoning ordinance for which the violation remains noncompliant.

(8) Found in violation any city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26.DEBARRERED/SUSPENDED VENDORS -An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: 1) submit a response for a contract to provide goods or services to a public entity; 2) Submit a response on a contract with a public entity for the construction or repair of a public building or public work; 3) Submit response on leases of real property to a public entity; 4) award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and 5) transact business with any public entity.

1.27.DEFAULT/FAILURE TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

A.Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

B.Failure to begin the work under this Contract within the time specified.

C.Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

D.Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E.Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Proposer incapable of performing the work in accordance with and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

A. Responsive Proposal is one which follows the requirements of the Formal Solicitation, includes all

documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive.

B. Determination of Responsibility. A Responsible Proposer shall mean a Proposer who has submitted a proposal and who has the capability, as determined under Section 18-95 of the City Code, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

1) Proposals will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.

2) The City may consider any information available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity, in making the award.

3) The City may require the Proposer(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence -Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

1) PSA and/or Agreement and/or any Amendments to the PSA and/or Agreement

2) Specifications

3)Special Conditions

4)General Terms and Conditions

1.31.EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32.ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33.ESTIMATED QUANTITIES - Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the most advantageous Proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1)Proposer fails to acknowledge receipt of addenda;
- 2)Proposer misstates or conceals any material fact in the Response;
- 3)Response does not conform to the requirements of the Formal Solicitation;
- 4)Response requires a conditional award that conflicts with the method of award;

5)Response does not include required samples, certificates, licenses as required; and,

6)Response was not executed by the Proposer's authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination from Consideration

1)A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is in default on a bid, payment/ performance, bond they have submitted or as the surety bond or certificate furnished has not performed despite demand they do so or otherwise upon any obligation to the City.

2)A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3)A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

1)Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the City.

2)The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3)The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -
Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The Proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE AND CITY OF MIAMI LIVING WAGE ORDINANCE -

A. Florida Minimum Wage. In accordance with the Constitution of the State of Florida, Article X, Section 24, employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the Successful Proposer's/Contractor's and their subcontractor's responsibility to understand and comply with this Florida minimum wage requirement and pay its employees the current established hourly minimum wage rate. This minimum wage rate is subject to change or adjusted by the rate of inflation using the consumer price index ("CPI") for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated, shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

It is the Proposer's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Proposer must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Proposer's/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request and the Successful Proposer/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

B. City of Miami Living Wage Ordinance. The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding \$100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017 by the City.

"Service Contract" means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. Section 18-557 is attached as Attachment A. Please see provisions in Attachment A.

If a solicitation requires services, effective on January 1, 2017, Contractors must pay to all its employees, who provide services, a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour, with health benefits.

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review Attachment A, attached hereto, for a complete and thorough description of the City of Miami Living Wage Ordinance.

1.39. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

A. Use of information only for performing services required by the contract or as required by law;

B. Use of appropriate safeguards to prevent non-permitted disclosures;

C. Reporting to the City of Miami of any non-permitted use or disclosure;

D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;

E. Making Protected Health Information (PHI) available to the customer;

F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

G. Making PHI available to the City of Miami for an accounting of disclosures; and

H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION - Contractor shall indemnify, hold/save harmless and defend at its own costs and expense the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.43. FORMATION AND DESCRIPTIVE LITERATURE - Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.44. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.45. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Proposer.

1.47. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc.); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE

A.City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."

B.City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

1.49. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from Proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the Proposer must bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Procurement of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.51. MOST FAVORED NATIONS - Successful Proposer shall not treat the City of Miami ("City") worse than any other similarly-situated local government and, in this regard, grants the City a "most favored nations clause" meaning the City will be entitled to receive and be governed by the most favorable terms and conditions that Successful Bidder/Proposer grants now or in the future to a similarly situated local government.

1.52. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.53. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other

appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes.

Items delivered not conforming to specifications may be rejected and returned at Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in Proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.54. NONDISCRIMINATION -Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful Proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.56. NOTICE REGARDING "CURES" - Proposals submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after May 6, 2019, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by

the proposer, and are not waivable by the city.

PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFP/Q SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFP/Q. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process

1.57. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

1.58. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.59. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Proposer for any other purposes whatsoever without the written consent of the City.

1.60. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.61. PERFORMANCE/PAYMENT BOND- A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.62. PREPARATION OF RESPONSES (HARDCOPY FORMAT) - Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Proposer's risk.

A.Each Proposer shall furnish the information required in the Formal Solicitation. The Proposer shall sign the Response and print in ink or type the name of the Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, where required.

B.If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C.The Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D.The Proposer should retain a copy of all response documents for future reference.

E.All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F.Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Proposer's response may be included as part of the contract, at the City's discretion.

G.The City of Miami's Response Forms shall be used at all times. Use of any other forms will result in the rejection of the response. **RESPONSES WILL BE SUBMITTED AS FOLLOWS: ONE ORIGINAL HARDCOPY AND SEVEN (7) COPIES IN ELECTRONIC FORMAT (FLASH DRIVE). NO ON-LINE SUBMITTALS WILL BE ACCEPTED. ANY REQUIRED ATTACHMENTS PROVIDED BY THE CITY MUST BE RETURNED TO THE CITY OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.**

1.63. PRICE ADJUSTMENTS - Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.64. PRODUCT SUBSTITUTES - In the event a particular good (that has been awarded and approved) becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.65. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.66. PROMPT PAYMENT -Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful Proposers during the term of the contract.

1.67. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the

Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.68. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.69. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

- A. Submit a Bid to provide any goods or services to a public entity.
- B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.
- C. Submit responses on leases of real property to a public entity.
- D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.70. PUBLIC RECORDS - Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Proposer shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.
- B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from disclosure 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 its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.

E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.**

1.71. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.72. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.73. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

A. Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Proposer and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

(1) Protest of solicitation.

a. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

(2) Protest of award.

a. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the proposer of the notice of the city manager's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the city by

facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

c. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the other persons specified within ten days after he/she holds a hearing under the protest.

(1) Hearing officer. The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g. expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.

(2) Right of protest. Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.

(3) Hearing date. Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

(4) Hearing procedure. The procedure for any such hearing conducted under this article shall be as follows:

a. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.

b. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of

multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

c. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.

d. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

e. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.

f. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

Costs.

All costs accruing from a protest shall be assumed by the protestor.

Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16).

1.76. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.77. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Proposer shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78. SERVICE AND WARRANTY - When specified, the Proposer shall define all warranty, service and replacements that will be provided. Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.79. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services are to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the Proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of proposal.

1.80. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the RFP, RFQ, or RFLI. **NO EXCEPTIONS.** Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A.Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO.

BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B.Facsimile responses will not be considered.

C.Failure to follow these procedures is cause for rejection of proposal.

D.The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened and will not be considered for award.

E. Late responses will be rejected.

F.All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G.Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H.If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.81. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Proposer.

1.82. TERMINATION -The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A.The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B.The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C.Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.84. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.85. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person.

By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.87. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.88. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.89. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, Proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.



2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for pavement resurfacing and roadway repair services, as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the Solicitation

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted via the BidSync Electronic Bidding System (BidSync), with a copy filed with the Office of the City Clerk via email at Clerks@miamigov.com, pursuant to Section 1.20. Cone of Silence. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than September 24, 2020 at 2:00 PM. All responses to questions will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.3. SUBMISSION AND RECEIPT OF RESPONSE

Electronic Bid submittals to this IFB shall be submitted through the BidSync Electronic Bidding System ("BidSync") until the date and time as indicated in the Solicitation. The responsibility for submitting a Bid on/or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any other occurrence. Electronic Bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any Bids received and time stamped through BidSync, prior to the Bid submittal deadline, shall be accepted as a timely submittal and anything thereafter will be rejected. Additionally, BidSync will not allow for the electronic Bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). Accordingly, Bidder(s):

1. Must register, free of charge, with BidSync Electronic Bidding System ("BidSync") to establish an account in order to have access to view and/or respond to any solicitations issued by the City of Miami's Procurement Department ("City").
2. Shall submit all Bids electronically. Hard copy Bid submittals will not be accepted. **NO EXCEPTIONS.**
3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased and must be completed and submitted as outlined within the solicitation via BidSync. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder's Bid submittal.
4. Shall ensure that the Certification Statement is fully completed and provided with your Bid. Failure to comply with these requirements may cause the Bid to be rejected.
5. Must ensure that an authorized agent of the Bidder's firm signs the Certification Statement and submits it electronically. **FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.**

6. May be considered non-responsive if Bids do not conform to the terms and conditions of this solicitation.

This clause supersedes General Terms and Conditions Section 1.62, Preparation of Bids (Hardcopy) and 1.80, Submission and Receipt of Bids, in their entirety.

2.4. PRE-BID CONFERENCE

A Virtual Voluntary pre-bid conference will be held on September 18, 2020 at 10:00 AM, via [this link](#) or via phone (786) 530-7005; Conference ID: 685822220#. A discussion of the requirements of the Solicitation will occur at that time.

All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through BidSync, following the Pre-Bid Conference to all the attendees. Because the City considers the Pre-Bid Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

It is the Bidder's responsibility, prior to submitting a bid, to acquaint himself/herself thoroughly, regarding any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

2.5. BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing the services as described in this bid; and that have adequate financial support, equipment and personnel to ensure that they can satisfactorily provide the goods and/or services if awarded a contract under the terms and conditions herein stated. The minimum qualifications for this bid are that the Successful Bidder shall, as of Bid Due Date:

1. Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.
2. Have no record of pending lawsuit or criminal activities, and have never been declared bankrupt within the last three (3) years.
3. Have adequate financial support, equipment, and organization to ensure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated.
4. Have a current certified license as a General Contractor from the State of Florida Construction Industry License Board for the class of work to be performed, **OR** the appropriate Certificate of Competency or the State Contractor's

Certificate of Registration as issued by Broward or Miami-Dade County Code, which authorizes the Successful Bidder to perform the proposed work. License/Certifications shall be provided with the bid response.

5. Have a satisfactory record of performance for at least three (3) years.
6. Be registered as an entity with the Florida State Department, Division of Corporations, for a minimum of the last three (3) consecutive years, authorizing said entity to do business within the State of Florida.

***NOTE: Holder of all licenses must be an employee of the Successful Bidder. Licenses and certifications shall be provided in the bid response.**

If any or all work required in conjunction with this bid is performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's proposal.

2.6. METHOD OF AWARD

This Solicitation is divided into two (2) Groups: Group 1 - Federally Funded Projects; and Group 2 - Non-Federally Funded Projects. Bidders can bid on one Group or both Groups, using the applicable Bid Price Sheet(s).

Award of this contract will be made to the lowest responsible and responsive bidder(s), who bid on all items in the aggregate, meeting Specifications. The City shall select up to three (3) vendor(s), with the lowest deemed the “primary vendor” and the next lowest the “secondary vendor”, and so on, in the order of lowest prices provided to the City. Should the “primary vendor” not be able to provide the item at the time needed, the City has the option to select the next lowest “secondary vendor” to fulfill the order and so forth.

2.7. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for two (2) additional two (2) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.8. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds.

2.9. ESCALATION CLAUSE

The City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following condition.

The Successful Bidder(s) will be allowed to increase/decrease their contractual prices annually to cover future drastic fuel price changes. The market changes will be determined utilizing the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Miami-Ft. Lauderdale, FL., Gasoline (Unleaded Regular), and Index Base Period between 2017 through 2020. The escalation using the CPI will be determined by the percent change in the level of the CPI between the reference period and a subsequent time period. This will be calculated by first determining the index point change between the two periods and then the percent change. The following example illustrates the computation of percent change:

CPI for current period (2018)	136.0
Less CPI for previous period (2017)	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) might have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.10. SPECIFICATION EXCEPTION

Specifications are based on the most current information available. Bidder shall notify the City of Miami Procurement Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with their submission. Additionally, bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of bidders to comply with these provisions will result in bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.11. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Bidder(s)/Proposer(s) of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.12. INSURANCE REQUIREMENTS

The Successful Bidder(s) shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Personal and Advertising Injury \$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Contingent and Contractual Liability

Premises and Operations Liability

Explosion, Collapse and Underground Hazard

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

A. Employer's Liability

Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Liability

A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence \$ 2,000,000
Aggregate \$ 2,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

V. Owners and Contractors Protective Liability

Each Occurrence \$1,000,000
Policy Aggregate \$1,000,000
City of Miami listed as the named insured

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the

State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of their liability and obligation under this section or under any other section of this Agreement.

If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

- Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation For Bid.
- The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Bidder in conjunction with the General and Special Terms and Conditions of the Solicitation.

The Successful Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder. **See Attachment A - Insurance Addendum.**

2.13. BID BOND

All bids must be accompanied by a Bid Bond in the amount of 5% of the total bid submitted, to be in the form of a Cashier's Check or Money Order made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond, from all unsuccessful bidders, if in the form of a Cashier's Check, will be returned after bid award. Prospective Bidders may either (1) utilize the BidSnyk "Surety 2000" platform to submit bid bonds or (2) mail in their original bid bond to the City. If option #2 is utilized, Bidder shall submit a copy of the bid bond with their electronic bid submission.

2.14. REFERENCES

Each bid must be accompanied by a list of three (3) references, by completing Attachment B - Reference Submittal Form. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. These references must be from contracts within

the last three (3) years and for services as described in this solicitation.

2.15. CURES

Please refer to Attachment C - APM Regarding Cures and **Section 1.56, Notice Regarding "Cures"** of the General Terms and Conditions of this Solicitation.

2.16. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. 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 a controlled substance is prohibited in the workplace and specifying the action 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' 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 subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of 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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any 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 this section.

2.17. PROJECT MANAGER

Upon award, Successful Bidder shall report and work directly with the City Engineer assigned, or designee, who shall be designated as the Project Manager(s) for the City.

2.18. SUBCONTRACTOR(S)

Bidder must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein on Attachment D - Subcontractors, if applicable. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the Bidder's Minimum Qualifications section. All information required shall be included in the solicitation response. If Bidder does not include any subcontractor(s) as part of its bid submittal, it will be construed that bidder will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it request in writing the hiring of subcontractor(s) with the

aforementioned requirements attached to its request within seventy two (72) hours of considering hiring subcontractor(s). The City will grant or deny such request in writing within forty-eight (48) hours of receiving said request.

2.19. CONTINGENCY

Items so entitled on the Bid document shall be the cash allowance sum per contract year, and in the amount indicated. These shall be included in the Bid to provide funds for payment for items of work not foreseen at the time of bidding. Payment from these Bid Items will be made only as directed by the Project Manager, or designee. The Successful Bidder is not obligated to contingency funds and should not expect to receive them unless used for work not foreseen at the time of bidding.

2.20. RESPONSE TIME

A twenty-four (24) hour response time is required. Failure to respond to any assigned project within the specified time will result in the successful vendor paying any and all costs associated with the repairs performed by a secondary vendor.

2.21. COMPLETED WORK

The City shall be notified by the Successful Bidder upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder at no additional charge to the City.

2.22. EMERGENCY/DISASTER PERFORMANCE

In the event of a hurricane or other emergency or disaster situation, the Successful Bidder(s) shall provide the City with services defined within the scope of work of this solicitation at the price contained within the Successful Bidder(s)' bid response. Further, the Successful Bidder(s) shall perform for the City on a priority basis during such times of emergency.

2.23. METHOD OF PAYMENT

Payment will be made within forty-five (45) calendar days, in accordance with Florida Statutes Sections 218.73 and 218.74 of the Prompt Payment Act for services rendered the previous month, upon submission of properly certified/approved invoices. All such information shall be provided to the City Project Manager, or designee.

The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder upon completion and acceptance. Damages caused by the Successful Bidder's employees shall be estimated by the City Project Manager, or designee and computed actual costs and repairs shall be deducted from the Successful Bidders total monthly billing.

Each invoice shall include total cost as well as, proof of payment to subcontractors and suppliers with corresponding release of liens forms and affidavits.

2.24. LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such incompleteness of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.25. CONTRACTOR TO BE REPRESENTED

The Successful Bidder, at all times, must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers, etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder in all cases, and to carry out any instructions relative to the work may be given by the City.

2.26. USE OF PREMISES

The Successful Bidder shall confine their equipment, apparatus, the storage of materials, and the operation of their workmen to the limits indicated by law, ordinances, permits, or direction of the Project Manager, or designee, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder shall take all measures necessary to protect their own materials.

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder, at their expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done.)

2.28. PUBLIC CONVENIENCE AND SAFETY

The Successful Bidder shall conduct their work so as to interfere as little as possible with private business or public travel. The Successful Bidder shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and the Successful Bidder shall be liable for all damages occasioned in any way by their actions or neglect or that of their agents or employees.

The Successful Bidder shall meet the following noise abatement performance standards for all construction equipment. The operation or permitting the operation of any tool or equipment is prohibited:

1. Between the hours of 6:00 PM and 8:00 AM the following day on weekdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across and at a residential district boundary or within a noise sensitive zone, except for emergency work of public service utilities or by special permission issued pursuant to subsection (c) of City of Miami Ordinance Section 36-6, Construction Equipment.
2. At any other time, such that the sound level at or across a real property boundary exceeds a reading of 0.79 weighted average dBA for the daily period of operation. Such sound levels shall be measured with a sound level meter manufactured according to standards prescribed by the American National Standards Institute.

2.29. SAFETY MEASURES

Successful Bidder shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by their operation and work in progress must be posted.

All employees of Successful Bidder shall be expected to wear safety eyewear, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder shall use only equipment that is fully operational and in safe operating order. Successful Bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.30. ENVIRONMENTAL REGULATIONS

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder non-responsible if the history of violations warrant such determination in the opinion of the City.

2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS

Although this Solicitation identifies specific services/items to be serviced, it is hereby agreed and understood that any service/item/supplier may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required, the Successful Bidder(s) under this contract shall be invited to submit price quotes for these new services/items. If these quotes are comparable with market prices offered for similar services/items, they shall be added to the contract whichever is in the best interest of the City and an amendment and a separate purchase order shall be issued by the City. If these quotes are not comparable with market prices offered, they shall be quoted by additional suppliers and an amendment and separate purchase order shall be issued by the City.

2.32. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts of debris to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.33. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder or supervisor and/or should remedial action not be taken within forty-eight (48) hours of any failure to perform according to specifications, the City reserves the right to declare the Successful Bidder in default of the contract or make appropriate reductions in the contract payment.

2.34. TERMINATION

A. FOR DEFAULT

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder was not in default or (2) the Successful Bidder's failure to perform is without their or their Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.35. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's/Proposer's acknowledgment form attests to this.

2.36. FEDERALLY FUNDED PROJECTS

2.36.a) INTRODUCTION

This section applies to all projects funded with federal dollars. Section 2.1 also applies to this Group. Bidders must use the applicable Federal Funded Bid Price Sheet (Attachment H) for this bid when pricing for Group 1.

2.36.b) LOCAL PREFERENCE

Local Preference does not apply to responses on the Federally Funded Bid Price Sheet for this IFB.

2.36.c) DAVIS-BACON ACT

Federally assisted construction contracts must adhere to Davis-Bacon Act wages and benefits rate schedules. Each Bidder shall use the Federal Wages reflected in Wage General Decision Number - FL20200178, in developing its bid for this project. The selected bidder/contractor shall be required to provide certified payroll records documenting the work performed on this project. **See Attachment E - Davis Bacon - General Decision Number for Wage Rates.**

Wage General Decision Number- FL20200178 can be found in the Attachment Section under Attachment E.

2.36.d) COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT

1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.36.e) COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

1. Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half time the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages: The City of Miami shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as

provided in the clause set forth in paragraph (2) of this section.

4. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

2.36.f) PARTS AT PASS-THROUGH COST (FOR REPAIRS OUTSIDE THE SCOPE OF WORK)

All cost for parts required for repair jobs and not otherwise included in the scope of work shall be billed at the Contractor's actual cost, and will be passed on to the City without markup or any additional fees. The Contractor shall submit purchase receipt of parts along with the labor invoice for payment.

The Contractor shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade, and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment/materials shall not be specified or installed in the facilities.

2.36.g) EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.36.h) CLEAN AIR ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.i) FEDERAL WATER POLLUTION CONTROL ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

2.36.k) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

2.36.l) BYRD ANTI-LOBBYING AMENDMENT, 31.U.S.C. § 1352 (AS AMENDED)

Bidders who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Please refer to Attachment F - Certification Regarding Lobbying. **It is MANDATORY for the Bidder to return this form signed along with their bid response.**

2.36.m) PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

2.36.n) DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.36.o) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.36.p) ACCESS TO RECORDS

1. The Contractor agrees to provide the City of Miami, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2.36.q) SUSPENSION AND DEBARMENT (IN ADDITION TO GENERAL TERM AND CONDITIONS, SECTION 1.25)

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined in 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters too.
- (3) This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.37. NON-FEDERALLY FUNDED PROJECTS

2.37.a) INTRODUCTION

This section applies to all projects that are non-federally funded. Section 2.1 also applies to this Group. Bidders must use the applicable Bid Price Sheet (Attachment H) for this bid when pricing for Group 2.

2.37.b) LIVING WAGE ORDINANCE

The City of Miami Living Wage Ordinance is applicable to this service contract. Please refer to Section 1.38 of the General Terms and Conditions for further information and guidance on how to comply with this ordinance.

2.37.c) PERFORMANCE BOND

Within ten (10) working days following notice of award by the City, the Successful Bidder shall furnish to the City of Miami, a Performance Bond in the total amount of the Cost to the City for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

2.37.d) LOCAL PREFERENCE

Attachment G - Local Office Preference applies to Group 2, Non-Federally Funded Projects.



3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THE LINE ITEM LISTED IN THE ACTUAL IFB WHEN SUBMITTING VIA HARDCOPY RESPONSE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ONE OR BOTH TABS ON ATTACHMENT H - BID PRICE SHEET.

INTRODUCTION

The City of Miami, herein referred to as the City, is soliciting response from experienced firms to provide pavement resurfacing and roadway repair services throughout the City. The Bidder must bid on all items to be considered for award of this solicitation.

SERVICES COVERED

The Successful Bidder shall furnish all labor, machinery, tools, modes of transportation, debris disposal, supplies, equipment, materials, water, diesel fuel and services necessary to perform the complete pavement resurfacing and roadway repair services anticipated as work to be performed under this contract. Complete pavement/repair service includes, but is not limited to the following:

1. Milling and resurfacing (includes controlled/variable milling to re-establish roadway longitudinal and cross slopes);
2. Installation of asphalt overlay, chip seal, fog seal, and/or micro-surfacing;
3. Removal and/or replacement of existing asphalt, lime rock, and subgrade;
4. Re-grading/reworking and compaction of lime rock road base and stabilized subgrade;
5. Widening existing streets;
6. Resurfacing of asphaltic pathways (pedestrian, bicycle, etc.);
7. Temporary utility repairs (hot mix asphalt patches);
8. Clearing, grubbing, root removal and excavation of shoulder areas;
9. Asphalt build-up removal;
10. Non-destructive pavement marking removal;
11. Thermoplastic and paint pavement markings (including all standard symbols and FDOT-approved, preformed, thermoplastic green & white bicycle lane markings);
12. Reflective pavement markers (RPMs);
13. Reflective roadway/highway delineators;
14. Repairs, removal, replacement, and extensions of concrete roadway panels, sidewalks, curb and gutter, and pedestrian ADA ramps; and
15. Adjustments to or minor repairs of utility structure manhole tops, inlet frames/grates, valve boxes, etc. within the public right-of-way.

ASSIGNMENT OF WORK

Work will be assigned to the Successful Bidder through the issuance of a work order or “task order” as written and

approved by the Department of Resilience and Public Works (RPW) and agreed upon by the Successful Bidder. Each task order will clearly define the limits and scope of work along with a required timeline for starting and completing work under that task order. Work shall be completed within the agreed-upon timeframe under each task order to avoid incurring liquidated damages or being defaulted. Task orders may or may not be accompanied by a set of engineered construction drawings; as such, the Successful Bidder may be required to work with RPW staff to fully define a task order's scope and may have to adjust their work in the field during construction, as directed by RPW staff.

REGULATIONS

The Successful Bidder shall be familiar with and follow all City of Miami RPW Design and Construction Standards, City Codes and RPW Bulletins, as well as Miami-Dade County Department of Transportation and Public Works and the State of Florida Department of Transportation standards for roadway design, construction, and permitting.

All contractors are required to follow City, County, and State requirements for pollution prevention – including submission of SWPP Plans and installation and maintenance of stormwater system protective BMPs for each project/task order. 10% retainage will be withheld on partial payments for each task order, until all work is inspected and accepted as complete by RPW Project Manager.

PERMITS

The Successful Bidder shall submit for and obtain all required local, state, and federal permits, as applicable, (e.g. Excavation, Special Events/Police, Right-of-Way Closures, NPDES, etc.) prior to mobilizing and beginning construction activities on any assigned work orders/task orders.

OVERTIME WORK HOURS

For the purpose of this contract, overtime work hours are defined as:

1. Monday thru Saturday – 6pm to 8am.
2. Sunday – at any time during the day or night.
3. City observed holidays at anytime during the day or night.

Successful Bidder(s) shall only work overtime hours, per the permitting requirements or as directed by the City. Typically, the services being conducted during these hours are milling, paving, striping, and minor concrete curb/sidewalk work.

ATTACHMENT A

INSURANCE ADDENDUM INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

The VENDOR/CONTRACTOR agrees to provide and maintain throughout the life of this contract and at Vendor/Contractor's expense insurance coverage outlined herewith as applicable insuring all operations related to the contract and any extensions thereof.

Workers Compensation and Employers Liability

Statutory and subject to the Laws of the State of Florida. This coverage protects against lawsuits stemming from workplace accidents. It provides for medical care to injured employees, along with compensation for lost income.

Commercial General Liability

It protects against accidents and injuries that occur on company property or the property of a customer. It compensates an injured person or owner of property for injuries and property damages, and the cost of defending lawsuits, including legal settlements or investigations. This policy also covers claims resulting from products exposures, libel, slander, copyright infringement and other personal and advertisement injuries.

Commercial Automobile Liability

It protects against liability, no fault, medical payments, uninsured and underinsured motorists claims, collision and other than collision physical damage. In addition, this policy affords coverage on autos that are hired or borrowed or non-owned for use in the business. The non-owned can be autos owned by employees or members of their households.

Non Owned Auto exposures can be endorsed or added under the Commercial General Liability Policy.

Professional/Errors and Omissions Liability

Used by many professionals such as engineers, lawyers, accountants, stock brokers, financial advisers, insurance agents, court reports, dentists, nurses and teachers. It protects against the financial effects of liability lawsuits filed by clients. It basically protects professionals who cause harm to a client due to incompetence, errors or negligence.

Umbrella Liability

It protects against liability and losses after primary insurance benefits have been exhausted. This supplemental coverage kicks in only after the underlined liability policies have paid their maximum benefits.

Environmental Liability

It protects against the financial costs of claims of injury or damage due to pollution, and other costs of cleaning up pollutants. These policies are designed to cover both property and liability risks.

Directors and Officers Liability

This coverage protects against claims from stockholders, employees and clients that are also aimed individually at directors and officers. These claims typically stem from errors in judgement, breaches of duty and wrongful acts in connection with company business.

Cyber Liability

It protects against costs of the theft, destruction or unauthorized use of electronic data through computer viruses or network intrusions. It also adds protection to a business against such costs if a business fails to safeguard another party's electronic data. Companies sharing data outside their internal network benefit from this coverage

Commercial Property

It protects against claims or damages to the insured's buildings, business personal property and personal property of others. It can also provide for loss of business income coverage or extra expenses incurred because of physical loss by a covered peril to the insured's property.

Commercial Crime

It protects against loss of money, securities and other property because of a variety of criminal acts such as employee theft or embezzlement, burglary, robbery, forgery, computer fraud, kidnapping and extortion. Crime insurance also covers money and securities against damage or destruction by almost any cause of loss, not just crime.

Builders Risk

It protects against damage to or destruction of buildings or other structures during their construction. Any party with a financial interest in a construction, remodeling, or repair project benefits from this coverage.

Surety Bonds

Surety bonds are three party contracts. The principal, the party that undertakes the obligation, pays for the issuance of a bond by a surety company. The bond provides capital to guarantee the obligation will be performed. The obligee is the party that receives the benefit of the bond If the obligation is improperly performed.

Valuable Papers

It pays for the cost to reconstruct damaged or destroyed valuable papers and records. Typically is defined to include almost all forms of printed documents or records with the exception of money or securities, and data and media which is usually excluded.

Additional Requirements

The Vendor/Contractor must furnish the City of Miami, Department of Procurement, and Risk Management located at 444 S.W. 2nd Avenue Miami, Florida 33130, original Certificates of insurance to be in force on the date of this Contract, and Renewal Certificates of insurance thereafter. All policies indicated on the certificate must be in compliance with all Contract requirements. The failure of the City

to obtain the applicable or corresponding certificates from Contractor is not a waiver by the City of any requirements for the Vendor/Contractor.

The Vendor/Contractor must furnish Certificates insurance listing the City of Miami as an additional insured. All insurance certificates must be signed, dated and reference the City contract number.

The insurance must provide for sixty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor/Contractor. The Vendor/Contractor further agrees to have insurers waive their rights of subrogation against the City of Miami, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Vendor/Contractor in no way limit the Vendor/Contractor's liabilities and responsibilities specified within the Contract or law.

Any insurance or self-insurance programs maintained by the City of Miami shall not contribute with insurance provided by the Vendor/Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Vendor/Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or Limited Liability Company and each of its separate constituent entities as named insureds.

The Vendor/Contractor must require all subcontractors to provide the insurance required herein. All subcontractors are subject to the same insurance requirements of the Vendor/Contractor unless otherwise specified in this Contract.

If the Vendor/Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provision in the Contract to the contrary, the City of Miami Risk Management Department maintains and reserves the right to modify, delete, alter or change these requirements.

I

Attachment B: Reference Submittal Form IFB 1115382 – Pavement Resurfacing Services

FIRM NAME: _____

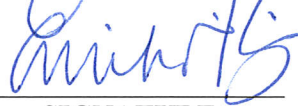
Reference Section 2.14	Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.
	Past Performance Reference Check #1
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____
	Past Performance Reference Check #2
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Contact E-mail (if applicable): _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____
	Past Performance Reference Check #3
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Contact E-mail (if applicable): _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____

POLICY NUMBER:**APM- 2-19**

DATE:

March 26, 2019

ISSUED BY:

Emilio T. Gonzalez, Ph.D.City Manager/Designee**SIGNATURE****CITY OF MIAMI****ADMINISTRATIVE
POLICY****REVISED
SECTION**
Created**REVISIONS****DATE OF
REVISION**
3/26/19

SUBJECT: ELIMINATING THE PROCESS OF CURING IRREGULARITIES IN DOCUMENTS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR LETTERS OF INTEREST (RFLI), INVITATION FOR BIDS (IFB), INVITATION TO BID (ITB), INVITATION TO QUOTE (ITQ), AND REQUEST FOR SPONSORSHIP (RFS) EFFECTIVE MAY 6, 2019

PURPOSE:

To improve the procurement solicitation process in order to provide internal and external customers with a more efficient and effective procurement of goods and services for the City of Miami. This APM establishes guidelines that eliminate the process of curing irregularities in proposals and bids submitted in response to RFQs, RFPs, RFLI's IFBs, ITBs, ITQs and RFS.

BACKGROUND:

Currently, the Department of Procurement ("Procurement") allows Proposers and Bidders to cure certain deficiencies, deviations, irregularities, omissions, and/or technicalities in proposals and bids submitted to the City in response to RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS.

In collaboration with the Department of Innovation and Technology ("DoIt"), Procurement has identified the process of curing as the cause of significant delays in formal solicitation process. When proposals and bids require a cure, Procurement sends out a "Notice to Cure" to Proposers and Bidders who are then given additional time to correct, complete, and re-submit the required documents. The process of curing is time intensive and delays the procurement of necessary goods and services for the City; it prolongs the due diligence review period and it stalls and delays the evaluation and selection process, resulting in the extension of time between the issuance of an RFP, RFQ, RFLI, IFB, ITB, ITQ, or RFS solicitation and its award date.

Eliminating the process of curing will streamline and improve the overall procurement solicitation process while making it more efficient by removing a source of delay, and more effective by concentrating due diligence reviews only on complete and responsive proposals and bids. Additionally, it is not a common procurement industry practice to allow cures. Other local public agencies such as Miami-Dade County and the Miami-Dade County Public School System do not presently allow cures in such similar instances.

GUIDELINES:

Procurement will only review and evaluate proposals and bids that have been deemed responsive. **Responsive bids and proposals responses are defined by our Procurement Code.¹** Prospective Proposers and Bidders should understand that non-responsive proposals or bids will not be reviewed and will be eliminated from the evaluation and selection process.

The City will not consider the curing of any proposal or bid that fail to meet the minimum qualifications or submission requirements of an RFQ, RFP, RFLI, IFB, ITB, ITQ, or RFS as applicable. Material deficiencies, deviations, irregularities, omissions, and/or technicalities are not waivable.

Proposals and bids submitted with deficiencies, irregularities, omissions, and/or technicalities that deviate from the minimum qualifications and/or submission requirements for RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS shall result in a non-responsive determination. The following list includes, but is not limited to, proposal and bid deficiencies, deviations, irregularities, omissions, and/or technicalities that shall result in a non-responsive determination for any solicitation issued on or after May 6, 2019:

If a proposal or bid is missing forms, or contains unnotarized forms, unsigned forms, incorrect forms, or forms signed by any individual, other than the Proposer or Bidder, Proposer's or Bidder's team members, and/or individuals attesting to the stated project experience, the Proposer or Bidder **will not** be given time to cure the proposal or bid, and the City shall deem such proposal or bid non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations not listed above. Such minor deficiencies, deviations, irregularities, omissions, or technicalities may be timely cured by the Proposer or Bidder, at the sole discretion of the City. Material (i.e. substantial or notable) deficiencies, deviations, irregularities, omissions, or technical issues cannot be cured by the Proposer or Bidder and are not waivable by the City.

For illustrative guidance please see below an excerpt from State of Florida procurement instructions which discuss the difference in plain language between material and minor variances.

Responsive bidder, proposer, offeror, or respondent means a business which has submitted a bid, offer, proposal, quotation or response which conforms in all material respects to the solicitation. Sec. 18-73, City Code.

(Excerpt from 2012 WL 1155290 (Fla.Div.Admin.Hrgs.))

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.15 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any **deviation** therefore is not **material**. A **deviation** is **material** if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. **Material deviations** cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.

1.16 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

ATTACHMENT D

Title: PAVEMENT RESURFACING

IFB No.: 1115382

List of Subcontractors

Completion of Form

to be updated after award of the Contract as additional Subcontractors are added or changed. Submit additional pages as necessary.

Name of Firm	Address	Scope of Work	Licenses	Value of Work	% of Work

Note:

1. The work performed by Subcontractor(s) listed cannot equal more than fifteen percent (15%) of the total work for the Contract.
2. The foregoing list of Subcontractors may not be amended after award of the Contract without the prior written approval of the City's Project Manager identified in the Solicitation, whose approval will not be unreasonably withheld.

Name of Proposer: _____

Date: _____

Name of Individual Completing Form: _____

Signature: _____

"General Decision Number: FL20200178 01/03/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 35.36	12.77

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.49	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.07	0.00

HIGHWAY/PARKING LOT STRIPING:

Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzlemans).....	\$ 11.16	0.00
INSTALLER - GUARDRAIL.....	\$ 13.43	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 18.43	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.59	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.31	0.00
LABORER: Common or General.....	\$ 10.69	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 15.29	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.01	0.00
OPERATOR: Bulldozer.....	\$ 16.77	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 14.43	0.00
OPERATOR: Crane.....	\$ 22.46	0.00
OPERATOR: Curb Machine.....	\$ 20.74	0.00
OPERATOR: Distributor.....	\$ 13.29	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00

OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 20.22	3.85
OPERATOR: Loader.....	\$ 15.53	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.67	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.61	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.67	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.15	0.00
OPERATOR: Tractor.....	\$ 12.19	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 12.96	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 19.07	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 12.19	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.07	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.17	1.60

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his/her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officers or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that ll subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor/Contractor's Authorized Official

Name and Title of Contractor/Contractor's Authorized Official

Date: _____



CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: _____ (i.e. IFQ/IFB/RFP/RFQ/RFLI No. 123456)

Solicitation Title: _____

_____ (Bidder/Proposer) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Local office means a business within the city which meets all of the following criteria:

(1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;

(2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;

(3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and

(4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and

(5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

Does Bidder/Proposer conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	☐ YES ☐ NO
If Bidder/Proposer's Local Office tenancy is pursuant to a lease, has Bidder/Proposer enclosed a copy of the lease?	☐ YES ☐ NO ☐ N/A
Has Bidder/Proposer enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	City of Miami: ☐ YES ☐ NO ☐ Exempt Cite Exemption: _____ _____ Miami-Dade County: ☒ YES ☒ NO ☐ Exempt Cite Exemption: _____ _____
Has Bidder/Proposer enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer's business operations?	☐ YES ☐ NO

Bidder/Proposer's signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Print Name (Bidder/Proposer Authorized Representative)

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

Certified to and subscribed before me this _____ day of _____, 20_____, by
_____.

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: October 23, 2020

FROM: *Yadissa A. Calderon for*
Annie Perez, CPPO, Director
Department of Procurement

SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

REFERENCES: Invitation for Bid ("IFB")
No. 1115382

ENCLOSURES: Bid Tabulation

RECOMMENDATION:

Based on the findings below, the Department of Procurement ("Procurement") hereby recommends award of IFB No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The awarded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately \$200,181.50 annually for Group 1 – Non-Federally Funded Projects and \$200,186.48 annually for Group – 2 Federally Funded Projects (approximately \$1,401,270.50 for Group 1; and \$1,401,305.36 for Group 2 for all seven (7) years).

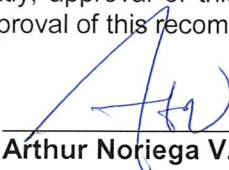
Contract Term: Initial term for a period of three (3) years, with the option to renew for two (2) additional two (2) year periods.

Recommended Vendors: H&R Paving, Inc.

BACKGROUND:

On September 11, 2020, Procurement on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated and tabulated following the guidelines published in the bid. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: 
Arthur Noriega V. City Manager

Date: 10/29/20

AP:tg

c:

Nzeribe Ihekweba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
Juvenal Santana, P.E., Director, Public Works
Yadissa A. Calderon, CPPB, Assistant Director, Procurement

GROUP 1 - NON-FEDERALLY FUNDED PROJECTS				H&R Paving		
Line Item	Item Description	Unit	Quantity	Unit Cost	BAFO	Total
1	MOBILIZATION, ROADWAY COMPLETE - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1 mobilization per task order).	LS	1	\$ 5,000.00	N/A	\$ 5,000.00
2	MOBILIZATION, ASPHALT - Mobilization cost for task orders mainly consisting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
3	MOBILIZATION, PATCHING - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1	\$ 1.00	N/A	\$ 1.00
4	MOBILIZATION, SIDEWALKS/CURBING - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per task order).	LS	1	\$ 1,500.00	N/A	\$ 1,500.00
5	MOBILIZATION, STRIPING - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1	\$ 300.00	N/A	\$ 300.00
6	MOBILIZATION, ASPHALT STAMPING/PAINTING - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
7	RE-MOBILIZATION - For use only if paving equipment and/or sidewalk/concrete crews already demobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task order amendment).	LS	1	\$ 1.00	N/A	\$ 1.00
8	NIGHTTIME/SUNDAY WORK ADD-ON - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor	EA/DAY	1	\$ 5,000.00	N/A	\$ 5,000.00
9	ROADWAY BASE SOIL ASSESSMENT, CONDITION A - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
10	ROADWAY BASE SOIL ASSESSMENT, CONDITION B - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
11	BARRICADES CONES/DRUMS - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
12	BARRICADES TYPE II - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45

13	BARRICADES TYPE III - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
14	WORK ZONE SIGNAGE - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for, includes installation, maintenance, and removal.	EA/DAY	1	\$ 100.00	N/A	\$ 100.00
15	FLASHING ARROW BOARD - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	1	\$ 10.00	N/A	\$ 10.00
16	VARIABLE MESSAGE SIGN (VMS) - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	1	\$ 25.00	N/A	\$ 25.00
17	RE-GRADE EXISTING SWALE - Includes removal and disposal of excess material if necessary.	SY	1	\$ 50.00	N/A	\$ 50.00
18	BAHIA GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
19	ST AUGUSTINE FLORATAM GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
20	ASPHALT REMOVAL 0-2" - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
21	ASPHALT REMOVAL 2"-4" - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
22	ASPHALT REMOVAL >4" - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
23	CONCRETE REMOVAL 0-6" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1	\$ 2.79	N/A	\$ 2.79
24	CONCRETE REMOVAL 6"-12" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to	SF	1	\$ 5.00	N/A	\$ 5.00
25	EXCAVATION - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	1	\$ 30.00	N/A	\$ 30.00
26	STABILIZED SUBGRADE - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	1	\$ 20.00	N/A	\$ 20.00
27	LIMEROCK BASE - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	1	\$ 30.00	N/A	\$ 30.00
28	MILL AND DISPOSE EXISTING ASPHALT - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	1	\$ 5.00	N/A	\$ 5.00
29	MILL AND DISPOSE EXISTING ASPHALT, ADD-ON - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1	\$ 1.00	N/A	\$ 1.00
30	1" SUPERPAVE ASPHALT, TYPE SP-9.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 7.00	N/A	\$ 7.00
31	1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 10.41	N/A	\$ 10.41
32	2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 14.00	N/A	\$ 14.00
33	1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 8.00	N/A	\$ 8.00
34	1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 12.00	N/A	\$ 12.00
35	2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 16.00	N/A	\$ 16.00

36	POTHOLE REPAIRS - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	1	\$ 5.00	N/A	\$ 5.00
37	CRACK SEAL - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1	\$ 5.00	N/A	\$ 5.00
38	UTILITY ADJUSTMENT, STORMWATER INLET - Raise or lower stormwater inlet frame and grate, includes brick and concrete mortar as necessary.	EA	1	\$ 250.00	N/A	\$ 250.00
39	UTILITY ADJUSTMENT, MANHOLE - Raise or lower utility manhole frame/rim and cover, includes brick and concrete mortar as necessary.	EA	1	\$ 500.00	N/A	\$ 500.00
40	UTILITY ADJUSTMENT, VALVE BOX - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	1	\$ 300.00	N/A	\$ 300.00
41	REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-	EA	1	\$ 500.00	N/A	\$ 500.00
42	REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	\$ 500.00	N/A	\$ 500.00
43	REPAIR CONCRETE MANHOLE/INLET - Repair of damaged concrete utility manhole or drainage inlet	EA	1	\$ 1,000.00	N/A	\$ 1,000.00
44	CONCRETE CURB AND GUTTER REMOVAL - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	1	\$ 15.00	N/A	\$ 15.00
45	CONCRETE CURB, NON-REINFORCED - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
46	CONCRETE CURB, REINFORCED - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
47	CONCRETE CURB AND GUTTER, NON-REINFORCED - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
48	CONCRETE CURB AND GUTTER, REINFORCED - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
49	CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
50	CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
51	LIMEROCK CURB AND GUTTER PAD - Installation and compaction of limerock base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	1	\$ 8.00	N/A	\$ 8.00
52	6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 6.60	N/A	\$ 6.60
53	8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 10.00	N/A	\$ 10.00

54	HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	1	\$ 200.00	N/A	\$ 200.00
55	REMOVE, STORE, AND RESET PAVERS - Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	1	\$ 10.00	N/A	\$ 10.00
56	DETECTABLE WARNINGS - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	1	\$ 50.00	\$ 45.00	\$ 45.00
57	ROADSIDE SIGNS, SINGLE POST - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	1	\$ 360.00	N/A	\$ 360.00
58	ROADSIDE SIGNS, SIGN ONLY - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per assembly).	AS	1	\$ 180.00	N/A	\$ 180.00
59	RELOCATE/RESET EXISTING POST AND SIGN - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	1	\$ 240.00	N/A	\$ 240.00
60	ROADWAY/HIGHWAY DELINEATOR - 36"-48" High, reflective delineators as approved by FDOT.	EA	1	\$ 72.00	N/A	\$ 72.00
61	REFLECTIVE PAVEMENT MARKERS (RPMs) - Class B, mono or bi-directional, all colors.	EA	1	\$ 4.20	N/A	\$ 4.20
62	PAVEMENT MARKING REMOVAL - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing	LF	1	\$ 1.20	N/A	\$ 1.20
63	THERMOPLASTIC PAVEMENT MESSAGES - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	1	\$ 216.00	N/A	\$ 216.00
64	THERMOPLASTIC DIRECTIONAL ARROWS - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	1	\$ 96.00	N/A	\$ 96.00
65	THERMOPLASTIC BIKE LANE MARKINGS - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade	EA	1	\$ 360.00	N/A	\$ 360.00
66	GREEN BIKE LANE COATINGS - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the FDOT through the FHWA.	SY	1	\$ 144.00	N/A	\$ 144.00
67	RED BUS LANE COATINGS - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-Dade County.	SY	1	\$ 144.00	N/A	\$ 144.00
68	SOLID SINGLE 6" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
69	SOLID DOUBLE 6" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80

70	SOLID SINGLE 8" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
71	SOLID DOUBLE 8" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
72	SOLID SINGLE 12" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 3.60	N/A	\$ 3.60
73	SOLID SINGLE 18" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80
74	SOLID SINGLE 24" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 6.00	N/A	\$ 6.00
75	THERMOPLASTIC GUIDELINES - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
76	THERMOPLASTIC 10'-30' SKIP LINES - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
77	PATTERNED ASPHALT STAMPING - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved equal).	SF	1	\$ 20.00	N/A	\$ 20.00
78	STAMPED ASPHALT PAINTING - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1	\$ 30.00	N/A	\$ 30.00
79	DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	1	#####	N/A	\$ 30,000.00
80	REPLACE TRAFFIC LOOP - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	1	\$ 2,500.00	N/A	\$ 2,500.00
81	Special Provision 1 = Contingency Allowance - Unforeseen Conditions					\$50,000
82	Special Provision 2 = Contingency Allowance - Off Duty Police Traffic Control					\$100,000
Total Cost including Contingency Allowance						\$ 200,176.35

Director's Approval: _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: November 23, 2020

FROM: Annie Perez, CPPO, Director
Department of Procurement



SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

REFERENCES: IFB No. 1115382

ENCLOSURES: Bid Tabulation; Award
Recommendation Dated 10/29/20;
Rescission of Award Memo dated 10/29/20;
Best and Final Offer Letter ("BAFO")

RECOMMENDATION:

Based on the findings below, the Procurement Department ("Procurement") hereby recommends the award of Invitation for Bid ("IFB") No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The awarded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately \$200,176.35 annually for Group 1 – Non-Federally Funded Projects and \$200,181.33 annually for Group – 2 Federally Funded Projects (approximately \$1,401,234.45 and \$1,401,269.31 respectively for all seven (7) years).

Contract Term: Initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods.

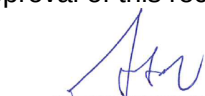
Recommended Vendors: H&R Paving, Inc. ("H&R Paving")

BACKGROUND:

On September 11, 2020, Procurement issued IFB No. 1115382 for the provision of Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated following the guidelines published in the solicitation. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder. On October 29, 2020, an award was recommended and approved (please see attached), however after further discussion with Public Works, on November 16, 2020, a BAFO letter (please see attached) was issued to H&R to request additional savings on their original bid pricing submittal. H&R returned the BAFO providing a savings of \$36.05 for each group over the course of the contract. Public Works has approved the BAFO.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: _____



Arthur Noriega V. City Manager

Date: _____

12/21/20

AP:tg

- c: Fernando Casamayor, Assistant City Manager/Chief Financial Officer
- Nzeribe Ihekwebaba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
- Alan Dodd, P.E., Director/Chief Resilience Officer, Resilience and Public Works
- Yadissa A. Calderon, CPPB, Assistant Director, Procurement



AGENDA ITEM SUMMARY FORM

File ID: #8453

Date: 01/07/2021

Requesting Department: Department of Resilience and Public Works

Commission Meeting Date: 03/11/2021

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Accept Bid - H&R Paving, Inc.

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works ("Public Works"), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background of Item:

On September 11, 2020, the Department of Procurement ("Procurement"), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately \$200,176.35 annually for Group 1 - Non-Federally Funded Projects; and \$200,181.33 annually for Group 2 - Federally Funded Projects (approximately \$1,401,234.45 for Group 1 and \$1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Item is an Expenditure
Item has NO budget impact
Item is NOT funded by Bonds

Total Fiscal Impact:

\$200,176.35 annually Group 1; \$200,181.33 annually Group 2; See background notes.
General Account No.: 40-B73102E

Reviewed By

Department of Resilience and Public Works

Review	Completed	01/07/2021 11:34 AM
Office of Management and Budget	Calvin Fifer	
Office of Management and Budget	Leon P Michel	
City Manager's Office	Nzeribe Ihekweba	
City Manager's Office	Arthur Noriega V	
Legislative Division	Valentin J Alvarez	
Office of the City Attorney	Pablo Velez	
Office of the City Attorney	Barnaby L. Min	
Office of the City Attorney	Victoria Méndez	
City Commission	Nicole Ewan	

Juvenal Santana

Budget Analyst Review
Budget Review
Assistant City Manager Review
City Manager Review
Legislative Division Review
ACA Review
Deputy City Attorney Review
Approved Form and Correctness Meeting

Department Head

Completed	01/13/2021 6:15 PM
Completed	01/15/2021 8:47 PM
Completed	01/18/2021 11:11 AM
Completed	01/18/2021 1:00 PM
Completed	01/20/2021 3:42 PM
Completed	02/24/2021 1:56 PM
Completed	02/24/2021 2:14 PM
Completed	02/24/2021 5:11 PM
Completed	03/11/2021 9:00 AM



City of Miami

Legislation

Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: R-21-0096

File Number: 8453

Final Action Date: 3/11/2021

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID NO. 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC., A FLORIDA PROFIT CORPORATION, FOR THE PROVISION OF PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES, ON AN AS-NEEDED BASIS, FOR THE CITY OF MIAMI'S DEPARTMENT OF RESILIENCE AND PUBLIC WORKS FOR AN INITIAL TERM OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS; ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND SUCH OTHER LEGALLY AVAILABLE FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALL ALLOCATIONS, APPROPRIATIONS, PRIOR BUDGETARY APPROVALS, COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), INCLUDING THE CITY'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

WHEREAS, the City of Miami's ("City") Department of Resilience and Public Works ("RPW") has a continued need for pavement resurfacing and roadway repair services; and

WHEREAS, on September 11, 2020, pursuant to the City's Procurement Code, on behalf of RPW, the City's Department of Procurement ("Procurement") advertised and issued online Invitation for Bid ("IFB") No. 1115382 for the provision of pavement resurfacing and roadway repair services on an as needed basis; and

WHEREAS, on October 9, 2020, three (3) bids were received in response to this IFB, with the lowest responsive and responsible bid submitted by H&R Paving, Inc., a Florida profit corporation ("H&R Paving");

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

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bid received on October 9, 2020 pursuant to IFB No. 1115382 from the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for RPW for an initial term of

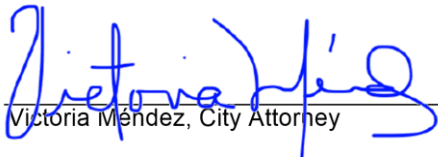
three (3) years with the option to renew for two (2) additional two (2) year periods is hereby accepted.

Section 3. Funds shall be allocated from Account No. 40-B73102E and such other legally available funding sources, subject to the availability of funds and budgetary approval at the time of need.

Section 4. The City Manager is authorized¹ to negotiate and execute any and all other documents, including any amendments, renewals, and extensions, subject to all allocations, appropriations, prior budgetary approvals, compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended ("City Code"), including the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in forms acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Méndez, City Attorney 2/24/2021

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 3/22/2021

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: Pursuant to Section 2.31, Additions /Deletions of Services/Items/Suppliers, the addition of Solid Marking Tape to the contract. Here is the pricing:

Line Item	Item Description	Unit	Quantity	Unit Cost
83	SOLID MARKING TAPE: Includes all labor, material and equipment to install a 12" white solid stripe marking on concrete surface.	LF	1	\$ 26.25
84	NEW SHIELD SIGNS: furnishing and installation of Shield performed thermoplastic 6'x15', 125 MIL signs	EA	1	\$2,404.50

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 11/1/2021

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AGENDA ITEM CHEAT SHEET

1. TITLE: IFB 1115382 - PAVEMENT RESURFACING SERVICES

2. TYPE OF CONTRACT (Emergency ratification, SS, Piggyback, IFB, RFP, etc.):

Invitation fo Bid ("IFB")

3. TOTAL FISCAL IMPACT IN THE AGGREGATE:

*\$200,181.50 annually for Group 1 - Non-Federally F

4. SOURCE OF FUNDING:

Parks and Recreation Department ("Parks") and Human Services Department

5. CONTRACT SAVINGS ACHIEVED/REVENUE:

N/A

6. SCOPE OF SERVICES:

This nature of this item is to provide pavement resurfacing and roadway repair services.

7. WHAT IS THE TERM OF THE CONTRACT? (Please include OTR's)

The term of this contract is for an initial three (3) years with two (2), two (2) year options to renew.

8. WHAT IS THE METHOD OF AWARD (Group, Item by Item etc.)?

Award of this contract is made to lowest bidder on a group by group basis with a Primary and Secondary basis.

9. IF CITYWIDE, WHAT ARE THE MOST FREQUENT USER DEPARTMENTS?

Resilience and Public Works

10. NAME OF AWARDEE(S):

H&R Paving, Inc.

11. IS THE AWARDEE THE INCUMBENT?

Yes

12. WHEN DOES THE CURRENT CONTRACT EXPIRE?

AUGUST 13, 2020; Contract on extensions

**13. IS THE PRICING HIGHER, LOWER OR THE SAME AS THE CURRENT CONTRACT?
DESCRIBE PRICE DIFFERENTIAL.**

Approximately the same; federally funded projects are new to the contract - hence pricing.

14. WHAT WAS THE PREVIOUS SPEND ON THE CURRENT CONTRACT?

\$3,765,440.94

**15. HOW MANY BIDDERS/PROPOSERS? IF ONLY ONE BIDDER/PROPOSER, WHAT WERE
THE RESULTS OF THE SURVEY?**

Three (3) Bidders submitted bids.

16. OTHER INFORMATION (Did Local Preference affect the award; was any firm deemed non-responsive; if yes which one(s) and why; was there a BAFO, and any other pertinent information):

There were three (3) Bidders that submitted bids, two (2) were deemed non-responsive, one for not meeting the five (5) year minimum requirement, and the other for not submitting all the documentation stated in the minimum requirements.

*\$200,181.50 annually for Group 1 - Non-Federally Funded Projects and \$200,186.48 annually for Group 2 - Federally Funded Projects (approximately \$1,401,270.50 for Group 1 and \$1,401,305.36 for Group 2 for all seven (7) years.



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 10/26/2020

Requesting Department: RPW

Commission Meeting Date: 3/11/2021

District Impacted: ALL

Type: ☒ Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item ☐ Other _____

Subject: Invitation for Bid ("IFB") No. 1115382 - Pavement Resurfacing Services

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works ("Public Works"), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background Information:

On September 11, 2020, the Department of Procurement ("Procurement"), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately \$200,176.35 annually for Group 1 - Non-Federally Funded Projects; and \$200,181.33 annually for Group 2 - Federally Funded Projects (approximately \$1,401,234.45 for Group 1 and \$1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Does the proposed purchase, legislation, project, or agreement involve a matter for which the Department/Office is requesting payments to occur beyond one (1) year? Please check one: Yes ☐ No ☒ If yes, please describe in writing below the lease, debt, loan, or other financial obligation structure being requested in order to fund/finance your proposed purchase, legislation, project, or agreement: _____

☐ Yes ☒ No Is this item related to revenue?

☒ Yes ☐ No Is this item an expenditure? If so, please identify funding source below.

General Account No.: 40-B73102E

Special Revenue Account No.: _____

OCI Project No.: _____

☐ Yes ☒ No Is this Item funded by bonds?

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: \$200,176.35 annually Group 1; \$200,181.33 annually Group 2; See background notes.

Does the item require approval from the following departments?

- ☐ Grants
- ☐ Procurement
- ☐ Risk

Final Approvals

(SIGN AND DATE)

Dept. Director _____

**all other approvals will be done through Accela*

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID ("IFB") 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC. ("H&R PAVING") FOR THE PROVISION OF PAVEMENT RESURFACING SERVICES, ON AN AS-NEEDED BASIS, FOR THE DEPARTMENT OF RESILIENCE AND PUBLIC WORKS ("RPW"), FOR AN INITIAL CONTRACT TERM OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS, ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND OTHER FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGET APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS AND PRIOR BUDGETARY APPROVALS, AND IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING, THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

..Body

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

WHEREAS, RPW has a continued need for pavement resurfacing and roadway repair services, on an as needed basis.; and

WHEREAS, on September 11, 2020, the Department of Procurement ("Procurement") on behalf of RPW, issued IFB No. 1185386, for the provision of pavement resurfacing and roadway repair services, on an as-needed basis. As required by the Procurement Code, the IFB was advertised and issued on-line.

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

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bid received October 9, 2020 pursuant to IFB 1115382 from, the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for an initial contract term of three (3) years, with the option to renew for two (2) additional two (2) year periods. allocating funds from RPW's' Account No. 0001.208000.534000.0000.00000 and other funding sources, subject to the availability of funds and budget approval at the time of need, is accepted.

Section 3. he City Manager{1} is authorized to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the City Code, as amended, including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

..Footnotes

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} This Resolution shall become effective as specified herein unless vetoed by the Mayor within ten (10) days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.

**CITY OF OPA-LOCKA AGREEMENT FOR SEGAL PARK TRAILS
IMPROVEMENTS SERVICES**

(Pavement Resurfacing Piggyback Competitive Award)

This Agreement is made this ____ day of _____, 2024, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide park improvements/renovation services to the City for Segal Park Trails within the City (Segal Park Trails Project) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid (IFB) 1115382 ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2024, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with sidewalk installation services in accordance with the City's requirements as set forth herein and the Standard Contract between the City of Miami and the Contractor dated on or about March 22, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

- A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross, as Capital Improvement Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.
- B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.
- C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.
- D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate

evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darwin Williams, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
H&R Paving Inc
1955 N. W. 110 AVE
Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

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.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____ Date: _____
Darvin Williams, Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

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

By: _____
Joanna Flores, City Clerk

**CONTRACTOR:
H&R Paving, Inc.**

By: _____

Witness: _____

PRINT NAME

Date: _____

TITLE

Date: _____

Sponsored By: Interim City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF EXP U.S. SERVICES, INC. TO DEVELOP A PLAN FOR A SAFE STREETS FOR ALL (SS4A) PROGRAM FOR THE CITY, PURSUANT TO RFP NO. 23-1204200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EXP U.S. SERVICES, INC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY-FIVE CENTS (\$167,774.55) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; FURTHER AUTHORIZING A PROJECT CONTINGENCY BUDGET, IN A TOTAL AMOUNT NOT TO EXCEED SIXTEEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND FORTY-FIVE CENTS (\$16,777.45); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 19, 2023, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 23-1204200 for the development of a plan for a Safe Streets for All (SS4A) program for the City; and

WHEREAS, the Plan will provide recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a comprehensive course of action; and

WHEREAS, the Plan will also address Federal and State regulations, including design guidance as well as performance management goals, measures, and targets, and will promote equitable outcomes; and

WHEREAS, this Plan is eighty percent (80%) funded by the Florida Department of Transportation District 6 under the Safe Streets for All Action Plan Program; and

WHEREAS, the City of Opa-Locka is one of the first cities awarded under the Comprehensive Safety Action Plan (CSAP), which is intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives; and

WHEREAS, the CSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the City; and

WHEREAS, the development of this Plan ties into the Strategic Initiative of Opa-Locka Vision Zero 2030 Plan, which was adopted by the City Commission in 2018; and

WHEREAS, one (1) sealed proposal was received by the City Clerk's Office and certified by the City Clerk on October 31, 2023; and

WHEREAS, EXP U.S. Services, Inc. has proposed One Hundred Sixty-Seven Thousand, Seven Hundred Seventy-Four Dollars and Fifty-Five Cents (\$167,774.55) for the project and the City Commission desires to accept the proposal and further enter into an agreement with EXP U.S. Services, Inc; and

WHEREAS, the Interim City Manager recommends the establishment of a Sixteen Thousand, Seven Hundred Seventy-Seven Dollars and Forty-Five Cents (\$16,777.45) contingency budget for unexpected minor issues which may arise; and

WHEREAS, the City Commission finds that acceptance of EXP U.S. Services, Inc.'s proposal to develop a plan for a Safe Streets for All (SS4A) program for the City is in the best interest of the City of Opa-Locka and its residents.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of EXP U.S. Services, Inc. relating to Request for Proposals (RFP) 23-1204200, to develop a plan for a Safe Streets for All (SS4A) Program for the City, and hereby authorizes the Interim City Manager, or other authorized person, to enter into the agreement, attached hereto as Exhibit "A", in an amount not to exceed One Hundred Sixty-Seven Thousand, Seven Hundred Seventy-Four Dollars and Fifty-Five Cents (\$167,774.55); further authorizing a project contingency budget, in a total amount not to exceed Sixteen Thousand, Seven Hundred Seventy-Seven Dollars and Forty-Five Cents (\$16,777.45).

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

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director	Robert Anathan		Department Director's Signature		
City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date: <i>(Enter X in box)</i>	02.14.2024 <i>(Enter X in box)</i>		Item Type:	Resolution	Ordinance
				X	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
				2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
				No	
				X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	City Manager		Department:	Financial Support Services	

Short Title:

A resolution authorizing the Interim City Manager to accept the proposal of EXP US Services, Inc. Safe Streets and Roads for All (SS4A) according to RFP No. 23-1204200 and further authorizing the Interim City Manager to enter into an agreement with EXP US Services, Inc. for said services.

Staff Summary:

Request for Proposals (RFP) 23-1204200 was published on October 31, 2023, to develop a plan for a Safe Streets for All (SS4A) program. One (1) company submitted a proposal which was certified by the City Clerk on Dec 19, 2023.

The plan will develop recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a comprehensive course of action. The plan will address Federal and State regulations, including design guidance as well as performance management goals, measures, and targets, and will promote equitable outcomes.

This plan is 80% funded by FDOT District 6 under the Safe Streets for All Action Plan program. The City of Opa-locka is one of the first cities awarded under the Comprehensive Safety Action Plan (CSAP) which is intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives. The CSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the City.

The development of this plan ties into the Strategic Initiative of Opa-locka Vision Zero 2030 plan which was adopted by the City Commission in 2018.

Financial Impact: The recommended bid is for \$167,774.55. Additionally, staff recommends the establishment of a 10% Contingency for unforeseen minor issues which may arise.

Account	Description	Available	Project	Remaining Balance
44-541857	Street Safety Analysis		\$167,774.55	
44-541857	Street Safety Analysis - Contingency		\$ 16,777.45	
Total		\$250,000.00	\$184,552.00	\$ 65,448.000

Proposed Action:

Staff recommends the City Commission approve the recommendation for EXP US Services, Inc. and authorize the Interim City Manager to enter into an agreement with said company in an amount of \$167,774.55. Staff further recommends establishment of a 10% Contingency in the amount of \$16,777.45 to be available for unforeseen minor issues which may arise.

Attachment:

RFP No. 23-1204200
Bid Certification
Bid Proposal

Task	Project Manager/Contract Lead	Deputy Project Manager/Strategy & Project Selection Lead	Principal	Safety Analyst	Program & Transparency Lead	GIS Analyst	Public Outreach Specialist	Policy & Process Analyst		
Task 1. Kick-off Meeting, Refine Study Scope/Tasks, Task Schedule, & Community Engagement/Assessment Process	22	20	2	8	12	12	42	22	140	\$ 14,159.28
1.1 Project Kick-Off Meeting	2	2	2	2	2	2	2	2	16	\$ 1,886.88
1.2 Regular Project Management Meetings	20	18		6	10	10	40	20	124	\$ 12,272.41
Task 2. Assessment of Existing Policies, Programs, & Practices	4	0	0	40	20	0		60	124	\$ 12,934.05
2.1 Review of existing policies, programs and practices	2			20	10			40	72	\$ 7,309.82
2.2 Technical Memorandum summarizing findings	2			20	10			20	52	\$ 5,624.23
Task 3. Vision Zero Task Force/Community Engagement & Assessment (Stakeholder Engagement & Collaboration)	20	20	1	12	12	0	360	72	497	\$ 42,152.46
3.1 Create a Vision Zero Task Force	10	10		4	4		120	36	184	\$ 15,902.24
3.2 Vision Zero Task Force & Public Outreach	10	10	1	4	4		120	36	185	\$ 16,127.16
3.3 Evaluation & Analysis of Data Collected				4	4		120		128	\$ 16,123.06
Task 4. Vision Zero Statement	16	0	0	0	2	0	0	18	36	\$ 3,954.33
4.1 Develop a Vision Zero Statement, Guiding Principles and Goals and Objectives	16				2			18	36	\$ 3,954.33
Task 5. Data Collection & Analysis	6	3	1	264	18	104	0	0	396	\$ 43,223.47
5.1 Data Analysis	2	1	1	96	6	24			130	\$ 15,089.15
5.2 City-wide injury and collision data analysis summary	2	1		136	6	40			185	\$ 20,924.04
5.3 City-wide High Injury Network (HIN) GIS Map	2	1		32	6	40			81	\$ 7,210.28
Task 6. Implementation & Evaluation Strategies	6	3	1	24	6	24	0	40	104	\$ 9,794.81
6.1 Policy & Strategies Development	2	1	1	8	2				14	\$ 1,898.35
6.2 Safety Projects & Programs	2	1		8	2	24		8	45	\$ 3,525.60
6.3 Implementation Framework	2	1		8	2			32	45	\$ 4,370.37
Task 7. Vision Zero Plan Outline, Final Plan & Appendices	10	5	1	26	18	24	40	24	148	\$ 13,826.64
7.1 VZAP Outline	2	1	1	2	2		10		18	\$ 1,872.72
7.2 Draft VZAP and Appendices	2	1		22	12	24	24	24	109	\$ 9,579.77
7.3 VZAP PowerPoints for presentation to various boards, councils, and committees	6	3		2	4		6		21	\$ 2,374.17
Task 8. Draft Vision Zero Plan & Presentation & Adoption	36	29	2	14	32	120	71	24	328	\$ 27,852.79
8.1 Attend and present at two Council Presentations	8	1	1	2	6	20	32		70	\$ 5,784.79
8.2 Assist in adopting the Resolution and Action Plan	8	8	1	2	6	20	32		77	\$ 6,729.51
8.3 Final VZAP including any final draft changes	12	12		2	12			16	54	\$ 6,133.07
8.4 Submit all plan data/documents/graphics files/GIS	8	8		8	8	80	7		127	\$ 9,205.41
Sub-Total	120	80	8	388	120	284	513	268	1773	\$ 187,897.35
Other Direct Costs										
Travel Costs										\$ -
Printing & Miscellaneous										\$ -
Total										\$ 187,897.35



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR PROPOSALS
RFP NO. 23-1204200
SAFE STREETS AND ROAD FOR ALL (SS4A)**

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received by 2:00 p.m. on December 19, 2023 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 2:00 p.m. this 20th day of December 2023.

PROPOSAL(S) RECEIVED

NAME/ADDRESS

LUMP SUM PRICE

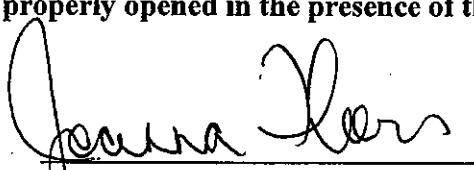
- EXP US Services, Inc.
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134
Contact: Jose Clavell, Vice President / Principal
Ofc: 786.208.1326**

\$167,744.55

Please note that the proposal from EXP US Services, Inc. was submitted via Demand Star (e-bid) and provided to the City Clerk by Procurement on Wednesday, December 20, 2023.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:


Junior Bergel
Procurement Officer
City of Opa-locka


Joanna Flores, CMC
City Clerk
City of Opa-locka



SAFE STREETS AND ROADS FOR ALL (SS4A)

RFP 23-1204200

ADDENDUM-01

This addendum is to answer questions on the RFP 23-1204200 SAFE STREETS AND ROADS FOR ALL (SS4A) solicitation.

- **Please review the City of Opa-locka Right of Way Map (Attachment 1) for additional city layout details.**
- **This bid is a Request for Proposal, not a Request for Qualifications, which is stated as such on Demandstar.**



SAFE STREETS AND ROADS FOR ALL (SS4A)
RFP 23-1204200
ADDENDUM-02

This addendum is to change the due date for RFP 23-1204200 SAFE STREETS AND ROADS FOR ALL (SS4A) solicitation.

New Due Date: Tuesday, December 12, 2023, by 2:00 pm.

This addendum is to answer questions on the RFP 23-1204200 SAFE STREETS AND ROADS FOR ALL (SS4A) solicitation.

1. Regarding the Consultant Annual Audit Information for Indirect Cost, can the FDOT Pre-qualification Letter be used for this purpose? Such letter is a result of an audit, and it establishes our approved rates for contracting purposes.

Yes, this letter, if it's still valid, can be utilized.

2. If bid is submitted via DemandStar, can the sealed envelopes/packages addressed to the City's Clerk Office and marked RFP for Safe Streets and Roads for all (SS4A) Comprehensive Action Plan be submitted that way as well?

Two options for submission:

Sealed proposals for SAFE STREETS AND ROADS FOR ALL (SS4A) will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, on Tuesday, December 12, 2023, by 2:00 pm.

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 marked RFP for SAFE STREETS AND ROADS FOR ALL (SS4A).

In addition, proposals may be submitted via www.demandstar.com (e-bid) by 2:00pm.

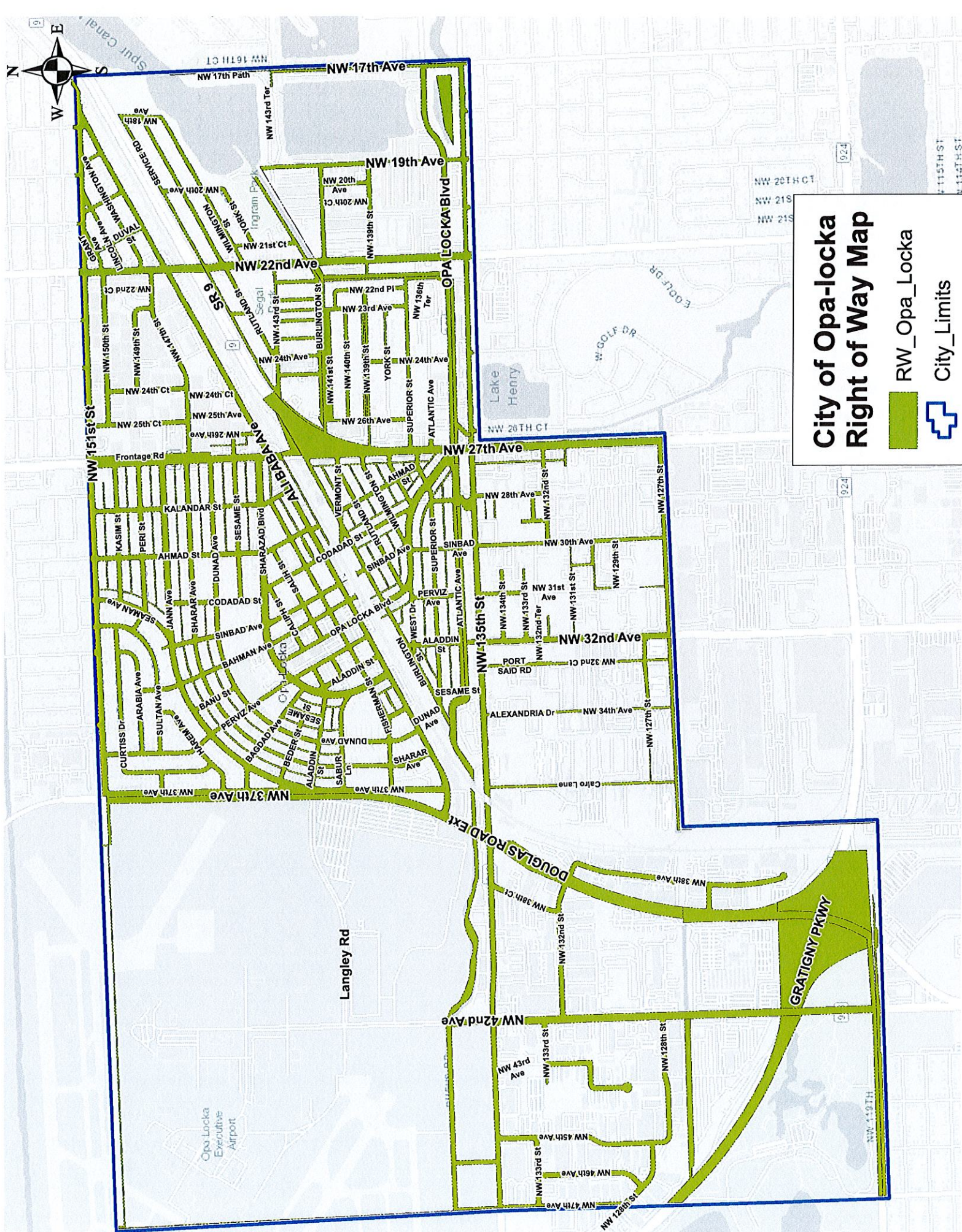


SAFE STREETS AND ROADS FOR ALL (SS4A)
RFP 23-1204200
ADDENDUM-03

This addendum is to change the due date for RFP 23-1204200 SAFE STREETS AND ROADS FOR ALL (SS4A) solicitation.

This addendum is to update the cost proposal form on the RFP 23-1204200 SAFE STREETS AND ROADS FOR ALL (SS4A) solicitation.

- **New Due Date: Tuesday, December 19, 2023, by 2:00 pm.**
- **Please review the attachment on Demandstar.**



City of Opa-locka Right of Way Map

- RW_Opa_Locka
- City_Limits

CITY OF OPA-LOCKA



REQUEST FOR PROPOSAL 23-1204200

**SAFE STREETS AND ROADS FOR ALL (SS4A)
COMPREHENSIVE SAFETY ACTION PLAN**

Table of Contents

- I. Introduction**
 - a. Advertisement
 - b. Description of the City of Opa-locka
 - c. Purpose of Request
 - d. Project Narrative
- II. Nature of Services Required**
 - a. Scope of Work to be Performed
 - b. General RFP Requirement
 - c. Contents of Proposal
- III. Project Schedule**
 - a. Consultant Selection
 - b. Project Development
- IV. Submittal Information**
 - a. Consultant Selection
 - b. Project Development
- V. Evaluation and Selection Process**
 - a. Review of Proposals
 - b. Evaluation Criteria
- VI. Contract**
 - a. Agreement for Services
 - b. Insurance Requirements
- VII. Attachments**
 - a. Additional Resources
 - b. Title VIII Assurances
 - c. Cost Proposal Form
 - d. USDOT SS4A Plan Development - Elements for a SS4A Action Plan
 - e. PROPOSER QUALIFICATIONS
 - f. CERTIFICATION REGARDING DEBARMENT
 - g. DRUG FREE WORKPLACE
 - h. NON-COLLUSION AFFIDAVIT
 - i. NON-DISCRIMINATION AFFIDAVIT
 - j. E-VERIFY FORM

CITY OF OPA-LOCKA

RFP NO: 23-1204200

SAFE STREETS AND ROADS FOR ALL (SS4A) COMPREHENSIVE SAFETY ACTION PLAN

The sealed proposals for **SAFE STREETS AND ROADS FOR ALL (SS4A) COMPREHENSIVE SAFETY ACTION PLAN** for the city of Opa-locka will be received at the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Monday, Dec. 04, 2023, at 2:00 pm.** Any RFQ Package received after the designated closing time will be returned unopened. The city will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposal may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposal 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's Clerk Office and marked **RFP for Safe Streets and Roads for all (SS4A) Comprehensive Action Plan.**

Proposers desiring information for use in preparing proposal may obtain a set of such documents by visiting the city of Opa-locka website at <https://www.opalockafl.gov> or www.demandstar.com.

The City reserves the right to accept or reject 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: 23-1204200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

City Clerk
Joanna Flores

I. INTRODUCTION

1-1. INTRODUCTION: The City of Opa-locka is requesting submissions for the Safe Streets and Roads for all (SS4A) Comprehensive Action Plan. The City is soliciting bids on behalf of the City Manager's Office under the laws of the State of Florida. These services must be efficient practices and adhere to industry standards and best practices, and utilize the latest non-proprietary technology. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

b) Description of Opa-locka

The great City of Opa-locka was the vision of aviation pioneer, Glen Curtiss. The city was incorporated in 1926 and is located within the northwestern area of Miami Dade County with major boundaries of NW 151st Street to the north, NW 119th Street to the south, NW 17th Avenue on the east, and NW 47th Avenue on the west with an area of 4.2 square miles. The City was developed with an Arabian Nights theme as can be seen by the Moorish architecture and street names in the city. The city has a mixture of residential, commercial, and industrial zones, in addition to a general aviation airport (Opa-locka Executive Airport three parks (Ingram, Sherbondy, and Segal Parks), two lakes, and a tri-rail station.

The City is a service-oriented city that operates under the council/manager form of government, providing the following: Police; Streets and Drainage; Water; Parks; Buildings and Grounds; Recreation and Swimming Pool; Sewer; and General Administrative Services. Engineering and legal services are provided to the City on a contract basis.

c) Purpose of Request

A comprehensive safety action plan (CSAP) is a powerful way to prioritize safety improvements and justify investment decisions within area jurisdictions. These plans can serve as the basic building block to significantly improve roadway safety by reducing and eliminating serious injury and fatal crashes, communicating, and collaborating with stakeholders and community members, and providing information on funding opportunities.

As a recent recipient of an FY22 Safe Streets and Roads for All (SS4A) Action Plan Grant, this first-of-its-kind regional CSAP for the City of Opa-locka will provide a framework of innovative strategies and implementation actions intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives. The CSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the City.

The plan will develop recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a comprehensive course of action. The plan will address federal and state regulations, including design guidance as well as performance management goals, measures, and targets, and will promote equitable outcomes.

As noted, this plan will be funded in part through an Action Plan Grant through the Safe Streets and Roads for All (SS4A) discretionary grant program. The purpose of this program, established by the Bipartisan Infrastructure Law (BIL), is to support local initiatives to prevent death and serious injury on roads and streets, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. Once complete, the CSAP will allow the City of Opa-locka to apply for implementation (capital construction) discretionary grant funds through the SS4A initiative.

c) Project Narrative

The City of Opa-locka understands our shared responsibility in eliminating fatal and serious crashes for all roadway users, including those who walk, bike, drive, ride transit, and travel by other modes in our community. We are committed to a holistic approach in how we think about transportation safety and how we prioritize investments across the entire transportation system so that we can build a safe and better system for all users of all modes.

By developing the first comprehensive safety action plan for the City, our area will commit to providing a framework of innovative strategies and implementation actions that will ensure crash reductions and support federal and state safety initiatives. Through expanded collaboration with stakeholders and community members, as well as guidance from FHWA's Safe System approach and SS4A's Action Plan Components, the City will develop a comprehensive safety action plan that is founded upon the following:

- Stakeholder and public engagement plan, with a strong emphasis on equity and outreach to residents, businesses, visitors, and community builders.
- Data collection and review, including a summary of existing programs, policies, and studies as well as a peer review of comparable surrounding small cities.
- Safety analysis, including an analysis of regional trends, contributing factors, and patterns of transportation-related accidents in the region. Transportation equity review, including an assessment of regional equity indicators related to accessibility, connectivity, environment, health, engagement, and effectiveness, and how transportation systems affect and/or influence safe and equitable outcomes.
- Dashboard and toolkit, including graphic visualizations that illustrate safety countermeasures, context-sensitive solutions, user educational components, and performance measure tracking. Implementation matrix for implementing safety measures including:
 - Policies, programs, innovative practices, and low-cost/high-impact strategies; and
 - Specific construction projects with scope, budget, and time frame.

1-2. PROPOSAL SUBMISSION: 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 Monday, Dec. 04, 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: **Safe Streets and Roads for all (SS4A) Comprehensive Action Plan**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposal 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, the proposal becomes 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 proposal directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposal. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. ELIGIBILITY: To be eligible to respond to this RFQ, the Consultant should have performed similar work and have relevant experience.

1-4. CONE OF SILENCE: You are hereby advised that this Request for Qualifications is subject to the "Cone of Silence," in accordance with Section 2-11.1(t)(a) of the Code of Miami-Dade County. From the time of advertising until the Interim City Manager issues a recommendation, there is a prohibition on communication with the City's professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly noticed public meeting, contract negotiations with the staff following the award of an RFQ, RFQ, RFLI or bid by the City Commission, or communications in writing at any time with the authorized City employee. A copy of all written communications must be filed with the Interim City Manager. Violation of these provisions by any bidder or proposer shall render any Request for Qualifications Transfer Station Development RFQ award, RFLI award, or bid award to said bidder or proposer void, and said bidder or proposer shall not be considered for any RFQ, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year. All questions regarding this RFQ must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments should be directed to jflores@opalockafl.gov. Answers to all submitted questions will be posted on the City's web site.

1-5 PUBLIC RECORDS: Florida law provides that municipal records shall always be open for inspection by any person under §119, F.S., as amended from time to time; The Public Records law. Information and materials received by the City in connection with responses shall be deemed to be public records subject to public inspection. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: JOANNA FLORES AT (305) 953-2800, jflores@opalockafl.gov, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054.

1-6 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE: Sealed proposals must be received no later than 2:00 p.m. local time on **Monday, Dec. 04, 2023**, at Office of the City Clerk, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054, 4th Floor. Each sealed proposal should be clearly marked and identified as follows: CITY OF OPA-LOCKA, "Safe Streets and Roads for all (SS4A) Comprehensive Action Plan". 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's Clerk Office and marked RFQ for Transfer Station Development. The responsibility for submitting a response and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. The city is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be non-responsive.

1-7 CITY OPTIONS: The City reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of Transfer Station Development. The Interim City Manager will report to the City Commission whether or not a contract award(s) is/are recommended. The City also reserves and holds at its sole discretion the following rights and options:

- To issue addenda/clarification to this RFQ.
- To reject or accept any and all submittals.
- To issue subsequent RFQ.
- To enter into contract negotiations.
- To wave technicalities.

1-8 AWARD OF CONTRACT: The City intends to select and make a recommendation for the award of a contract to the City Commission. The City Commission shall be the sole judge of the submittals that is/are in its best interest, and its decision is final. The terms of the contract shall be in accordance with the time requirements as set forth in this RFQ.

1-9 WRITTEN NOTICE TO PROPOSERS: All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of said selection.

1-10 NON-ASSIGNMENT: The selected firm shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded, without the prior written consent of the City. The City may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

1-11 INDEMNIFICATION AND HOLD HARMLESS: The selected firm shall indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the proposer's performance of the contract. The selected firm shall also indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, losses, and expenses arising from action of selected firm's employees on City's property or in the course of carrying out any

business related to the contract.

1-12. DEFAULT: Failure of the proposer to comply with any covenant of the contract to be awarded shall constitute a default, and the City may at its option terminate the contract thirty days after receipt by the proposer of written notice, unless said default is cured within such period.

1-13. 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. 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.**

1-14. SELECTION PROCESS: The proposal 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 and holds at its sole discretion the right and option to award a Contract(s) for the provision of Transfer Station Development.

1-15. 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 days written notice of cancellation.

1-16. 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.

1-17. PUBLIC ENTITY CRIME: 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 more than 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".

1-18. CODE OF ETHICS: If any Proposer violates or is a party to a violation of the code of ethics of the CITY 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 proposal for work, goods or services for the city.

1-19. PROTESTS: Protests of the plans, specifications, and other requirements of the Request for Qualifications and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-20. Termination for Convenience: A contract may be terminated in whole or in part by the city at any time and for any reason in accordance with this clause whenever the city determines 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.

II. NATURE OF SERVICES REQUIRED

a) Scope of Services

The City of Opa-locka (the “City”) is seeking a consultant who can not only provide the typical qualifications necessary in the development of the CSAP but also can provide pro-activeness, vision, innovation, and collaboration in examining and proposing strategies and recommendations that will ensure a reduction of fatal and serious crashes for all roadway users.

Outlined below is the scope of work that will guide the development of the CSAP. The City has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development.

This outline is not necessarily all-inclusive, and the consultant may include in the proposal any additional performance tasks that will integrate innovative approaches to successfully complete the CSAP. At a minimum, the consultant shall be expected to establish detailed outlines, analyses, assessments, and recommendations for the following tasks:

Task 1: Project Structure and Work Plan. Building on the scope of work presented in their proposal, and incorporating any relevant changes made during contract negotiations, the consultant will prepare a detailed workplan and the achievable timeline for the CSAP anticipated to be completed by September 2024. The work plan will outline the overall approach, as well as specific actions and activities that will occur during the project and how these will result in a successful conclusion to the study.

Task 2: Project Management and Coordination. The consultant shall be required to manage the study and coordination with any sub-consultants, as well as bear responsibility for all documentation and equipment needs. The consultant will identify a project lead from their team to act as the direct point of contact for the City’s project manager.

This task will also include regular progress meetings with the City, the preparation of monthly progress reports, documentation of travel and expense receipts, and the preparation and submission of invoices. When submitting progress reports, the consultant will be required to outline the following:

- Performed work.
- Upcoming tasks or milestones.
- Status of scope and schedule; and
- Any issues to be aware of.

The consultant shall be responsible for the preparation and coordination of all data collection, data analysis, technical memorandum, and draft documents for the City. The City of Opa-locka shall be responsible for coordinating and scheduling meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with the City on the coordination and distribution of materials to the City Council, general public as applicable to consultant work tasks, as well as be responsible for the recording of meeting minutes.

Task 3: Stakeholder and Public Engagement Program. The consultant will develop and implement a detailed stakeholder and public engagement program that seeks to gain authentic and meaningful public input from community members across the City. A strong emphasis shall be placed on equity and outreach to all city residents, businesses, and stakeholders. At a minimum, the stakeholder and public engagement program shall address the following:

- Identification of, and engagement activities for, key communities that may be disproportionately impacted by traffic risks and traditionally underserved by safety efforts.
- Specific activities for reaching identified stakeholder groups and engagement strategies that inform, involve, and empower stakeholders and the public.
- Examination of perceived safety culture and concerns in the City of Opa-locka.
- Timeline for stakeholder and public engagement activities.
- Communication methods for sharing information with residents and community members; and
- Strategy for effective and consistent messaging.

The consultant is encouraged to utilize creative methods, opportunities, and activities when collaborating, engaging, and informing stakeholders and the public, especially for residents disproportionately impacted and traditionally underserved.

Task 4: Data Collection and Review. The consultant will collect and review existing, programs, policies, and activities, and provide a summary of current efforts to address transportation safety in the City of Opa-locka. The consultant shall also review strategies that other cities and counties, are using to address safety, identify programs that have evidence of measurable success, and provide an assessment of the most effective and efficient methods used to achieve outcomes.

As part of this task, the consultant shall at minimum:

- Review existing local, regional, state, and federal plans, studies, and initiatives related to roadway safety improvements to identify opportunities to improve processes for prioritizing transportation safety and collaboration that could lead to improved effectiveness of safety analysis, project development, and implementation for jurisdictions in the Southern Florida Region.
- Conduct a peer review and comparison of the crash analyses of similar-sized cities. This review shall include, but is not limited to, a comparison based on crashes per VMT and crashes per capita, and exposure to risk/crash risk.

- Assess the quality and completeness of existing available data including crash, transportation, land use, and demographic data; and Develop recommendations based on literature, policy, and data review on best analysis strategies and data requirements.

Task 5: Safety Analysis. The consultant will conduct an analysis of existing safety conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across jurisdictions in the City of Opa-locka area. This safety analysis shall include an examination of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (personal motorists, bicyclists, pedestrians, freight, etc.). An analysis of systemic and specific safety needs shall also be performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis shall include all roadways within the City of Opa-locka and sphere of influence, without regard for ownership.

Task 6: Transportation Equity Review. The consultant will perform a transportation equity review to better understand how current transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented residents in the City of Opa-locka. This shall include an analysis of systems, services, and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented residents/businesses.

As part of this task, the consultant shall develop and assess regional transportation indicators that easily measure transportation barriers in the City and/or potential structural inequalities that different population groups may face. These indicators shall include, at minimum:

- Accessibility.
- Connectivity.
- Effectiveness.
- Environment.
- Health.
- Mobility.
- Safety.
- Level of community engagement; and
- Other equity indicators, as required.

Task 7: Dashboard and Toolkit. The consultant will establish a process and create a publicly accessible tracking mechanism in the form of a dashboard or other appropriate format as a means to monitor safety outcomes and evaluate which safety measures are most effective throughout the City of Opa-locka. The consultant will also develop a safety toolkit with graphic visualizations that illustrate safety countermeasures, context-sensitive design solutions, and user educational components tailored for the region.

Task 8: Implementation Matrix. The consultant will develop an implementation matrix that identifies potential projects, strategies, and recommendations for future grant opportunities, measures that can be included in regular maintenance cycles, and potential updates to the City of Opa-locka area jurisdictions to better align with safety best practices. The implementation matrix will recognize the needs of all users of the local transportation system, potential projects that are feasible and applicable for grant funding, conceptual infrastructure improvements with estimated costs, and schedule for implementation.

Strategies and recommendations shall consider and outline fiscal and staff time resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals and meet SS4A objectives after plan adoption. A project readiness timeline for each strategy and project shall be included for short-term (0-5 years), mid-term (5-10 years), and long-term (10+ years).

Task 9: Administrative Draft and Final Plan. The consultant will prepare an administrative draft of the CSAP for review and comment by the City Staff and City Council. This draft is to be provided as an electronic PDF to City Staff and Council members. Comments received from the Staff and Council will be incorporated into the final plan.

Upon final review and consent by all parties, the consultant will develop a final report that is visually appealing, easy for policymakers and stakeholders to understand, and communicate action plan strategies and recommendations. The report shall be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats.

Specifically, the consultant shall develop a final report that:

- Is organized and communicates a clear message both graphically and with accompanying text.
- Is easy to read and understand; and
- Explains key implications as they relate to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations.

The consultant shall provide the City with appropriate presentation materials for final review and approval of the CSAP by the City Council and other jurisdictions as appropriate. The City of Opa-locka shall be responsible for presenting and achieving final recommendations and approval of the study. If the consultant wishes to include assistance with the final approval process in their scope of work, this shall be accounted for in the proposal.

Task 10: Executive Summary/Fact Sheet. Upon completion of the CSAP, the consultant shall develop a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format.

The summary shall be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.

Task 11: Deliverables. Upon final project completion, the consultant will be responsible for providing a high-resolution document in PDF format. The consultant is also expected to provide the City with all data and study products. All meeting summaries and technical analyses shall be included as an appendix of the study.

NOTE: If the consultant wishes to modify or include additional tasks deemed necessary to complete the study, this must be agreed to by the City before issuing the notice to proceed.

b) General RFP Requirements

Sealed Cost Proposal. All proposals must be clearly identified and marked with the appropriate project name, inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A of this RFP. The City of Opa-locka may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per the requirements of this RFP, as determined in the evaluation/selection process. If the City is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.

Consultant Annual Audit Information for Indirect Cost. Consulting firms proposing to do work for the City of Opa-locka must have a current audit rate no older than fifteen (15) months from the close of the firm's Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for City of Opa-locka projects until the requirement is met. Firms that have submitted all the necessary information to the City and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the due date of proposals. This documentation shall be attached with the sealed cost proposal. The submitted Indirect Rate MUST match the Indirect Rate on all invoicing.

Respondent Qualifications. Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent who is engaged in any work that would impair his or her ability to perform or finance this work.

Disadvantaged Business Enterprise. Pursuant to Department of Transportation policy and 49 CFR Part 23, the City supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project. If the Consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in Florida shall be included within the proposal.

If the Consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents shall

substantiate (within proposal) efforts made to include DBE/MBE businesses.

US DOT Policy Statement on Bicycle and Pedestrian Accommodations. Consultants are advised to review and consider the US DOT Policy Statement on Bicycle and Pedestrian Accommodation issued in March of 2010 when developing written proposals.

c) Contents of Proposal

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the consultant seeking to provide comprehensive services specified herein for the City of Opa-locka, in conformity with the requirements of the RFP.

The proposal shall demonstrate the qualifications of the firm and its staff to undertake this project. It shall also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

At a minimum, proposals shall include the following information:

- 1) **Contact Information.** Name, telephone number, email address, mailing address, and other contact information for the consultant's project manager.
- 2) **Introduction and Executive Summary.** This section shall document the firm name, business address (including telephone, email address(es), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major features that may differentiate this proposal from others, if any.
- 3) **Work Plan and Project Approach Methodology.** Proposals shall include the following, at minimum:
 - a) Detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP.
 - b) Timeline for completion of the requested services, including all public outreach and stakeholder meetings, identifying milestones for the development of the project, and completion of individual tasks.
 - c) List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
 - d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager, and project team members (with resumes).
 - e) Breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described in General RFP Requirements.

f) List of any subcontracted agencies, the tasks they will be assigned, the percentage of work to be performed, and the staff that will be assigned.

g) List of client references for similar projects described within the RFP.

h) Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms' participation documentation, if applicable; and

i) Ability of the firm to meet required time schedules based on current and known future workload of the staff assigned to the project.

4) **Signature.** Proposals shall be signed electronically by an authorized member of the firm/project team.

5) **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A – Additional Resources (review only)

Exhibit B – Title VI Assurances – Federal Clauses (review only)

Exhibit C – Cost Proposal Form (complete and submit

III. PROJECT SCHEDULE/CALENDAR EVENTS

EVENT	DATE/LOCATION
Release Date	11/05/23
Pre-Bid Meeting	TBA
Written Questions Due	11/20/23 @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFQ No: Bid Questions"
Response to Questions	11/27/23 @ 5:00pm
Due Date/Bid Opening	12/04/23 @ 2:00 pm at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
EVALUATION: Evaluation Committee Meeting (Open to the Public).	TBA
Award Letter Recommendation	TBA
Post Award	TBA

a) Project Development (Major Milestones)

- Project Start-Up/Mobilization: Week of **TBD**
- Planned Draft Action Plan Completion: **TBD**
- Final Action Plan Completion: September 2024
- Planned Action Plan Adoption: October 2024
- Final Invoices Received: December 2024

IV. SUBMITTIAL INFORMATION

DELIVERY OF PROPOSALS

Proposals must be submitted in a sealed envelope plainly marked on its outside with "SS4A Comprehensive Safety Action Plan" and/or Online through Demand Star. Proposals shall be received until **(12/04/2023)** local time on **2:00 pm** at the City of Opa-locka Office, 780 Fisherman Street 4th floor Opa-locka FL 33054.

A PDF of the proposal may be mailed or delivered by USB. Sealed cost proposals shall be submitted as hard copies. Hard copies of the sealed cost proposals may either be hand delivered or shipped to ensure timely delivery to the project manager as defined below:

All proposals received by **2:00 pm on Monday, Dec. 04, 2023**, will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to apply. Respondents must submit one PDF copy of the proposal. The full length of each proposal should not exceed 45 pages; including any supporting material, charts, or tables. Facsimiles will not be accepted. Proposals received after the stated date and time, or at a different location, will not be accepted for consideration.

V. EVALUATION AND SELECTION PROCESS

a) Review of Proposals

Proposals will be reviewed and evaluated by a committee of City Staff. The top firms may be invited to present their proposals to the evaluation committee in the City of Opa-locka, Miami Dade County. Based upon the proposals submitted and the firm presentations, the committee will select the proposal which best meets the City's requirements.

Proposals must be submitted in a sealed envelope plainly marked on its outside with "SS4A Comprehensive Safety Action Plan". Proposals shall be received until **TBD** pm local time on **TBD** at the City of Opa-locka Office, or through Demand Star.

b) Evaluation Criteria

Evaluation considerations will include the following:

- 1) Responsiveness of the proposal in clearly stating the understanding of the work to be performed in demonstrating the intention and ability to perform the work.
- 2) Cost. Although a significant factor, cost will not be the primary factor in the selection of a consulting firm.
- 3) The consultant's related experience with similar projects, including the consultant's ability, familiarity, and involvement in handling similar types of activities.
- 4) Specific qualifications of the consultant's project manager and key staff's experience related to the development of similar studies. The consultant's understanding of the project scope and knowledge of local/regional issues related to the study.
- 5) The consultant's project understanding, proposed project approach and methodology, project work plan, and project management techniques. The consultant's current workload, availability of key personnel, and record of past performance.
- 6) The consultant or subconsultant is documented as a Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE).

The City reserves the right to utilize the additional services of the selected consultant in specialized areas as appropriate. Notification of acceptance or rejection by the City will be made to all firms.

The city of Opa-locka reserves the right to waive informalities and to reject any and all proposals. This RFP does not commit the city to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services. The city also reserves the right to waive minor irregularities in any proposal.

The City of Opa-locka reserves the right to negotiate with any qualified source or to cancel in part or in its entirety this RFP if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such costs, technical or other information that may result from these negotiations.

As appropriate, indemnification provisions will be incorporated in the agreement that will be executed between the provider selected and the city.

Categories	Points
Category 1. Experience: Experience working with public and private sector (minimum of 5 years of experience).	40
Category 2. SOW: The ability to meet the defined scope of work, plan, project approach, and methodology. References: three (3) required.	30
Category 3. Key Staff: Qualifications of the Project Team.	10
Category 4. The consultant or subconsultant is documented as a Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE).	10
Category 5. Fee schedule: Cost of proposal	10
TOTAL	100

VI. CONTRACT

a) Agreement for Services

The successful offer shall be required to enter into an Agreement of Services with the city of Opa-locka. The scope of work, terms and conditions, and other express requirements set forth in this RFP shall be incorporated by reference into the actual executed Agreement for Service upon award. Where there is a conflict between the terms of the Agreement and the express, stringent, or particular terms set forth in the RFP, the provision or requirement set forth in the RFP shall control.

b) Insurance Requirements

The selected firm must provide a certificate of endorsement naming the City of Opa-locka as additional insured complying with insurance requirements listed in the attached Sample Agreement.

ATTACHMENT A

Additional Resources

Respondents are encouraged to review project planning resources on the SS4A website at <https://www.transportation.gov/grants/SS4A/resources>.

ATTACHMENT B
Title VI Assurances

Prospective consultants shall be aware of the following contractual requirements regarding compliance with Title VI shall they be selected pursuant to this RFP:

1) **Compliance with Regulations.** The consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).

2) **Nondiscrimination.** The consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the contractor's obligations to the City and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.

4) **Information and Reports.** The consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Opa-locka or Miami-Dade to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the City of Opa-locka, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance.** In the event of the consultant's noncompliance with the nondiscrimination provisions as outlined herein, City of Opa-locka shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:

- a) Withholding of payments to the consultant under the contract until the consultant complies; and/or

b) Cancellation, termination, or suspension of the contract, in part or in whole.

6) Incorporation of Title VI Provisions. The consultant shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The consultant shall take such action with respect to any subcontract or procurement as the U.S. Department of Transportation, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the consultant may request the City of Opa-locka enter into such litigation to protect the interests of the City and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 USC 324; age, 42 USC 6101; disability/handicap, 29 USC 790; and low income, EO 12898.

ATTACHMENT C
COST PROPOSAL FORM

1	Direct Labor	Hours		Rate		Project Cost	Total
	<i>Name, Title, Function</i>	0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
		0.00	X	\$ -	=	\$ -	\$ -
SUBTOTAL						\$ -	\$ -
2	Overhead/Indirect (expressed as indirect rate x direct labor)					\$ -	\$ -
3	Subcontractor Cost					\$ -	\$ -
4	Materials and Supplies Cost					\$ -	\$ -
5	Travel Cost					\$ -	\$ -
6	Fixed Fee					\$ -	\$ -
7	Miscellaneous Costs					\$ -	\$ -
TOTAL COST (not to exceed \$200,000.00)						\$ -	\$ -

ATTACHMENT D

USDOT SS4A PLAN DEVELOPMENT - ELEMENTS FOR A SS4A ACTION PLAN

A complete Action Plan will include the following tasks:

A successful CSAP will demonstrate engagement with a variety of public and private stakeholders and seek to adopt innovative technologies and strategies to:

- Promote safety to prevent death and serious injuries on public roadways for all road users;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies;
- Demonstrate engagement with a variety of public and private stakeholders; and
- Align with the USDOT's mission and with priorities such as safety, equity, and Justice 40, climate change and sustainability, quality job creation, and economic strength and global competitiveness.

A completed CSAP will allow the City and member entities to seek implementation grant awards for projects and strategies that save lives and reduce roadway fatalities and serious injuries; incorporate equity, engagement, and collaboration into how projects and strategies are executed; use effective practices and strategies; and consider climate change, sustainability, and economic competitiveness in project and strategy implementation.

Leadership Commitment and Goal Setting

An official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, City Staff, Residents, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for

achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.

- Are both of the following true:
 - a. Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries?
 - b. Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date?

Planning Structure

A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.

- In development of the CSAP, a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring.

Safety Analysis

Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across the City of Opa-locka. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a high-injury network or equivalent).

- Does the Action Plan include all of the following?
 1. Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across the City.
 2. Analysis of the location(s) where there are crashes, the severity, as well as contributing factors and crash types;

3. Analysis of systemic and specific safety needs is also performed, as needed
(e.g., high risk road features, specific safety needs of relevant road users; and
4. A geospatial identification (geographic or locational data using maps) of higher risk locations.

Engagement and Collaboration

Robust engagement with the public and relevant stakeholders, including the private sector and community groups, allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.

- Did the Action Plan development include all of the following activities?
 1. Engagement with the public and relevant stakeholders, including the private sector and community groups;
 2. Incorporation of information received from the engagement and collaboration into the plan; and
 3. Coordination that included inter- and intragovernmental cooperation and collaboration, as appropriate.

Equity Considerations

Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. The analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.

- Did the Action Plan development include all of the following?
 1. Considerations of equity using inclusive and representative processes;
 2. The identification of underserved communities through data; and
 3. Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics

Policy and Process Changes

Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

- Are both of the following true?
 1. The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and
 2. The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.

Strategy and Project Selections

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, and effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated. Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain the prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

- Does the plan identify a comprehensive set of projects and strategies to address the safety problems identified in the Action Plan, time ranges when the strategies and projects will be deployed, and explain project prioritization criteria?

Progress and Transparency

Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

- Does the plan include all of the following?
 1. A description of how progress will be measured over time that includes, at a minimum, outcome data.
 2. The plan is posted publicly online.



ATTACHMENT E

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

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

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

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

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

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

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

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to 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.



ATTACHMENT F

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 _____



ATTACHMENT G
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



**ATTACHMENT H
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



ATTACHMENT I

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.

ATTACHMENT J

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: _____

RPF NO. 23-1204200
PRICE PROPOSAL FORM

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

The proposing firm must completely fill out each row below. The firm must provide a detailed fee schedule that explains the cost and services. The City prefers a lump sum cost for services; please provide a projected fixed cost for the services.

TOTAL COST (not to exceed \$200,000.00)

LUMP SUM PRICE: \$ _____

SUBMITTED THIS DAY OF 2023.

BID SUBMITTED BY: _____

Company

Telephone Number

Name of Person Authorized to Submit Bid

Title

Signature



CITY OF OPA-LOCKA FLORIDA

RFP NO: 23-1204200 **SAFE STREETS AND ROADS FOR ALL (SS4A)** **COMPREHENSIVE SAFETY ACTION PLAN**

City of Opa-locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054
Attn: Joanna Flores, CMC

Return Address
EXP U.S. Services
201 Alhambra Cir., Suite 800
Coral Gables, FL 33134

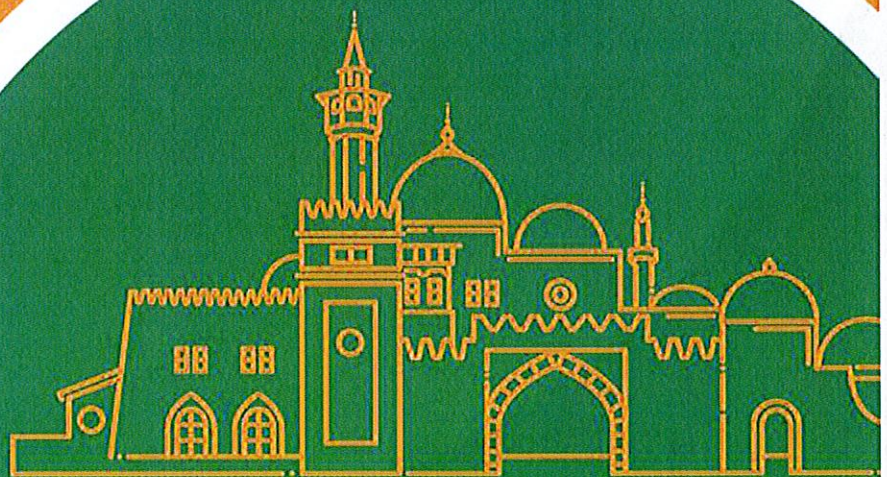


Table of Contents:

Letter of Transmittal	i
Introduction and Executive Summary	ii
Project Approach	01
Experience and Qualifications	22

Appendices:

Appendix A: Organizational Chart, Resumes,
and Certifications

Appendix B: Relevant Projects

LETTER OF TRANSMITTAL

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

Subject: REQUEST FOR PROPOSALS (RFP) COMPREHENSIVE SAFETY ACTION PLAN

EXP U.S. Transportation Services, Inc. (EXP) is pleased to submit this response to RFQ# 23-1204200 for the City of Opa-locka's Comprehensive Safety Action Plan project. Our team understands that it is essential to adequately plan for safety of all road users in Opa-locka, both now and in the future. We are ready to serve the City by providing data-driven, methodical, equitable, and innovative transportation planning, community engagement, and engineering solutions that build trust through quality in our work-products and services. Our team is committed to collaborate with City staff, stakeholders, and elected officials to deliver a Comprehensive Safety Action Plan that reduces or eliminates fatal and serious injury crashes on all roadways within the City, regardless of jurisdiction.

Our team understands the processes the City of Opa-locka has to follow to program, fund, and deliver the roadway safety projects. Many of our staff previously served in city and county public works and engineering departments, local and regional transportation planning agencies, and various Florida Department of Transportation districts throughout Florida. We are confident in our ability to provide the expertise and services required to support the City of Opa-locka in developing, establishing, and managing a Vision Zero program through the development of a Comprehensive safety Action Plan that meets all requirements of the Fiscal Year 2022 USDOT Safe Streets and Roads for All (SS4A) grant.

EXP and its partners - **DDEC LLC, Cityfi, Urbē Studio, and Consor Engineering** - have a proven track record of conducting safety and traffic analyses and developing concrete and effective transportation solutions and policies that promote safe, sustainable, and resilient transportation for all. EXP is a full-service planning, engineering, and public engagement firm with over 4,200 professionals across North America, including over 350+ professionals across 12 offices in Florida. Our heritage dates to 1906, over one hundred and seventeen years ago, and today we are proud to ranked #19 on ENR's Top 500 Design Firms.

With almost 19 years of experience in both transportation planning and implementation, Project Manager **Jesús Fuentes, PE** will ensure the timely performance and quality of staff and partner work-products and services. Jesús is a passionate leader and advocate for multimodal safety.

By combining the strengths of EXP, DDEC, Cityfi, Urbē Studio, and Consor Engineering, our team offers a comprehensive and multidisciplinary approach to the project. Our team is committed to delivering actionable results by leveraging our collective experiences and applying innovative strategies to engage stakeholders and elevate community voices. Enclosed with this letter are the requested proposal narrative, resumes, forms, and certificates for our key personnel highlighting their qualifications, experience, and roles in this project. If you require any additional information or have any inquiries, please do not hesitate to contact us via the provided contact details.

Sincerely,



José Clavell, PE
EXP Vice President, Principal



Introduction and Executive Summary

EXP U.S. Services Inc. (EXP) is pleased to strengthen our partnership and further demonstrate our commitment to the City of Opa-locka through our experiences in developing Comprehensive Safety Action Plans, Master Plans, and Safety Studies. From pop-up events in the community to walking audits and site visits, to results-driven marketing and engagement campaigns, EXP's values align with the City of Opa-locka, demonstrating a proven record of providing comprehensive safety studies and plans, outreach, education, and awareness that works toward eliminating severe injuries and fatalities across the local transportation network. The EXP team is the local, long-term partner you can count on.

Though we have global reach, our team and families have put down roots in Miami-Dade County and are personally invested in the long-term success and safety of this area.

Through an innovative, strategic, and data-driven approach, as well as "*boots-on-the-ground*" engagement, our team leverages our demonstrated record in interdisciplinary project execution with our extensive local knowledge of Opa-locka and its surrounding area. We are known for developing innovative and inclusive strategies that have a meaningful impact on all residents and stakeholders, leading to a data-driven approach to create behavior change. Our team, led by **Jesús Fuentes, PE** and assisted by **Iván Jiménez, EI, AICP**, thoroughly understands the needs of the City, its challenges, stakeholders, and opportunities, and commits to provide the rapid response times that only a comprehensive team can offer. In addition, we bring you the following specific benefits:

✓ **Trusted Partner:** Our team is comprised of local, qualified, and passionate individuals who are dedicated to being an extension of Opa-locka. EXP currently provides Miami-Dade Transportation Planning Organization (TPO), Department of Transportation and Public Works (DTPW), the City of Hialeah, and the Florida Department of Transportation (FDOT) District 6 with planning, engineering, community outreach and engagement services.

✓ **Fully Committed to Vision Zero:** At EXP, our unwavering dedication to the principles of Vision Zero, combined with our experience in collaborating with multiple entities, makes us well-equipped to develop and deliver effective and impactful safety action plans, educational campaigns, and communication solutions. EXP has the GIS capability to analyze, compare, evaluate data that will have an impact on the existing conditions prior to formulating safety recommendations and the action plan. EXP team is knowledgeable of the current safety trends and our experts will be able to provide efficient solutions and improve safety in Opa-locka.

✓ **Expertise in Inclusive and Innovative Public Engagement:** Our EXP team understands the City's values and vision for safety for all. We have assisted dozens of similar agencies throughout Florida, including FDOT Districts 1, 4, 5, 6, and 7, as well as the Florida's Turnpike, the Florida Department of Health, and the Florida Department of Highway Safety and Motor Vehicles, with inclusive and innovative public engagement and planning strategies that "*meet people where they are*" and build trust with our local communities and neighbors. Through our result-driven digital marketing solutions, our comprehensive engagement strategy consistently reaches millions of people and demonstrates behavior change.

90+

OFFICES GLOBALLY

350+

LOCAL EMPLOYEES

4000+

EMPLOYEES

117

YEARS OF SERVICE

12

OFFICES IN FLORIDA



201 ALHAMBRA
CIRCLE
SUITE 800
CORAL GABLES, FL
33134

✓ **Proven Record of Creating Change:** Our team's proven track record in inclusive planning and engagement begins with a holistic and multi-faceted approach that employs targeted communications specifically tailored for distinct audiences and utilizes data analytics to ensure successful return on investment. Our meticulously crafted and strategically executed communications will foster an environment where individuals feel empowered to make safer choices on the roads, ultimately leading to a significant reduction in traffic fatalities and serious injuries.

We are committed with no learning curve, available 24/7, and immediately ready to serve the City of Opa-locka.

Our EXP team is proud to have members with wide experience leading, engaging, and coordinating efforts related to Vision Zero. Prior to joining EXP, **Iván Jiménez, EI, AICP**, our proposed Deputy Project Manager, was the Complete Streets and Vision Zero Coordinator for Miami-Dade County's Department of Transportation and Public Works (DTPW), where he maintained excellent working relationships and continuous communication with a diverse range of neighborhood/civic associations, leadership groups, and municipalities that were involved or advocating safety projects in Miami-Dade County.

In addition, for the Miami-Dade County Transportation Planning Organization (TPO) Strategic Miami Area Rapid Transit (SMART) Street Transportation Enhancements Program (STEP) Pedestrian and Bicycle Needs Study led by **Jesús Fuentes, PE**, our proposed Project Manager, EXP collected and analyzed comprehensive crash data to identify trends, high-risk areas, and contributing factors to crashes surrounding the Opa-locka Tri-Rail Station. A commuter station-specific High Injury Network (HIN) was developed to allocate resources for road safety initiatives, infrastructure improvements, and educational campaigns, using data to inform decision-making and prioritize interventions as part of the SMART STEP from the Miami-Dade TPO Urban Mobility and Non-Urban Core Task Forces.

Our team is thrilled for the opportunity to work with the City of Opa-locka to provide a framework of innovative strategies and implementation actions intended to reduce transportation-related fatalities and serious injuries in the City while also supporting federal safety initiatives. Through expanded collaboration with stakeholders and community members, as well as with the guidance from FHWA's Safe System approach and the SS4A's Action Plan Components, EXP will develop a comprehensive safety action plan that includes policies, programs, innovative practices, and low-cost/high-impact strategies, as well as specific construction projects with scopes, budgets, and timeframes to achieve safer streets for all.

#19

TRANSPORTATION
TOP DESIGN FIRMS
ENR 2023

2011

YEAR AUTHORIZED
TO TRANSACT
BUSINESS IN
FLORIDA

30%

COMMITTED TO
MINORITY AND
WOMEN OWNED
BUSINESS
ENTERPRISE (M/WBE)
PARTICIPATION

PROJECT MANAGER:

JESÚS FUENTES, PE
JESUS.FUENTES@EXP.COM
(954) 495-6341

DEPUTY PROJECT MANAGER:

IVÁN JIMÉNEZ, EI, AICP
IVAN.JIMENEZURENA@EXP.COM
(786) 973-9546

Project Approach

Our team's unique perspective is that many of our staff previously worked for municipal, county, and state transportation agencies managing, planning, and analyzing roadway safety projects and Vision Zero programs. Our staff understands the various goals the City of Opa-locka staff, elected officials, stakeholder, and residents have in developing a successful Comprehensive Safety Action Plan and initiating a Vision Zero program. To achieve these goals, our team has already developed a detailed project plan and schedule outlining clear goals, project management communication channels and tools, and expectations in accordance with the project scope of services. Our team is fully committed to the success of the City of Opa-locka and to reducing fatal and serious injury crashes within the City's transportation network.

TASK 1 - PROJECT STRUCTURE AND WORK PLAN

EXP understands that the success of this project goes beyond developing and submitting a Comprehensive Safety Action Plan. Through this project, the City of Opa-locka is delivering on its promises and duties to FHWA, its residents, and visitors. Time is of the essence to meet the criteria of the Safe Streets and Roads for All (SS4A) Action Plan Grant agreement between the City and FHWA, and ultimately to implement policies, processes, infrastructure, and strategies that save lives and cultivate a culture of safety. This is why our project manager is already using a project management software to visualize and understand the project schedule, dependencies between task activities, critical path, and assign task leaders and subtask activities.

Table 2 illustrates a draft project schedule summary with important milestones such as the submittal of a Final Comprehensive Safety Action Plan by September 2024, assistance with Final Plan approval through the City Council anticipated to occur on the fourth Wednesday of October 2024, and last invoice by December 2024. Within 14 days of authorization, the project management staff will schedule an Project Kick-off meeting with City staff to review key parameters and requirements of the SS4A Action Plan Grant agreement, draft stakeholder list, draft project schedule, and scope of services. **Table 1** and **Table 3** identify key project stakeholders and organizations that could be invited to participate in a Project Steering Committee (PSC). Our team anticipates conducting nine monthly progress meetings with the City Project Manager, in-person or virtual, as needed based on project milestones and deliverables. Our team will submit monthly invoices to ensuring timely reporting to FHWA. With our help, the City of Opa-locka will maintain a great working relationship with FHWA staff to increase future funding opportunities.

Table 1: List of Preliminary Stakeholders

STAKEHOLDER				
Miami-Dade County Department of Transportation and Public Works (DTPW)	Miami-Dade County Police Department	Miami-Dade Transportation Planning Organization (TPO)	City of Opa-locka Community Redevelopment Agency (CRA)	Florida Department of Transportation (FDOT) District 6
South Florida Regional Transportation Authority (SFRTA)	Miami-Dade County Parks and Recreation Department (PROS)	UM BikeSafe / WalkSafe	Miami-Dade Fire and Rescue Department	Miami - Opa-Locka Executive Airport (OPF)

Table 2: Draft Project Schedule

Task	Dates	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Procurement	12/19/23 03/13/24		★ 01/24/24 City Commission Regular Meeting - Consultant Selection		★ 03/13/24 City Commission Regular Meeting - Contract Authorization									
Task 1: Project Structure and Work Plan	03/14/24 04/05/24					★ 04/05/24 Deliverable: FINAL Work Plan								
Task 2: Project Management and Coordination	03/14/24 12/20/24													
Task 3: Stakeholder and Public Engagement Program	04/08/24 09/11/24													
Task 4: Data Collection and Review	04/08/24 05/10/24													
Task 5: Safety Analysis	05/13/24 07/19/24													
Task 6: Transportation Equity Review	05/13/24 07/19/24													
Task 7: Dashboard and Toolkit	07/22/24 08/16/24													
Task 8: Implementation Matrix	07/22/24 08/16/24													
Task 9: Administrative Draft and Final Plan	08/05/24 09/30/24													
Task 10: Executive Summary/Fact Sheet	08/05/24 09/30/24													
Task 11: Deliverables	08/05/24 09/30/24													
Task 12: City Commission Plan Adoption	10/01/24 10/23/24													
Task 12: Vision Zero Network Communities Application	10/24/24 11/22/24													

★ = Milestone

With the selection of PSC members complete during the Internal Project Kick-off meeting, our team will conduct a Project Start-up Meeting with the PSC to discuss goals and objectives, perceived safety culture and concerns, project schedule, communication methods, draft findings from Task 4 - Data Collection and Review, and project approach. Our team will meet with the PSC two more times, in June to present the draft High Injury Network (HIN) resulting from Tasks 5 and 6, and in August to present the draft Dashboard and Implementation Matrix resulting from Task 7 and 8. Work-products will be revised based on comments from the PSC and a round of community and other stakeholder meetings will follow each PSC meeting. It is critical that the PSC comprises members with different expertise, ideally representing each objective of the Safe System Approach: Safer People, Safer Roads, Safer Vehicles, Safer Speeds, and Post-Crash Care. Collaboration among local traffic planners, engineers, law enforcement authorities, policymakers, and public health professionals within City of Opa-locka can evolve the PSC into a Vision Zero committee or task force that will aid City staff in accomplishing the goals, objectives, and performance measures set forth in this Comprehensive Safety Action Plan.

Table 3: List of Organizations

ORGANIZATION			
Ten North Group	A Better Way Community Development Corporation	The Juanita Mincey Foundation, Inc.	New Baptist Church
A Helping Hand, Inc.	Opa-locka Preservation Association	The Carrie Meek Foundation	Bike305

EXP will aid City staff with briefing and presenting to elected officials the draft and final Comprehensive Safety Action Plan (CSAP) as needed to get the City Council to adopt the plan and pass a Vision Zero ordinance/resolution. After this, our team proposes to continue working with City staff to apply to the Vision Zero Network Communities. More than 45 communities around the U.S. have committed to a goal of eliminating traffic fatalities and serious injuries, and our team will ensure that the City of Opa-locka gets recognized as one of those communities. Through coordination with City staff, elected officials, stakeholders, and citizens, our team will aid in building consensus to determine appropriate goals, objectives, and performance measures. Using these principles, our team will draft an ordinance setting a target date for achieving Vision Zero to be in compliance with FHWA's Action Plan Components.

TASK 2 - PROJECT MANAGEMENT & COORDINATION

Jesús Fuentes, PE (Project Manager) will be the primary point of contact for the City's project manager and Iván Jiménez, AICP, EIT (Deputy Project Manager) will be secondary point of contact. Both Jesús and Iván will ensure the project administration is efficient and on schedule. For each of the anticipated nine monthly progress meetings between March and December 2024, they will prepare progress reports and draft invoices for review by the City's Project Manager. During these meetings, the Work Plan will be reviewed and revised accordingly to ensure the project is on track to meet scheduled milestones. Potential project risks or concerns will also be discussed with the City's Project Manager to obtain approval on corrective actions mitigate or avoid identified risks.

Furthermore, Jesús and Iván will also be available to aid the City's project manager with strategizing, understanding, and complying with the parameters and requirements of the Safe Streets and Roads for All (SS4A) Action Plan Grant, Notice of Funding Opportunity (NOFO) Assistance Listing #20.939. Both Jesús and Iván have a deep understanding of United States Department of Transportation (USDOT) guidance on developing CSAPs, including the National Roadway Safety Strategy (NRSS), the Safe System Approach, Executive Order 14008 – *"Tackling the Climate Crisis at Home and Abroad (86 FR 7619)"*, and Executive Order 13985 – *"Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009)"* and other key topics such as the President's Greenhouse Gas Reduction, Climate Resilience, and the Federal Workforce Investment Program.

During the Project Kick-off meeting with City staff, the project scope, Work Plan, and Stakeholder and Public Engagement Program will be discussed in detail. Monthly progress meetings will be coordinated so that the project management team meets with the City project manager prior to any meetings with the proposed PSC and with the community or other stakeholders. This will ensure the City Project Manager and staff are comfortable and knowledgeable of project data, analysis, findings, and work-products before they are presented to stakeholders or the public.

TASK 3 - STAKEHOLDER AND PUBLIC ENGAGEMENT PROGRAM

EXP has full-time community outreach staff that will ensure our teams engagement and collaboration efforts are extensive, authentic, and empowering. Our Stakeholder and Community Engagement Plan will take into account [USDOT's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making](#) and will be a living document throughout the duration of this project. Our program will identify potential partners and key community groups/members, describe group/individual interests, needs, and concerns, create a database of contacts and resources, identify communication channels and tools, develop a messaging and outreach schedule, define key messages and talking points, establish engagement and collaboration success metrics, as well as identify strategies for sustainable long-term engagement.

The cornerstone of the Stakeholder and Public Engagement Program will be the PSC. This interdisciplinary committee is pivotal to the development of a successful CSAP. While the size of the PSC can be flexible, representation from each [Safe System Approach](#) objective is paramount. After the PSC is formed, EXP will prepare to conduct committee meetings in the preferred format (i.e., virtual, in-person, or hybrid) to enable collaboration and discussion among the committee members. To ensure the seamless execution of this effort, we are committed to establishing clearly defined roles and responsibilities across our team to foster a robust collaboration among committee members throughout the duration of the project. Additionally, preceding these critical meeting sessions, presentation materials, surveys, and handouts will be delivered to ensure meetings are concise and effective. During the convened meeting sessions, the discussion will focus on a particular phase of the CSAP scope to keep the discussion centered on receiving actionable feedback. Outcomes, decisions, and actions resulting from the PSC meetings will be documented to underscore the commitment of PSC members towards a holistic and systematic approach to creating safe roadways for all and striving toward the goal of zero fatalities or serious injuries within the City of Opa-locka.



EQUITABLE ENGAGEMENT

Equitable engagement is fundamental to ensuring all community members have an equal opportunity to participate in decision-making processes that will impact their lives. Equitable engagement emphasizes inclusivity, fairness, and representation, aiming to address historical disparities and empower marginalized voices. EXP recognizes the importance of equitable engagement and has developed a toolkit that facilitates meaningful and impactful community involvement. This toolkit enables the team to go directly into neighborhoods and engage with residents, listening to their concerns, understanding their needs, and collaborating on solutions. The EXP team is multilingual, multicultural, and mindful of accessibility in communications. From regional public workshops to social media, EXP will use the most effective communication method to ensure equitable engagement opportunities for a broad representation of the City of Opa-locka.

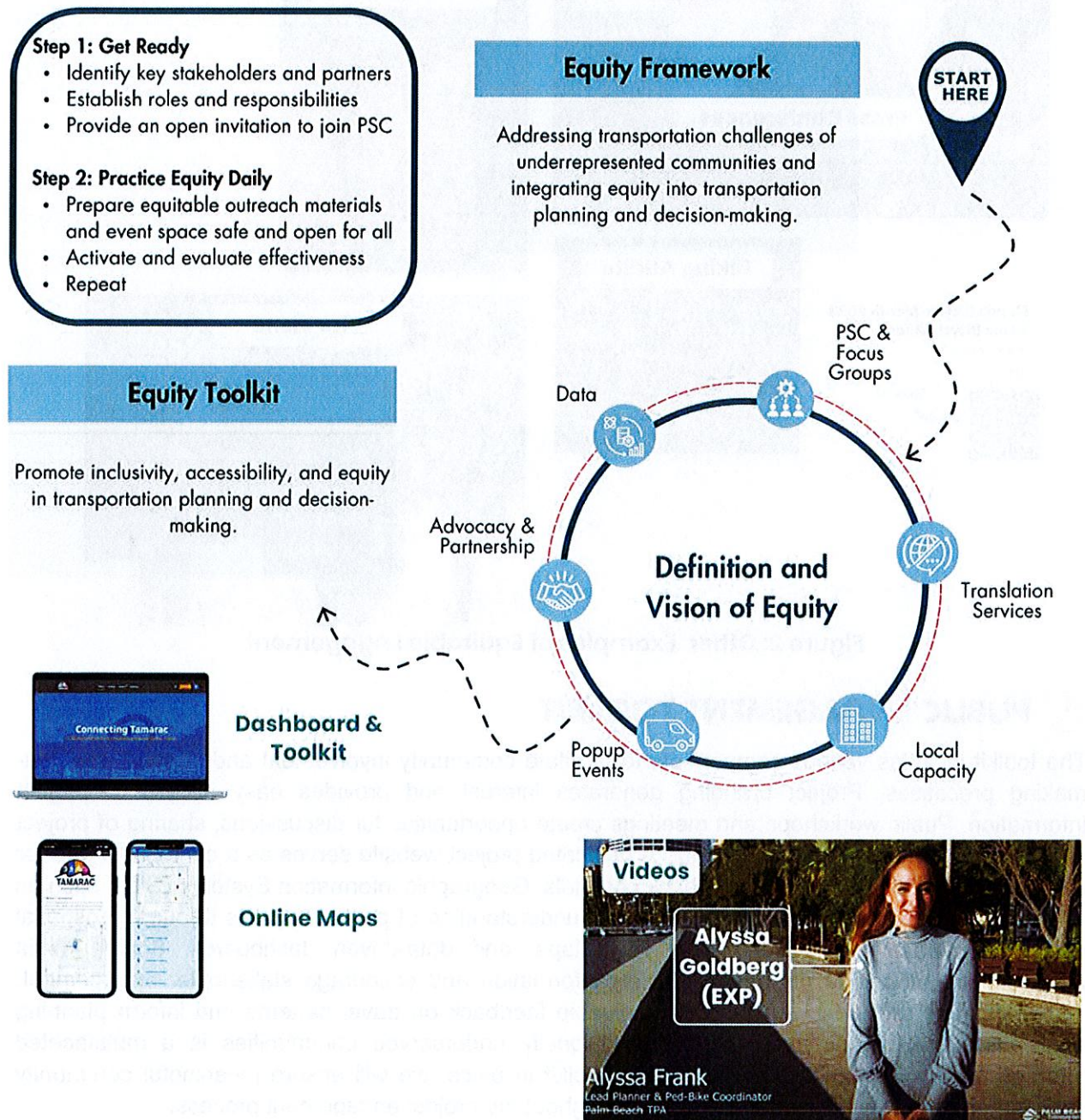


Figure 1: Equity Framework and Examples of Equitable Engagement

Our Engagement Program will focus on:

- Identifying specific activities for reaching identified stakeholder groups. These can be walking or biking audits to encourage neighbors to show the team where issues are more prominent in their communities.
- Examining the perceived safety culture and concerns in the City of Opa-locka, which will help the team guide the safety campaign development process.
- Providing a timeline for stakeholder and public engagement activities to keep communities involved in the process of making neighborhood safer for all road users.
- Identifying communication methods preferred by neighbors and the community members for effective and consistent messaging.

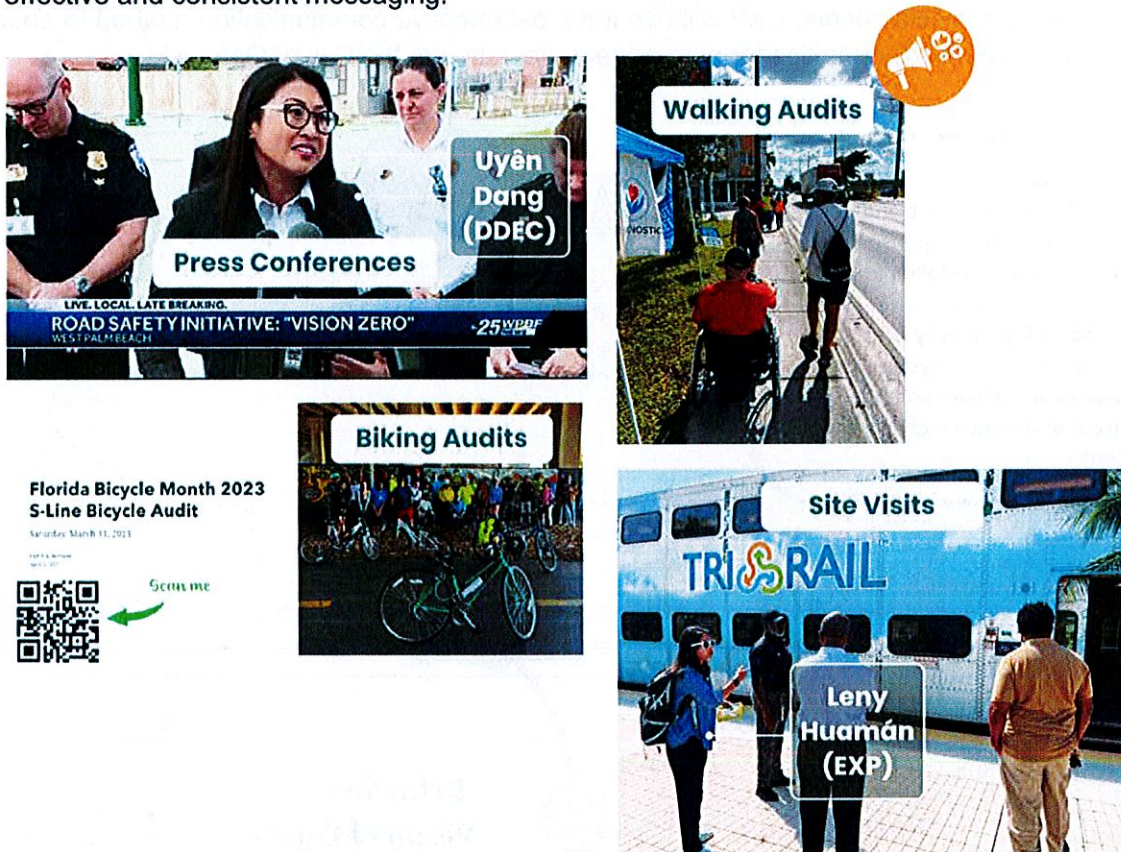


Figure 2: Other Examples of Equitable Engagement

✓ PUBLIC ENGAGEMENT TOOLKIT

The toolkit includes various components to facilitate community involvement and support decision-making processes. Project branding generates interest and provides easy access to project information. Public workshops and meetings create opportunities for discussions, sharing of project details, and gathering community input. A dedicated project website serves as a centralized hub for comprehensive information and feedback channels. Geographic Information Systems (GIS), such as ArcGIS Pro and ArcGIS online tools, enhance understanding of project impacts through geospatial overlays, interactive mapping, visual StoryMaps, and data-driven dashboards. Social media platforms are utilized to disseminate timely information and encourage stakeholder engagement. Online surveys are employed to gather valuable feedback on travel patterns and inform planning decisions. Equitable engagement with traditionally underserved communities is a multifaceted strategy, which is described below. With a toolkit in place, we will ensure meaningful community involvement and effective communication throughout the project engagement process.

Figure 3: Public Engagement Toolkit



Project Branding

Project Branding will involve creating a unique and attention-grabbing name and brand identity for this effort. This helps generate interest and engagement among stakeholders, partners, and the public, while also making it easy to access project information.



Stakeholder Engagement

Ensuring that all interested parties, including partner agencies, are informed and engaged on this effort is key for the success of the program. Partner agencies, and the general public will be engaged throughout this effort, with a commitment that needs are met.



Public Workshops/Meetings

Public Workshops and Meetings are opportunities to facilitate productive interactions, present project information, gather public input, and encourage meaningful community engagement. These meetings will ensure the responsiveness to community needs and concerns.



Pop-up Events

Pop-up Events can showcase captivating mobile displays, effectively provide comprehensive project information, and actively engage the public, significantly enhancing community involvement and enthusiasm.



Web

The project website will be a dedicated online platform to provide detailed information about the project, including updates, news, and progress reports. It will also provide a way for stakeholders to give feedback on project issues and study products.



ArcGIS

ArcGIS seamlessly integrates photos, maps, and text, providing comprehensive project information and crucial geographical context. It will effectively help stakeholders visualize, comprehend, and understand project impacts on their local communities.



Social Media

Social Media platforms like Facebook, X, and Instagram effectively and efficiently disseminate timely project information, increase public involvement, and foster widespread stakeholder awareness and engagement.



Online Survey

Online surveys will effectively solicit valuable feedback from the community. Online surveys enhance understanding of travel patterns and attitudes, while informing crucial planning decisions that will impact the community.

✓ PUBLIC OUTREACH AND EDUCATION

In an effort to ensure extensive community involvement and awareness, part of our role encompasses organizing community engagement workshops, focus groups, and online surveys. These channels will gather insights from residents and stakeholders, establishing a feedback loop that directly informs the plan's recommendations and garners vital public support. Additionally, educational campaigns will be crafted to further promote safe road behavior. Our strategy places great emphasis on early engagement, beginning with internal education and a relatable outreach campaign that resonates with the community. By incorporating this strategy into the initial phases of the Vision Zero Action Plan, the City lays the foundation for widespread acceptance. Our strategy also helps embed Vision Zero principles into the City's operations, to showcase the City's unwavering commitment to safety. As the action plan unfolds, these proactive measures cultivate a culture of safety that surpasses infrastructure interventions and contributes to an overall safety-conscious community. The campaign slogans seen below are ideas we propose to implement, cleverly playing on the City's identity while aligning with a strategy relevant to all.

✓ COMPREHENSIVE EDUCATIONAL STRATEGY

At EXP, we have a team of outreach experts that can develop targeted social media campaigns to disseminate crucial road safety information. Collaborating with the Miami-Dade School Board and UM's BikeSafe/WalkSafe, our team can promote road safety to targeted audiences, like students and parents, and virtual engagement offers an innovative approach to gather data and exploring unique strategies such as mobile workshops coordinated with events like food truck gatherings at high-concentration areas such as Amelia Earhart Park and Ingram Park, where families gather.

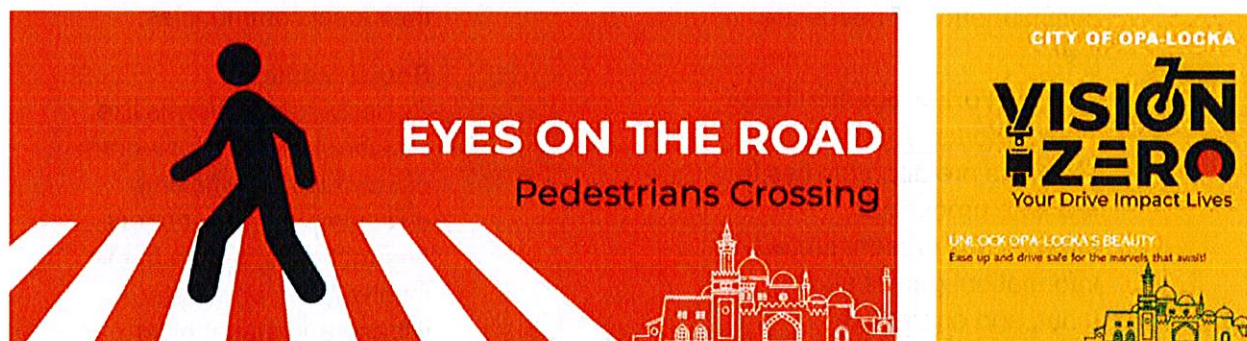


Figure 4: Safety Outreach and Education Campaigns

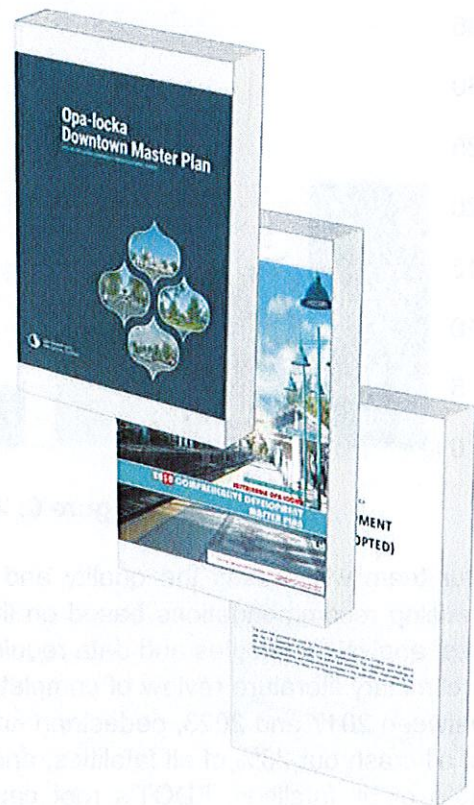
TASK 4 - DATA COLLECTION AND REVIEW

EXP's proficiency in data collection and inventorying is a cornerstone of our comprehensive approach to transportation and mobility planning. We have a seasoned team with extensive experience in a wide array of planning disciplines, including Vision Zero and safety studies, corridor studies, community and neighborhood planning, transportation planning, design and engineering, and growth-management. Our overarching goal is to create vibrant, thriving, connected, safe, equitable, and accessible communities and networks that offer high-quality services while preserving the natural and built environment, and community visions. Our approach is one that is data-driven, and leverages data on existing and proposed infrastructure, field investigation reports, crash and speed data, annual average daily traffic (AADT), turning movement counts (TMC), level of service (LOS), level of traffic stress (LTS), policies, and valuable public input to establish stakeholder consensus. We will compile a list of the desired data sets and propose data collection points and methods that will be a critical part of our systemic safety analysis, including data points like number and width of lanes, measured speeds, posted speeds, context classification and land use. These contextual and roadway factors may help us better understand where and why crashes may be occurring and proactively identify countermeasures to mitigate them.

✓ LITERATURE REVIEW AND PEER CITY COMPARISON

Our data collection effort will begin by performing a literature scan and review of the City's plans, policies, operations, and guidelines. This approach ensures that our recommendations take into consideration the goals, objectives, analyses, and guidelines/recommendations in the City's [Comprehensive Development Master Plan](#), [Five-Year Plan](#), [Capital Improvement Program \(CIP\)](#), [Neighborhood Improvement Program](#), and [Downtown Master Plan](#), among others. This is crucial to the overall CSAP development since it guarantees planning consistency and creates a roadmap for integrating the Safe Systems Approach and Vision Zero principles.

Our team brings an extensive background and wealth of knowledge regarding regional Vision Zero policies and plans and national best practices. Through the literature review process, our team will use our extensive knowledge background to perform a peer city comparison to provide a summary of strategies other similar municipalities are using to address safety, identify programs that have evidence of measurable success, and provide an assessment of the best methods suitable application to the City of Opa-locka.



✓ CRASH AND EQUITY DATA

Our team has begun analyzing the most recent 6-year period (2017 - 2023) crash data available through [Signal 4 Analytics](#). On average, 2.17% (144 crashes) of 6,621 crashes that have occurred within the City of Opa-locka have resulted in a fatality (F) or serious injury (SI). Of these F&SI crashes, a disproportionate number involved pedestrians and bicyclist (18.75%), especially when considering that people walking and bicycling or using taxicabs, motorcycles, motor scooters, public transportation, or other means of transportation only account for 13.9% of commuters ([2022 ACS 1-year Estimate](#)). Furthermore, of the 27 total fatal crashes, approximately 18.51% (5 crashes) involved pedestrians and bicyclists, and 22.92% of the total crashes (33 crashes) were a result of lane departures. **Figures 5 and Figure 6** graph the 2017 - 2023 crashes by severity and mode.

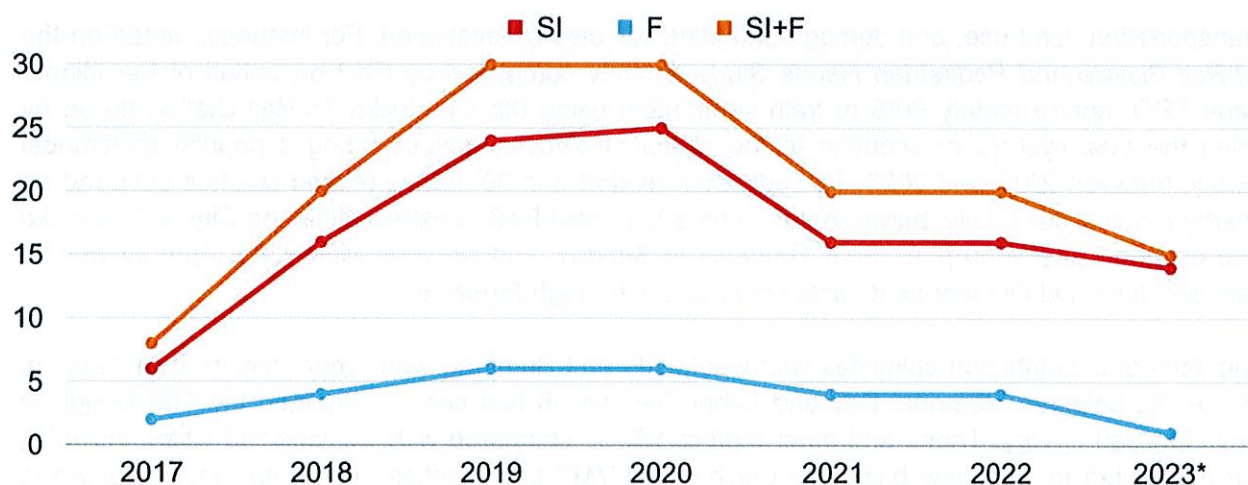


Figure 5: 2017-2023 F&SI Crashes by Severity

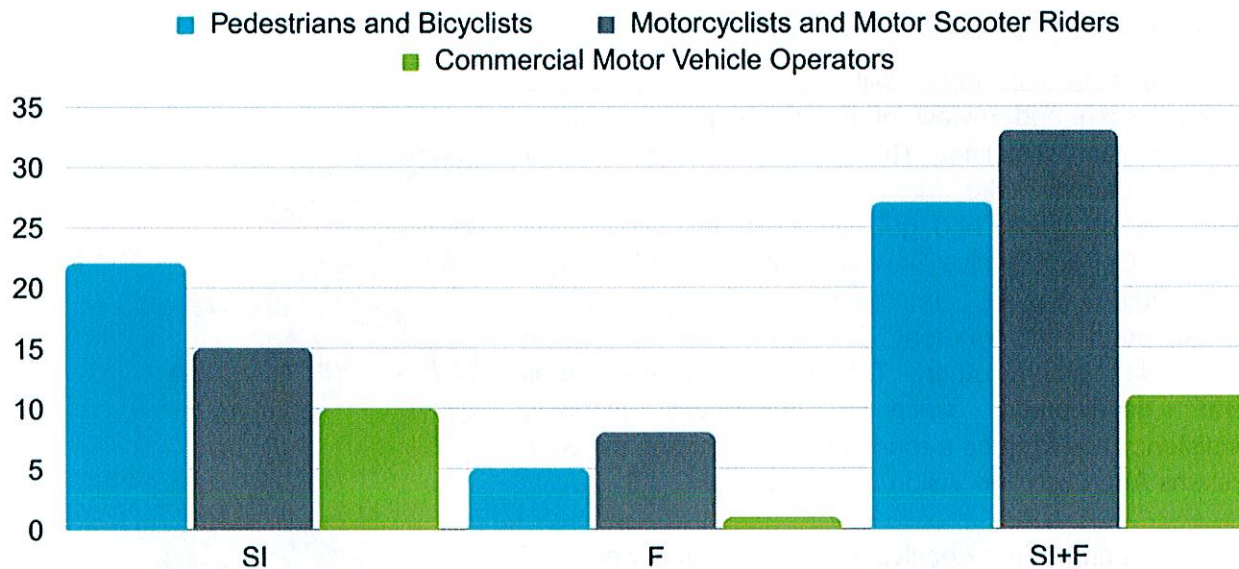


Figure 6: 2017-2023 F&SI Crashes by Mode

Our team will assess the quality and completeness of this data to then develop recommendations based on literature, policy, and data review on best analysis strategies and data requirements. For instance, based on our preliminary literature review of completed studies, we found that in Florida, between 2017 and 2023, pedestrian and bicycle crashes accounted for 4% of all crash but 28% of all fatalities, and that lane departures accounted for 33% of all fatalities. FDOT's root cause analysis of [lane departure](#) and [bicycle and pedestrian crashes](#) determined that these crashes often occur in suburban commercial contexts, on roads with 4 or more lanes and posted speed limits of 45 mph or higher. Such metrics will be used for comparison purposes to evaluate crash trends and behavior patterns.

Almost **67%** of crashes in the City of Opa-locka occur during the afternoons with the majority of them occurring on [Thursdays through Sunday](#).

Additionally, such review of existing programs, policies, and activities will be summarized to provide local, regional, State, and Federal plans, studies, and/or initiatives that may be helpful in identifying opportunities to address transportation safety concerns in the City of Opa-locka. This will include reviewing strategies that other cities and counties are using to address safety, identify programs that have evidence of measurable success, and provide an assessment of the most effective and efficient methods used to achieve outcomes.

Transportation, land use, and demographic data will also be evaluated. For instance, based on the *Tri-Rail Bicycle and Pedestrian Needs Study* recently completed by EXP on behalf of the Miami-Dade TPO, approximately 60% of train commuters using the Opa-locka Tri-Rail Station do so by riding the bus, cycling, or scooting to the station. However, despite being a popular multimodal facility, between 2017 and 2023, 72 pedestrian-related and 39 bicycle-related crashes occurred on nearby roads. Additionally, between 2017 and 2023, most F&SI crashes within the City of Opa-locka also occurred after 4:00 p.m., from Thursday to Sunday, and between March and April as well as between June and October as depicted in **Figure 7** through **Figure 9**.

This temporal distribution coincides with weekends and Summer, when more leisure trips happen, as well as between Memorial Day and Labor Day, which has been designated the [100 Deadliest Days for teen drivers](#). These and other metrics will be compared with similar-sized cities, including but not limited to, a review based on crashes per VMT and crashes per capita, and exposure to risk/crash risk.

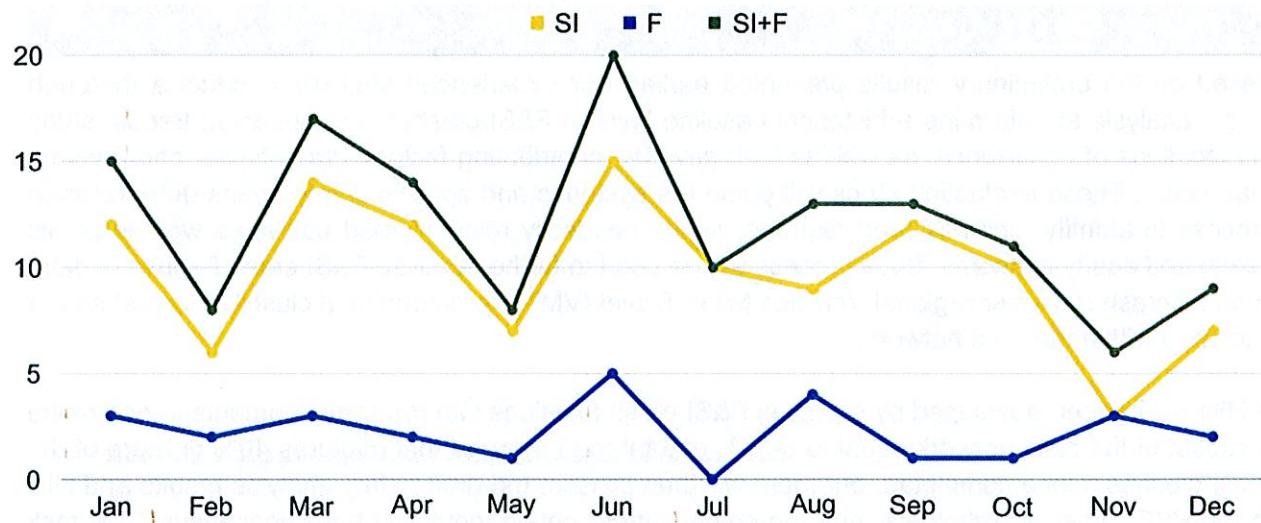


Figure 7: 2017-2023 F&SI Crashes by Month

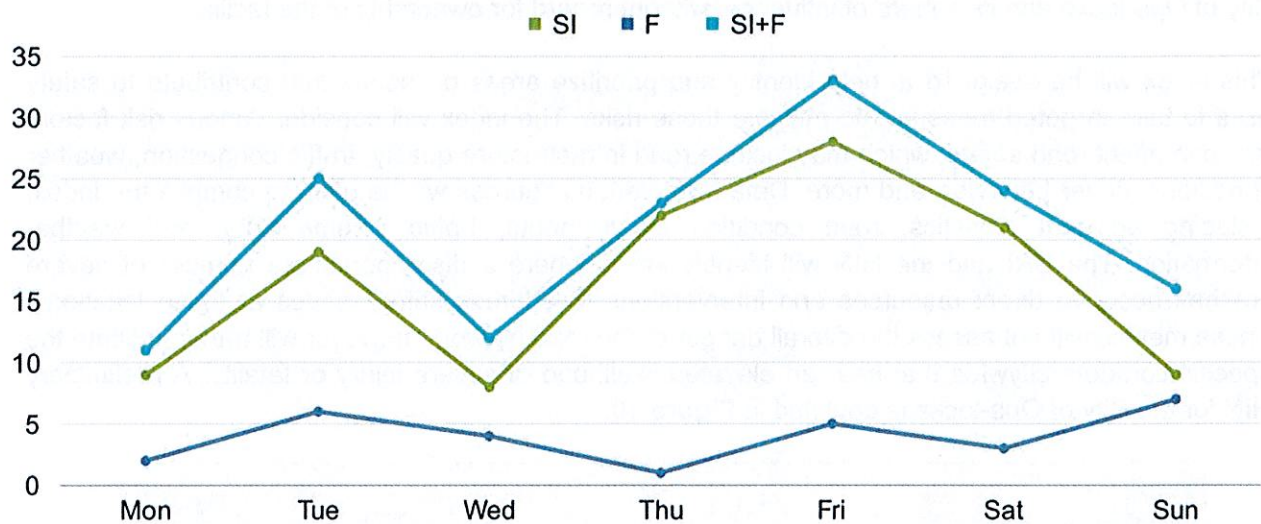


Figure 8: 2017-2023 F&SI Crashes by Day of the Week

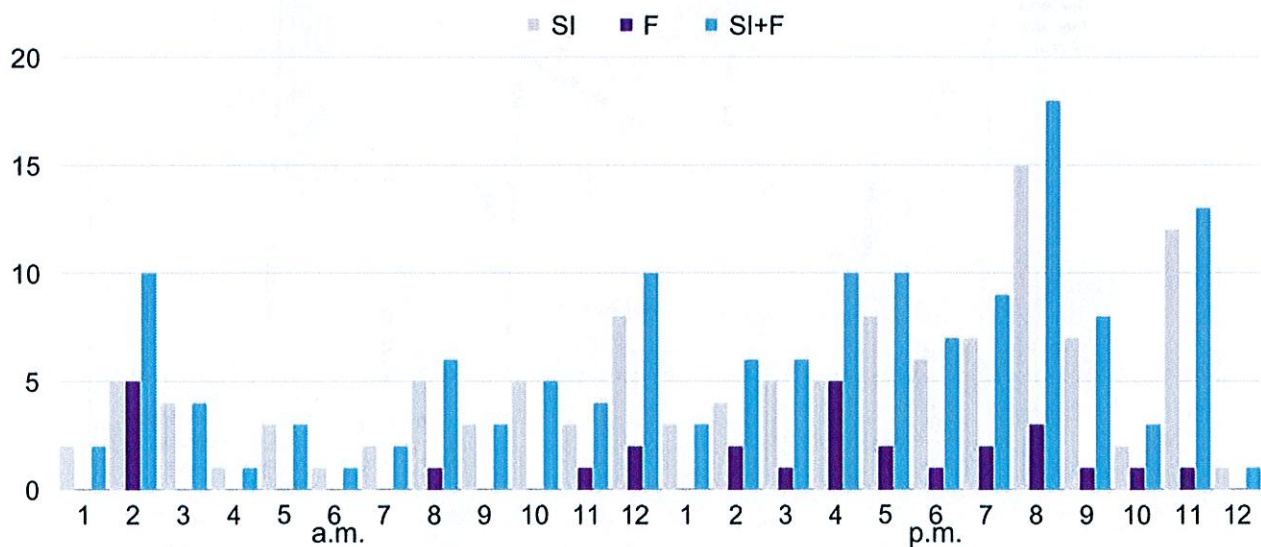


Figure 9: 2017-2023 F&SI Crashes by Time of the Day

TASK 5 - SAFETY ANALYSIS

Based on the preliminary results presented earlier, our experienced staff will conduct a thorough safety analysis to determine a historical baseline level of F&SI crashes and observed trends, study the locations of occurrence, as well as their severity, contributing factors, crash types, and relevant road users. These evaluation steps will guide the systemic and specific safety needs determination process to identify high-risk road features, safety needs by relevant road users, as well as public health and equity concerns. Such process will be used to further analyze F&SI crash frequency data, such as crash rates per regional Vehicles Miles Travel (VMT), to determine if clusters of crashes are occurring within the road network.

A HIN will be then developed by grouping F&SI crash locations into roadway segments to determine a subset of the road network equal to 5-20% of total road mileage that captures 40% or more of the F&SI crashes. Once completed, our team will then present the draft safety analysis results and HIN to the PSC, other stakeholders, and the community to obtain input and build consensus. This task will be complemented by generating a citywide-specific **Safety Risk Index (SRI)** to evaluate and quantify the potential risks associated with pedestrian and bicycle travel on all roadways within the City of Opa-locka and its sphere of influence, without regard for ownership of the facility.

This index will be designed to help identify and prioritize areas or factors that contribute to safety risks to take targeted measures to mitigate those risks. The index will consider various risk factors that can affect road safety, which may include road infrastructure quality, traffic congestion, weather conditions, driver behavior, and more. Data from various sources will be used to compile the index, including accident statistics, road condition assessments, traffic volume data, and weather information. The SRI and the HIN will identify areas where a disproportionate number of severe crashes occur to direct resources and interventions to address safety issues at these locations. These metrics will not assess the overall danger of the road network, however will rather indicate the specific corridors citywide that bear an elevated likelihood of severe injury or fatality. A preliminary HIN for the City of Opa-locka is depicted in **Figure 10**.

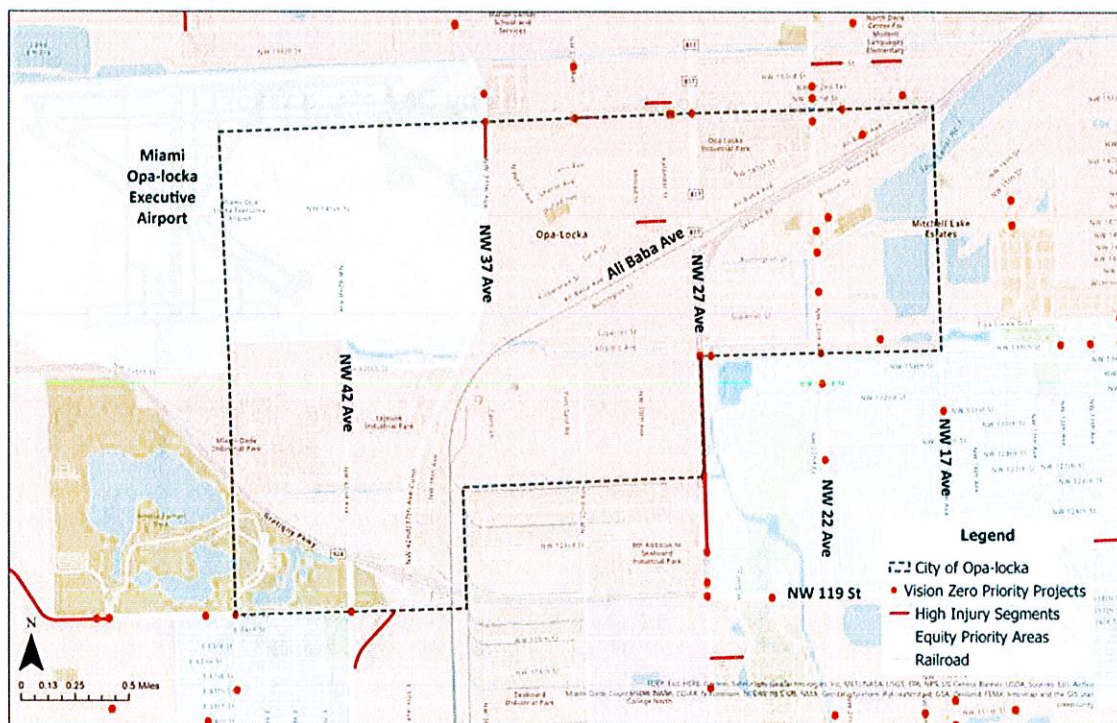


Figure 10: City of Opa-locka Preliminary HIN

Another metric to be developed is the **Stress Level Index (SLI)** for non-motorized users to assess the perceived level of stress or discomfort experienced by pedestrians and cyclists when using the road network in the municipality. This index will be used to evaluate the user-friendliness of roadways for non-motorized modes of transportation, such as walking and biking. The SLI will consider various factors and conditions that can contribute to stress for non-motorized users such as traffic volume, traffic speed, roadway width, and the presence of bicycle lanes or sidewalks, among other criteria. The goal of developing and using an SLI is to encourage the design and modification of roadways to better accommodate non-motorized users, making walking and cycling more attractive and safe modes of transportation.

This index will be paired with a **Multimodal Connectivity Index (MCI)**, needed to assess how well the road network supports multiple modes of transportation, such as walking, cycling, and public transit. It will help gauge the level of accessibility, convenience, and efficiency of transportation options within the City. Evaluation will include assessing how well the non-motorized network is safely connected to public transit stops and stations. This includes the density of transit stops along roadways and their proximity to key destinations. This assessment will also review the presence and quality of bike lanes and bike parking facilities along roadways, considering factors such as bike lane width, separation from vehicular traffic, and connectivity of the bike routes. The presence of sidewalks, crosswalks, pedestrian signals, and pedestrian-friendly infrastructure like benches and shade along roads will also be evaluated, looking at factors that encourage safe and comfortable walking.

All three (3) indices will be later used for the development of a criteria matrix to identify potential locations where projects, strategies, and recommendations are needed to align the safety improvements with future grant opportunities, measures that can be included in regular maintenance cycles, and potential updates to the City of Opa-locka area jurisdictions to better align with safety best practices.

TASK 6 - TRANSPORTATION EQUITY REVIEW

Our team will use available [GIS tools](#), as appropriate, to perform the equity analysis. These tools include the CEQ's Climate and Economic Justice Screening Tool (CEJST); USDOT's Equitable Transportation Community (ETC) Explorer, Screening Tool for Equity Analysis of Projects (STEAP), and Areas of Persistent Poverty and Historically Disadvantaged Communities lists; EPA's Environmental Justice (EJ) Screen; and CDC's PLACES. Underserved communities will be mapped, and an **Equity Priority Index (EPI)** will be developed to prioritize proposed improvements for the most vulnerable road users and underserved communities.

This index will assess and prioritize safety projects or investments based on principles of equity and social justice. The goal of such an index is to ensure that the infrastructure development benefits all members of a community, including those who are traditionally underserved or marginalized. The index will be designed to promote equity in non-motorized transportation by addressing historical disparities, socioeconomic inequalities, and the unique needs of different communities. Equity principles may include a focus on vulnerable populations, such as low-income individuals, people with disabilities, and communities of color. Data related to demographics, income levels, access to transportation, and other relevant factors will be collected and analyzed to assess the existing disparities and needs within a region or community.

Equity assessment is key in the City of Opa-locka, requiring a multi-faceted approach. Identifying historically underserved areas is crucial, followed by overlaying crash data to highlight the need for intervention. This helps map out the High Injury Network (HIN) and determine potential locations for safety improvements. Transportation equity refers to how the impacts, both costs and benefits, are shared among project stakeholders and communities, with a goal of ensuring fairness to all. This review will depict how the current built environment impacts the lives of all users, including underserved and underrepresented residents in the City of Opa-locka. When conducting equity analyses, the EXP team evaluates the various concepts, including:

- The types of transportation equity (e.g. external costs, inclusivity with regard to mobility needs and abilities, affordability, social justice, etc.)
- Impact categories, including public facilities and services, user costs and benefits, service quality, economic impacts, and regulation and enforcement
- Performance metrics, such as mobility versus accessibility-based planning and trips to life-sustaining activities
- Categorization of people based on their needs, abilities, demographics, and geography.

2022 ACS - 5-Year Estimates Opa-locka, FL



16,463

Population



32.7

Median Age



2,050

Population with
Disability



2.67

Avg. Size
Household



\$27,734

Median
Household
Income



\$998

Median Monthly
Housing Cost



1,154

Households
without Vehicle

Figure 11: City of Opa-locka Demographic Overview

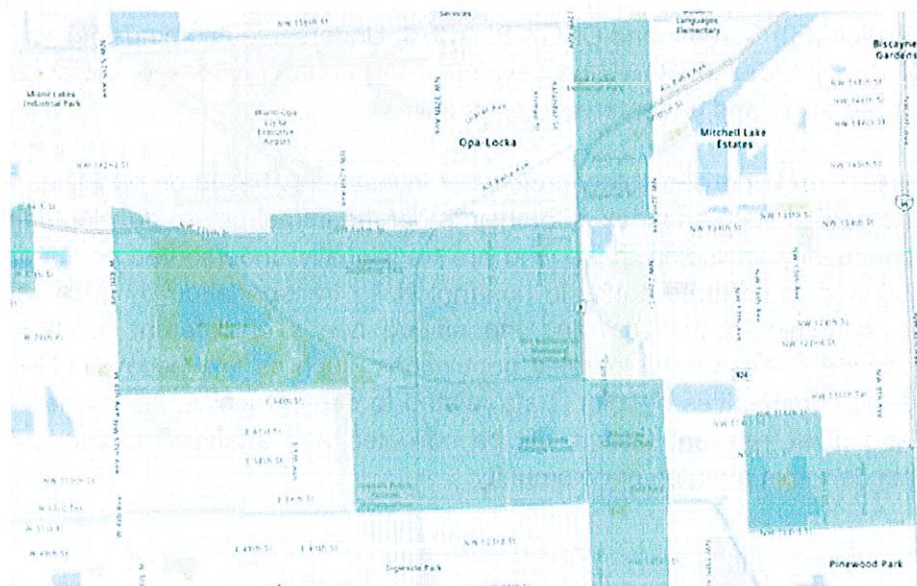


Figure 12: City of Opa-locka Underserved Communities

We also adopt the strategies below when working in equity analyses, which have been identified as international best practices for achieving transportation equity. After applying those strategies during our transportation equity analysis, the EPI will be paired with the SRI, SLI, and MCI to analyze the systems, services, and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented communities. Transportation barriers indicators such as accessibility, connectivity, mobility, safety, and the level of community engagement, among others, will be used to guide the development of the EPI. This index will also be used for the development of a criteria matrix to identify potential locations where projects, strategies, and recommendations are needed.

Data to be used for the analysis include low-income households, zero-vehicle households, population under 15-years old and over 65-years old, population density, as well as distribution of population based on race and ethnicity, among others.



ONLINE DATABASE AND TOOLS

The Inflation Reduction Act of 2022 will make a historic down payment on deficit reduction to fight inflation, invest in domestic energy production and manufacturing, as well as will reduce carbon emissions by roughly 40% by 2030. Over \$1.8B is being administered to the Federal Highway Administration (FHWA) to issue grants for the improvement of walkability, safety, accessibility, and externality remediation as they relate to transportation, especially in disadvantaged communities. Funding can be applied for through the use of The U.S. DOT Equitable Transportation Community (ETC) Explorer. The ETC Explorer is an interactive web application that uses 2020 Census Tracts and data to explore the cumulative burden communities experience as a result of underinvestment in transportation in the following five components: Transportation Insecurity, Climate and Disaster Risk Burden,

Planning Reforms: these policy changes create more affordable and efficient transportation systems through developing, or redeveloping, more compact and multimodal communities.

Fair Share: this policy enables multimodal infrastructure and services to receive more public resources, as traditionally most funding is fed to roadway capacity projects.

External Costs: the adoption of certain policies, such as complete streets and incentive programs may decrease the utilization of automobiles, which will in turn decrease external costs. Automobile utilization has the highest external costs of all modes, after wear and tear of the infrastructure and the cost of crashes.

Inclusivity: ensuring everyone has access to life sustaining activities, including employment, healthcare, basic shopping, recreation, and civic activities, is imperative, especially when planning for transportation systems near environmental justice communities.

Affordability: a connected, efficient, reliable, and safe transportation network mitigates barriers for community members who are unable to rely on personal automobiles for transport.

Social Justice: correct historical and structural injustices in transportation planning.

Environmental Burden, Health Vulnerability, and Social Vulnerability. By utilizing the ETC Explorer and other relevant online tools, the team will be able to analyze data, identify areas of need, and justify grant applications that address walkability, safety, accessibility, and externality remediation in transportation, particularly in disadvantaged communities. This strategic approach will help maximize the chances of securing funding under the Inflation Reduction Act, and will contribute to the broader goals of deficit reduction, energy production, manufacturing, and carbon emissions reduction.

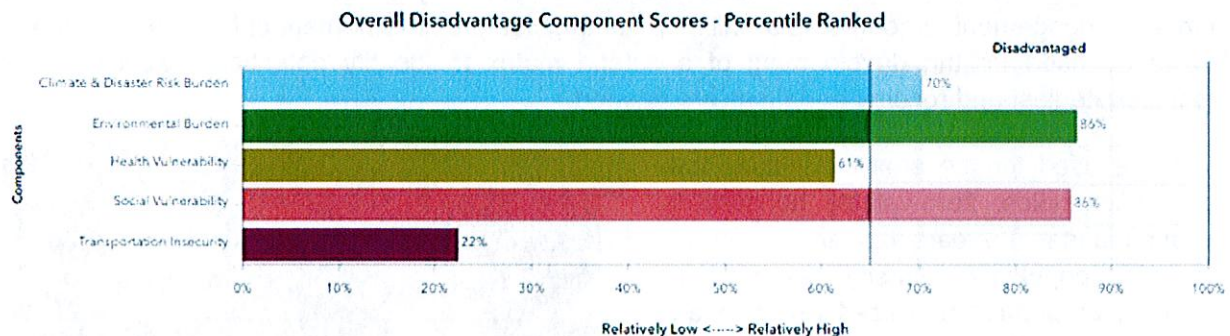


Figure 13: City of Opa-locka ETC Explorer Disadvantaged Components

The ETC Explorer tool was designed to complement the White House Council on Environmental Quality (CEQ) Climate and Economic Justice Screening Tool (CEJST) to provide insight into the transportation disadvantaged communities. **Figure 14** is a preliminary look of the limits which presents many opportunities for grants.

TASK 7 - DASHBOARD AND TOOLKIT



PROGRESS & TRANSPARENCY

Our team's staff is uniquely qualified to help the City of Opa-locka develop a useful and reliable public tracking mechanism. Our team member Isaac Pickney, from Consor, is currently helping Miami-Dade County develop their first Vision Zero Dashboard, and our team can transfer that knowledge into building the City's own dashboard that is in line with regional and national indicators.

Our team understands the importance of measuring Vision Zero progress reliably. Not only will a great dashboard and indicators create opportunities for additional funding from FHWA and FDOT, these tools will also allow the City staff to easily prove the fruits of their labor and will help educate citizens and visitors through interactive functions and reliable information. **Figure 15** shows some indicators we have developed that are reliable measures of progress towards the adopting the Safe Systems Approach and eliminating fatal and serious injury crashes. We will prepare a methodology for the City's review to measure progress over time to ensure that ongoing transparency is established with the public and other key stakeholders.

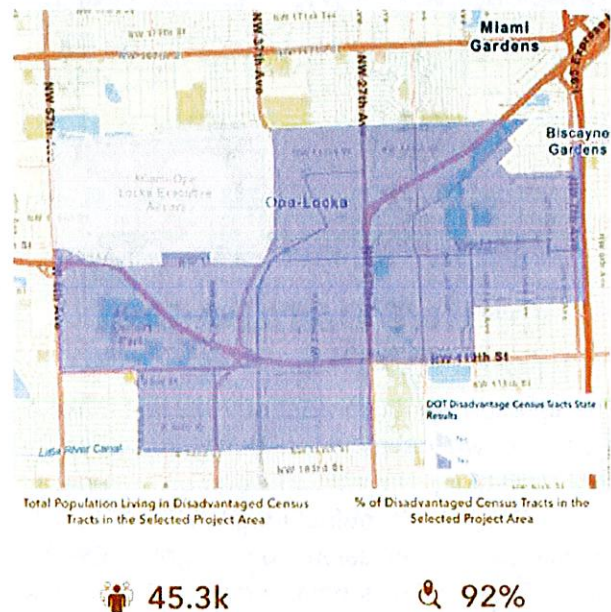


Figure 14: City of Opa-locka ETC Explorer Disadvantaged Census Tracts

Safe System Approach	Proposed Indicator	Proposed Target
Eliminate death and serious injury for all road users	Traffic-related Deaths and Severe Injuries	Decrease / Eliminate
Anticipating and accommodating human errors	Physical and Temporal Conflict Points	Decrease / Eliminate
Keep crash impact energy tolerable	Roadway 85th percentile speed	Decrease to Target Speed
Proactively identify safety risks	Frequency of HIN and CSAP Updates	Increase
Build redundancy through layers of protection	Frequency of HIN Safety Interventions and Outreach	Increase
Share responsibility for achieving Vision Zero	PSC Action Items by Discipline	Increase

Figure 15: Proposed City of Opa-locka Vision Zero Progress Indicators

Our proposed dashboards will be designed to also help the City understand next steps for implementing safety interventions and monitoring overall progress toward the CSAP goals and objectives. Our dashboard will also include a recommended update schedule for the CSAP and maintenance schedule for all public-facing components.

DATA VISUALIZATION, GRAPHICS, AND TOOLKIT

Working together with our engineers, planners, and community outreach specialists, our graphic designers are able to enhance the City's CSAP and Vision Zero Dashboard by developing a safety toolkit and graphics that:

- **Concisely present** complex data and information, making it more accessible and understandable by a diverse population at a glance.
- **Simplify communication** by presenting safety behaviors, strategies, and interventions in 2D or 3D images that reduce the need of extensive explanation.
- **Enhance memorability** by engaging visual, verbal, and mathematical skills to increase audience comprehension and recall.
- **Increase engagement** by creating vibrant and dynamic animations that are interactive and create an environment for more robust user experience.
- **Improve storytelling** by weaving a strong narrative throughout the development of the CSAP that is encourages further interest and engagement with the City's future Vision Zero efforts.

Our toolkit will easily explain the benefits and disbenefits of different safety countermeasures depending on the typical contexts throughout the City. Our toolkit will focus on interventions that can be developed within the identified HIN and will also educate audiences on how these safety countermeasures are properly used.

TASK 8 - IMPLEMENTATION MATRIX

Our team will develop proposed improvements with the recognition that, to attain the goal of zero fatalities, the proposed improvements will have to focus on more than just infrastructure. Our team will evaluate all aspects of the Safe System Approach and propose programs of improvements in the areas of public engagement and education (Safe Road Users), transportation policy and infrastructure (Safe Vehicles, Speeds, and Roads), and Vision Zero program maintenance and progress along with policy and Committee administration of actions (Post-Crash Care). EXP will provide data-driven, informed improvements that are effective in achieving the goal of reducing and eliminating traffic-related severe injuries and fatalities.

An essential aspect of the Vision Zero approach involves identifying policies that span short-, mid-, and long-term timeframes. Our team will not only conduct the policy review but also formulate a strategy for policy changes. This approach guarantees a dynamic policy landscape, catering to immediate safety concerns and facilitating enduring systemic improvements, which will require a collaborative partnership with and assistance of members of the PSC to ensure a seamless integration and enforcement of these policies. Proposed policy improvements may include but will not be limited to context-sensitive design based on land use and zoning, target speed/speed reduction measures, and the prioritization of infrastructure spending in HIN corridors and/or areas with the disproportionately high environmental impacts and health disadvantaged communities.



STRATEGY AND PROJECT SELECTION

Prioritizing infrastructure projects, outreach strategies, and policy improvements requires a thoughtful screening process that balances quantitative and qualitative data to ensure the most impactful projects are prioritized. To accomplish this, we will develop a **Safety Risk Index (SRI)**, a **Equity Priority Index (EPI)**, a **Stress Level Index (SLI)**, and a **Multimodal Connectivity Index (MIC)**.



Figure 16: Opa-locka Tri-Rail Station graphics for the SMART STEP Study

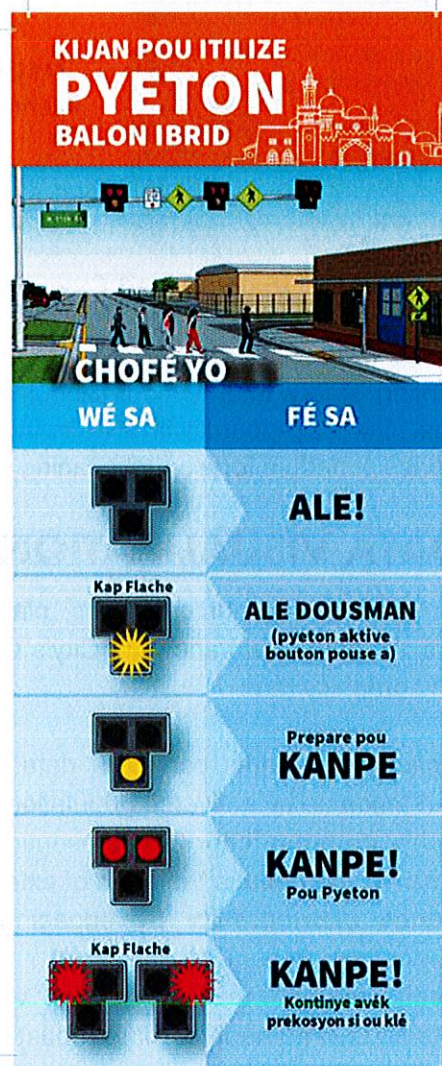


Figure 17: Sample Brochure for how to use a Pedestrian Hybrid Beacon in Haitian Creole

As previously discussed, these metrics will aid the team and City staff in prioritizing a comprehensive set of safety improvements. These safety improvements will include Federal Highway Administration (FHWA) [Proven Safety Countermeasures](#) and the National Highway Traffic Safety Administration (NHTSA) [Countermeasures That Work](#) such as better road design, traffic calming measures, improved visibility, or enhanced pedestrian and cyclist facilities.

Additionally, a **Cost-Benefit Index (CBI)** will be developed to assess the economic viability and potential benefits of these road safety infrastructure projects. This index helps our staff determine whether a proposed road project is worth pursuing based on a comparison of its expected benefits to its associated costs. The CBI typically calculates the **Net Present Value (NPV)**, which is the difference between the present value of benefits and the present value of costs. A positive NPV will indicate that the project is expected to generate more benefits than costs. Another common metric is the **Benefit-Cost Ratio (BCR)**, which is calculated by dividing the present value of benefits by the present value of costs. A BCR greater than 1.0 will suggest that the project is economically justified.

Improvements will be scored by adding each project's SRI, SLI, MCI, and CBI scores as depicted in **Table 4**. A project readiness timeline will also be factored in for each strategy, establishing short-term (0-2 years), mid-term (3-4 years), and long-term (5+ years) implementation periods. Once prioritized, future grant opportunities will be identified for each improvement and their benefits will be tied back to the Progress Indicators identified in **Task 7** so City staff can track the progress towards zero deaths and serious injuries. Moreover, the implementation plan will outline fiscal and staff time resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals that meet the Safe Streets for All's objectives after plan adoption.

Table 4: Implementation Matrix

TASK 9 - ADMINISTRATIVE DRAFT AND FINAL PLAN

Creating a comprehensive safety action plan for Vision Zero involves a multifaceted approach aimed at eliminating traffic fatalities and severe injuries. Our team is led by safety advocates, and as such, we will prioritize human life over all other factors on the road. We will adhere to Section A.i., Table 1 "Action Plan Components" as outlined in the FY22 NOFO (#20.939) during the development of a set of recommendations in a final report for review and comment by the City Staff and City Council.

The Plan will specify how the City of Opa-locka can improve safety outcomes by prioritizing evidence-based proposed improvements that address findings and conclusions from previous tasks.

Non-infrastructure recommendations will be developed based on clear evidence of success, while enforcement recommendations will be vetted with the PSC, community, and City staff before being proposed. The Plan will also tie to regional and state frameworks and the report will be visually appealing for easy comprehension by policymakers, stakeholders, and the public. EXP will assist the City with the final approval process, providing clarification regarding key implications as they relate to policies, programs, practices, strategies, infrastructure projects, funding, and other proposed improvements.

IMPLEMENTATION MATRIX	
Metric	Score
Safety Risk Index (SRI)	0 - 10
Stress Level Index (SLI)	0 - 5
Equity Priority Index (EPI)	0 - 10
Multimodal Connectivity Index (MCI)	0 - 5
Cost-Benefit Index (CBI)	0 - 1
Project Readiness	0 - 3

The Plan will also compare priority projects identified for Miami-Dade County as part of the 2021 Vision Zero Framework Plan with projects resulting from the City's Comprehensive Safety Action Plan. County projects were prioritized using the total weighted score of the top 50 Countywide priority Vision Zero safety projects, evaluating crashes, equity, as well as safe access to existing and future transit.

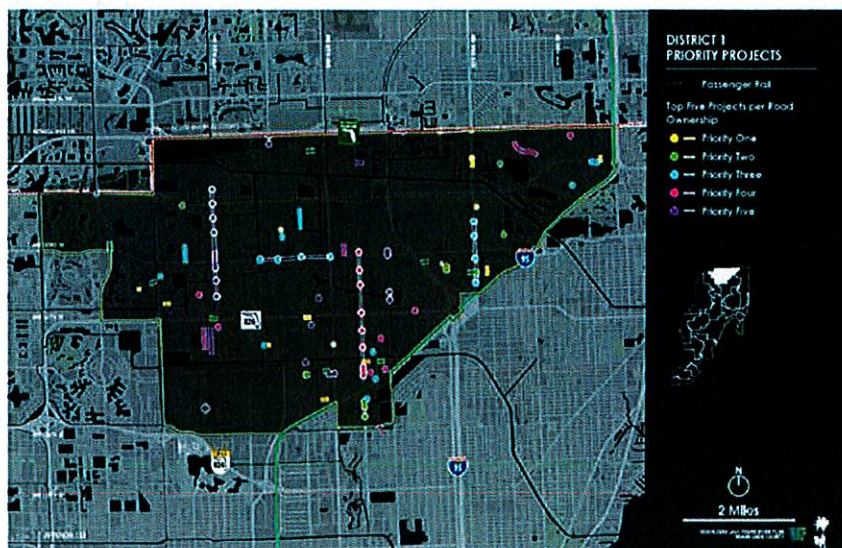


Figure 18: Miami-Dade District 1 Vision Zero Priority Projects

To provide Miami-Dade County's program flexibility, five projects within each Commission District were identified to be implemented over the next 5 years. These projects are separated based on right-of-way jurisdiction or ownership. The top five priority projects, whether located on the County-owned roads, on municipal-owned roads, or that are multijurisdictional, were noted as year-one. Then, the next five priority projects were noted as year-two, up to year-five as see in **Figure 18**. For instance, Sharazad Boulevard in the City of Opa-locka, between Ahmad Street and Kalandar Street has been ranked as the ninth year-one, top priority project in Miami-Dade County's Top 50 projects.

Another example in Opa-locka is SR 916/NW 135 Street between SR 9/NW 27 Avenue and NW 26 Court, which is listed as a year-five, multijurisdictional top safety project for Miami-Dade District 2. It is important to note that the top priority project location countywide is just a couple blocks outside city limits, on NW 154 Street, between NW 22 Avenue and NW 20 Avenue. Hence, with the recent award of \$16.2 million Implementation Grant under the SS4A program to Miami-Dade County, the calibration between county and municipal Vision Zero plans is crucial for the effective and coordinated implementation of traffic safety initiatives citywide. When both county and municipal entities align their efforts, several benefits arise such as:

Consistency and Continuity in the approach to road safety across different jurisdictions. Consistent strategies and messaging contribute to a unified and easily understood safety framework for both drivers and pedestrians.

Resource Optimization by pooling resources, avoiding duplication, and optimizing the use of funding and personnel. This can lead to more efficient implementation of safety measures, such as improved road designs, signage, and enforcement.

Unified Vision and Goals ensures that all involved entities are working towards the same objectives, reducing conflicts and complementing efforts rather than being contradictory.

Political and Community Support resulting from a clear and coordinated effort that builds consensus and gains the necessary support for implementing sometimes challenging safety measures.

Adaptability to Local Context since the City of Opa-locka has unique challenges that require specific solutions, and a calibrated approach allows for the flexibility to address these issues appropriately.

TASK 10 - EXECUTIVE SUMMARY/FACT SHEET

Our team is well-versed in distilling intricate and multifaceted information encapsulated within the CSAP into concise, and also comprehensive executive summaries and fact sheets. We begin this process by meticulously sorting through a myriad of data, identifying the pivotal aspects including major assumptions, core strategies, and impactful recommendations. Structuring this information strategically is paramount, and we achieve this by implementing a systematic approach that involves the use of formatting techniques, such as color coding and clear headers, to enhance readability. To amplify the clarity and accessibility of the summary, we utilize visual aids, such as infographics, maps, graphs, and charts. These visual representations serve to communicate complex statistics, highlight trends, and underscore the essence of the plan's key points, making hard data easily digestible for all audiences.

In structuring the summary, we meticulously segment the content into distinct sections, each addressing a crucial facet of the safety plan. These sections serve as focal points, highlighting the nuances of risk assessment, mitigation strategies, future projections, and more. By employing descriptive titles and organizing information in a logical sequence, we facilitate seamless comprehension and navigation throughout the documents.

Ultimately, our approach distills complex information into a clear, concise, and visually engaging format that allows readers to understand the CSAP, and it culminates in a compelling call to action that underscores the significance of the plan's implementation. By summarizing the benefits and impacts of the strategies and projects proposed within the plan, we motivate stakeholders to take actions that advance safety objectives.

TASK 11 - DELIVERABLES

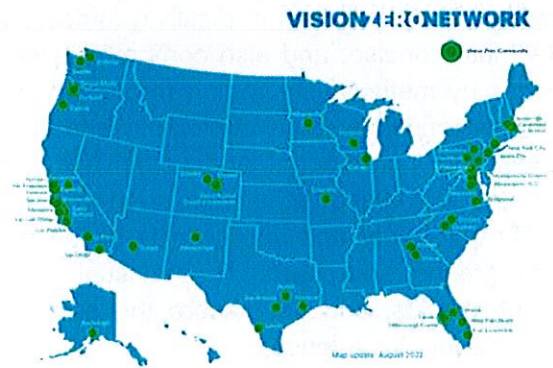
One of our core strengths lies in our proficiency in developing deliverables and final documents that not only meet the highest standards of quality, but also include a vital public involvement element. We are committed to fostering community engagement and transparency throughout the planning process. As such, we'll produce a draft document that is primed for public review, soliciting valuable input and insights from the residents and business owners within Opa-locka. This iterative approach ensures that the plan reflects the community's visions, needs, and concerns, aligning with the principles of Vision Zero. We want to make sure that this plan is truly reflective of all voices within the community. EXP will use the information generated from the preceding tasks to develop the City's first CSAP, including layout/design, infographics, data, mapping, more expansive appendices with additional information, and an Executive Summary.

In addition to providing a high-resolution document in PDF format, EXP will provide the City with all data and study products, including infographics, maps, and feedback collected. Furthermore, we excel in the finalization of documents, being able to prepare printed documents for distribution. This involves the production of printed and bound documents, creating a tangible resource that can be shared with key stakeholders, policymakers, and the broader public. To ensure broad accessibility and enhance equity, all of our printed and web documents will follow guidance from the US Department of Justice, Civil Rights Division regarding [Accessibility of State and Local Government Websites to People with Disabilities](#) accessibility, and [ADA Requirements: Effective Communication](#).

Our commitment to the tangible dissemination of the CSAP underscores our dedication to making it accessible and actionable for everyone involved. With EXP's expertise, the City of Opa-locka will be well prepared to produce a comprehensive, visually engaging, and community-driven Plan.

TASK 12 - VISION ZERO NETWORK COMMUNITIES APPLICATION

After the Final Report and Vision Zero ordinance/resolution are adopted, EXP is available to help the City submit a request for recognition as a Vision Zero Community by the Vision Zero Network. The Vision Zero Network is a collaborative nonprofit campaign to help communities reach their goals of zero traffic deaths and serious injuries. The Vision Zero Network offers support and resources for all communities committing to Vision Zero. At EXP, we believe this recognition will further the City's reputation and knowledge base and will increase opportunities to make progress toward the goals and objectives set in this CSAP.



More than **45** communities have committed to Vision Zero in the U.S.

● Experience and Qualifications

EXP's team has extensive experience in conducting Roadway Safety Analyses (RSA) for various agencies and multimodal project types. Prior to conducting an RSA, we select a team of objective individuals who bring international expertise to a given project. The professionals are designated as the Analysis Team and will be the subject matters dedicated to a specified project. We have completed safety analyses for a number of projects throughout the state including the CR-108 Roadway Safety Audit, the Town of Miami Lakes NW 154 Street and Miami Lakeway North Safety Study, Port Saint Lucie Village Parkway and Traditions Parkway Protected Intersection Study, the Blackrock Road Sidewalk Gap Analysis, and the Felmor Road Safety Analysis as part of the Safe Routes to School grant application.

Based on this experience, we begin our RSAs with a review of historical crash data, identifying clusters of crashes that will allow us to pinpoint high-crash-frequency segments and intersections along a given corridor. Once we identify high-hazard areas, we dive further into the crash analysis to note any trends in crash types on the approaches to the hazard area. For example, a high instance of rear-end collisions at a signalized intersection may suggest that there is inadequate advisory signage or stopping sight distance for drivers on a horizontal or vertical curve. Our safety experts generate a crash diagram that graphically highlights trends and patterns along a subject corridor. We also consider crash severity and whether bicyclists or pedestrians were involved to ensure implementation of a safe systems approach and safety for all users. We follow this crash safety investigation with a site visit to the field to identify any design flaws or lacking safety features that could be contributing to the high frequency of crashes.

Our field reviews include geometric assessment, signage inventory assessment, speed data collection, lighting assessment, facility obstacle review, and useful life of infrastructure reviews. We also observe pedestrian, cyclist, and driver behaviors to identify any unusual trends. For example, cyclists that choose to ride their bikes on the sidewalk might indicate a high Bicycle Level of Traffic Stress on the facility. Our Team scores these criteria as well as the Pedestrian Level of Traffic Stress based on the following factors depicted in **Table 5** and **Table 6**.

Table 5: Factors Affecting Bicycle Level of Traffic Stress

BICYCLE LEVEL OF TRAFFIC STRESS FACTORS			
Context Classification	Type of Bicycle Facility	Speed limit	AADT
On-street Parking	Width of Bicycle Facility	Separation of Facility from Corridor	Slope

Table 6: Factors Affecting Pedestrian Level of Traffic Stress

PEDESTRIAN LEVEL OF TRAFFIC STRESS FACTORS		
Context Classification	Horizontal Sidewalk Separation	Speed limit
Sidewalk Presence	Unobstructed Path	Vertical Sidewalk Separation

While our experts conduct the technical review of the RSA, our team of Public Involvement specialists conduct community outreach to engage all users, including those most vulnerable, to listen and learn about the local resident experience. No one knows the day-to-day safety concerns better than those who face them regularly. Understanding the feedback from the public as far as personal near-crash experiences or simply understanding connectivity issues that could reroute pedestrians and cyclists away from potentially dangerous dangerous vehicular areas is critical to understanding the holistic picture of how the facilities can best be improved. Our technical team compiles all the data from the crash history, field review, and resident surveys and develops an illustrative report demonstrating areas of concern, outlining findings of analysis, and documenting feasible short- and long-term solutions for implementation to enhance safety.

Our recommendations are based on weighted scoring criteria leveraging quantifiable metrics that account for high-risk road features, specific safety needs of relevant users, public health, the built environment, demographics, and structural features. We also include a cost estimate for each proposed improvement, helping the City of Opa-locka identify projects that could see immediate improvement, interim improvement, and long-term improvement through benefit-cost-analysis (BCA). This methodology comes from our significant participation in projects such as the 2050 Miami-Dade Bicycle and Pedestrian Master Plan, the Miami Downtown Mobility Master Plan Update, the Safe Routes to School FY2022-23 grant funding applications, as well as other efforts such as the NW 154 Street and Miami Lakeway North Intersection Safety Study, the South Miami-Dade Trail Connectors, the Miami-Dade County Transportation Master Plan, the US-1 Bicycle and Pedestrian Bridge Feasibility Study, and the efforts related to Enhancing Safe Routes to School Program along the South Dade Trail. Decision-making for all these projects has been rooted in following the Miami-Dade Vision Zero Framework's guidelines that include performing data analysis as well as developing project prioritization criteria, engineering design tools, engagement framework, and actionable and time-bound strategies, considering Miami-Dade County's Vision Zero goal to end traffic fatalities and serious injuries by 2040 while increasing safe, reliable, sustainable, and equitable mobility for all.

For instance, during the development of concept alternatives and multimodal improvements for both the NW 36 Street Multimodal Corridor Study and the NW 67 Avenue Freight Intermodal Analysis, EXP hosted multiple walking audits, which were attended by different stakeholders and volunteers such as AARP Florida. This type of outreach helped identify locations where creating safer road environments for all users was urgently needed to reduce the number of crashes, injuries, and fatalities in close coordination with the Village of Virginia Gardens, the City of Miami Springs, FDOT District Six, and Miami-Dade County Department of Transportation and Public Works (DTPW).

EXP provides cost-effective planning, design, and public information services that align with the objectives of Vision Zero. For instance, EXP prepared a set of recommendations for all five (5) Tri-Rail Stations in Miami-Dade County, including the one in Opa-locka, to address bicycle and pedestrian safety needs after collecting and analyzing comprehensive crash data to identify trends, high-risk areas, and contributing factors to crashes. Commuter station-specific HINs were developed to allocate resources for road safety initiatives, infrastructure improvements, and educational campaigns, using data to inform decision-making and prioritize interventions as part of the Strategic Miami Area Rapid Transit (SMART) Street Transportation Enhancements Program (STEP) from the Miami-Dade TPO Urban Mobility and Non-Urban Core Task Forces.

EXP also integrates environmentally friendly practices into their planning and design processes, considering the broader environmental impact of their projects. We strive to protect natural habitats and resources by implementing green infrastructure and sustainable design principles. This commitment to sustainability ensures the creation of resilient and environmentally conscious communities within Vision Zero, where the integration of sustainability and Vision Zero concepts that can lead to more holistic, resilient, and people-centric urban environments that prioritize safety, mobility, and resiliency. For the “Wedge Parcel” Truck Parking Feasibility Study part of the Miami-Dade Truck Parking Implementation Master Plan, EXP led evaluated pedestrian-friendly environments, safe cycling infrastructure, and efficient public transportation as a requirement to implement freight infrastructure improvements within the urban context of this site to reduce reliance on individual vehicles for access. With a focus on sustainable design, this approach aimed at reducing pollution and environmental degradation, indirectly enhancing road safety by minimizing potential road hazards to create a more livable and resilient environment surrounding this potential truck parking site.

EXP has been conducting walking audits in traditionally underserved communities or historical underinvestment, to draw attention to the need for equitable distribution of resources and infrastructure. As part of the City of Hialeah 2050 Master Plan, EXP alongside Urbē Studio, collected evidence to support policy changes or investments on E 4 Avenue, a high-injury corridor identified in the 2021 Miami-Dade Vision Zero Framework to address systemic safety issues related to poverty and inequality within the communities adjacent to the former Hialeah Park and the Hialeah Metrorail Station. With a HIN already established in the area, the team focused on identifying physical barriers or deficiencies in infrastructure that are hindering accessibility, safety, or mobility for community members. This firsthand data on the condition of the built environment, pedestrian amenities, and safety concerns, was then provided to Miami-Dade DTPW to be used to effectively prioritize and allocate resources for necessary safety improvements in line with the Miami-Dade County’s Vision Zero goal of zero road fatalities by 2040.

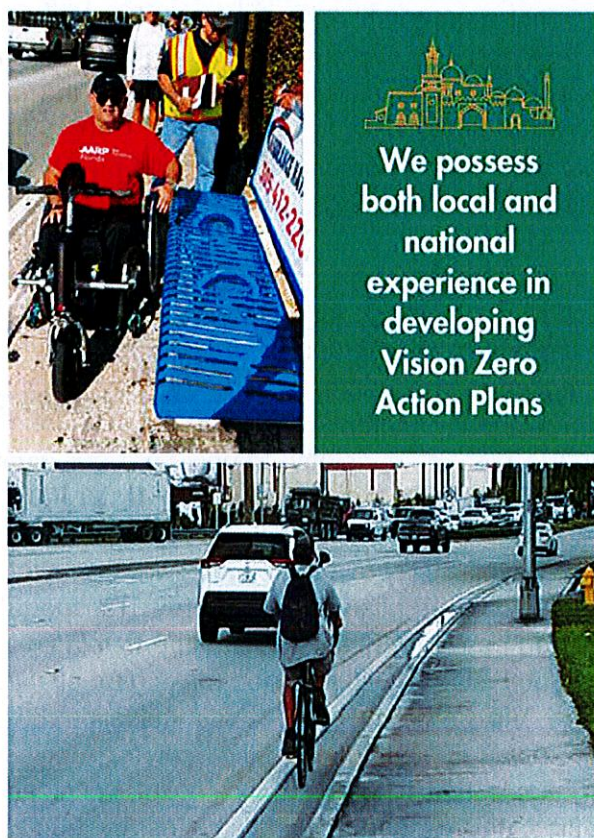


Figure 19: Walking Audit in Miami Springs (top) and Safety Concerns on NW 36 Street (bottom)

Walking and biking audits also provide community leaders and residents with a way to identify unsafe roadway conditions, gather and document needed information and observations to then advocate for solutions to make streets safer for all users. For instance, EXP conducted a walking as part of the multiple public outreach efforts to engage the communities adjacent to the NW 36 Street for a Multimodal Corridor Study in the area. Our team created a StoryMap to showcase the walking audit entries that were submitted by 30 participants at the event, which took place, covering a length of 1.2 mile segment of this corridor from NE 57 Avenue to Lee Drive. EXP team members have also led biking audits such as the “*Florida Bicycle Month*” celebratory bicycle ride along the S-Line with City of Jacksonville residents, advocates, partners, and staff where we identified safety concerns and provided recommendations along the S-Line, Jacksonville’s first dedicated urban pathway. This pathway runs for about 4.8 miles and follows an old CSX railway trackage, and it connects four (4) urban neighborhoods. While the S-Line is rideable, it is not yet complete, with another 1.3-miles planned, part of the planned 30-mile Emerald Trail Master Plan.



Figure 20: Scooter rider at the Opa-locka Tri-Rail Station

These audits are conducted using an interactive smart phone tool, similar to *Build Better Opa-locka*, that captures data in the field through geolocation. The user enters a location-specific comment, in addition to a photo, which is then directly transmitted to our team’s GIS server. From there, we utilize ArcGIS tools to develop an interactive map that tells the story of the corridor, while helping viewers visualize and understand the concerns identified. Based on these experiences, our team has gained valuable insights into the importance of conducting walking and biking audits as we continue to refine our data-driven approach. By engaging with City staff, project stakeholders, and community members, we have realized that these audits are essential for collecting field data and comprehending the unique needs of the communities we serve.



EXPERIENCE WITH TRANSPORTATION SAFETY IN AN URBAN CONTEXT

The EXP team has robust experience in safety and transportation planning on all scales, inclusive of both large and small urban contexts. Such expertise has been essential for addressing the unique challenges posed by the combination of cautious drivers, limited safe pedestrian crossings, diverse modes of transportation, and close community engagement, which are typical of small urban settings, allowing safety measures to not only be effective but also tailored to the specific needs of the local communities.



Figure 21: Walking Audit in Hialeah

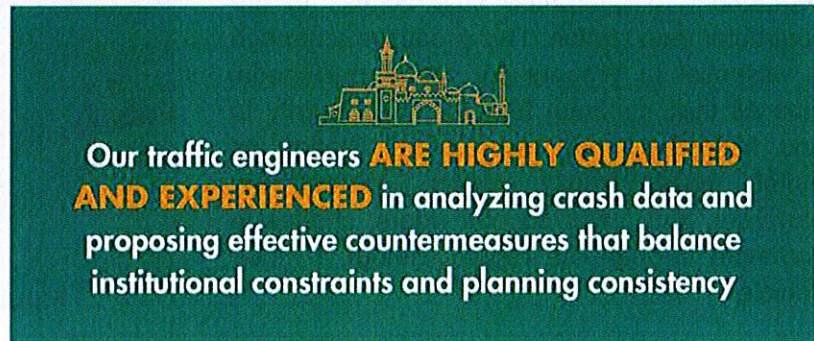
We have done this work throughout the State of Florida, helping us manage and mitigate the risks associated with a large number of people navigating the limited space available (Refer to **Appendix B** for more information regarding our past projects and expertise). Additionally, our team also includes individuals who have actually worked with local agencies to develop and adopt Vision Zero policies and Action Plans. Consequently, our focus will be ensuring that the goals and objectives of



Walking and Biking Audits are important during the Discovery Phase of Safety Issues

Walking and Biking Audits are important during the Discovery Phase of Safety Issues

This effort included the Lake Worth Road Resurfacing Project that was the first location to implement a dynamic shared bike lane/transit stop in Palm Beach County, a Hazardous School Walking Conditions analysis for 108 public elementary schools, and the development of the agency's Walk Bike Safety Audit program. This program, which Alyssa led while at the TPA, is aimed at collaboratively identifying pedestrian and bicycle issues by experiencing the built environment to enhance safety and accessibility for people of all ages and abilities.



✓ POLICYMAKING IN SMALL MUNICIPALITIES

Small urban areas may have limited infrastructure compared to larger cities. This can pose challenges in terms of road design, traffic management, and the implementation of safety measures. Experience in this context is valuable for finding innovative and practical solutions within resource constraints.

For instance, as the former City Engineer of West Palm Beach, Uyên Dang, from DDEC, played an important role in transforming transportation elements within the City and initiating Palm Beach County's first Vision Zero policy and initiatives. Using mobility, complete streets, and Vision Zero, Uyên helped the City secure over \$70 million in federal grants and established a transportation capital improvement program. Additionally, she played a crucial role in the City of West Palm Beach Reconnecting Communities and Safe Streets for All Fund Strategies, working on grant narratives for federal fund submissions that connect transit, micro-mobility, and rail.

CityFi also brings invaluable expertise to our team, drawing from their extensive experience in urban areas of all sizes, including Miami-Dade County and Omaha, Nebraska. Their contributions, led by CityFi's Karla Peralta, span the orchestration of informative workshops, fostering comprehensive understanding among policymakers, and the creation of tools that promote the long-term success of the plan, emphasizing safety improvements. Their adept establishment of a flexible Vision Zero Evaluation Criteria measures project success and guides enhancements. In tandem, their role in Omaha's Vision Zero Action Plan involves a comprehensive landscape assessment, the identification of best practices tailored to the city's unique context, and the formulation of performance metrics. These efforts, extending beyond traditional infrastructure measures to encompass communication strategies, community engagement, and innovative enforcement alternatives, underline CityFi's pivotal role in driving Vision Zero forward.

✓ RAIL SAFETY

When planning for rail safety, our team is focused on the South Florida Rail Corridor (SFRC), which serves Amtrak long-distance and Tri-Rail commuter train services. According to a report by The Associated Press, there have been a total of 98 deaths in incidents involving trains between Miami and West Palm Beach since Brightline passenger service began. This information is based on the news organization's analysis of federal train-crash data dating back to 2019. The high number of fatalities underscores the significance of ongoing safety concerns in the region.

Ensuring rail safety around the Opa-locka Tri-Rail Station in the heart of the City is of utmost importance, as almost 8,000 passengers use this station on average during the week. Consequently, it is imperative that the planning efforts incorporate a crucial railroad safety component to guarantee safe access to the commuter train station. This proactive approach is essential to prepare for future multimodal trips as they continue to grow in popularity to and from the Opa-locka Tri-Rail Station as more mass transit users, pedestrians, bicyclists, and motor scooter riders, choose to commute through the region without a motor vehicle.

Drawing from DDEC's experience in establishing quiet zones and rail safety initiatives for the Cities of West Palm Beach and Riviera Beach, our team possesses the expertise to guide the establishment of train-horn regulations areas within city boundaries, enhancing safety without compromising the community's quality of life. Balancing between safety and minimizing noise disturbances for the surrounding community remains a key goal as part of our safety efforts. This requires inspecting and validating that all at grade crossing have the proper Supplemental Safety Measures (SSM) installed per permitting requirements. It also involves collecting traffic data to ensure that Rail Inventory Forms are up to date, while maintaining an ongoing working relationship with the Federal Railway Administration (FRA). The development and implementation of quiet zones and horn management strategies are vital elements in this proactive safety approach, leveraging our team's experience in similar initiatives.

Lastly, as part of our ongoing Safe Systems Planning, we will prepare reports documenting train crash data to inform both immediate and long-term safety improvements. These reports will be focusing on crashes within the HIN, considering incidents occurring at and around rail crossings at NW 135 Street, Dunad Avenue, Opa-locka Boulevard, Codadad Street, NW 27 Avenue, and NW 22 Avenue. This effort will result in identifying locations with broader rail traffic safety concerns for further evaluation.



**Figure 24: Opa-locka Tri-Rail
Station Platform**



**Figure 25: Opa-locka Tri-Rail
Station Bus Bays**



**Figure 26: Opa-locka Tri-Rail
Station Bicycle Parking**

✓ EDUCATIONAL CAMPAIGN

In alignment with our dedication to rail safety and the demand for public safety awareness education, Team members at DDEC are actively involved in the development of an educational campaign called **"Keepin' it Rail Safe."** This campaign is specifically designed to educate grade school children on rail safety behavioral adoption, preparing them for any future rail-related developments. This planning effort is currently underway in the City of West Palm Beach, and it has proven to be a community priority with the presence of the new Brightline services to Orlando with train speeds exceeding 110 mph. DDEC is also collaborating with a local nonprofit called RISE to conduct preferential surveys digitally and engage in equitable faith-based outreach to residents who lack internet access, ensuring that rail safety education reaches every corner of the community. As we advance these initiatives and promote rail safety awareness, we remain committed to fostering a culture of safety around the Opa-locka Tri-Rail Station. This proactive stance ensures that safety measures are in place, and lays the foundation for a safer, more equitable, and harmonious community.

Our partners at DDEC conduct annual analyses of railroad crossing inventories to identify areas that require improvement for upcoming projects and programming. In addition, they have assisted municipalities with making significant capital investments based on thorough public engagement before drafting Capital Improvements Plans (CIP). As part of their effort with the City of West Palm Beach, they are developing innovative programs, such as the Rail Safety Ambassador Program, in partnership with local girl scouts and the nonprofit organization RISE. These initiatives demonstrate our team's commitment to robust and effective rail safety planning.

One of the rail safety campaigns developed by DDEC is designed to be engaging and less complicated than most information available. It is tailored towards children to ensure they understand and enjoy it. At EXP, we believe that educating children on rail safety is crucial, as they are often the ones who use public transportation with their families. To make campaigns kid friendly, DDEC has incorporated fun and interactive activities, such as coloring pages, as part of their **"Keepin' It Rail Safe"** in the City of West Palm Beach. They have also made sure to use language that is easy for children to understand, avoiding using jargon or technical terms. By doing this, campaigns are more accessible to children of all ages and backgrounds.



Figure 27: Rail Safety Workshop in West Palm Beach

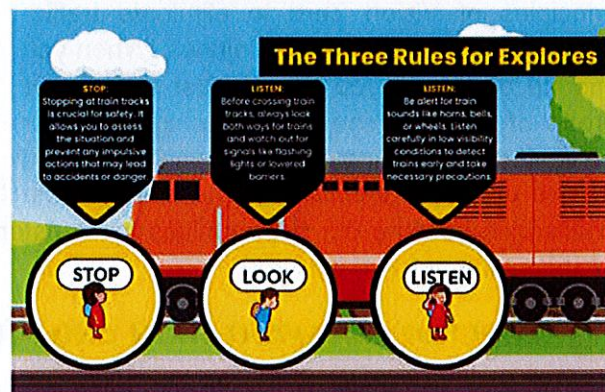


Figure 28: "Keepin' it Rail Safe" Campaign

Based on this educational campaign experience, our team plans to partner with local schools and community organizations to spread awareness about rail safety and provide hands-on learning experiences. This will include visits to the Opa-locka Tri-Rail Station with talks from rail safety experts just as the outreach campaigns Iván Jiménez and Jesús Fuentes were involved with as part of the Operation Statewide Traffic and Railroad Initiative Using Dynamic Envelopes (STRIDE) for FDOT District 6, and the 2023 Rail Safety Week for the South Florida Regional Transportation

Authority (SFRTA) and the Miami-Dade TPO, respectively.

Our EXP team proudly takes the lead in the field of transportation planning and safety, showcasing our well-documented prowess in crafting remarkable Vision Zero Safety Action Plans. With a wealth of experience and a passion for crafting sustainable, efficient, and safe transportation solutions, we have consistently demonstrated our ability to navigate the intricate web of challenges that arise in dynamic environments, such as small urban settings like the City of Opa-locka.

From designing innovative multi-modal transit systems to implementing cutting-edge safety measures, our team combines a deep understanding of the changing elements that make up the urban environment with a forward-thinking approach that ensures our solutions are not just effective today, but also adaptable for the future. We take pride in our proven track record of improving safety and access, enhancing mobility, and engaging residents in urban areas, all while aligning with the principles of Vision Zero to eliminate traffic-related fatalities and serious injuries. When you choose our team, you are not just selecting a group of experts. You are choosing a partner dedicated to creating vibrant, connected, and secure urban communities with a strong commitment to the Vision Zero goal. Your transportation challenges become our opportunities for transformation, and together, we can forge a safer, more sustainable future for your city.



EFFECTIVE IMPLEMENTATION AND FUNDING SOURCES

Our team's expertise in identifying implementation grant projects and strategies relies on a systematic approach, ensuring the City of Opa-locka can pursue its safety and equity goals effectively. We excel at selecting projects aligned with grant criteria that promise substantial community benefits. Our commitment to coherence in grant applications enables us to consolidate related activities for streamlined proposals.

Our extensive cross-jurisdictional experience allows us to tailor recommendations to specific municipality needs and consider safety and equity impacts comprehensively following the approach summarized in **Table 7**. We meticulously align with grant guidance, ensuring success in securing funding by following necessary steps through the grant life cycle's pre- and post-award stages. Previous collaborations between EXP, DDEC, and Cityfi, experts in grants for West Palm Beach and Miami-Dade County, amplify our expertise, enhancing the City of Opa-locka's chances of securing funding for priority projects. More information regarding our grant preparation experience can be found in **Appendix B**.

The **"See Tracks? Think Train!"** campaign is a nationwide educational effort designed to increase awareness about the hazards of railroad tracks.



Figure 29: "See Tracks? Think Train!" Campaign

Table 7: Approach to Grant Funding Applications

Project Management		Approach Components	
Strategic Project Selection		Careful evaluation of projects based on alignment with grant criteria, feasibility, and expected community benefits.	
Combining Activities for Coherence		Exploration of opportunities to consolidate related activities within a single grant application for efficiency and proposal strength.	
Executive Summary Development		Creation of concise project summaries, including project names, brief narratives, location maps, cost estimates, and project schedules.	
Experience Across Jurisdictions		Adaptation to unique needs and requirements of different municipalities, leveraging cross-jurisdictional experience.	
Holistic Project Assessment		Comprehensive assessment of projects considering their potential safety and equity impacts and addressing specific community needs and challenges.	
Alignment with Grant Guidance		Meticulous alignment of project selection with grant guidance and criteria to ensure successful grant applications.	
Efficient Resource Utilization		Identification of projects and strategies with strong potential to maximize efficient utilization of available resources and enhance the impact of implementation grants.	

The following steps will be followed meticulously through the grant life cycle's stages to ensure a continuous source of funding:

Pre-Award

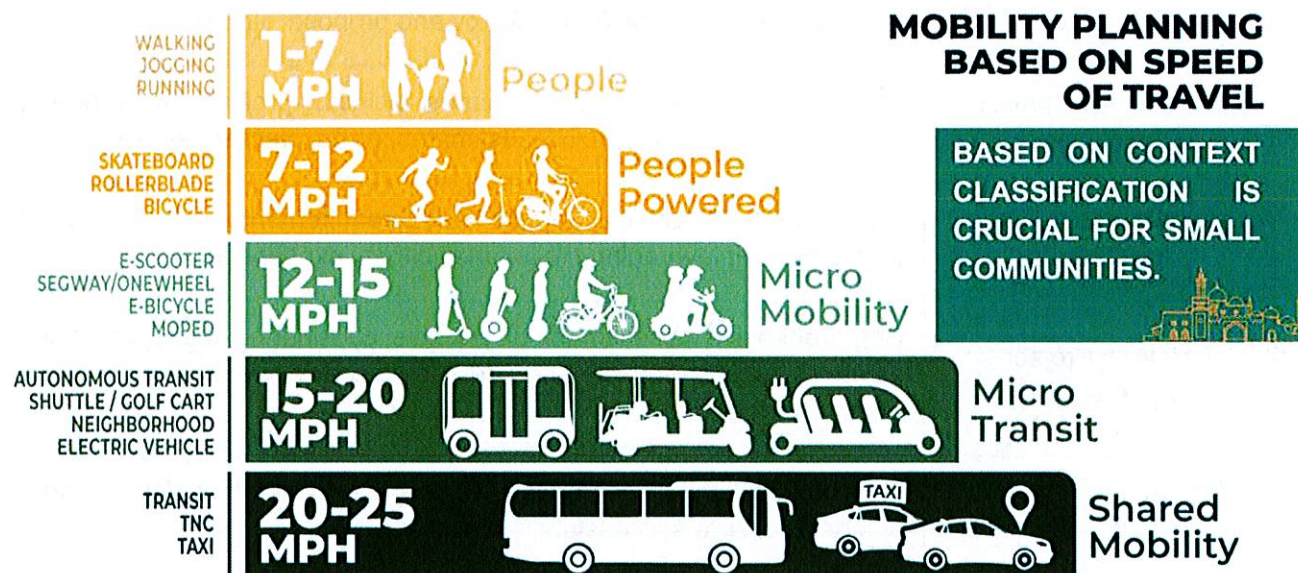
- Actively research and identify grant opportunities that align with the County's priorities and project objectives.
- Establish a dedicated team or department responsible for grant identification and coordination.
- Develop relationships and partnerships with funding agencies and organizations.
- Obtain supporting documentation, such as letters of support, project plans, and financial statements, as required.
- Develop a robust project management plan, including timelines, milestones, and performance indicators.

Post-Award

- Establish effective project management and monitoring systems to ensure successful implementation of the grant-funded project.
- Maintain regular communication with the funding agency to provide timely progress reports.
- Track project expenditures and ensure compliance with grant guidelines and financial reporting requirements.
- Conduct regular project evaluations to assess progress, address challenges, and make necessary adjustments.

VISION ZERO AND MOBILITY PLANS FOR SPEED MANAGEMENT

Incorporating Vision Zero into every Mobility Plan is crucial in establishing a safe system, beginning with Speed Management. Street design guidelines, based on context classification and key characteristics, can also help achieve desired speeds and safety results systemwide. We will integrate updated guidelines for both off-street and on-street elements into the Comprehensive Safety Action Plan.



It is well-known that the rate of travel for a vehicle affects not only the probability of an accident, but also its severity. That is why reducing vehicle speeds is a key priority for the Vision Zero initiative. Our team is committed to addressing this issue through various means, including traffic calming infrastructure, matching road capacity to demand, targeted speed technology, and education. To achieve this goal, based on our experience we will employ a range of speed mitigations solutions as depicted in **Table 8** where feasible.

Speed Mitigation Solutions	
Installing speed radar signs	Implementing street chicanes
Optimizing signal coordination/timing	Reducing lane widths
Utilizing raised intersections and roundabouts	Introducing raised crosswalks/speed tables

Table 8: Speed Management Solution

Did You Know?

Hit by a vehicle traveling at 40 mph



Hit by a vehicle traveling at 30 mph



Hit by a vehicle traveling at 20 mph





QUALIFICATIONS AND KNOWLEDGE OF STAFF/FIRMS

PRIME CONSULTANT FIRM

Our EXP U.S. Services, Inc. (EXP) team is formed by staff members with diverse backgrounds, creeds, ethnicities, and expertise, creating a coalition based on collaboration, transparency, and empowerment. Our team is uniquely positioned to best serve the City of Opa-locka and develop the City's first Comprehensive Safety Action Plan due to our staff's insider perspective, multimodal experience, and availability.



Our technical staff has worked in and for municipal, county, regional, and state governments, and has experience with the full spectrum of multimodal planning projects, from bicycle and pedestrian, local/premium transit and rail, Complete Streets and Vision Zero, freight, to airport/seaport. This experience translates to an ability to comprehensively analyze surface transportation safety from all perspectives - from those most vulnerable (i.e., people walking, cycling, and rolling) to those serving in public works, transit, and rail agencies.



Full-suite A/E Firm
specializing in Florida
Multimodal
Transportation Planning,
Design, and CEI

More importantly, our technical staff is fully available to assist the City with managing this project and completing its obligations to FHWA and its residents. Our Project Manager, Jesús Fuentes, PE, and Deputy Project Manager, and Iván Jiménez, EIT, AICP, are committed to the City's success and available for this project. With 12 offices and 300+ staff in Florida (4,000 Worldwide), and more than 117 years in business, EXP excels at providing accessible innovation including virtual and hybrid summits, 3D and virtual reality visualization tools, drone footage, state-of-the-art website design, cutting-edge GIS technology, data science, artificial intelligence, and full in-house video production to support modal project needs and engagement. In 2023, ENR ranked EXP #16 in Top Highway Design Firms, #19 in Transportation Design, and #22 in Transit and Rail, further illustrating our nationally recognized expertise and project success.



12 Florida Offices
350+ Florida Staff

SUBCONSULTANT FIRMS

Our partners, DDEC, CityFi, Urbë Studio, and Consor Engineering help EXP provide a more robust team of professionals to solve any potential challenges from this project, representing a **30% Minority and Women Owned Business Enterprise (M/WBE) participation**.

DDEC, LLC is **Disadvantaged Business Enterprise (DBE)**, a **Woman and Minority Business**, as well as a **Broward County Business Enterprise (CBE)** and a **Small Business Enterprise (SBE)**. Our partner's staff is experienced in safety analysis, community engagement, GIS, strategic transportation planning, and information systems management. DDEC will assist with Scope Tasks 4, 5, 6, 8 and 9. Relevant experience includes City of Port Saint Lucie Mobility Study, City of West Palm Beach Safe Systems Planning for Railroad Safety Project, ADA Transition Plan, Quiet Zones Establishment and Affirmation, Rail Safety Education Campaigns, and the City of Atlantic Beach Complete Streets. Our partner is committed to providing high-quality services to our clients. With a team of experienced professionals, our partner has the expertise to analyze safety protocols, engage with local communities, manage information systems, and plan strategic transportation initiatives using GIS technology.



CityFi, LLC is distinguished urban change management firm acclaimed for its comprehensive urban planning and its pivotal role in shaping impactful national policies that positively influence communities. This influence is exemplified by its substantial involvement with the Miami-Dade County 2021 Vision Zero Framework Plan, Southeast Florida Transportation Council 2045 Regional Transportation Plan, Mid-America Regional Council (MARC) Vision Zero Virtual Summit, and West Palm Beach Downtown Mobility Plan. CityFi will assist with Scope Tasks 7 and 9.



Urbë Studio, LLC is a **certified Minority Business and Disadvantaged Business Enterprise (DBE) in the State of Florida**. Founded in 2020, Urbë Studio brings 17+ years of experience integrating placemaking and mobility with broader land use, urban design, community engagement, and comprehensive planning goals. Our partners' relevant experience includes involvement with the City of Orlando's Safe Streets Academy Demonstration Project, City of Hallandale Beach's Atlantic Shores Boulevard Vision Plan, City of Fort Lauderdale's Northwest-Progresso-Flagler Heights CRA Mobility Master Plan, and FDOT's SR A1A Strategic Study Plan. Urbë Studio will assist with Scope Task 5.



Conсор Engineering is national firm with a local presence focused around safety and Vision Zero. Collectively in business for more than 40 years, Consor offers 60+ local teammates delivering planning, engineering, and construction management on transportation and water infrastructure projects. These local resources are backed by the full complement of Consor's 1,600 professionals nationwide, who specialize in planning, engineering design, structural assessment, water resources, drainage, green infrastructure, utility planning and engineering, as well as construction management services.



KEY STAFF

Refer to **Appendix A** for complete resumes, staff certifications, and a project organizational chart.

EXP Staff



Jesús Fuentes, PE will serve as the Project and Contract Manager. He as he has more than 18 years of experience in the fields of multimodal transportation planning and construction in South Florida. Jesús has led the implementation 40+ miles of bicycle infrastructure, several federally funded construction projects, federal grant applications, and planning studies such as a SMART STEP Tri-Rail Bicycle and Pedestrian Connectivity Study, which included Opa-locka's commuter train station, and the NW 36 Street Multimodal Corridor Study in Miami-Dade County.



Iván Jiménez, AICP, EIT will work with closely with Jesús as Deputy Project Manager and will lead the Strategy & Progress Selection task. Prior to joining EXP, Iván worked for Miami-Dade County and led their Vision Zero and Complete Streets programs. Under this role, Iván advanced the planning and design of 50 Vision Zero projects, secured \$200,000 in an NSC grant for the development of a Vision Zero Dashboard, submitted 7 projects for HSIP and Congressional earmark funding, and led a yearlong Vision Zero stakeholder and community outreach effort.



José Clavell, PE will be the **Principal-in-Charge and Quality Officer**. José has over 20 years of experience managing multiple multimodal planning and design projects including PD&E studies for the Strategic Miami Area Rapid Transit (SMART) Program and municipal master plans.



Tyler Blair, PE, PTP, PTOE will lead the **Safety Analysis** task. Tyler has over 11 years of experience developing comprehensive traffic studies focusing on operational and safety analyses on local roads, collectors, and arterials. Tyler has conducted numerous safety studies, including the CR-108 Roadway Safety Audit, Flora Park Branch Boulevard Traffic Calming Study, NW 154 Street and Miami Lakeway North Safety Study, and historical crash data, spot speed, operational, signal-timing, and MUTCD warrant analyses for a number of other studies.



Alyssa Goldberg will lead the **Policy and Process Analysis** task. Alyssa has over 7 years of planning experience in both the public and private sectors, with a focus on multimodal and resiliency planning, system connectivity, access and equity. Her previous experience has allowed her to become proficient in sustainable and non-motorized transportation planning, Vision Zero and safety initiatives. She has robust experience in assisting local agencies with the development of mobility plans and fees, Complete Streets and Vision Zero plans and policies, and is well-versed in both municipal and MPO policies and processes.



Leny Huamán, AICP will lead the **Equity Analysis** task. With over 10 years of experience in both government and private sector, Leny is a planner with solid experience in GIS and transportation, land use, and economic development planning.



Michelle Simmons will lead the **Engagement and Collaboration** task. With over 20 years of experience, Michelle has worked with various aspects of communications and media within numerous and diverse communities in South Florida, including leading the City of Doral 2022 Master Plan outreach.



Crystel Villafranca will lead **GIS and visualization**. She is a creative and detailed planner and visualization specialist with experience in transportation planning, mobility Master Plans, modal development, and freight studies. Her background in architecture gives her the ability to produce high-end graphics, multimodal visualizations, safety designs, 3D visualizations, and innovative modeling solutions. She has in-depth understanding of ArcGIS's functionality and can leverage its powerful features to analyze spatial data, create maps, and conduct geographic research with precision and efficiency.

DDEC Staff



Uyên Dang, PE will help with the Strategy and Progress Selection task. With more than 18 years of experience, Uyên Dang was the City Traffic Engineer for the City of West Palm Beach led the City's first Multimodal Transportation Program which included the City's Vision Zero Program.

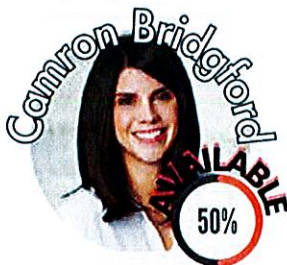


Jason Kahrin will assist the micro-website and dashboard development. Jason is a full stack developer with 20 years of experience in digital marketing, SEO, SEM, SMO, content creation, and website analytics.



Kathleen Walter will assist with public outreach communications. With her exceptional communication skills, strategic mindset, and extensive experience, Kathleen Walter is an invaluable asset in any communication and public relations role. She currently oversees the WPB Vision Zero Communications and Engagement, where she plays an important role in promoting safe and sustainable transportation practices through effective communication strategies and community engagement efforts.

CityFi Staff



Camron Bridgford, AICP will aid the Progress and Transparency task. With a professional history in public and non-profit management, Camron has served as strategic advisor for the City of Minneapolis, City of Aurora, City and County of Denver, and for Miami-Dade County Vision Zero initiatives.



Karla Peralta will aid with Engagement and Collaboration task. With a background in architecture and Urban Planning and Policy Design, Karla brings a wealth of knowledge and experience Miami-Dade County's 2021 Vision Zero Framework Plan and UN-Habitat to develop strategies aligned with the Sustainable Development Goals.



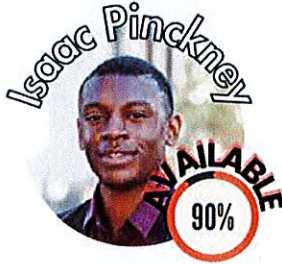
Karina Ricks will lead with the Policy and Process task. Karina Ricks is an expert in transportation, mobility, infrastructure, and urban development. Karina led initiatives on integrated data systems and shared mobility for FTA and played a major role in the development of Miami-Dade County's 2021 Vision Zero Framework Plan.

Urbë Studio Staff



Fabián De La Espriella will aid with Engagement and Collaboration task. With over 19 years of experience in both private and public agencies, Fabian has experience with creating and communicating vision plans that integrate land use, urban design, and transportation interventions such as leading FDOT District 6 Context Classification Workshop.

Conсор Engineering Staff



Isaac Pinckney will aid with Safety Dashboard task. With over 6 years of experience in multimodal transportation planning and safety, Isaac has experience with finding creative solutions to mobility issues. He also has experience in creating analyzing and synthesizing data to development safety dashboards, as he has done for Miami-Dade County's Department of Transportation and Public Works (DTPW).



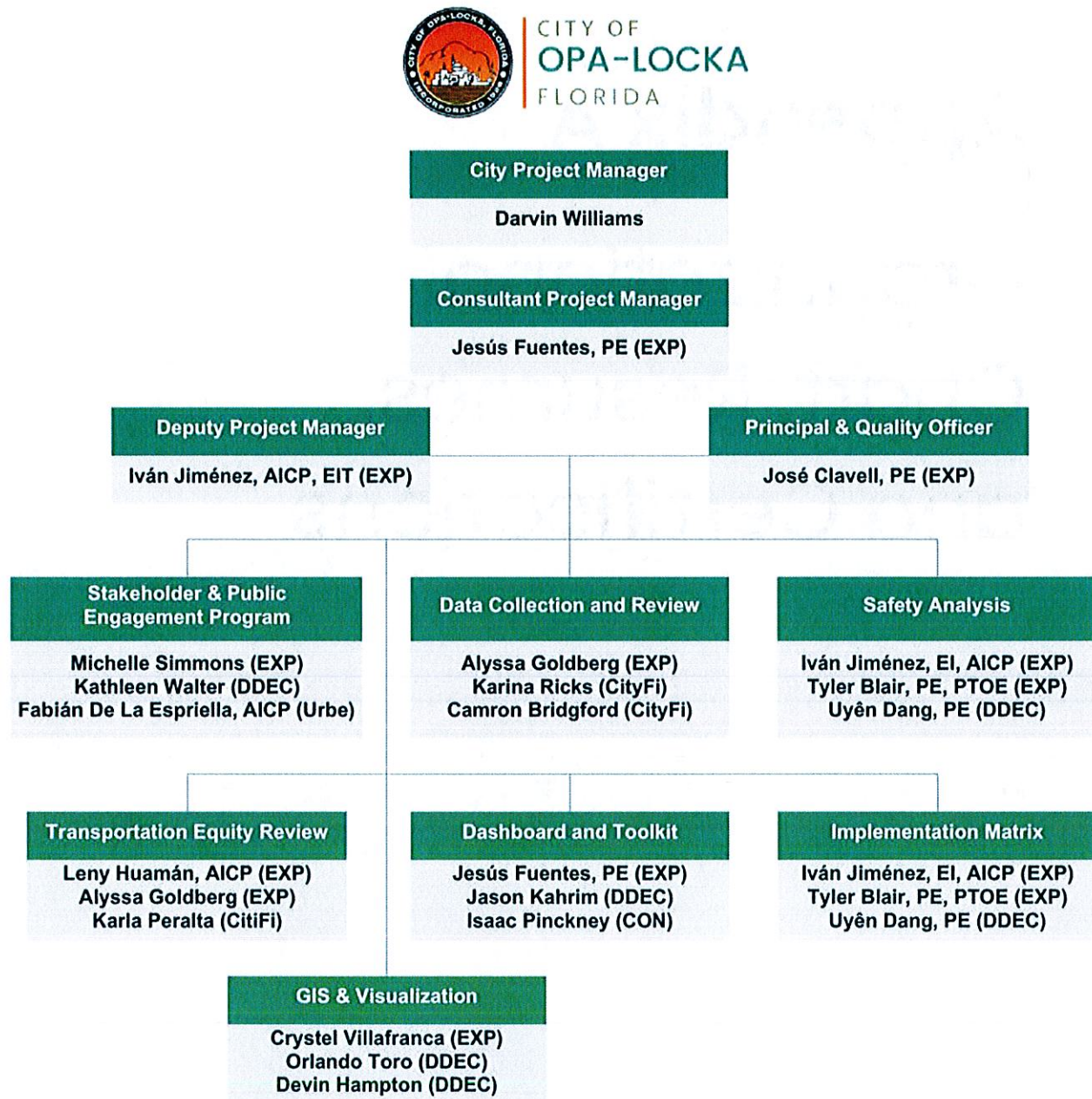
Appendices



Appendix A

Organizational Chart, Resumes, and Certifications

Project Organizational Chart



Project Team





Jesús Fuentes, PE

Project Manager / Contract Lead

Mr. Fuentes is a detail-oriented, active transportation engineer who has held project management and field positions with more than 18 years of experience in the South Florida region. He has been involved in the administration and completion of several transportation projects as well as in grant funding application efforts for FDOT District 4/6, MDX, and the Fort Lauderdale DDA. He is also a mass transit, complete streets, and a "Vision Zero" advocate working to create more accessible, walkable, and bikeable places. Under his management, he has led the implementation of more than 8 mi of buffered on-street bicycle lanes, 11 mi of shared-use pathways, 17 mi of conventional on-street bicycle lanes, and 5 mi of other bikeways on low-volume streets as part of the Miami-Dade TPO, Palm Beach TPA and Broward MPO regional mobility plans.

Education + Training

- MS, Construction Management, Florida International University, 2012
- MS, Administration, Saint Michael's College Colchester, 2004
- BS, Civil Engineering, UNEFA, Venezuela, 2002

Professional Registrations

Professional Engineer No. 75479 - FL, 2013

Certifications

- CTQP - Asphalt Paving I & II
 - CTQP - QC Manager
- Advanced Maintenance of Traffic
- Nuclear Gauge
 - Stormwater Inspector
 - Radiation Safety Officer
 - Hazmat Certification MSE Wall Installation Inspection Course
 - OSHA 30-hour Training Course
 - Master Class in Bicycle Urbanism
 - Unraveling the Cycling City
 - Designing the Cycling City
 - Bicycle Infrastructure Design Principles
 - Bicycle Facility Design
 - Traffic and Mobility Fundamentals
 - Bikeconomics
 - The 15-minute City - How to Transform Urban Mobility

Project Experience

Miami-Dade TPO, SMART STEP Tri-Rail Pedestrian and Bicycle Infrastructure Needs Evaluation and Recommendations, Miami-Dade County, FL. Senior Project Manager. The Miami-Dade TPO Urban Mobility and Non-Urban Core Task Forces is facilitating interagency coordination, innovation, and accelerated implementation of pedestrian and bicycle improvement projects in Miami-Dade County to increase connectivity and enhance safety. Jesús leads the evaluation and documentation of the pedestrian and bicycle infrastructure needs at the Golden Glades, Opa-Locka, Metrorail Transfer, Hialeah Market, and the Miami International Airport Tri-Rail station areas as part of the SMART Street Transportation Enhancements Program (STEP) countywide.

NW 67 Avenue Freight Intermodal Connector Analysis. Senior Project Manager.

The study for NW 67 Avenue is part of an evaluation of a roadway segment of the National Highway Freight Network. Jesús is leading the effort to develop improvements that address existing and future operational, social, economic, and safety needs of this corridor including the cargo area of the Miami International Airport as well as the adjacent street network that encompasses parts of NW 36 Street, Perimeter Drive, and NW 25 Street. This intermodal connector analysis will also provide freight travel continuity to this critical regional system and a large industrial and trade area.

Miami-Dade Department of Transportation and Public Works, Reconnecting Communities Pilot Discretionary Grant Application, Miami-Dade County, FL. Senior Project Manager. The USDOT published a Notice of Funding Opportunity (NOFO) in grant funding as part of the Reconnecting Communities Pilot (RCP) program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure. Jesús led the assistance provided to the Miami-Dade County Department of Transportation and Public Works to seek funding for preparing an equitable TOD Master Plan for two SMART Plan - North Transit Corridor stations (Dr. MLK Jr Plaza and Unity). These efforts aimed to perform an Economic and Affordable Housing Market Analysis, develop a Water and Wastewater Capacity Analysis Technical Memo, as well as perform an analysis to prepare a Bicycle and Pedestrian Facilities Plan. Funding was also sought for developing a Community Partnership and Stakeholder Involvement Plan, an Economic Development Targeted Analysis, and an equitable TOD Report and Master Plan while preparing Station Area Urban Design Guidelines.

FDOT District Six, 36 Street Multimodal Corridor Study, Miami-Dade, FL. Senior Project Manager. SR-948/NW-NE 36 Street is an east-west corridor in Miami-Dade County that goes from SR-826/Palmetto Expressway to I-195/SR-112/Julia Tuttle Causeway and traverses the cities of Miami Springs, Hialeah, and Miami as well as the Village of Virginia Gardens. Jesús is assisting FDOT with the development and evaluation of multimodal improvements to address existing and future mobility, operational, social, economic, and safety needs along this corridor.



Ivan Jimenez Urena, AICP, EIT

Deputy Project Manager / Strategy & Progress Selection Lead

Ivan is an expert and trusted advisor for state, regional, and municipal governments in the areas of transportation safety, transportation planning, urban and multimodal transportation design, budget and policy development and compliance, and public and stakeholder outreach and engagement.

With over 10 years of experience, Ivan has been instrumental in the development of Miami-Dade County's Vision Zero Program and has led the development of 30 plus safety and multimodal feasibility studies and outreach campaigns including Operation Statewide Traffic and Railroad Initiative Using Dynamic Envelopes (STRIDE) for FDOT District 6.

Education + Training

- MBA, Florida International University, Miami, FL
- B.S., Civil Engineering, Florida International University, Miami, FL

Professional Registrations

- EIT # 1100020525 – FL
- American Institute of Certified Planners (AICP) Certification # 35368 – USA

Affiliations + Memberships

- American Association of Planners (APA) Florida Chapter
- American Association of Civil Engineers (ASCE) Florida Chapter

Experience

- Vision Zero / Complete Streets Program Management
- Safety Outreach and Coordination
- Traffic Safety Studies
- Bicycle and Pedestrian Planning and Design
- Municipal Transportation Master Planning
- Municipal Transit Planning and Scheduling
- Subarea Freight Planning Studies
- Long-Range Transportation Planning
- PD&E Studies

Project Experience

***Department of Transportation and Public Works (DTPW), Vision Zero Program, Miami-Dade County, FL, USA**

Miami-Dade County manager in charge of a \$13.7 million budget for the advancement of the Vision Zero Program including development of proposals requesting \$20.1 million in FHWA FY23 Safe Streets and Roads for All (SS4A) grant, \$7.19M in Congressional Earmarks, \$4.2 million from FDOT High Safety Improvement Program (HSIP), \$965 thousand from Transportation Alternative Program, and \$150 thousand in National Safety Council Road to Zero grant (awarded); development of safety countermeasures for 55 high-injury locations including MUTCD warrant analyses and 30% design plans; interdepartmental and external coordination with elected officials, municipal staff, hospitals, universities, advocacy groups, and citizen committees; development of the 2023 Vision Zero Action Plan Update and dashboard, and coordination of a year-long public outreach and educational campaign.

***Department of Transportation and Public Works (DTPW), Complete Streets Program, Miami-Dade County, FL, USA**

Miami-Dade County manager in charge of the Complete Streets Program including the development of the 2050 Transportation Master Plan bicycle and pedestrian component, scoping and prioritization of projects for integration into the Capital Improvement Program, development of a bicycle parking program, development of an enhanced street furniture program, plan and policy reviews of private developments, roadway projects, and a mobility fee ordinance, coordination with private and public stakeholders, and presentations to citizen committees. Notable projects included the Rickenbacker Causeway Master Plan and the Overtown Micromobility Network.

***FDOT District Four, Traffic Safety Studies, Districtwide, FL, USA.**

Transportation Planner in charge of crash and traffic data processing and analysis pertaining to all modes of transportation to determine potential safety countermeasures on several intersection and segment locations throughout FDOT District 4, including the counties of Broward, Palm Beach, Martin, St. Lucie, and Indian River. This task required the use of several engineering tools to assess locations and traffic patterns with critical safety issues.

***City of Miami Beach, Transportation Master Plan, Miami Beach, FL, USA**

Transportation Planner in charge of the development of a comprehensive transportation master plan for the City of Miami Beach. Responsibilities included coordination with City staff, elected officials, stakeholders, and public to develop understand and analyze existing conditions and desired future conditions including the development of a mode split vision, literature review and analysis, conceptualization of context sensitive solutions by developing modal priority networks, and creation of a detailed multiphasic and cost-feasible project bank. This study also involved recommending policy changes to support the City's mode split vision.

**Experience before working with EXP*





José Clavell, PE

Principal-In-Charge/Quality Officer

Mr. Clavell has over 20 years of experience managing multimodal planning and preliminary design projects and design projects. His experience includes work in the multiple SMART Corridor, Transit and PD&E Studies throughout his career. In addition, he has conducted multiple multimodal feasibility studies, master plans, and has provided grants and funding management support for the Florida Department of Transportation (FDOT) Office of Modal Development. He also contributed to the PD&E Manual and the development of manhour estimate when developing PD&E Scopes. He has contributed to all phases of transportation from planning to construction.

Education + Training

BS, Civil Engineering,
University of South Florida,
1999

Professional Registrations

Professional Engineer No.
66759 – FL, 2007

Project Experience

SMART Plan Transit Planning and Implementation Support (In-house). José is currently assisting DTPW with managing and supporting multiple contracts for the Strategic Miami Area Rapid Transit (SMART) Program that is advancing five of the six rapid transit corridors of the People's Transportation Plan (PTP) and implementing an expanded mass transit infrastructure in Miami-Dade County. This implementation of a vision of South Florida that is both strategic and far-reaching, creating a system of multiple transportation options by leveraging existing infrastructure, and integrating technology at the highest levels.

FDOT District Six, Kendall Corridor PD&E Study, Miami-Dade, FL. José led this PD&E study consisting of evaluating transit/roadway alternatives by analyzing the future demand for these transportation facilities and services. In 2002, the SR 94/Kendall Drive Corridor (Kendall Corridor) was identified as one of six Rapid Transit Corridors in the People's Transportation Plan (PTP). Miami-Dade TPO Governing Board directed that the Kendall Corridor be implemented in an expedited manner assuming full Bus Rapid Transit (BRT), Light Rail Transit (LRT), Heavy Rail Transit (HRT), or other appropriate premium transit modal technologies and strategies including reversible lanes.

FDOT District Six, Public Transportation Consultant Services, Miami-Dade, FL. José was responsible for this contract consisting of public transportation grants management, plans reviews, interagency coordination, conducting corridor analysis studies and providing support for transit technical reviews. Responsibilities were specifically to oversee programs and included preparing scopes and cost estimates, reviewing for compliance of all technical items for Transit Programs in Miami-Dade County.

US 1 Express Lanes PD&E Study; MDX, Miami-Dade, FL. Mr. Clavell was the Senior Engineer for this project consisting in developing and evaluating alternatives to allow toll-paying traffic to use the southern Miami-Dade Busway. The approach was to improve transit operations and facilities for transit passengers to allow for multimodal options for motorists the U.S. Route 1 corridor and throughout southern Miami-Dade County.

Re-Evaluation of P&R Facility at SW 344th Street Transitway; MDX, Miami-Dade, FL. José was the Project Manager responsible for the re-evaluation including engineering assessment and environmental analysis, collecting data for the new section being constructed, environmental data (desktop GIS), development of concepts to define potential impacts, field reviews, development of project cost, drainage, parking layout, coordination with agencies for approval of documents.

North Corridor BRT/HRT PD&E; Miami Dade Transit, Miami-Dade, FL. Mr. Clavell was the Project Engineer for the research and evaluation of the BRT Concept Evaluation Study and Heavy Rail Technology including the development of conceptual plans for Aerial Guideway Alignment including horizontal and vertical alignment, Elevated Transit Stations, and Systems Requirements.



Tyler Blair, PE, PTP, PTOE

Safety Analysis Lead

Mr. Blair has extensive experience in active transportation planning, bicycle/pedestrian safety, and traffic assessment. He specializes in developing comprehensive multimodal studies and conceptual design for safety improvement projects, including vehicular and active transportation, freight mobility, and golf cart facilities. Additional oversights include short- and long-range travel demand forecasting, concurrency management, technical and code compliance review, traffic study review, turn lane analysis, signal warrant analysis, model simulation, maintenance of traffic, Client negotiations, and identification of opportunities for innovative design alternatives.

Professional Registrations

- FL PE – 88369
- TX PE – 146572
- OH PE - 88331
- Professional Traffic Operations Engineer No. 5299
- Professional Transportation Planner Cert No. 685
- Advanced Maintenance of Traffic Cert. No. 69214

Education + Training

- M. Eng. Civil Engineering, University of Florida, Gainesville, FL
- B.S. Civil Engineering, University of Florida, Gainesville, FL

Affiliations + Memberships

- Past President – First Coast Institute of Transportation Engineers
- Professional Liaison – University of Florida ITE
- American Society of Civil Engineers

Project Experience

NW 154th St. & Miami Lakeway North Safety Study, Town of Miami Lakes, FL

Engineer of Record for a comprehensive safety analysis at the intersection of NW 154th St. and Miami Lakeway North in the Town of Miami Lakes. The project included site investigation, geometric assessment, historical crash data assessment, vehicle volume and operational analysis, and a spot-speed study assessing over 400 vehicles. Recommended multiple short- and long-term safety improvements including striping and signing enhancements, median modifications, and signal retiming.

Protected Intersection Study and Conceptual Design, Port St. Lucie, FL

Prepared feasibility study for the implementation of a Dutch-style protected intersection at Tradition Parkway and SW Village Parkway. The study included signage recommendations to command driver attention and enhance pedestrian and cyclist crossing safety. The study included interim and long-term recommendations with conceptual design layouts, providing safe multimodal alternatives for pedestrian safety.

Safe Routes to School – Felmor Road*, Yulee, FL

Engaged the 5 E's, hosted public workshop, conducted parent surveys, prepared conceptual design and cost estimation to provide a shared-use path for Yulee Elementary School. Students were walking in the ditch or on the road to get to class. Prepared Comprehensive Grant Application for funding of the 1.9-mile project, connecting the existing sidewalk on SR-200 to Pages Dairy Road.

Ridgewood / Fox Ridge Area Study, North Florida TPO, Jacksonville, FL

Project was developed to assess mobility chokepoints, accessibility constraints, circulation, and opportunities to minimize cut-through traffic. As project engineer, developed travel sheds, delineating vehicular movement and conflict points with residential and commercial-front sidewalk facilities. Additional oversight included estimating annual average daily traffic (AADT) on each of the segments connecting the neighborhoods to SR-21/Blanding Blvd.

*Experience before working with EXP



Alyssa Goldberg

Policy & Process Analysis Lead

Transportation Planner with over 5 years of experience in multimodal and resiliency planning, as well as work order and grant management. Previous experience as the Lead Pedestrian-Bicycle Coordinator for the Palm Beach Transportation Planning Agency (TPA). Proficient in sustainable transportation planning, including corridor studies, transit, Complete Streets feasibility studies, and program technical assistance review (ERCs, Section 5310, and PBC Pathways Program). Well-versed in both municipal and MPO policies and processes with a plethora of experience in collaboration with stakeholders, partner agencies, and the public.

Education + Training

- BS, Urban and Regional Planning, Florida Atlantic University, 2017
- MS, Sustainable Transportation, University of Washington, 2022

Affiliations

Member, American Planning Association of Florida - Equity, Diversity, and Inclusion Committee

Experience

- Mobility Studies
- Transportation and Mobility Plan and Fee Studies
- Complete Streets Feasibility Studies
- Vision/Target Zero Initiatives
- Walking/Safety Audits
- Policy Analysis and Adoption
- Context Classification and Design Guidelines
- Target Zero Plans/Campaigns
- Regional Transportation Studies
- Transit-Oriented Development Studies
- Dashboards/Performance Measures
- Site Plan Reviews
- comprehensive Plan Updates

Project Experience

Miami-Dade Countywide Transportation Master Plan, Miami-Dade County, FL – In-House Project Manager. The Miami-Dade County Department of Transportation and Public Works (DTPW) is developing its first-ever Countywide Transportation Master Plan. This Transportation Master Plan will establish a clear vision and prioritization of projects for all transportation modes and networks within Miami-Dade County in the next 20 years while improving collaboration with internal County, municipal, and agency plans to cohesively program improvements for the transportation system. To enhance the planning process, EXP is assisting DTPW with In-House project management and public involvement support, acting as the liaison between DTPW and the Master Planning consultant team. To expedite the plan development process, the EXP team is also assisting DTPW's consultant team with leading the development of the future framework, modal plans, project prioritization and needs planning, and overall plan implementation.

FDOT District Six, NW 36th Street Multimodal Corridor Study, Miami-Dade County, FL – Transportation Planner. SR 948/NW 36th Street is an east-west corridor in Miami-Dade County, Florida. From SR 826/Palmetto Expressway to I-195/SR 112/Julia Tuttle Causeway, SR 948 is 8.626 miles long and traverses the cities of Virginia Gardens, Miami Springs, Hialeah, and Miami. The goal of this scope of services is to document the range and complexity of professional transportation planning and traffic engineering services required for the development and evaluation of multimodal improvements that address existing and future mobility, operational, social, economic, and safety needs along SR 948/NW 36th Street.

FDOT District Six, Freight Logistics and Passenger Operations Consultant, Miami-Dade, FL – Transportation Planner. This contract consists in providing professional technical personnel to perform services to support the Freight Logistics and Passenger Operations Unit (FLPO). Services shall include, but not be limited to multimodal plans and specifications reviews, technical reports/studies reviews, multimodal inspections, and reports, project site visits, multimodal inventories, Project Development and Environmental (PD&E) services, design services, and program administration assistance for Aviation, Intermodal, Seaport, Rail, and Freight projects in Miami-Dade and Monroe Counties. As part of this task, a Truck Parking Study was performed for Miami-Dade County. The objective of this scope of services is to provide direction for the future of Miami-Dade County's truck parking transportation system and advance the implementation of new truck parking facilities to combat the shortage of 10,195 intrastate and 1,825 interstate truck parking spaces. This plan is intended to determine and develop a project bank of feasible parcels that could be developed as truck parking facilities and proposes an implementation plan (including policies, supplemental actions, and technology advancements) to further the goal.



Leny Huaman, AICP

Equity Analysis Lead

Leny Huaman is a planner with a solid experience in transportation, land use, long range planning, economic development and GIS projects. Her ten years of experience in the government and private sector include long-range land use and transportation planning, strategic planning, environmental planning, grant management, redevelopment, and water and natural resources analysis. She is passionate and an active advocate for multimodal and equitable transportation.

Project Experience

Miami-Dade TPO, SMART STEP Tri-Rail Pedestrian and Bicycle Infrastructure Needs Evaluation and Recommendations, Miami-Dade County, FL. Transportation Planner. The Miami-Dade TPO Urban Mobility and Non-Urban Core Task Forces is facilitating interagency coordination, innovation, and accelerated implementation of pedestrian and bicycle improvement projects in Miami-Dade County to increase connectivity and enhance safety. Leny works on the evaluation and documentation of the pedestrian and bicycle infrastructure needs at the Golden Glades, Opa-Locka, Metrorail Transfer, Hialeah Market, and the Miami International Airport Tri-Rail station areas as part of the SMART Street Transportation Enhancements Program (STEP) countywide.

NW 67 Avenue Freight Intermodal Connector Analysis. Transportation Planner. The study for NW 67 Avenue is part of an evaluation of a roadway segment of the National Highway Freight Network. Leny is part of the effort to develop improvements that address existing and future operational, social, economic, and safety needs of this corridor that includes the cargo area of the Miami International Airport as well as the adjacent street network that encompasses parts of NW 36 Street, Perimeter Drive, and NW 25 Street. This intermodal connector analysis will also provide freight travel continuity to this critical regional system and a large industrial and trade area.

FDOT District Six, 36 Street Multimodal Corridor Study, Miami-Dade, FL. Transportation Planner. SR-948/NW-NE 36 Street is an east-west corridor in Miami-Dade County that goes from SR-826/Palmetto Expressway to I-195/SR-112/Julia Tuttle Causeway, and traverses the cities of Miami Springs, Hialeah, and Miami as well as the Village of Virginia Gardens. Jesús is assisting FDOT with the development and evaluation of multimodal improvements to address existing and future mobility, operational, social, economic, and safety needs along this corridor.

***FDOT District Six, Biennial Park and Ride Evaluation and Inventory. Senior Planner.** Conducted an inventory, physical inspection, and evaluation at 48 Park and Ride facilities in Miami-Dade and Monroe County (FDOT District Six), including the rate of utilization of all parking spaces and summarized inspection report. Led the team in developing a Facility Inspection and Inventory Forms and physical inspection at each facility during the daylight and evening hours. This inspection includes the facility's cleanliness, pavement condition and markings, signage, bicycle facilities, transit amenities, lighting, and any maintenance issues. An assessment was also conducted to determine facility utilization. The report included maps, charts, graphs and information about each Park-and-Ride facility.

Education + Training

- Masters of Science, Public Administration, University of Central Florida
- BS, Communication for Development, Pontificia Universidad Católica del Perú, 2011

Affiliations

American Institute of Certified Planners No. 34023

Experience

- American Planning Association – Broward Section at Large Member (2019-Present)
- American Planning Association – Ambassador (2017-2018)
- American Planning Association, Heart of Florida Chapter – Secretary (2017-2019)
- International Society of City and Regional Planners – Young Planning Professional Programme (2017)
- NASPAA Local Chapter of Pi Alpha Alpha with UCF School of Public Administration – Member (2015)
- International School of Urban Science University of Seoul (South Korea, 2014) Worked in collaboration with Seoul Metropolitan Government on comparative public administration case study

Publications

- "APA Ambassador Turns Students into Map Makers in Polk City, Florida," 2018 APA Blog



Michelle Simmons

Engagement and Collaboration Lead

Michelle Simmons is a public information and communications professional with over 20 years of experience, working in various aspects of communications and media within the numerous and diverse communities in South Florida. Ms. Simmons was the Public Involvement and Governmental Affairs Liaison for Miami-Dade Transit (MDT), where she was responsible for developing, implementing, and monitoring a public engagement program that supported the objectives and milestones for numerous notable transit related projects for both MDT and the Florida Department of Transportation (FDOT). While at MDT, Ms. Simmons also managed all the public involvement and outreach activities, which included public meetings, information sessions, design charrettes, municipal official briefings, and other special events. As a Senior Public Information Officer in the private sector, Ms. Simmons served as the lead on outreach programs for watermain, wastewater and stormwater projects on behalf of the Miami-Dade County Water and Sewer, the City of Miami Beach and the Village of Key Biscayne. In this capacity, Ms. Simmons provided grassroots outreach services on projects, mitigating the impacts of sea-level rise and infrastructure projects as federally mandated by the Miami-Dade County Consent Decree.

Education + Training

- B.A., Spanish, Winthrop College
- M.A., Spanish Language & Culture, Furman University

Project Experience

FDOT District Six - Public Communications Services for Miscellaneous Construction Projects in Monroe County. Ms. Simmons provides support as a Community Outreach Coordinator and assists the Project Manager on this contract. Ms. Simmons facilitates and participates in public meetings, attends progress meetings, reviews all project materials, and edits as needed while offering project support to the entire project team.

Miami-Dade County Transportation Planning Organization - SMART Plan Demonstration Project. Ms. Simmons serves as the Project Manager for the development of special publications on behalf of the Miami-Dade County TPO. She manages the development, QA/QC, and final design process for all project materials for this demonstration project.

Pinellas Suncoast Transit Authority - Community Bus Plan. – Public Engagement Specialist. EXP is leading the public engagement and community outreach for the Community Bus Plan, including the development and implementation of the Public Engagement Plan and assisting with the on-boarding surveys. This project will also include stakeholder engagement, in-reach training, and analytics reporting.

Miami-Dade Department of Transportation and Public Works, Reconnecting Communities Pilot Discretionary Grant Application, Miami-Dade County, FL. The USDOT published a Notice of Funding Opportunity (NOFO) in grant funding as part of the Reconnecting Communities Pilot (RCP) program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure. Assistance was provided to the Miami-Dade County Department of Transportation and Public Works to seek funding for preparing an equitable TOD Master Plan for two SMART Plan - North Transit Corridor stations (Dr. MLK Jr Plaza and Unity). These efforts aim to perform an Economic and Affordable Housing Market Analysis, develop a Water and Wastewater Capacity Analysis Technical Memo, perform an Analysis and prepare a Bicycle and Pedestrian Facilities Plan, as well as develop a Community Partnership and Stakeholder Involvement Plan, an Economic Development Targeted Analysis, and an equitable TOD Report and Master Plan while preparing Station Area Urban Design Guidelines.

City of Doral – 2022 Master Plan Update Assistant Community Outreach Specialist, Miami-Dade County, FL. Ms. Simmons serves as the Community Outreach Specialist for this municipal transportation master plan. Her duties include assisting with the planning and execution of hybrid public meetings, the facilitation of focus groups, and staffing experiential outreach events. Ms. Simmons works with the city staff on grassroots outreach activities such as the distribution of flyers to businesses. She develops content for social media posts and the website project page. Ms. Simmons also oversees the collection and recording of feedback from stakeholders.

Plan Hillsborough General Planning Services – Community Outreach Specialist. EXP has been providing General Planning Services to Plan Hillsborough, including the following activities: public outreach, strategic planning, community planning, facilitation, master planning, planning, and zoning reviews, preparation of applications for planning grants, videos, graphics, presentations for public meetings, development and implementation of hybrid public workshops, and preparation of any technical documents to support the staff as requested.



Crystel Villafranca

GIS & Visualization Lead

Ms. Villafranca is a creative and detailed planner and visualization specialist with experience in transportation planning, mobility Master Plans, modal development, and freight studies. Her background in architecture gives her the ability to produce high-end graphics, multimodal visualizations, safety designs, 3D visualizations, and innovative modeling solutions. She has in-depth understanding of ArcGIS's functionality and can leverage its powerful features to analyze spatial data, create maps, and conduct geographic research with precision and efficiency. Ms. Villafranca has also employed Artificial Intelligence (AI) in combination with machine learning in sea level rise prediction models and sketch tools to help visualize the effects of sea level rise.

Education + Training

- Bachelor of Architecture, Florida Atlantic University, 2022
- Associate of Arts, Broward College, 2017

Affiliations + Memberships

- American Planning Association of Florida, Member
- American Institute of Architects, Associate Member

Project Experience

Miami-Dade Department of Transportation and Public Works, Miami-Dade Countywide Transportation Master Plan - In-House Support, Miami-Dade County, FL. The Miami-Dade County Department of Transportation and Public Works (DTPW) is developing their first ever Countywide Transportation Master Plan. This Transportation Master Plan will establish a clear vision and prioritization of projects for all transportation modes and networks within Miami-Dade County in the next 20 years, while improving collaboration with internal County, municipal, and agency plans to cohesively program improvements for the transportation system. To expedite the plan development process, the EXP team is also assisting DTPW's consultant team with leading the development of the future framework, modal plans, project prioritization and needs planning, and overall plan implementation.

Miami-Dade Department of Transportation and Public Works, Reconnecting Communities Pilot Discretionary Grant Application, Miami-Dade County, FL. The USDOT published a Notice of Funding Opportunity (NOFO) in grant funding as part of the Reconnecting Communities Pilot (RCP) program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure. Assistance was provided to Miami-Dade County Department of Transportation and Public Works to seek funding for preparing an equitable TOD Master Plan for two SMART Plan - North Transit Corridor stations (Dr. MLK Jr Plaza and Unity). These efforts aim to perform an Economic and Affordable Housing Market Analysis, develop a Water and Wastewater Capacity Analysis Technical Memo, perform an Analysis and preparing a Bicycle and Pedestrian Facilities Plan, as well as develop a Community Partnership and Stakeholder Involvement Plan, an Economic Development Targeted Analysis, and an equitable TOD Report and Master Plan, while preparing Station Area Urban Design Guidelines.

FDOT District Six, NW 36 Street Multimodal Corridor Study, Miami-Dade County, FL -Transportation Planner/Graphic Designer. SR 948/NW 36th Street is an east-west corridor in Miami-Dade County, Florida. From SR 826/Palmetto Expressway to 195/SR 112/Julia Tuttle Causeway, SR-948 is 8.626 miles long and traverses the cities of Virginia Gardens, Miami Springs, Hialeah, and Miami. The goal of this scope of services is to document the range and complexity of professional transportation planning and traffic engineering services required for the development and evaluation of multimodal improvements that address existing and future mobility, operational, social, economic, and safety needs.



Uyen Dang, PE

Safety Analysis Support
Years of Experience: 18+
Years with DDEC: 2+



CERTIFICATIONS

Certification

Florida PE LIC. #73944

EDUCATION

Civil Engineering

University of South Florida
Tampa, Florida

EXPERTISE

Transportation	100%
Policies and Compliance	100%
Traffic Safety	100%
Mobility Planning	100%
Safety	100%
Grant Writing/ Management	100%

Technical Qualifications:

- Leadership NACTO 2018
- Founder Mobility Cohort
- NACTO National Standards Working Group
- Palm Beach TPA -Chair of the Palm Beach TPA Citizen Advisory Committee
- Palm Beach TPA - Vice Chair Board Member for Transportation Disadvantage Local Coordination Board
- NCUTCD Council Member - NACTO Delegation
- NCUTCD Markings Committee
- NCUTCD Technical Committee - Pedestrian and Advisory Bike Lane

WORK EXPERIENCE

Uyen Dang is a professional engineer with over 18-year experience in transportation, streetscape, and livable communities. She was the City Traffic Engineer for the West Palm Beach and oversaw all transportation elements including transformative projects such as the Clematis Street Streetscape project and the Reimagine of Rosemary Square. She led in the City's adoption of the City's multimodal transportation program including the WPB Bicycle Masterplan, Vision Zero program, smart parking technology and the micromobility program.

In 2017, Uyen helped define the term "Mobility" through a range of transportation planning efforts such as the WPB Mobility Study, Downtown Parking Study, the Okeechobee Corridor Study, and the proposed ITC Mobility Hub. She provided leadership in securing over \$50M federal grants and established a transportation capital improvement program of over \$150M of roadway infrastructure improvements through the City's Public Works Bond and the 1% Sales Tax Referendum. She is part of Leadership NACTO, serves as chair of the Palm Beach TPA Citizen Advisory Committee, board member of the Palm Beach Transportation Disadvantaged LCB, and a delegate of the NCUTCD.

General Qualifications:

- Engineering: 18 Years
- Grant Management: 12 Years
- Project Management: 12 Years
- Program Development and Policies: 10 Years
- Florida PE #73944

Projects Qualifications:

- Pilot Projects Completed: 4
 - Pop-up Bike Lane Pilot Project
 - Intersection Repair Tactical Urbanism
 - COVID19 Open Streets Pilot/Policy
 - Smart Parking Pilot Program
- Grants: 10+ and over \$60M secured
- Overhauled Parking Policy and Increased Parking Rates
- More than 5 Multimodal/Mobility Study
- Constructed more than 10 Miles of Bike Lanes as the Engineer of Record
- Developed concept for Mobility Hubs

Project Experience

- West Palm Beach Mobility Plan (Completed 2018)
- West Palm Beach Transit Expansion Plan (Completed 2018)
- West Palm Beach Parking TDM Plan (Completed 2018)
- West Palm Beach Bicycle Masterplan (Completed 2018)
- City of Saint Augustine Mobility Plan and Fee (Completed 2021)
- City of Atlantic Beach Complete Street Corridor Plan (Completed 2021)
- Town of Lake Park Mobility Plan and Fee (Completed 2022)
- Town of Orange Park Complete Street Planning (Completed 2022)
- West Palm Beach CRA Grant Services (Completed 2022)
- City of Port Saint Lucie Mobility Plan (On Going)
- City of Longwood Mobility Plan and Fee (On Going)
- West Palm Beach Grant Services (On Going)
- Martin County CRA Planning (On Going)
- City of Tamarac Multimodal Study (On Going)
- City of Cape Coral CRA Parking Study (On Going)
- City of Saint Augustine Mobility Pilot and Curb Management (On Going)
- West Palm Beach CRA Strategic Plan (Upcoming)
- West Palm Beach General Engineering Services (On Going)
- West Palm Beach Utilities General Engineering Services (On Going)



Devin Hampton

GIS and Visualization Support

Years of Experience: 4+

Years with DDEC: 2+



EDUCATION

Marketing

Palm Beach State
Boca Raton, FL

Visual Arts

International University
of Arts and Design
Miami, FL

EXPERTISE



SKILLS

- GIS
- Urban Design
- Mobility Planning
- Communications
- Equity Analysis
- Data Collection

WORK EXPERIENCE

Devin Hampton is a dedicated GIS planner with a strong focus on equity and mobility, and she has an impressive track record of supporting grant projects through extensive research, strategic planning, and community engagement. With a deep understanding of grants and their impact on communities, Devin utilizes her expertise in data analysis and GIS tools to provide valuable insights for grant applications and project implementation. She is adept at conducting thorough research, identifying funding opportunities, and developing comprehensive grant proposals. Additionally, Devin excels in engaging with stakeholders and community members, ensuring their voices are heard and integrated into the planning process. Her collaborative approach, combined with her exceptional communication skills, allows her to build meaningful relationships with project partners and stakeholders. Devin helped develop City of West Palm Beach railway safety and road safety initiatives.

Town of Lake Park Mobility Study

Lake Park, Florida

Devin created the communications strategy to engage residents through the development of the Mobility Cohort website. As part of this project, she created print media, social media and survey residents through different community engagement meetings. As part of the data collection, she will analyze the survey to be presented to the Town Council.

Tamarac Multimodal Study

Tamarac, Florida

Devin served as the project lead for all communications strategy including the development of a public engagement plan for print media and social media. She developed an interactive map using GIS and oversees the development of movetamarac.com.

rideWPB Transit Plan

West Palm Beach, Florida

Devin provides GIS analysis including an online survey and an interactive map on the existing fixed route system and developed a zone-based strategy for on-demand services. The stopgap plan aims to connect different parts of the transit operation to the surrounding areas of downtown West Palm Beach. This plan was implemented to improve transportation connectivity for commuters and residents alike. Devin's contribution in creating data models for the project helped in identifying potential routes, modes of transportation, and key locations for transit connectivity.

Cape Coral Parking Study

Cape Coral, Florida

During a parking study in the city of Cape Coral, Devin was instrumental in developing, managing, and maintaining GIS databases, mapping tools, and datasets for the project. Her proficiency in conducting spatial analyses and creating GIS maps and visualizations were indispensable to the transportation engineering and planning teams involved in the project. Her work enabled her to offer insights and suggestions to enhance parking accessibility in the city, which has significantly improved the quality of life for both residents and visitors.



Jason Kahrim



Progress and Transparency Support

Years of Experience: 25+

Years with DDEC: 1<

EDUCATION

Business Administration in
Marketing and
Management

Florida Atlantic University

EXPERTISE

Digital Marketing	85%
Search Engine Optimization	100%
Website Development	90%
Website Analytics	85%
Digital Engagement	95%
Project Management	100%

SKILLS

- Search Engine Marketing (SEM)
- Social Media Optimization (SMO)
- Remarketing Campaigns
- Content Writing
- Brand Development
- Affiliate and Partner Relations
- Performance-Based Marketing
- Business Consulting
- Content Management

WORK EXPERIENCE

Jason, a seasoned professional, excels in digital content development and consistently delivers exceptional products and services. His expertise acts as a bridge between government communication nuances and modern media connectivity, enabling clients to outshine competitors and achieve their objectives. Jason specializes in crafting strategic solutions that effectively engage target audiences, covering various digital domains like digital marketing strategies, SEO, SEM, SMO, website development, and thoughtfully planned remarketing campaigns. He creates compelling content, analyzes website data for optimization, and has a remarkable talent for brand development. Furthermore, Jason cultivates robust affiliate and partner relations, ensuring fruitful collaborations. His performance-based marketing strategies guarantee tangible results, and he navigates website planning, e-commerce solutions, and content management with ease. Jason's project management skills ensure precise and efficient execution across all ventures.

South Cape CRA Parking Study

Cape Coral, Florida

Jason assumed a leadership role in overseeing the branding and visual elements of the City of Tamarac Multimodal Study's project website. Jason guided a dynamic team entrusted with various essential tasks, including creating and conducting online surveys, developing an engaging and interactive website, crafting compelling social media content, and skillfully coordinating multiple public meetings and presentations. This coordinated effort ensured a smooth and effective approach to the study's outreach and communication strategies, ultimately enhancing community engagement and fostering a deeper understanding of the city's multimodal infrastructure.

Stopgap Plan - RideWPB.com

West Palm Beach, Florida

Jason's expertise in digital content development has led to the creation of RideWPB, a pioneering platform that effectively bridges the gap between government communication and modern digital media connectivity. His commitment to excellence is evident through his strategic approach to digital marketing, website development, content creation, and brand management, consistently propelling RideWPB ahead of its competitors. Jason's proficiency in performance-based marketing and his adept project management skills have played a pivotal role in RideWPB's success, positioning it as an industry leader that consistently delivers impactful results.

Tamarac Multimodal Study - MoveTamarac.com

Tamarac, Florida

Jason assumed a leadership role in overseeing the branding and visual elements of the City of Tamarac Multimodal Study's project website. Jason guided a dynamic team entrusted with various essential tasks, including creating and conducting online surveys, developing an engaging and interactive website, crafting compelling social media content, and skillfully coordinating multiple public meetings and presentations. This coordinated effort ensured a smooth and effective approach to the study's outreach and communication strategies, ultimately enhancing community engagement and fostering a deeper understanding of the city's multimodal infrastructure.



Orlando Toro

GIS and Visualization Support

Years of Experience: 18
Years with DDEC: 2+



EDUCATION

Computer Science

Instituto Universitario de Tecnologia
Antonio Jose De Sucre

EXPERTISE

3D Visualization	100%
Urban Design	100%
Bike/ped	90%
Wayfinding	85%
Web Design	95%
Media	100%

SKILLS

- 3D Rendering
- UX/UI Design
- Architectural Design
- Branding
- Visualization
- Concept Design

AWARDS AND PUBLICATIONS

- a.2X Editor's Choice – evermotion.org
- b.2X -Cgsociety.org
- c.3X cg-node.com
- SketchUp 2014 for Architectural Visualization

WORK EXPERIENCE

City of West Palm Beach ReConnecting Communities Building Bridges West Palm Beach, Florida

Orlando developed the branding package for Building Bridges and conceptual design for 7th St. multimodal bridge to connect the Historic Northwest Neighborhood over the FEC railroad to the newly planned NORA District, as well as the micromobility hub and public space design to provide basic amenities for the adjacent community. Orlando served as the creative lead and visual designer for the bridge and program designer for the micromobility hub at the base of the bridge. This concept was utilized for the overall application to the City's RCE and RCP planning grant application.

WPB on the RISE RAISE Grant Application West Palm Beach, Florida

In the WPB on the RISE RAISE Grant Application for West Palm Beach, Florida, Orlando took on the role of lead designer, grant researcher, and branding specialist to enhance the re-application. By leveraging our expertise, we aimed to optimize the project's visual appeal, conduct thorough research on grant requirements, and establish a compelling brand identity to increase the application's chances of success.

Parker Avenue Complete Streets (LAP) West Palm Beach, Florida

Orlando serves as the creative lead in the redesign of the Parker Ave. Rehabilitation Project. Orlando developed concepts to define the purpose and need for active transportation along Parker Ave., from Forest Hill Blvd. to Nottingham Blvd. The project consisted of total reconstruction of the City's multimodal network connection from Forest Hill Blvd. to Southern Blvd. to provide Complete Streets. The project will connect Forest Hill Community High School, Dreher Park, Hillcrest Memorial Park, Palmetto Elementary School and local businesses at the intersection of Southern Blvd. and Parker Ave.

Spruce Avenue Phase 2 Grant Application (LAP) West Palm Beach, Florida

Orlando helped developed maps, project exhibits, research, draft support letters and other documentations needed to facilitate the City's grant application to the Palm Beach Transportation Planning Agency.

7th Street Grant Application (LAP) West Palm Beach, Florida

Orlando helped developed maps, project exhibits, research, draft support letters and other documentations needed to facilitate the City's grant application to the Palm Beach Transportation Planning Agency.



Kathleen Walter

Engagement and Collaboration Support

Years of Experience: 25+

Years with DDEC: 1<

EDUCATION

Master of Arts

Political Science, Florida
Atlantic University (2012)

Bachelor of Arts

English Language &
Literature, Smith
College (1996)

EXPERTISE

Grant Writing	85%
Marketing	100%
Public Relations	90%
Event Management	85%
Budget Development	95%
Press Releases	100%

SKILLS

- FEMA Advanced PIO
- Lean Six Sigma Yellow Belt
- FAU College of Business Certificate in Digital Marketing
- FAU College of Business Kathleen W. Brush Women in Executive Leadership
- PRSA Accreditation (Anticipated)
- Emmy Award Nomination
- Associated Press Best Newscast Award
- Edward R. Murrow Best Newscast Award
- Gold Coast PR Council Best Campaign
- Alachua County Beach STAR Award
- Languages studied: Spanish, French, German, and Latin
- Over 20 FEMA Emergency Management Institute Certifications
- Safety Council of Palm Beach County Award for Road Safety Communications

WORK EXPERIENCE

With a career spanning over 25 years in the realm of communications, public relations, and marketing, Kathleen Walter stands as a respected professional renowned for her unwavering commitment to advancing the interests of engineering firms and local governments. Her journey in the world of strategic communication is underpinned by an award-winning background as a media correspondent, complemented by her adeptness in both traditional and digital public relations strategies. Kathleen Walter is celebrated for her ability to synthesize complex information into compelling narratives that captivate audiences, solidify reputations, and foster lasting relationships.

West Palm Beach Vision Zero Policy

West Palm Beach, FL

Kathleen led the West Palm Beach Vision Zero communications strategy and project programs, including more than 50 organized events. Kathleen managed media output and other marketing needs for the project. She helped design the project logo and marketing materials. With the adoption of the Vision Zero policy in 2018, the City was able to reduce crashes in target corridors by over 20% in the first year. She provided leadership of many engagement events and supported the development of a strategic speed bump program, sidewalk program, and citywide lighting program. The City was also awarded with enforcement grants to supplement the Police Department in their efforts to reduce traffic crashes.

West Palm Beach Quiet Zones

West Palm Beach, FL

Kathleen led the West Palm Beach Brightline and Quiet Zones communications strategy. The City developed a strategy for supplement safety improvements and the See Tracks? Think Train safety campaign. The program maximizes existing City Resources, including communications, engagement staff, and messaging platforms (i.e. Community Engagement, Neighborhoods First/Neighborhood Services, Volunteer Services, TV, media relations, digital communications, executive communications) with fun and engaging content. The campaign highlights the intensity of the rail environment and how poor and risky choices can lead to fatal consequences. The goal is to elicit behavior changes by influencing users to make more informed safer choices.

Clematis Street Improvements

West Palm Beach, FL

Kathleen led all communications for the Clematis Streetscape project, between Flagler Drive and Sapodilla Avenue. While reducing more than 50% of parking spaces, Kathleen coordinated all public engagement activities, shaped positive and informative messaging, and cultivated media opportunities for this major reconstruction project. She worked with the WPB DDA to develop a program for adjacent business owners that were displaced during construction and provided digital marketing, print marketing and other communications support to the project. The design features a paver-covered, curbless street with narrowed travel lanes, premium paver sidewalks, permeable paver parking spaces, custom-designed seating areas, and a landscape featuring large live oaks to provide shade for pedestrians.

Camron Bridgford, AICP

Policy and Process Analysis Support



Trained as a city planner with a professional history in public and non-profit management, Camron seeks to build more equitable, livable cities through urban policy and planning, strategic communications, fund development, and stakeholder and partnership engagement. Working with Cityfi, Camron has brought her urban planning lens to her role as a strategic advisor and project manager for numerous endeavors within the arenas of civic innovation, transportation and mobility, smart cities, and urban resilience.

Prior to Cityfi, Camron worked for Denver Public Library as an administrative officer directing resource development through fundraising, partnership building, and process innovation. Prior, she served as a managing associate in fundraising and grants management for Joining Vision and Action, a public sector consulting firm and incubator focused on social and community change, where she led a ten-member team that raised more than \$75 million for non-profit and government clients. Camron has also served as a freelance journalist and contributor to research related to community-led sustainability efforts; environmental disaster recovery; accessory dwelling units; sidewalk infrastructure; environmental justice and 'green' gentrification; and K-12 transportation innovation. Camron holds a master's degree in urban and regional planning from the University of Colorado, where she graduated top of her class.

EDUCATION

University of Colorado, M Urban & Regional Planning,
BS Journalism, BA Art History, Minor Political Science

RECOGNITION

Master of Urban and Regional Planning Outstanding
Graduate, University of Colorado
Urban Land Institute Etkin Johnson Scholar Women in
Transportation's Diane Woodend Jones Leadership
Legacy Scholarship

AFFILIATIONS

American Institute of Certified Planners
Downtown Denver Partnership Leadership Program,
Graduate

Select Experience

CITY OF MINNEAPOLIS

Served as a strategic advisor and project manager for the City of Minneapolis' Department of Public Works to develop a curbside management policy; update their complete streets policy; review and make strategic recommendations for their draft Transportation Action Plan; and work with department leadership on ad hoc advisory services, including developing a curbside management workshop series and working groups framework.

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

Served as a project manager and strategic advisor to DTPW to create a 5-10-year department strategic plan, two-year action agenda, and strategic communications marketing plan.

CITY OF AURORA, COLORADO

Served as project manager and strategic advisor to develop an Aurora Smart City Playbook and Toolkit, which included a five-year vision, two-year action strategy, and ancillary frameworks to support the Strategy's implementation, including a governance model, communications strategy, and recommendations around security, financing, and policy.

CITY AND COUNTY OF DENVER

Provided strategic advisory services to envision a mobility hub system guiding framework and reimagined public space amenities and transit advertising program, as well as offered strategic guidance to the department's COVID-19 Mobility Task Force. In 2018-2019, served as project manager for the Denver Smart City Strategy, which focused on a five-year strategy, two-year action plan, and recommendations for a policy and governance model to guide the integration of technology and innovation within the city.

Karla Aurea Peralta Paredes

Equity Analysis Support

Karla is a Senior Associate at Cityfi based in Miami, FL. An architect and urban planner by training with extensive experience in urban planning and policy design with a keen understanding of urban issues, policy challenges, and urban development trends. Built specialization in stimulating environmental sustainability, social inclusion, and economic development in collaboration with public and private sectors.

Prior to Cityfi, Karla worked for UN-Habitat as an urban planner consultant collaborating in the elaboration of city strategies with a planning horizon to the year 2030 taking into account the 17 Sustainable Development Goals. Design and implement methodologies for participatory workshops aimed at including community inputs in strategies at the global level as well as implementing tactical urbanism interventions at the local level. Karla has also served as a Project manager in City & Territory Planning IDOM Consulting, Engineering, Architecture leading the elaboration of studies of climate change, natural risks, and urban growth for the Emerging and Sustainable Cities Program in collaboration with Inter-American Development Bank for the City of Hermosillo, Mexico. Participated in the elaboration of the Official Assessment Document for the Pre-Feasibility Study for the Special Economic Zones in partnership with the National Bank for Public Works and Services of Mexico. Karla has also collaborated with the Office of Deputy Mayor for Urban Planning, Green Areas, and Agriculture in the municipality of Milan, Italy in the implementation of tactical urbanism interventions.

EDUCATION

Polytechnic University of Milan, MSc in Urban Planning and Policy Design
Monterrey Institute of Technology and Higher Education, Bachelor's Degree in Architecture

CERTIFICATIONS

Real Estate Finance Certificate. Autonomous Technological Institute of Mexico



Select Experience



MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Led stakeholder engagement and reviewed contributing documents to develop an outcome-oriented near-term action agenda to build public trust and transparency in the implementation of transportation and public works improvements in Miami-Dade County. Developed performance measures and targets and aligned actions with adopted goals for climate, equity, and safety. Moreover, Karla is working on the development of the Department's Strategy Plan for the next 10 years.

WEST PALM BEACH DOWNTOWN (PALM BEACH TPA) -

Workshop facilitator with key stakeholders of West Palm Beach. Identified key issues, concerns, opportunities, and strategies to support continued economic growth while addressing critical concerns such as affordable housing, sustainable and equitable transportation choices, and resiliency in a changing climate.

CITY OF OMAHA VISION ZERO ACTION PLAN

Karla spearheaded a policies and processes landscape to facilitate the development of the City of Omaha's Vision Zero Action Plan (VZAP). In addition, she identified best practices, subsequently curating a comprehensive toolbox of countermeasures, accompanied by a set of recommendations essential for the successful integration of safety measures within the VZAP framework.

UN-HABITAT (UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME)

of San Nicolas de los Garza (Mexico) with a 10-year planning horizon. She designed and implemented methodologies for participatory workshops aimed at including community inputs in strategies at the global level as well as implementing tactical urbanism interventions at the local level. She also formulated plans and toolkits for the implementation of tactical-level urbanism interventions in San Nicolas de los Garza.

Karina Ricks

Progress and Transparency Lead

Karina Ricks is a Partner at Cityfi where she brings together companies, agencies, and communities in collaborations that advance core values of equity, safety, climate preservation, and economic growth. Karina has broad experience across the public and private sectors, both in the U.S. and abroad. Her expertise spans and integrates transportation and mobility, physical and digital infrastructure, systems and data, land use planning and urban design, and community and economic development.

Previous to joining Cityfi, Karina served as Associate Administrator for Innovation, Research and Demonstration at the Federal Transit Administration of USDOT. There, Karina crafted new initiatives to pilot universal basic mobility, develop open interoperability specifications for transit data systems, and holistically plan and improve transit, pedestrian, and bicycle intermodality. While with the City of Pittsburgh, Karina established and led the Department of Mobility and Infrastructure launching the nation's first Mobility as a Service system (MovePGH) and associated Guaranteed Basic Mobility program. As a leader in Washington, DC's District Department of Transportation she modernized systems to manage the public rights of way, conduct transportation planning, ensure broad-based public engagement, and incorporate new mobility services. Karina's private sector experience includes telecommunications, transportation electrification, intelligent transportation systems, and strategic planning for organizations and networks. Karina is a strong proponent of authentic collaboration, human-centered design, entrepreneurial thinking, and embracing pilots and testbeds as critical accelerators to advance innovation that serves community needs and values.

EDUCATION

Fulbright Scholar - Riga, Latvia

Master of City and Regional Planning, Cornell University

Bachelor of Arts - Justice, Morality and Constitutional Democracy, Michigan State University



Select Experience

FEDERAL TRANSIT ADMINISTRATION, US DOT

Karina served as Associate Administrator for Innovation, Research, and Demonstration. She led the agency in pursuing an audacious reimagining that extended far beyond traditional transit to embrace public transportation and mobility in all its forms; advancing emerging shared mobility, transit automation, transit electrification (decarbonization), integrated data and mobility systems, and advanced research and development.

DEPARTMENT OF MOBILITY AND INFRASTRUCTURE, PITTSBURGH, PA

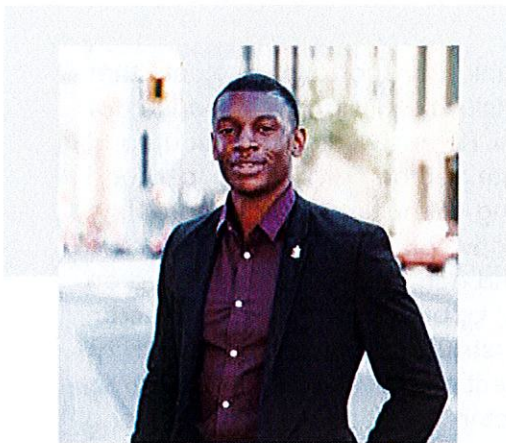
As founding Director of Mobility and Infrastructure, Karina was responsible for negotiating the development of the new department - reorganizing staff and responsibilities from two other city departments and drafting a new organizational charter. Karina liaised closely with local, state, and national elected officials and developed close partnerships with community organizations and local and national business interests. Karina established Pittsburgh as a premier testbed for mobility innovations of national significance including smart signal systems, autonomous vehicle policies, bike+ infrastructure and Vision Zero safety improvements, Mobility as a Service, and the nation's first Guaranteed Basic Mobility demonstration, among other initiatives.

NELSON\NYGAARD WASHINGTON, DC

CONSULTING

ASSOCIATES,

As Principal and Multimodal Sector Lead, Karina worked with communities across the country and internationally to develop and implement sustainable transportation plans, policies, and services. Projects included nationally recognized street design manuals, innovative funding strategies to implement emerging mobility pilots, strategic action agendas and vision plans, and stakeholder convenings.



Isaac Pinckney

Dashboard Development Lead

Mr. Pinckney is an urban planner with experience in multimodal transportation planning, including transit alternative analysis, pedestrian accessibility and ADA compliance, freight rail work, and engineering. He possesses the necessary tools and will it take to assist and lead projects when granted the opportunity. His strengths include maintaining structure for projects with many moving parts, communicating effectively with a diverse group of stakeholders, and finding creative solutions for age-old problems. Outstanding learning and coordination skills have helped Mr. Pinckney provide excellent service throughout his career.

Education + Training

- BS, Urban and Regional Planning, Florida Atlantic University, 2017

Certifications

- FAA UAV Drone Certification #4326140
- CSX Roadway Worker Protection Contractor Safety
- SFRTA Contractor Safety Training
- Federal Transit Administration's Transit Bus System Safety Certificate

Software

- GIS
- Sketch Up Pro
- Adobe Suite

Project Experience

Miami-Dade Vision Zero Program Implementation, Miami-Dade County, FL – Planner. Consor is assisting the Department of Transportation and Infrastructure (DTPW) through the creation, development, and management of their Vision Zero program that aims at eliminating traffic fatalities and serious injuries by 2040. Consor is guiding DTPW leadership to establish, implement, and document Vision Zero and other safety-oriented transportation-related priorities, long-term strategic planning, and short-term initiatives. We assist with the analysis, and synthesis of data such as fatal and severe traffic collision data, systemic safety trends, and demographic data to identify, prioritize, communicate, and advocate for safety projects and needs.

FDOT District Six, SR 934 (NW/NE 79 Street) PD&E Corridor Study – Transportation Planner. Mr. Pinckney served as an engineering technician on this project that included a review and analysis of current transit conditions, historical ridership, passenger delay, automatic passenger counts, future transit plans, and existing infrastructure to determine current and transit alternatives and recommendations. Passenger and signal delay data for key routes, bus stop inventory, and cursory review of ADA compliance at bus stops was collected. A detailed assessment of existing bus stops for design and ADA compliance and other operational improvements to improve accessibility and mobility in project corridor was also completed.

FDOT District 4, Intracoastal Waterway Bridge Pedestrian and Bicycle Improvement Prioritization. – Transportation Planner. Mr. Pinckney assisted with the development of methodology to prioritize bridges for improvements based on the presence of pedestrian and bicycle facilities, vehicle and pedestrian volumes (exposure), and posted speed limits. Development of a list of potential improvements for consideration for short-term (markings and signs) and long-term (require structural review) was required. The project included extensive coordination with District Four ICWW Operations, Planning, and Design to adopt and program short-term improvements on several bridges and propose a more detailed feasibility reviews for numerous bridges for improvements that required significant structural changes and cost to implement (i.e., widening for bike lanes).

ADA Improvements at Various Cities – Transportation Planner. Mr. Pinckney worked on multiple projects pertaining to ADA compliance, including the City of Doral's ADA Transition Plan, the City of Fort Lauderdale's ADA Project, and, most recently, with Maryland Transit Authority (MTA). The City of Doral Parks ADA Transition Plan was a response to the City's lack of accessibility at nine parks. Barriers were identified and prioritized, and recommendations were made for barrier removal and development of citywide parks to bring the City into compliance. Work with the City of Fort Lauderdale required Mr. Pinckney to evaluate 15 locations proposed bus stop and transit shelter locations. In addition to the 15 preselected locations, 10 sites were also identified and assessed for future bus stop infrastructure.



**FABIÁN DE LA
ESPRIELLA, AICP**

Fabián has experience in urban design and livable transportation projects that create community supported, context-sensitive design solutions for redeveloping suburban and urban environments. He has worked on unique and relevant projects in both the public and private sectors, giving him a broad understanding of the planning and programming of multimodal and complete streets programs and the implementation of creative placemaking strategies. He has led or collaborated on projects in Florida and across the country. Based on his integrated land use and transportation approach to design, Fabián understands pedestrian issues and walkability, street design and connectivity, traffic calming, placemaking, urban redevelopment and revitalization, and transit station area design and planning. As a project manager with a design and planning background, Fabián is interested in advancing initiatives to make cities better places to live.

Education

MA, Urban &
Regional Planning,
University of Florida

BS, Architecture,
Pontificia
Universidad
Javeriana

Years of Experience

19

Licenses

American Institute of
Certified Planners,
2013. No. 026021

Awards

President's Award for
the Downtown
Orlando Venues
Master Plan; 2008;
Florida
Redevelopment
Association

FLASLA Award of
Excellence for
Biscayne Green;
2017; American
Society of
Landscape
Architects Florida
Chapter

INTEGRATED LAND USE & TRANSPORTATION

Fabián has managed or played a key role in the development of studies focused on creating frameworks that integrate land use, urban design, and transportation interventions with policy and market realities. These efforts often result in establishing an urban design direction and clear transportation objectives. Projects range from downtown visioning plans to neighborhood traffic calming strategies.

COMMUNITY ENGAGEMENT AND DESIGN WORKSHOPS

Fabián is often invited to facilitate and develop programs for engaging community members, public officials and staff, and industry professionals for the purposes of reaching informed consensus on planning and design initiatives. Activities often include facilitated walking audits, workshops, public meetings, or outreach strategies for entire projects. He has coordinated and facilitated charrettes/workshops, conducted one-on-one interviews, and applied both hand-drawn graphics and digital media to effectively engage community members in communicating ideas, input, and discussion.

LIVABLE TRANSPORTATION & COMPLETE STREETS

Fabián has been involved in several Complete Streets projects for a variety of agencies and state transportation departments in Florida and New Jersey, among others. These projects focused on developing multi-modal context-sensitive solutions that support community goals, cater to the access and mobility needs of all users, and are financially and economically sound. Fabián led between 2016-2017 the concept development and implementation of a Complete Streets pilot project featuring the first bus-only lane and dedicated bicycle lane in Downtown Miami. Miami ranks among the top metropolitan areas with the highest pedestrian and bicycle crash rates in the country, underscoring a critical need to allow people more transportation choices. This project repurposed a downtown corridor into a multimodal street that provides transit priority and expands mobility choices to all street users. He recently also developed Complete Streets concept alternatives for NW 9th and NW 7th Avenues in Fort Lauderdale and for Atlantic Shores Blvd in Hallandale Beach.

Staff Certifications



Rob DeFuria, Governor
Melaine S. Griffin, Secretary

STATE OF FLORIDA

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FORT LAUDERDALE, FL 33312

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This certificate hereby certifies

Ivan Jimenez Urena

is a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct

Certified Planner Number: 15158

Joe Albizo
Chief Executive Officer

Karen A. Wolf
President

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LICENSEE DETAILS

Licensee Information

Name: JIMENEZ URENA, IVAN (Primary Name)
Main Address: 14035 SW 57TH TERRACE
MIAMI, Florida 33183
County: DADE

License Information

License Type: Engineering Intern
Rank: Eng Intern
License Number: 1100020525
Status: Current
License Date: 03/14/2017
Expires:

Special Qualifications

Qualification Effective

Alternate Names

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LICENSEE DETAILS

Licensee Information

Name: CLAVELL, JOSE E. (Primary Name)
Main Address: 9737 NW 41ST STREET #404
DORAL, Florida 33178
County: DADE

License Information

License Type: Professional Engineer
Rank: Prof Engineer
License Number: 66759
Status: Current/Active
License Date: 07/23/2007
Expires: 02/28/2025

Special Qualifications

Qualification Effective

Civil 07/23/2007

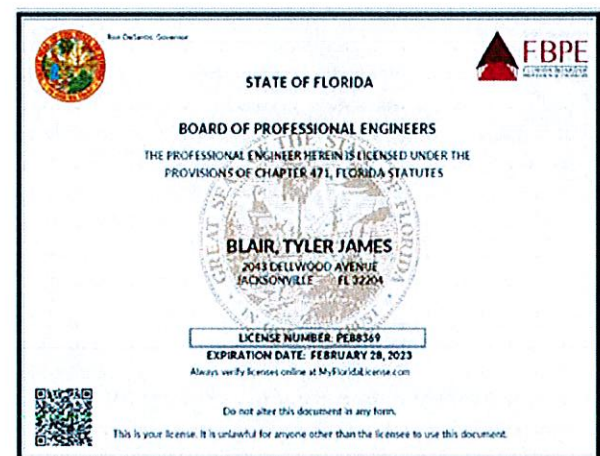
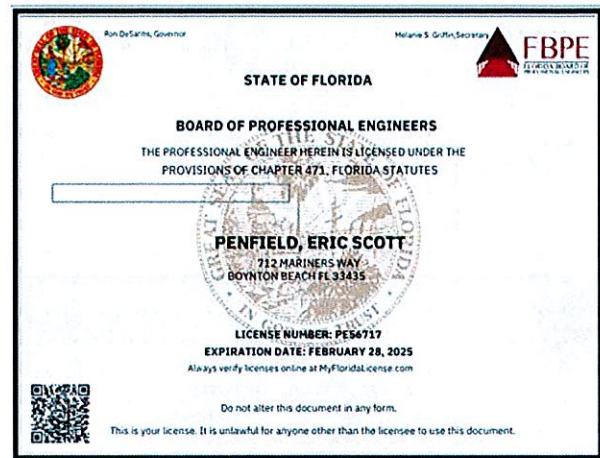
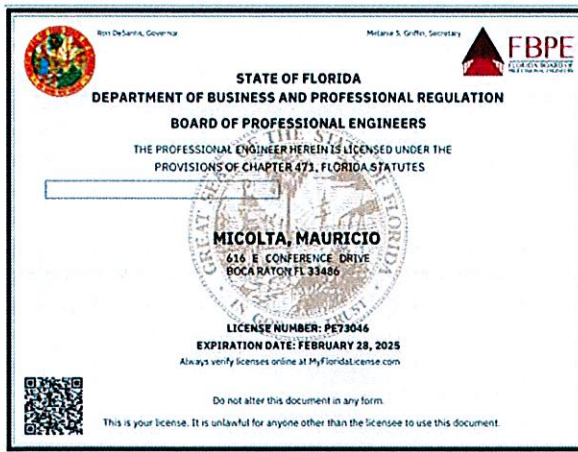
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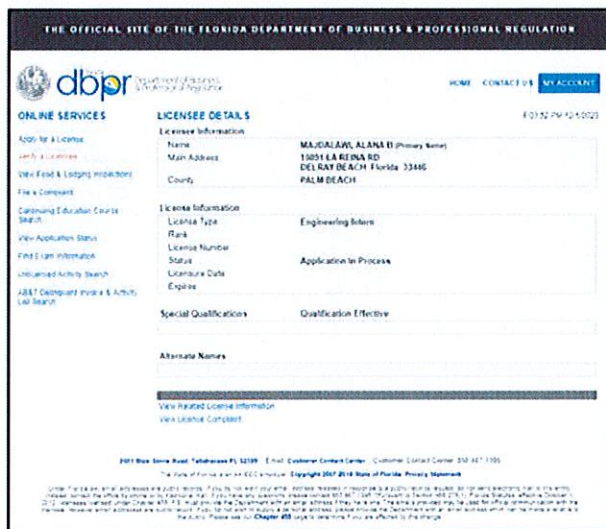
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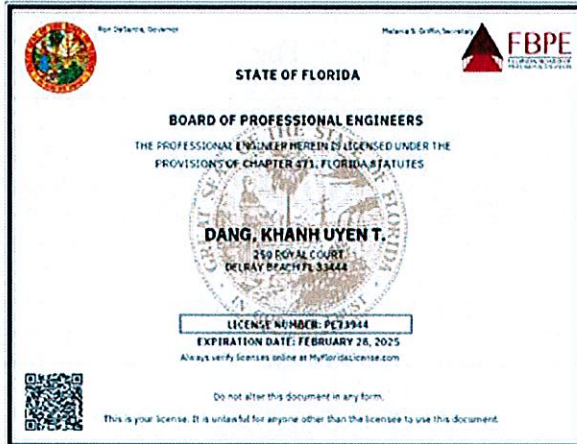
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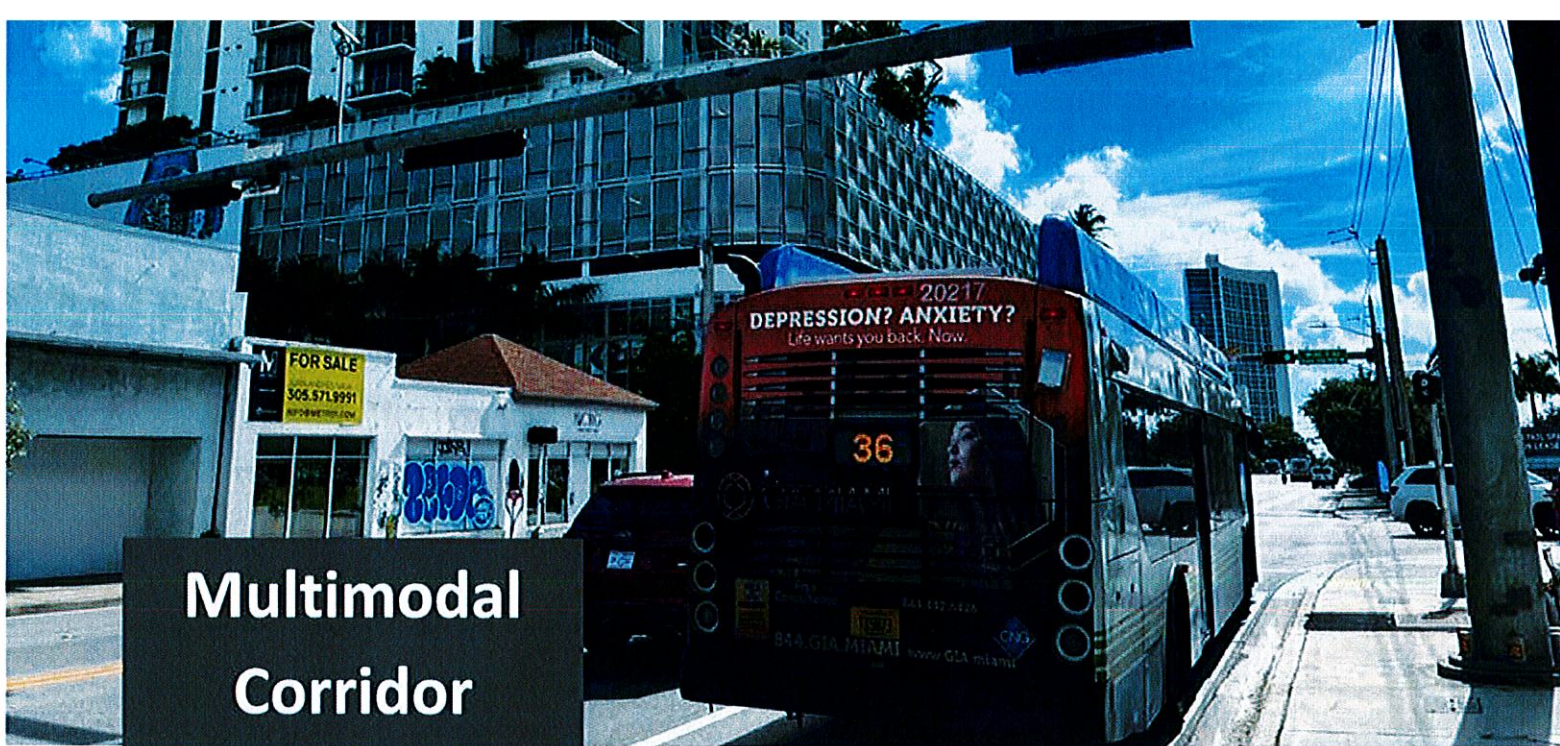






Appendix B

Relevant Projects



Multimodal Corridor Analysis

NW 36 Street Multimodal Corridor Study

Florida Department of Transportation (FDOT) District Six
Miami-Dade County, FL

Experience Level

EXP as Prime

Timeline

2021-present

Services

- Transportation Planning
- Transit Operations Planning
- Facilities Planning
- Public Participation
- Environmental + Sustainability
- Visualization + Graphics

Agency/Client Contact

FDOT Modal Development
Office

Daniel Lameck

(305) 470-5238

Daniel.Lameck@dot.state.fl.us

NW 36 Street is an east-west corridor in Miami-Dade County that goes from SR-826/Palmetto Expressway to I-195/SR-112/Julia Tuttle Causeway for about 8.626 miles and traverses the Village of Virginia Gardens as well as the Cities of Miami Springs, Hialeah, and Miami.

This corridor serves the Miami International Airport (MIA) and the Florida East Coast (FEC) Hialeah Railyard, as well as major recreational and community centers such as the Miami Springs Golf and Country Club, Casino Miami, Tropicana Flea Market, Miami Jackson Senior High School, and the Shops at Midtown Miami.

During the development of concept alternatives and multimodal improvements, EXP developed corridor-specific HINs to determine high-injury clusters and segments. This approach helped identify locations where creating safer road environments for all users was urgently needed to reduce the number of crashes, injuries, and fatalities in close coordination with local municipalities, FDOT District Six, and Miami-Dade County Department of Transportation and Public Works (DTPW).



CITY OF HIALEAH 2050 MASTER PLAN

Citywide Master Plan

City of Hialeah 2050 Master Plan

City of Hialeah, FL

Experience Level

EXP as Sub-consultant

Timeline

2023-2025

Services

- Transportation Planning
- Transit Operations Planning
- Public Facilities Planning
- Public Participation
- Environmental
- Vulnerability Assessment
- Freight
- Visualization + Graphics

Agency/Client Contact

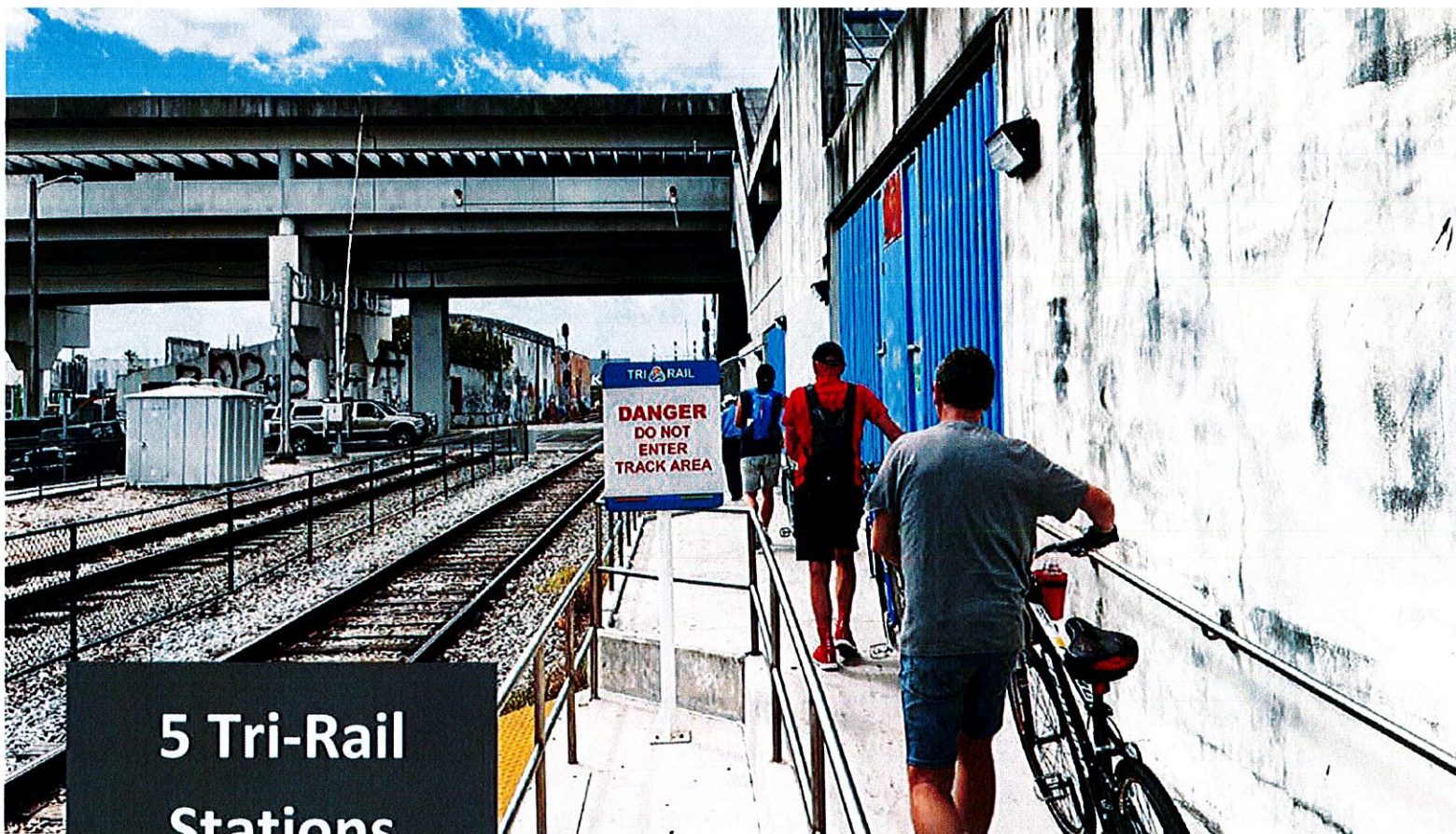
City of Hialeah
Debora Storch
(305) 492-2012
dstorch@hialeahfl.gov

The City of Hialeah has embarked on an ambitious Master Plan for the vision of the next 25 years that aims to enhance the city's infrastructure and livability, while increasing the quality of life to City residents.

The project is expected to analyze existing conditions, as well as identify needs related to infrastructure and regulatory gaps, with the intention of crafting a vision for Hialeah in time for the city's 100th anniversary in 2025. EXP has been conducting walking audits in areas of persistent poverty or with a history of disadvantage to draw attention to the need for equitable distribution of resources and infrastructure. As part of this effort, EXP has been collecting evidence to support policy changes or investments on high-injury corridor identified in the 2021 Miami-Dade Vision Zero Framework to address systemic safety issues related to poverty and inequality within the communities adjacent

The Hialeah 2050 Master Plan is an opportunity for the City to look forward and develop a roadmap for the next 25 years that is aligned with this community's goals and desires.





5 Tri-Rail Stations

Experience Level

EXP as Sub

Timeline

2023–present

Services

- Transportation Planning
- Transit Operations Planning
- Facilities Planning
- Bike/Ped Facilities

Agency/Client Contact

Jeannine Gaslonde, EI, FCCM
(305) 375-1739

Jeannine.Gaslonde@miamidade.gov

SMART STEP Tri-Rail Pedestrian/Bicycle Infrastructure Needs Evaluation and Recommendations Study

Miami-Dade Transportation Planning Organization (TPO)
Miami-Dade County, FL

The Miami-Dade TPO Urban Mobility and Non-Urban Core Task Forces is facilitating interagency coordination, innovation, and accelerated implementation of pedestrian and bicycle improvement projects in Miami-Dade County to increase connectivity and enhance safety.

EXP prepared a set of recommendations for all five (5) Tri-Rail Stations (Golden Glades, Opa-Locka, Metrorail Transfer, Hialeah Market, and the Miami International Airport Tri-Rail Stations) in Miami-Dade County to address bicycle and pedestrian safety needs after collecting and analyzing comprehensive crash data to identify trends, high-risk areas, and contributing factors to crashes. Commuter station-specific HINs were developed to allocate resources for road safety initiatives, infrastructure improvements, and educational campaigns, using data to inform decision-making and prioritize interventions as part of the Strategic Miami Area Rapid Transit (SMART) Street Transportation Enhancements Program (STEP) from the Miami-Dade TPO Urban Mobility and Non-Urban Core Task Forces.



Intersection Safety

NW 154 Street and Miami Lakeway North Intersection Safety Study

Town of Miami Lakes
Miami Lakes, FL

Experience Level

EXP as Prime

Timeline

2022

Services

- Traffic Engineering

Agency/Client Contact

Omar Santos, PE

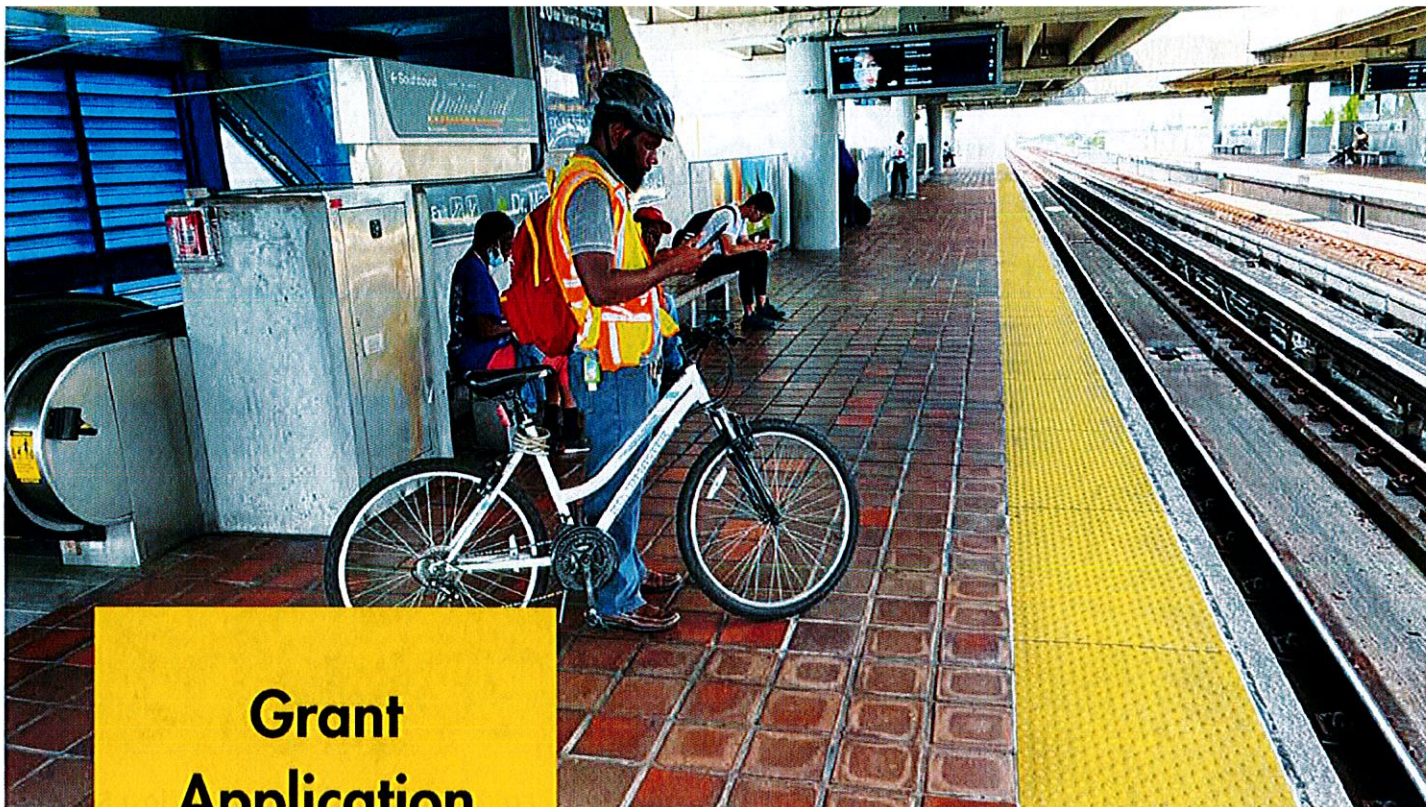
(305) 364-6100

santoso@miamilakes-fl.gov

EXP conducted an intersection safety study at the high-profile location of NW 154 Street (Miami Lakes Drive) and Miami Lakeway North in the Town of Miami Lakes. The study's purpose was to reduce crashes, most importantly fatalities, and serious injuries by evaluating the intersection and providing recommendations for improvement.

The T-intersection lands on a sharp horizontal curve, creating concern about the overall safety of the intersection. The intersection was experiencing roadside departure crashes in a residential neighborhood, generating apprehension for community safety, particularly regarding pedestrians and cyclists within the area.

EXP's study included day and night-time site visits to assess visibility, signage, pavement markings, and driver behavior. The analysis also included assessing speeds for over 400 vehicles. Operational analyses to review any kind of turn lane constraints, spillback into the thru lanes, turn lane warrant analyses, and deficiencies in signal timing were performed.



Grant Application

EXP Prime Consultant

GRANT APPLIED: \$1,350,000

PROJECT LOCATION: Miami Dade, FL

PROJECT FOCUS: Grant Writing, Grant Application, Grant Research, Public Involvement, Stakeholder Engagement, Utilities and Drainage Improvements, Lighting Transportation Planning, Conceptual Design, Cost Estimating, FDOT coordination

SCHEDULE: 2023 Completed

REFERENCE:

Agency/Client Contact
Lisa Colmenares, AICP
(786) 469-5394

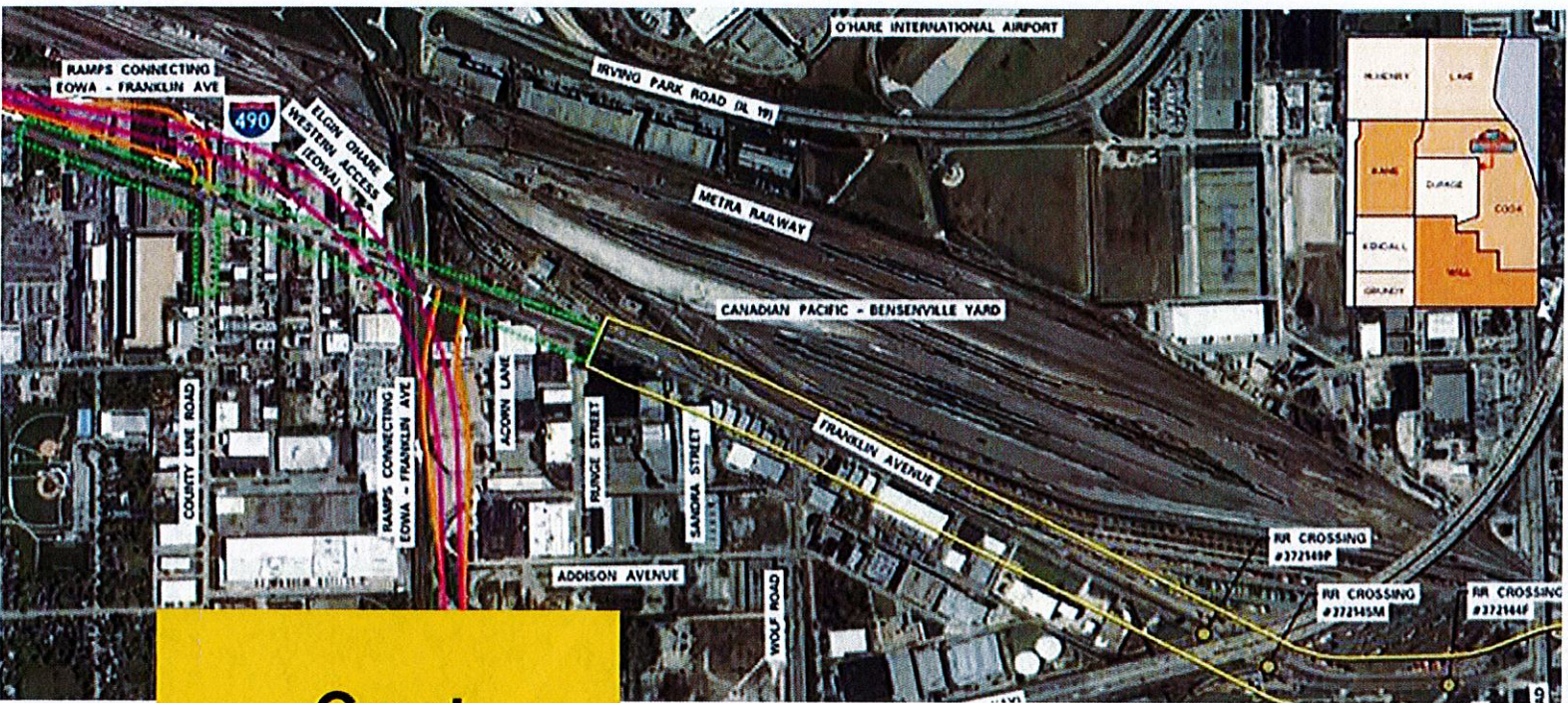
MariaElisa.Colmenares@miamidade.gov

Reconnecting Communities Pilot Discretionary Grant Application

Miami-Dade County Department of Transportation and Public Works (DTPW, Miami-Dade County, FL)

The USDOT published a Fiscal Year 2022 Notice of Funding Opportunity (NOFO) in grant funding as part of the Reconnecting Communities Pilot (RCP) program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure.

Assistance was provided to the Miami-Dade County Department of Transportation and Public Works (DTPW) to seek funding for preparing an equitable TOD Master Plan for two SMART (Strategic Miami Area Rapid Transit) Plan - North Transit Corridor stations (Dr. Martin Luther King Jr. Plaza and Unity). These efforts aimed to perform an Economic and Affordable Housing Market Analysis, develop a Water and Wastewater Capacity Analysis Technical Memo, perform an Analysis and preparing a Bicycle and Pedestrian Facilities Plan, as well as develop a Community Partnership and Stakeholder Involvement Plan, an Economic Development Targeted Analysis, and an equitable TOD Report and Master Plan, while preparing Station Area Urban Design Guidelines.



Grant Application

Franklin Avenue Improvements Grant Applications

Cook County, Illinois State Toll Highway Authority, and Village of Franklin Park, **Franklin Park, IL**

EXP as Prime Consultant

GRANT AWARDED: \$22,960,000

PROJECT LOCATION: Franklin Park, IL

TIMELINE: 2019 Completed

SERVICES: Grant Assistance, Grant Writing, Grant Application, Exhibit Preparation, Stakeholder Engagement

REFERENCE:

Tom McCabe

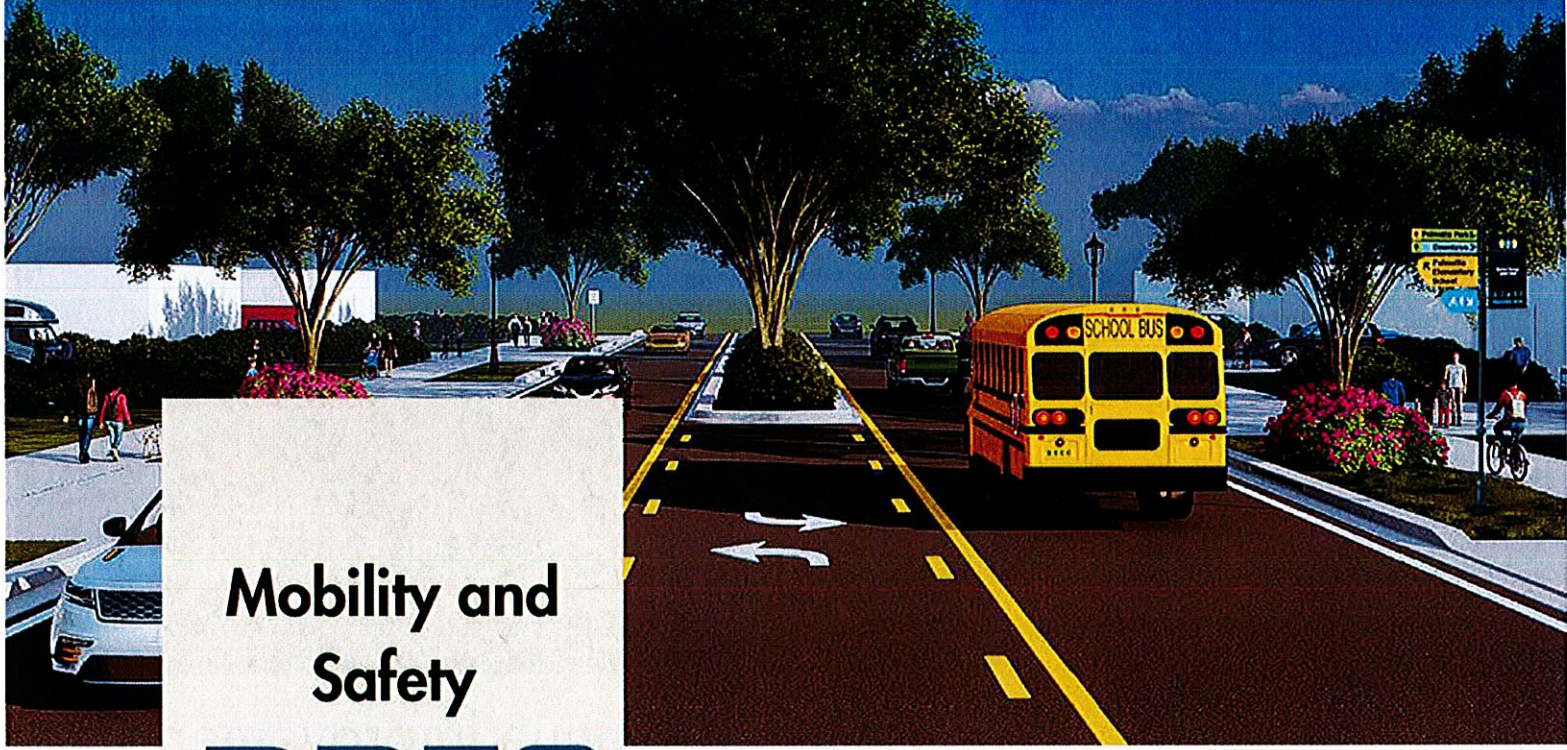
tmccabe@smithlasalle.com

(847) 671-8304

In preparation for planned tollway improvements along I-490 at Franklin Avenue, EXP is providing preliminary and final design engineering services for the reconstruction and widening of Franklin Avenue from Runge Street to the east of Mannheim Road, to increase capacity and enhance safety and mobility in the heavily used freight corridor adjacent to the Bensenville Rail yard. The improvement, when coupled with the Tollway's Elgin-O'Hare corridor work, will enhance the freight network of the region, and continue the economic vitality of Franklin Park.

This area lacked the necessary funds to design and construct the proposed improvements, and options such as raising local taxes or adding service fees were discussed to raise the required capital. However, during these discussions, EXP discovered an opportunity to apply for the Illinois Competitive Freight Grant (ICFG). Working with the VOFP, Cook County, and the West Central Municipal Conference (WCMC), EXP was able to secure grant funding from WCMC, an Invest in Cook grant, and a contribution from VOFP to conduct an environmental and planning study for extending improvements along Franklin Avenue to Mannheim Road.

EXP spearheaded the completion of the web-based Freight Grant Application, including preparing all supporting arguments and required exhibits. EXP also brought together private and public interests for the project and coordinated with local, county, and CP officials to secure supporting recommendations and contributing partners for this improvement.



Mobility and Safety

One Team. Infinite Solutions

West Palm Beach Safe Systems Approach

FEE: \$200,000

PROJECT LOCATION: City of West Palm Beach, FL

PROJECT FOCUS: Safety Initiatives, Community Outreach, Grant Administration, Environmental Compliance, Geometric Design, FDOT Coordination, Plans Review, Community Engagement, Stakeholder Coordination, Branding, Wayfinding, Commission Approval, Cost Estimating, Specifications and bid documents.

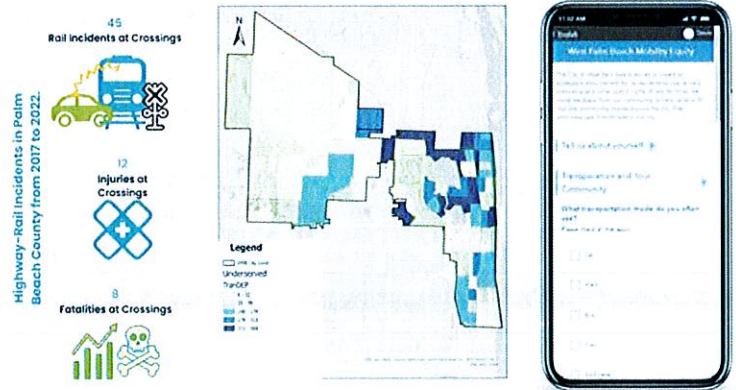
SCHEDULE: 2022 Completed

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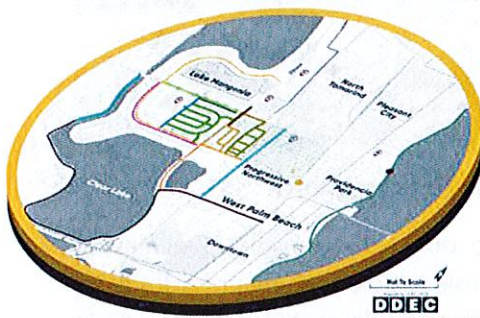
Kevin Volbrecht, PE
 Director of Engineering Services
 401 West Clematis Street
 West Palm Beach, FL 33441
kcvolbrecht@wpb.org

DDEC provides a wide array of comprehensive engineering services to the City of West Palm Beach. Our role extends to internal support for the implementation of the City's Transportation initiatives, covering program development for diverse capital improvement projects, notably the Parker Avenue Complete Streets Project. This project, falling under Safe Routes to School and eligible for grants administration, is a key focus. One significant project our team is actively engaged in is the development of a safe systems plan for the City's rail safety initiatives. This undertaking is intricate due to its encompassing aspects like crossing openings, eliminations, and more. Another noteworthy effort involves the creation of a technical feasibility study for intersection improvement on Old Okeechobee, with a strong emphasis on complete streets. This approach is based on a thorough analysis of crash history at the intersection and railroad incidents.

We serve as program managers for a variety of traffic studies, determining the necessity for new traffic signals. We've also devised a strategic funding approach to ensure the successful execution of these projects. In line with community well-being, our team has developed a collaborative Community Safety Awareness Plan, partnering with local nonprofits that specialize in safety education for elementary school children. An important milestone we've achieved is securing the RCE grant for safe systems planning, allowing us to expand the scope of short-term and long-term improvements. This includes the construction of pedestrian bridges and other enhancements that contribute to the overall safety and functionality of the city's transportation systems.



PROJECT EXAMPLES:



GRANT APPLIED: \$10,168,884.00

PROJECT LOCATION: City of West Palm Beach, FL

PROJECT FOCUS: Grant Writing, Grant Application, Stakeholder Engagement, Research, Resiliency, Utilities and Drainage Improvements, Lighting, Transit Access, Neighborhood Improvements, Safety, Transportation Planning, Equity, Cost Estimating



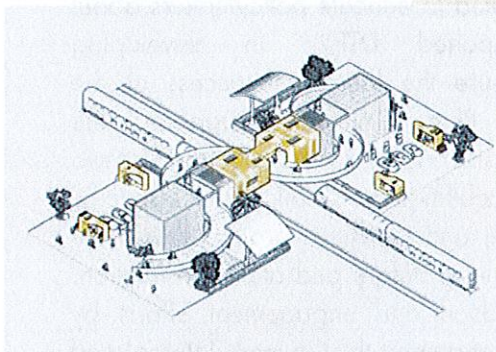
SCHEDULE: 2023 Completed

REFERENCE:

Kevin Volbrecht, PE
Director of Engineering Services
401 West Clematis Street
West Palm Beach, FL 33441
kcvolbrecht@wpb.org

Rebuilding American Infrastructure with Sustainability and Equity (RAISE)

DDEC helped the City of West Palm Beach apply for an RAISE grant emphasizing sustainability, equity, and resilience in infrastructure. WPB on the RISE project met the criteria by incorporating innovative design, community engagement, and mobility/accessibility measures. DDEC obtained letters of support, collaborated with the City, and obtained commission approval.



GRANT AWARDED: \$400,000

PROJECT LOCATION: City of West Palm Beach, FL

PROJECT FOCUS: Grant Writing, Grant Application, Stakeholder Engagement, Railroad Safety, Transportation Planning, Pedestrian Bridges, Conceptual Design.



SCHEDULE: 2022 Completed

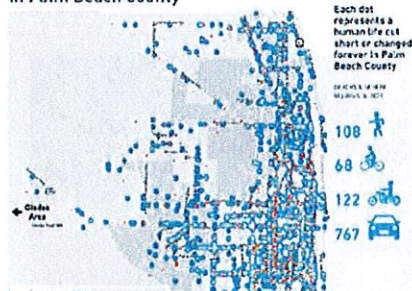
REFERENCE:

Genia Baker
Project Manager
West Palm Beach CRA
401 West Clematis Street
West Palm Beach, FL 33441
gbaker@wpb.org

Reconnecting Communities Pilot and Railroad Crossing Elimination Discretionary Grant

West Palm Beach pursued the RCP and RCE grants to enhance safety along the FEC Railway, with DDEC's support in preparing documents for the WPB SUN PATH planning study. The study aimed to build bridges and restore community connectivity, with resolutions passed by the City Commission. The grant was awarded in 2023.

Deaths and Severe Injuries
in Palm Beach County



FEE: \$200,000

CONSTRUCTION COST: TBD

PROJECT LOCATION: City of West Palm Beach

PROJECT FOCUS: Data Analysis, Grant Application, Program Development, Scope Development



SCHEDULE: 2023 Completed

REFERENCE:

Kevin Volbrecht, PE
Director of Engineering Services
401 West Clematis Street
West Palm Beach, FL 33441
kcvolbrecht@wpb.org

City of West Palm Beach SS4A Vision Zero Action Plan Grant Application

The City of West Palm Beach adopted a Vision Zero Policy in 2018 and began creating a framework behind road safety. Since Covid19, the program was deferred until 2022 where the opportunity to apply for SS4A funding. DDEC supported the City of West Palm Beach under the Grant Services contract to develop and secured over \$400k funding to develop the Action Plan. This plan will include railroad safety initiatives and falls in line with the Safe Systems Approach Plan

CLIENT: Miami-Dade County
Department of Transportation &
Public Works

LOCATION: Miami-Dade County,
FL

Timeline: Completed 2021

LEAD: Camron Bridgford

Service: Strategic Plan
Development and Implementation
Recommendations

Reference:

Carlos Cruz-Casas, PE
Chief Innovation Officer
Miami-Dade County's Department
of Transportation and Public
Works
e. [Carlos.Cruz-
Casas@miamidade.gov](mailto:Carlos.Cruz-Casas@miamidade.gov)
m. (786)442-5248
a. 701 NW 1st Court | Miami
FL, 33136 | Floor 17th



Miami-Dade County Vision Zero Framework

Miami-Dade County aspires to advance its goals of achieving Vision Zero to reduce serious traffic-related injuries and fatalities in its communities. The Vision Zero Implementation Plan aims to integrate various divisions at DTPW and partner organizations to strategize and implement infrastructure and design improvements to reach zero fatalities or serious injuries.

Cityfi supported Miami-Dade County in the development of its Vision Zero Implementation Plan. Specifically, Cityfi prepared and led two workshops targeted to educate policymakers about Vision Zero. Cityfi supported DTPW in developing encouragement tools to ensure the long-term success of the Vision Zero Implementation Plan. Cityfi also supported the development of a comprehensive Vision Zero Evaluation Criteria with DTPW, which allows flexibility toward tailoring for specific project goals of each project, and measures project success or the need for further improvements before and after construction. Finally, Cityfi led the education and engagement efforts by developing a creative brief that guided the County's internal and external marketing campaign for the plan.

Miami-Dade's Vision Zero goal is to end traffic fatalities and serious injuries by 2040, while increasing safe, reliable, sustainable and equitable mobility for all.



CLIENT : City of Omaha

LOCATION: Omaha, NE

Timeline: 2023-present

LEAD: Sahar Shirazi and Chelsea Lawson

Service: Landscape Assessment, Best Practices, Performance Measurement Program and Countermeasures Recommendations

Reference:

Jeff Sobczyk

e. jeff.sobczyk@cityofomaha.org

m. (402) 444-7000



Omaha Vision Zero

Cityfi's involvement in the Omaha Vision Zero Action Plan encompassed a range of strategic elements, contributing to the project's comprehensive approach:

- **Landscape Assessment:** We conducted an extensive landscape assessment, combining document reviews and active stakeholder engagement. This process allowed us to deeply understand the current state of affairs and build upon existing initiatives.
- **Best Practice Identification:** Drawing on our expertise, we identified best practices from various sources that could effectively serve as examples for Omaha. Our recommendations were tailored to respond directly to the city's unique opportunities and challenges.
- **Performance Measurement Program:** Cityfi played a pivotal role in establishing a performance measurement program. This program involved the formulation of short, medium and long-targets and Key Performance Indicators (KPIs) to quantitatively measure the success and impact of Omaha's Vision Zero implementation.
- We formulated a comprehensive list of recommendations of how the city of Omaha could achieve Vision Zero. Our suggestions extended beyond traditional infrastructure countermeasures, encompassing communication strategies, community engagement tactics, and innovative enforcement alternatives.

This project is ongoing, and Omaha's VZAP is being built upon a strong foundation of knowledge, research, and best practices. By integrating a variety of approaches, Omaha's efforts to create safer streets and a more secure urban environment are grounded in data-driven insights and innovative solutions.



ENDING TRAFFIC DEATHS

Expertise

Livable Transportation
Context Sensitive Design Solutions
Community Engagement
Placemaking
Graphics & Storytelling
Project Management & Coordination

Services

-  Livable Transportation
-  Placemaking
-  Community Engagement
-  Project Management & Coordination

Safe Streets Academy Demonstration Project ■ ■

Showcasing the Benefits of Complete Streets

As part of the City of Orlando's participation in the 2017 Safe Streets Academy, a program funded by Smart Growth America and the National Complete Streets Coalition, and the City's growing interest to strengthen policies and the application of Complete Streets, the City partnered with Orange County to implement a demonstration project to showcase possible street improvements that increase multimodal safety and connectivity.

The goal for was to implement a demonstration project along Curry Ford Road between Bumby Avenue and Crystal Lake Drive in the City of Orlando. The showcased improvements were planned to increase safety, lower driving speeds, better accommodate pedestrians and cyclists along the corridor, and encourage driving behavior that is acceptable to neighbors and sensitive to its context.

Fabian led this project while employed with Kittelson & Associates. The project team worked with City of Orlando staff to develop a concept plan and permit package for the implementation of the demonstration project. The final plan, which has been implemented and opened to the public, redesigned a half mile segment of a five-lane arterial into a narrower, safer street, introducing protected bike lanes along both sides of the street, and a mid-block

crossing island with median refuge for pedestrians, in order to provide an additional safe crossing opportunity along this busy street.

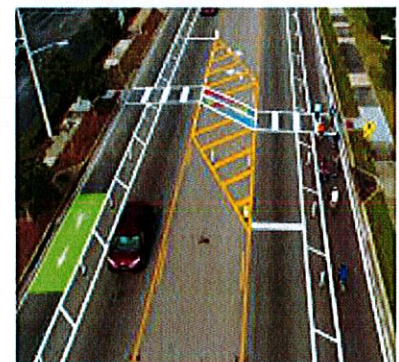
Objectives for this project included: Showcasing a street redesign that created a safer and more comfortable environment for all street users and is also business friendly; Creating an opportunity to engage the community as part of a learning/test process with hopes that it served as a model that could be replicated in other areas; Building a stronger relationship with Orange County and other partner agencies in order to achieve common goals.

Client/Project Owner
City of Orlando

Status
Completed in 2018



Proposed Concept



Implemented Project

Demonstration Projects: Short-Term Action for Long-Term Change



Curry Ford Road project was a learning opportunity for the City of Orlando, the County of Orange, and the community. The project was a test of the City's ability to implement a demonstration project that showcased the benefits of Complete Streets.

The project was a learning opportunity for the City of Orlando, the County of Orange, and the community. The project was a test of the City's ability to implement a demonstration project that showcased the benefits of Complete Streets.

By the Numbers



Expertise

Community Workshops
Stakeholder Facilitation
Public Agency Coordination
Multimodal Corridor Planning
Complete Streets Alternatives Development
Context-Sensitive Design Solutions
Graphics & Storytelling
Strategic Communications

Services

 Livable Transportation
 Community Engagement
 Project Management & Coordination

SE/SW 1st Street Complete Streets Pilot Project ■■

Complete Streets Pilot Project Implementation

Miami consistently ranks among the top metropolitan areas with highest pedestrian and bicycle crash rates in the country, underscoring a critical need to provide for more transportation choices. The Miami DDA partnered with Miami-Dade County and City of Miami to implement a Complete Streets pilot project in the heart of Downtown Miami in response to the 2015 U.S. Department of Transportation's Mayor's Challenge for Safer People and Safer Streets. Fabian led this project while employed with the Downtown Miami Development Authority.

SE/SW 1st Street is a three lane, one-way corridor within Downtown Miami's CBD heading eastbound. Through this project, and as part of Miami DDA's team, we led a team of experts in the development of a street redesign concept and implementation plan for SE/SW 1st street. A design workshop was held in April 2016 where key stakeholder groups were engaged and given the opportunity to provide input through a participatory process. Starter ideas were vetted and project goals confirmed. The plans for the pilot project aimed to address pedestrian safety and connectivity through the application of Complete Streets principles.

Through this process, the Miami DDA was able to get partner agencies on-board with the mission to repurpose

this corridor into a multimodal street that provides mobility choices to all street users. As the first of its kind in Downtown Miami, this pilot project featured a bus-only lane and a dedicated high visibility bicycle lane, marking a shift from the conventional approach of designing our transportation network only for automobiles.

For the implementation of the project, the team coordinated approvals and funding of the proposed redesign with the City of Miami and Miami Dade County Department of Transportation and Public Works. A public outreach campaign and a media strategy was also coordinated as part of this initiative. Work on the street started on June 2017 and project was completed by mid-August 2017. The pilot project is still in place

Client/Project Owner
Miami DDA
City of Miami
Miami Dade County

Status
Completed in 2017



Proposed Concept



Project Implementation



Community & Stakeholder Engagement



Ribbon Cutting Event

Expertise

Community Workshops
Public Agency Coordination
Graphics & Storytelling
Stakeholder Facilitation
Multimodal Planning
Development of Street Concept Alternatives

Services

 Livable Transportation
 Community Engagement
 Project Management & Coordination

U.S.19 Frontage Roads Safety Action Plan ■ ■

Laying the Groundwork to Implement Multimodal Improvements

The Florida Department of Transportation (FDOT), District Seven conducted a Safety Action Plan along the U.S. 19 frontage roads. The 11.5 mile stretch of frontage roads passes through the cities of Pinellas Park, Largo, Clearwater, and unincorporated Pinellas County. This area is characterized by commercial, industrial, and multifamily residential land uses including multiple mobile home parks. This effort builds upon recently completed and ongoing planning efforts in the area that have already established a vision for years to come.

Fabian played the role of project principal for this project while employed with Kittelson & Associates. The study team worked with stakeholders and agency partners to evaluate multimodal needs and develop potential roadway modifications to improve safety, operations, and connectivity for all users. Because the role of the frontage roads is to provide access to corridor destinations, travel needs focus on local demand, with the assumption that U.S. 19 will continue to serve regional trips. As part of this process the team provided municipalities recommendations for land use changes that may facilitate the recommended multimodal improvements.

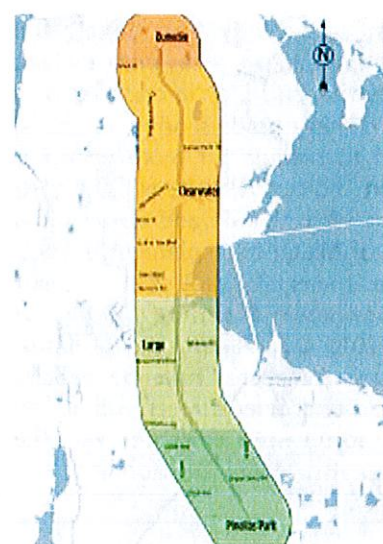
Based upon an understanding of the corridor needs, the project team evaluated a range of possible improvement

scenarios, from location-specific multimodal improvements to corridor-wide typical section changes, that serve as prototypes to showcase potential improvements along the corridor. These improvements include turn lane improvements, pedestrian and bicycle accommodations, signal retiming, transit stop amenities, etc.

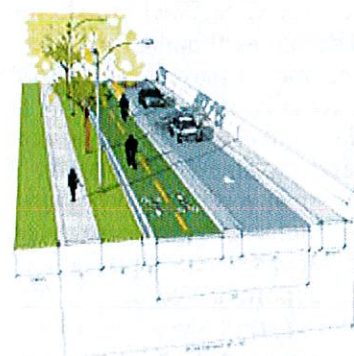
Recommendations were developed in an environment that encourages input and collaboration from stakeholders, as well as from various units within FDOT. Outcomes of this study include an implementation plan that outlines long-term strategies that support future development within the corridor, as well as specific improvements that can potentially be advanced in the near-term through local agency participation and/or by FDOT as Resurfacing, Restoration, Rehabilitation (3R) projects, safety enhancements or push-button projects, such as traffic operations signal re-timing projects. This plan identifies the degree of impact associated with each of the proposed short- and long-term multimodal transportation improvements.

Client/Project Owner
FDOT D7

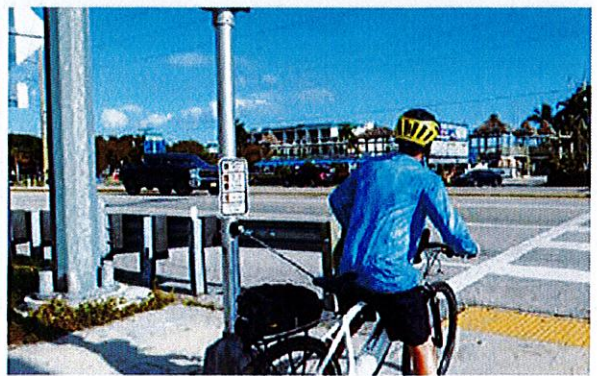
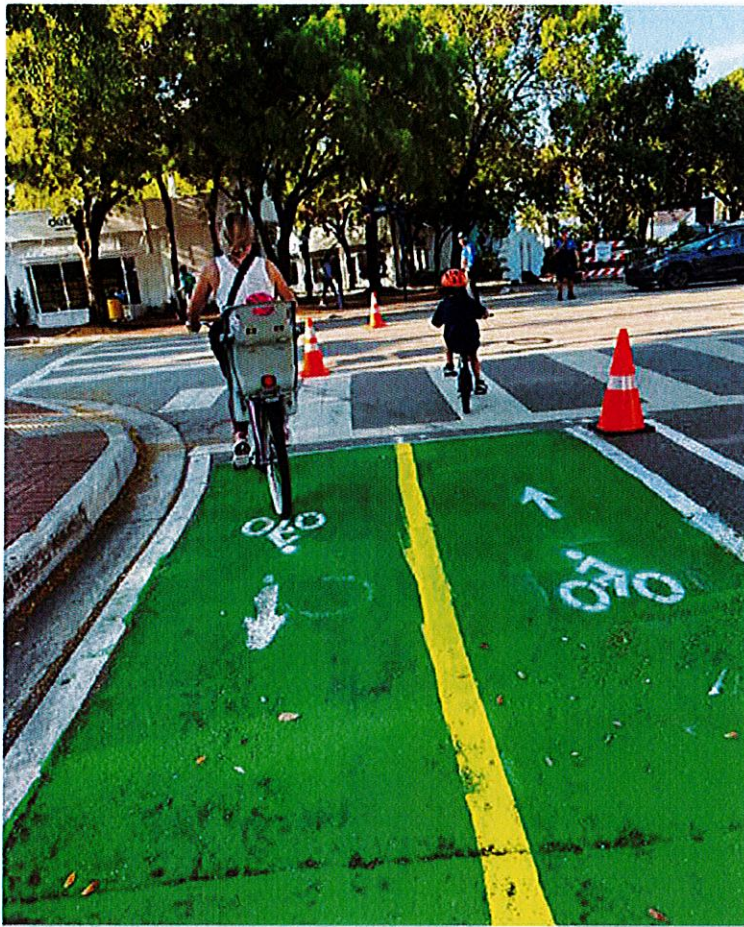
Status
Completed in 2021



Corridor Study Area

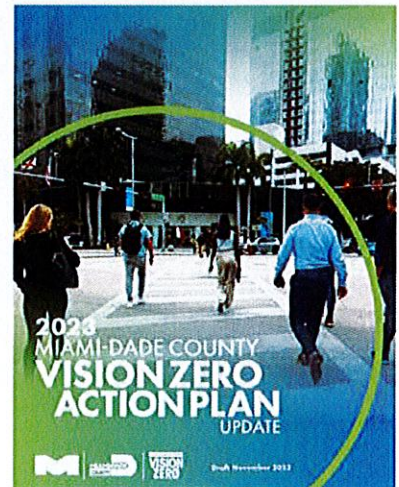


Recommended Cross-section Improvements



Miami-Dade Vision Zero Program

Conсор's team assisted the Miami-Dade County (MDC) Department of Transportation and Public Works (DTPW) through the creation, development, and management of their Vision Zero program, which aims to eliminate traffic fatalities and serious injuries by 2040. Consor guided DTPW leadership to establish, implement and document Vision Zero and other safety-oriented transportation-related priorities, long-term strategic planning, and short-term initiatives. The team supported the analysis and synthesis of data such as fatal and severe traffic collision data, systematic safety trends, and equity and demographic data to identify, prioritize, communicate, and advocate for safety projects and needs. The team documented the results in the 2023 update to MDC's Vision Zero Action Plan. Consor also assisted MDC in responding to resident requests by designing quick-action construction plans. The team has completed over a dozen designs to improve intersections, transit stops, and other high-demand and high-conflict locations.



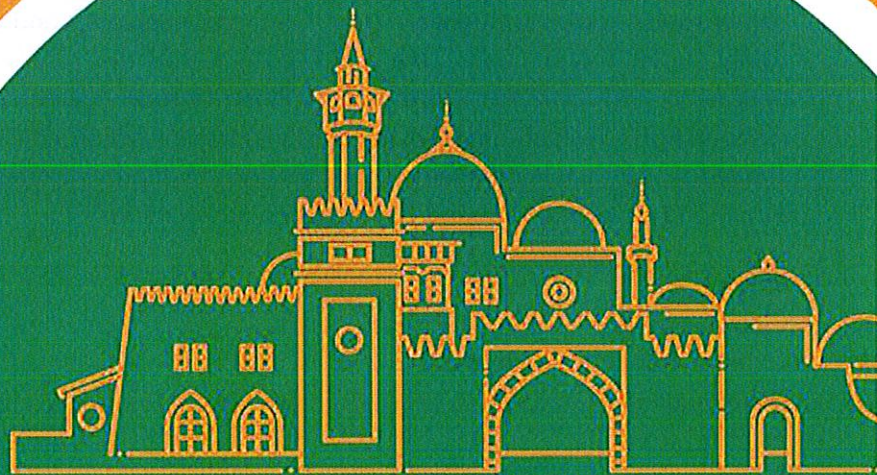
Reference:

Gaby Serrado
 Chief of Planning and Systems
 Development
 p. (786) 469-5227
 e. gabriella.serrado@miamidade.gov





EXP U.S. Services
201 Alhambra Cir., Suite 800
Coral Gables, FL 33134



Supplemental Documents

Proposer Qualifications



REQUEST FOR PROPOSALS (RFP)
SS4A COMPREHENSIVE SAFETY ACTION PLAN

ATTACHMENT E

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: EXP US Services, Inc.

Address: 201 Alhambra Circle

City, State, Zip: Coral Gables, FL 33134 Phone/Fax: _____

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:
Date of Incorporation: 2011 State in which Incorporated: DE

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 2011

- | 5. Name and Title of Principal Officers | Date Elected: |
|---|---------------|
| <u>José Clavell</u> | <u>5+</u> |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

6. The length of time in business: 117+ years

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

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

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

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.

Reference Contact Information

Firm	Reference	Details	Agency
	Jeannine Gaslonde, EI, FCCM	(305) 375 - 1739 Jeannine.Gaslonde@miamidade.gov	Miami-Dade Transportation Planning Organization
	Daniel Lameck	(305) 470 - 5238 Daniel.Lameck@dot.state.fl.us	Florida Department of Transportation District Six
	Omar Santos, PE	(305) 364 - 6100 santoso@miamilakes-fl.gov	Town of Miami Lakes
	Kevin Volbrecht, PE	(561) 494 - 1091 kcvolbrecht@wpb.org	City of West Palm Beach
	Laura Dodd, AICP	(239) 573 - 3192 ldodd@capecoral.gov	City of Cape Coral
	Carlos Cruz-Casas, PE	(786) 442 - 5248 Carlos.Cruz-Casas@miamidade.gov	Miami-Dade Department of Transportation and Public Works
	Jeff Sobczyk	(402) 444 - 7000 jeff.sobczyk@cityofomaha.org	City of Omaha
	Neal Schafers, ASLA, ULI	(305) 379 - 6566 schafers@miamidda.com	Miami Downtown Development Authority
	Gabriella Serrado, AICP	(786) 469-5227 gabriella.serrado@miamidade.gov	Miami-Dade Department of Transportation and Public Works

Business Tax Receipts

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

7300272

BUSINESS NAME/LOCATION
EXP US SERVICES INC
201 ALHAMBRA CIR STE 800
CORAL GABLES, FL
33134-5108

OWNER
EXP US SERVICES INC

Employee(s) 10

RECEIPT NO.
RENEWAL
7590054



SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI
P/FIRM

**PAYMENT RECEIVED
BY TAX COLLECTOR**
45.00 09/19/2023
INT-23-461046

EXPIRES
SEPTEMBER 30, 2024

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

DETACH HERE AND DISPLAY RECEIPT IN A CONSPICUOUS PLACE



CITY OF CORAL GABLES, FLORIDA
LOCAL BUSINESS TAX RECEIPT
ANNUAL FIRE INSPECTION FEE RECEIPT
THIS IS NOT A BILL-DO NOT PAY

CUST. NO. 232931
RECEIPT NO.
BT-0025015258

2023-2024

BUSINESS NAME: EXP US SERVICES INC
DBA NAME: EXP US SERVICES INC

CLASSIFICATION:
1 Professional Service Corporat
2
3
4
5
6

SQUARE FOOTAGE OF SPACE: 6100

LOCATION: 201 ALHAMBRA CIR
800

NO. OF UNITS **UNIT DESCRIPTION** **AMOUNT PAID: \$ 382.80**

BUSINESS TAX RECPT RENEWAL

** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval **

VALID ONLY AT LOCATION ABOVE.
RECEIPT EXPIRES 09/30/2024

Non-discrimination Affidavit

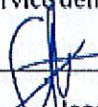


SS4A COMPREHENSIVE SAFETY ACTION PLAN

ATTACHMENT I

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: José Clavell / Vice President,
Transportation, US South

Sworn and subscribed before this

22nd day of November, 2023

Bryanna K. Stevens
Notary Public, State of Florida

Bryanna K. Stevens
(Printed Name)

My commission expires: April 28, 2025



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.

ATTACHMENT J

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: EXP US Services, Inc.

Authorized Signature: _____

Print Name: José Clavel

Title: Vice President, Transportation, US South

Date: 11/21/23

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE: (615) 945-7378 FAX: (615) 945-2378 E-MAIL: certificates@willis.com ADDRESS: Willis Towers Watson Certificate Center 10000 Old Hickory Road Nashville, TN 37203-1000														
INSURED EXP Global, Inc. 205 N. Michigan Ave., Ste 3600 Chicago, IL 60601	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: National Fire Insurance Company of Hartford</td><td>20478</td></tr><tr><td>INSURER C: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: National Fire Insurance Company of Hartford	20478	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: W31176961 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GENL AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		Y	U000057823L123A	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6076413496	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	6072004033	03/31/2023	03/31/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Proposal 23-1204200 safe streets and roads for all (BS4A) comprehensive safety action plan.

The City is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Opa-locka 780 Fisherman Street Opa-locka, FL 33054	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 24989804

BATCH: 3224048

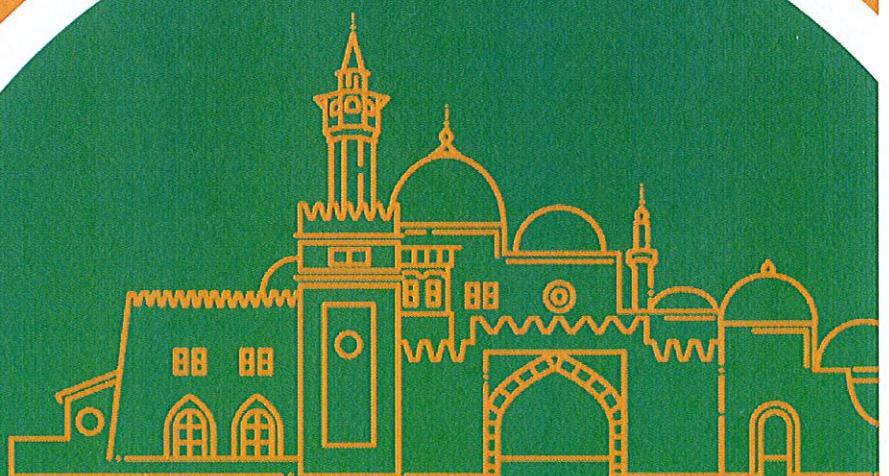


CITY OF OPA-LOCKA FLORIDA

RFP NO: 23-1204200 **SAFE STREETS AND ROADS FOR ALL (SS4A)** **COMPREHENSIVE SAFETY ACTION PLAN** **COST PROPOSAL**

City of Opa-locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054
Attn: Joanna Flores, CMC

Return Address
EXP U.S. Services
201 Alhambra Cir., Suite 800
Coral Gables, FL 33134



RPF NO. 23-1204200
PRICE PROPOSAL FORM

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

The proposing firm must completely fill out each row below. The firm must provide a detailed fee schedule that explains the cost and services. The City prefers a lump sum cost for services; please provide a projected fixed cost for the services.

TOTAL COST (not to exceed \$200,000.00)

LUMP SUM PRICE: \$ 167,744.55

SUBMITTED THIS 12th DAY OF December 2023.

BID SUBMITTED BY: _____

EXP US Services, Inc. (786) 208-1326

Company

Telephone Number

José Clavell

Vice President, Transportation, US South

Name of Person Authorized to Submit Bid

Title



Signature

ATTACHMENT C
COST PROPOSAL FORM

July 22, 2023

● Prequalifications



Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

September 28, 2023

Anthony Caruso, Senior Vice President
EXP U.S. SERVICES INC.
400 North Tampa Street, Suite 1015
Tampa, Florida 33602

Dear Mr. Caruso:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.3.2 - Complex Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete
- 10.5.2 - Major Bridge CEI - Steel

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning

Group 14 - Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until September 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
163.62%	128.26%	0.554%	Reimbursed	No	5.95%	14.34%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

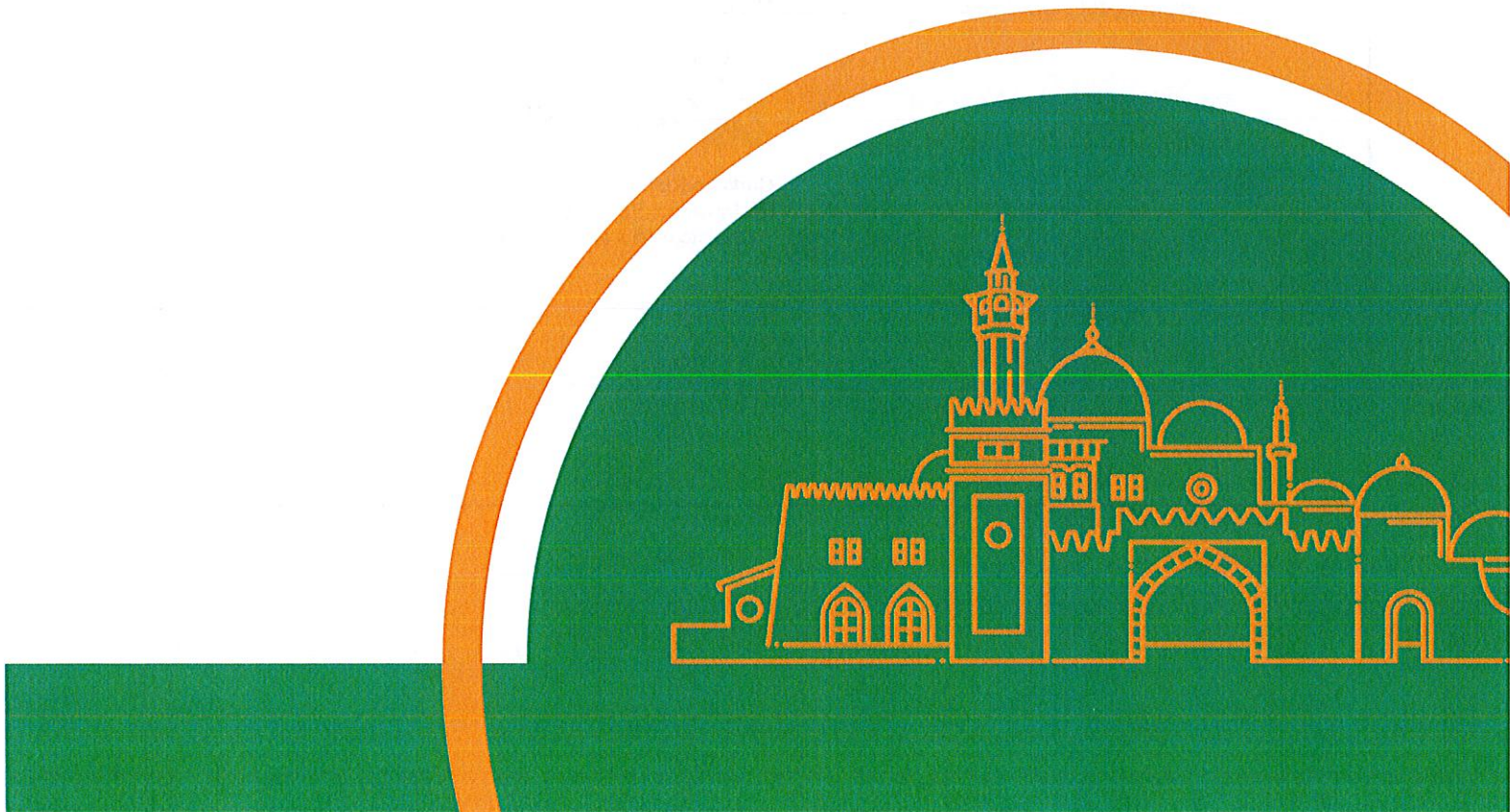
Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



EXP U.S. Services
201 Alhambra Cir., Suite 800
Coral Gables, FL 33134



Drug-Free Workplace Certification

Drug-free Workplace Certification



REQUEST FOR PROPOSALS (RFP)
SS4A COMPREHENSIVE SAFETY ACTION PLAN

ATTACHMENT G 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 José Clavell the
Vice President, Transportation, US South (Name)
of EXP US Services, Inc.
(Title/Position) (Company)

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

11/21/23

Date

Signature

Non-collusion Affidavit

Non-collusion Affidavit



SSA Comprehensive Safety Action Plan

ATTACHMENT H NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Morgan Reed being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Representative or Agent
(Owner, Partner, Officer, Representative or Agent) of
EXP US Services, Inc. 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:

[Signature]
Witness

Morgan Reed
Witness

By: [Signature]
Signature
José Clavell / Vice President,
Transportation, US South
Print Name and Title

Permit and Licenses

Florida Business Certifications

State of Florida Department of State

I certify from the records of this office that EXP U.S. SERVICES INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 4, 2011.

The document number of this corporation is F11000001440.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 3, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of February, 2023



[Signature]
Secretary of State

Tracking Number: 3409206757CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida Department of State

I certify from the records of this office that DDEC LLC is a limited liability company organized under the laws of the State of Florida, filed on December 10, 2020, effective December 10, 2020.

The document number of this limited liability company is L20000386727.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 25, 2023, and that its status is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of January,
2023



[Signature]
Secretary of State

Tracking Number: 0920394701CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

June 28, 2023


FLORIDA DEPARTMENT OF STATE
Division of Corporations

CITYFI LLC
100 E STREET NW, SUITE 840-P-101
WASHINGTON, DC 2000303

Qualification documents for CITYFI LLC were filed on June 27, 2023, and assigned document number W23000008370. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

This document was electronically received and filed under FAX audit number B23000007740.

To maintain 'active' status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:
<https://sa.www4.irs.gov/modleln/individual/index.jsp>.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Corey Pettway
Regulatory Specialist II
COT
Division of Corporations

Letter Number: 723A0014616

P.O. BOX 6237 - Tallahassee, Florida 32314

State of Florida Department of State

I certify from the records of this office that URBE STUDIO LLC is a limited liability company organized under the laws of the State of Florida, filed on June 22, 2020, effective June 20, 2020.

The document number of this limited liability company is L20000172449.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 12, 2023, and that its status is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of January, 2023



[Signature]
Secretary of State

Tracking Number: 10250660CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**State of Florida
Department of State**

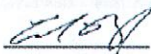
I certify from the records of this office that CONSOR ENGINEERS, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 23, 2018, effective January 30, 1994.

The document number of this limited liability company is: L18000098678.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 14, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of December, 2023*




Secretary of State

Tracking Number: 7892 V9941CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<http://services.doh.state.fl.us/FloridaCertificateRegistry/CertificateAuthentication.aspx>

• MBE/DBE/SBE Certifications



Sworn Statement on Public Entity Crimes

Debarment Certification



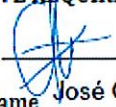
REQUEST FOR PROPOSAL (RFP)
SS4A COMPREHENSIVE SAFETY ACTION PLAN

ATTACHMENT F

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 José Clavell

W-9 Form

W-9 Form

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. EXP U.S. Services Inc.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	☐ Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 205 N Michigan Ave, Ste 3600		Requester's name and address (optional)
6 City, state, and ZIP code Chicago IL 60601		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
Social security number 	or Employer identification number 4 6 - 0 5 2 3 9 6 4

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶ <i>Kathleen J. Hill</i> Date ▶ 1/24/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A PLAN TO MODIFY THE AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND MIAMI-DADE COUNTY RELATED TO A UTILITIES DEBT REPAYMENT SCHEDULE, ATTACHED HERETO AS EXHIBIT "A"; FURTHER DIRECTING THE CITY CLERK TO FORWARD A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS FOR CONSIDERATION AND APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a proposal has been developed to modify the debt owed by the City of Opa-Locka ("City") to Miami-Dade County ("County") for utility services provided by the County; and

WHEREAS, the City obtains potable water from Miami-Dade County and the County process the wastewater that the City collects in its sewer system; and

WHEREAS, due to the financial difficulties that the City encountered a decade ago, the City was unable to pay for these services at the time; and

WHEREAS, as part of assisting the City to recover after having declared a Financial emergency, the City entered into an agreement with the County for the County to take over meter reading, billing and collection related to City utility services; and

WHEREAS, as a part of this agreement, the City would owe the County Five Million, Five Hundred Seventy Thousand, Two Hundred Ninety-Seven Dollars (\$5,570,297.00), which was to be paid back over a 60-month period with a Three Percent (3%) interest rate. This arrangement translated into a monthly payment of One Hundred Thousand, Ninety Dollars and Ninety-Five Cents (\$100,090.95), which began in June, 2019, with the final payment due May, 2024. All payments due have been made; and

WHEREAS, additionally, it was recognized that the City's entire water meter network required replacement, which the County completed for an agreed cost of Two Million, Five Hundred Thousand Dollars (\$2,500,000.00); and

WHEREAS, it was further agreed that this amount would also be paid back over a 60-month period with a Three Percent (3%) interest rate. This translates into

monthly payments of Forty-Four Thousand, Nine Hundred Twenty-One Dollars and Seventy-Three Cents (\$44,921.73) with payments starting as of January, 2023. All payments due have been made; and

WHEREAS, in October, 2023, the County advised the City that the meter installation was Sixty-Three Thousand Eight Hundred Thirty-Two Dollars (\$63,832.00) higher than anticipated and added this amount to the second round debt to be repaid. At the repayment rate of Forty-Four Thousand, Nine Hundred Twenty-One Dollars and Seventy-Three Cents (\$44,921.73), this increased the repayment term to Sixty-Two (62) months and added Eight Thousand, Seven Hundred Thirty-Six Dollars (\$8,736.00) of additional interest expense; and

WHEREAS, the City's Water-Sewer Fund is in poor financial condition. The current rate structure is based on the rates approved for October 1, 2015, though costs have risen very significantly since then. The combination of no rate increases, significantly increasing costs and the additional cost of having to repay the County for debts incurred many years ago has resulted in the Water-Sewer Fund having extremely low reserves; and

WHEREAS, to take financial pressure off this Fund, staff has developed a proposal that the County has indicated it would find acceptable, subject to the approval of the Board of County Commissioners. The proposal is composed of the following elements: First Round of Debt total Five Million, Five Hundred Seventy Thousand, Two Hundred Ninety-Seven Dollars (\$5,570,297.00) – Through January, 2024, the City has paid Four Hundred Thirty-Two Thousand, Six Hundred Seventy Dollars (\$432,670.00) of interest. This will be converted to principal payments. Consequently, as of January, 2024 this debt will be fully paid off, saving the City Four Hundred Thirty-Five Thousand, Two Hundred Twenty-Eight Dollars (\$435,228.00) of interest the City would have incurred if the debt had run full term to May without the conversion of interest payments to principal payments; Second Round of Debt totals Two Million, Five Hundred Sixty-Three Thousand, Eight Hundred Thirty-Two Dollars (\$2,563,832.00) -As of February, 2024, it is proposed to increase the scheduled payments from Forty-Four Thousand Nine Hundred Twenty-Two Dollars (\$44,922.00) to One Hundred Thousand Dollars (\$100,000.00). Under this scenario, the last payment will be in November, 2025 rather than February, 2028. The shorter repayment period results in interest savings of Seventy-Two Thousand Six Hundred Sixty-One Dollars (\$72,661.00); and

WHEREAS, in addition to the interest savings of Five Hundred Seven Thousand, Eight Hundred Eighty-Nine Dollars (\$507,889.00) noted above over the life of the two loans, a current year budget amendment is required. The current Fiscal Year 2023-2024 repayment budget for these two debts is One Million Three Hundred Thirty-Nine Thousand Eight Hundred Fifty Dollars (\$1,339,850.00). Budget

Amendment #2 will add Ten Thousand, Nine Hundred Fifty Dollars (\$10,950.00) to reflect the new repayment schedules; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to approve the proposed plan to modify the agreement between the City and Miami-Dade County related to the Utilities Debt Repayment Schedule, attached here as Exhibit "A"; further directing the City Clerk to forward a copy of this resolution, attached hereto as Exhibit "A", to Miami-Dade County for consideration and approval by the Miami-Dade County Board of Commissioners.

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 approves the proposed plan to modify the agreement between the City of Opa-Locka, Florida and Miami-Dade County related to a Utilities Debt Repayment Schedule, attached hereto as Exhibit "A"; further directing the City Clerk to forward a copy of this Resolution to the Miami-Dade County Board of County Commissioners, for consideration and approval.

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 _____, 2024.

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 E. Williams			CM Signature:			
Commission Meeting Date:	Feb 15, 2024		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X			
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
						NA	
				Public Hearing: (Enter X in box)	Yes	No	Yes
X					X		
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
				X		X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) All areas			
		X					
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Revised Debt Repayment For County Water-Sewer Debt

Staff Summary:

Issue / Recommendation: A proposal has been developed to modify the debt owed by the City to the County for utility services provided by the County. Staff recommends approval of this proposal.

Background / History: The City obtains potable water from the County and has the County process the wastewater the City collects in its sewer system. Due to the financial difficulties the City encountered a decade ago, the City was unable to pay for these services then. As part of assisting the City to recover after having declared a Financial emergency, the City entered into an agreement with the County for the County to take over the meter reading, billing and collection for City utility services. As part of this agreement, it was agreed

that the City owed the County \$5,570,297 which was to be paid back over a 60-month period with a 3% interest rate. This translated into a monthly payment of \$100,090.95 which began as of June, 2019 with the final payment due as of May, 2024. All payments due have been made.

Additionally, it was recognized that the City’s entire water meter network required replacement, which the County has done with an agreed cost of \$2,500,000. It was further agreed that this amount would also be paid back over a 60-month period with a 3% interest rate. This translates into monthly payments of \$44,921.73 with payments starting as of January, 2023. All payments due have been made.

In October, 2023, the County advised the City that the meter installation was \$63,832 higher than anticipated and added this to the second round debt to be repaid. At the repayment rate of \$44,921.73, this increased the repayment term to 62 months and added \$8,736 of additional interest expense.

Current Activity: As has been discussed, the Water-Sewer Fund is in very poor financial condition. The current rate structure is based on the rates approved for October 1, 2015 even though costs have risen very significantly since then. The combination of no rate increases, significantly increasing costs and the additional cost of having to repay the County for debts incurred many years ago has resulted in the Water-Sewer Fund having extremely low reserves.

To take financial pressure off this Fund, staff has developed a proposal that the County has indicated it would find acceptable, subject to the approval of the County Board of Commissioners. The proposal is composed of the following elements.

First Round Of Debt (\$5,570,297) – Through January, 2024, the City has paid \$432,670 of interest. This will be converted to principal payments. Consequently, as of January, 2024 this debt will be fully paid off, saving the City \$435,228 of interest the City would have incurred if the debt had run full term to May without the conversion of interest payments to principal payments.-.

Second Round of Debt (\$2,563,832) – As of February, 2024, it is proposed to increase the scheduled payments from \$44,922 to \$100,000. Under this scenario, the last payment will be in November, 2025 rather than February, 2028. The shorter repayment period results in interest savings of \$72,661.

Financial Impact: In addition to the interest savings of \$507,889 noted above over the life of the two loans, a current year budget amendment is required. The current FY 24 repayment budget for these two debts is \$1,339,850. Budget Amendment #2 will add \$10,950 to reflect the new repayment schedules.

Proposed Action:

Staff recommends the City Commission approve the proposed plan to modify the County Utilities Debt Repayment Schedule and direct that it be forwarded to the County for consideration for approval by the County Board of Commissioners.

Attachment:

1. Proposed Amendment To Agreement For County To Provide Utility Services For The City
2. Amended Agreement Exhibit B-1
3. Amended Agreement Exhibit D-1

**SECOND AMENDMENT TO THE AGREEMENT
FOR THE BILLING OF
WATER, SANITARY SEWAGE AND STORMWATER UTILITY SERVICE CHARGES
BETWEEN
MIAMI-DADE COUNTY
AND
THE CITY OF OPA-LOCKA**

THIS SECOND AMENDMENT, entered into this ____ day of _____, 2024 (the “Effective Date”), by and between the CITY OF OPA-LOCKA, FLORIDA, a municipal corporation of the State of Florida (the “City”), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the “County,” and collectively with the City, the “Parties”) amends the Agreement for the Billing of Water, Sanitary Sewage and Stormwater Utility Service Charges between the County and the City, which became effective on August 4, 2017 (the “Agreement”), and which was amended once on August 8, 2018.

WHEREAS, in the Agreement, the Parties agreed that the City owed the County a debt of \$6,980,375 for a variety of past services provided to the City by the County, including amounts owed to the County’s Information Technology Department; Internal Services Department; Parks, Recreation and Open Spaces Department; Police Department; Department of Regulatory and Economic Resources; Department of Solid Waste Management; Water and Sewer Department; and the Office of the CITT (the “Original Debt”); and

WHEREAS, based on the Original Debt, the Agreement specified that the City was to pay the County \$125,428.20 per month, thereby resulting in the Original Debt being fully repaid to the County in 60 months, including a three percent (3%) annual interest rate; and

WHEREAS, after the Agreement was executed, the Parties discovered that \$1,400,000 of the Original Debt that the City allegedly owed to the County’s Office of the CITT was not reflective of current liabilities and, therefore, should not have been included in the Original Debt; and

WHEREAS, subsequent to the Parties executing the Agreement, the Parties also discovered that the City had made payments in the amount of \$10,077.70 directly to the various County departments that were owed money through the Original Debt; and

WHEREAS, once the \$1,410,077.70 amount was deducted from the Original Debt, the remaining debt owed by the City to the County for past services rendered was \$5,570,297.30 (the “Adjusted Debt”); and

WHEREAS, based on the Adjusted Debt, the monthly payment from the City was reduced to \$100,090.95, which included a three percent (3%) annual interest rate, for 60 months until the Adjusted Debt was fully repaid; and

WHEREAS, since June 2019, the City has made its monthly payment of \$100,090.95 under the Agreement; and

WHEREAS, because the City has been making its required payments timely and consistently over the last four (4) years, it has requested that the County eliminate the interest due on the Adjusted Debt; and

WHEREAS, based on the City's steady payment history and cooperation in carrying out the terms of the Agreement over the last four (4) years, the County agrees to eliminate the three percent (3%) annual interest rate on the Adjusted Debt and instead apply any portions of the previous payments made by the City that were allocated for interest to the principal on the Adjusted Debt; and

WHEREAS, once the amount collected toward interest to date is applied to the principal on the Adjusted Debt, the City will have completed repayment of the Adjusted Debt through the payment made to the County based on the January 2024 billings; and

WHEREAS, in addition to the Adjusted Debt, pursuant to Paragraph 16(B) of the Agreement, the City also owes the County \$2,500,000 because the County installed new meters throughout the City in order to assist with the upgrade of the City's utility and the County's billing services for the City under the Agreement (the "Meter Debt"); and

WHEREAS, the City has been making monthly payments toward the Meter Debt in the amount of \$44,921.73 since January 2023, which payments include a three percent (3%) annual interest rate; and

WHEREAS, in October 2023, the County purchased additional meters for the City in the amount of \$63,831.71, which has been added to the Meter Debt; and

WHEREAS, the City would like to increase its monthly payment toward the Meter Debt from \$44,921.73 to \$100,000, including the three percent (3%) annual interest rate; and

WHEREAS, the County agrees to the City's request to increase the amount of its monthly payments toward the Meter Debt; and

WHEREAS, to the extent the County must purchase and install additional meters for the City in the future, the County will invoice the City for the costs of the labor and materials for such meters, and the City shall pay for such costs through either direct payment to the County or by allowing the County to deduct the costs through the remittance process of the City's funds that are collected by the County pursuant to the Agreement,

NOW, THEREFORE, in consideration of the covenants herein stated, the Parties agree as follows:

Section 1. The above recitals are true and correct and are incorporated into this Agreement.

Section 2. The County agrees to eliminate the three percent (3%) annual interest payment on the Adjusted Debt and will apply any monies already paid by the City toward interest to the principal of the Adjusted Debt. The County further agrees that, with the application of the interest payments made to date to the principal, the City will have repaid the Adjusted Debt to the County as of its payment made with the January 2024 billings. Attached hereto is a revised Exhibit B-1 to the Agreement, which reflects the elimination of the interest portion of the repayment on the Adjusted Debt (hereinafter, “Amended Exhibit B-1”).

Section 3. The County agrees that the City may accelerate its repayment of the Meter Debt by making monthly payments in the amount of \$100,000 rather than \$44,921.73, including the interest due on the Meter Debt, until the Meter Debt has been repaid in full, which is estimated to be by the end of 2025. Attached hereto is a revised Exhibit D-1 to the Agreement, which reflects the accelerated payments on the Meter Debt (hereinafter, “Amended Exhibit D-1”).

IN WITNESS WHEREOF, the Parties hereto have executed these presents as of the day and year first above written.

ATTEST:

Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

BY: _____
Deputy Clerk

BY: _____
County Mayor

Print Name Date

ATTEST:

CITY OF OPA-LOCKA

BY: _____
City Clerk

BY: _____
City Manager

Approved as to form and legal
sufficiency:

Approved as to form and legal
sufficiency:

DRAFT

Miami-Dade County Overall Debt Amortization Table
City of Opa-locka

Final Pmt
65,295.05

Years: **5**
 *Interest Rate:
 Debt Amount: **5,570,297.30**

Monthly Payment: **100,090.95**
 Months: **60

** Debt restructure resulted in decrease in number of months from 60 to 56.

*Credit for interest paid through Jan. 2024 fully applied to principal. Therefore, Loan Future Value is the same as the Principal amount.

Principal Amount: **5,570,297.30** *Loan Future Value **5,570,297.30**
 Total Interest Payment **0.00**

Payment #	Principal	Total Principal Paid	Interest	Total Interest Paid	Balance	Monthly Payment	Billings for the Month of
0				0.00	5,570,297.30		
1	100,090.95	100,090.95	0.00	0.00	5,470,206.35	100,090.95	June 2019
2	100,090.95	200,181.90	0.00	0.00	5,370,115.40	100,090.95	July 2019
3	100,090.95	300,272.85	0.00	0.00	5,270,024.45	100,090.95	Aug. 2019
4	100,090.95	400,363.80	0.00	0.00	5,169,933.50	100,090.95	Sep. 2019
5	100,090.95	500,454.75	0.00	0.00	5,069,842.55	100,090.95	Oct. 2019
6	100,090.95	600,545.70	0.00	0.00	4,969,751.60	100,090.95	Nov. 2019
7	100,090.95	700,636.65	0.00	0.00	4,869,660.65	100,090.95	Dec. 2019
8	100,090.95	800,727.60	0.00	0.00	4,769,569.70	100,090.95	Jan. 2020
9	100,090.95	900,818.55	0.00	0.00	4,669,478.75	100,090.95	Feb. 2020
10	100,090.95	1,000,909.50	0.00	0.00	4,569,387.80	100,090.95	March 2020
11	100,090.95	1,101,000.45	0.00	0.00	4,469,296.85	100,090.95	April 2020
12	100,090.95	1,201,091.40	0.00	0.00	4,369,205.90	100,090.95	May 2020
13	100,090.95	1,301,182.35	0.00	0.00	4,269,114.95	100,090.95	June 2020
14	100,090.95	1,401,273.30	0.00	0.00	4,169,024.00	100,090.95	July 2020
15	100,090.95	1,501,364.25	0.00	0.00	4,068,933.05	100,090.95	Aug. 2020
16	100,090.95	1,601,455.20	0.00	0.00	3,968,842.10	100,090.95	Sep. 2020
17	100,090.95	1,701,546.15	0.00	0.00	3,868,751.15	100,090.95	Oct. 2020
18	100,090.95	1,801,637.10	0.00	0.00	3,768,660.20	100,090.95	Nov. 2020
19	100,090.95	1,901,728.05	0.00	0.00	3,668,569.25	100,090.95	Dec. 2020
20	100,090.95	2,001,819.00	0.00	0.00	3,568,478.30	100,090.95	Jan. 2021
21	100,090.95	2,101,909.95	0.00	0.00	3,468,387.35	100,090.95	Feb. 2021
22	100,090.95	2,202,000.90	0.00	0.00	3,368,296.40	100,090.95	March 2021
23	100,090.95	2,302,091.85	0.00	0.00	3,268,205.45	100,090.95	April 2021
24	100,090.95	2,402,182.80	0.00	0.00	3,168,114.50	100,090.95	May 2021
25	100,090.95	2,502,273.75	0.00	0.00	3,068,023.55	100,090.95	June 2021
26	100,090.95	2,602,364.70	0.00	0.00	2,967,932.60	100,090.95	July 2021
27	100,090.95	2,702,455.65	0.00	0.00	2,867,841.65	100,090.95	Aug. 2021
28	100,090.95	2,802,546.60	0.00	0.00	2,767,750.70	100,090.95	Sep. 2021
29	100,090.95	2,902,637.55	0.00	0.00	2,667,659.75	100,090.95	Oct. 2021
30	100,090.95	3,002,728.50	0.00	0.00	2,567,568.80	100,090.95	Nov. 2021
31	100,090.95	3,102,819.45	0.00	0.00	2,467,477.85	100,090.95	Dec. 2021
32	100,090.95	3,202,910.40	0.00	0.00	2,367,386.90	100,090.95	Jan. 2022

EXHIBIT

Amended
B-1

Miami-Dade County Overall Debt Amortization Table
City of Opa-locka

Final Pmt
65,295.05

Years: **5**
 *Interest Rate: **5.570,297.30**
 Debt Amount: **5,570,297.30**

Monthly Payment: 100,090.95
****Months: 60**

**** Debt restructure resulted in decrease in number of months from 60 to 56.**

***Credit for interest paid through Jan. 2024 fully applied to principal. Therefore, Loan Future Value is the same as the Principal amount.**

***Loan Future Value 5,570,297.30**

Principal Amount: 5,570,297.30

Total Interest Payment 0.00

Payment #	Principal	Total Principal Paid	Interest	Total Interest Paid	Balance	Monthly Payment	Billings for the Month of
33	100,090.95	3,303,001.35	0.00	0.00	2,267,295.95	100,090.95	Feb. 2022
34	100,090.95	3,403,092.30	0.00	0.00	2,167,205.00	100,090.95	March 2022
35	100,090.95	3,503,183.25	0.00	0.00	2,067,114.05	100,090.95	April 2022
36	100,090.95	3,603,274.20	0.00	0.00	1,967,023.10	100,090.95	May 2022
37	100,090.95	3,703,365.15	0.00	0.00	1,866,932.15	100,090.95	June 2022
38	100,090.95	3,803,456.10	0.00	0.00	1,766,841.20	100,090.95	July 2022
39	100,090.95	3,903,547.05	0.00	0.00	1,666,750.25	100,090.95	Aug. 2022
40	100,090.95	4,003,638.00	0.00	0.00	1,566,659.30	100,090.95	Sep. 2022
41	100,090.95	4,103,728.95	0.00	0.00	1,466,568.35	100,090.95	Oct. 2022
42	100,090.95	4,203,819.90	0.00	0.00	1,366,477.40	100,090.95	Nov. 2022
43	100,090.95	4,303,910.85	0.00	0.00	1,266,386.45	100,090.95	Dec. 2022
44	100,090.95	4,404,001.80	0.00	0.00	1,166,295.50	100,090.95	Jan. 2023
45	100,090.95	4,504,092.75	0.00	0.00	1,066,204.55	100,090.95	Feb. 2023
46	100,090.95	4,604,183.70	0.00	0.00	966,113.60	100,090.95	March 2023
47	100,090.95	4,704,274.65	0.00	0.00	866,022.65	100,090.95	April 2023
48	100,090.95	4,804,365.60	0.00	0.00	765,931.70	100,090.95	May 2023
49	100,090.95	4,904,456.55	0.00	0.00	665,840.75	100,090.95	June 2023
50	100,090.95	5,004,547.50	0.00	0.00	565,749.80	100,090.95	July 2023
51	100,090.95	5,104,638.45	0.00	0.00	465,658.85	100,090.95	Aug. 2023
52	100,090.95	5,204,729.40	0.00	0.00	365,567.90	100,090.95	Sep. 2023
53	100,090.95	5,304,820.35	0.00	0.00	265,476.95	100,090.95	Oct. 2023
54	100,090.95	5,404,911.30	0.00	0.00	165,386.00	100,090.95	Nov. 2023
55	100,090.95	5,505,002.25	0.00	0.00	65,295.05	100,090.95	Dec. 2023
56	65,295.05	5,570,297.30	0.00	0.00	(0.00)**	65,295.05	Jan. 2024

Miami-Dade County Meter Replacement & Installation Cost Amortization Table						
City of Opa-locka						
Years:	5	Monthly Payment:	44,921.73	Revision Pmt	100,000.00	Final Pmt
Interest Rate:	3.000%	Months:	60 *			
Debt Amount:	2,500,000.00		0.250%			
Principal Amount: 2,500,000.00						
Proposed effective date: February 2024 Billings						
Loan Future Value 2,695,210.78 *						
Additional Meter Replacement Expense as of Oct 23 63,831.71						
Total Interest Payment 131,379.06 *						
* Debt restructure resulted in decrease in number of months from 60 to 35 and an interest savings of \$63,924.53. Debt restructure is based on the actual cost of meter replacements which was approx. \$64K over the estimated amount.						
Payment #	Principal	Total Principal Paid	Interest	Total Interest Paid	Balance	Monthly Payment
0				0.00	2,500,000.00	
1	38,671.73	38,671.73	6,250.00	6,250.00	2,461,328.27	44,921.73
2	38,768.41	77,440.13	6,153.32	12,403.32	2,422,559.87	44,921.73
3	38,865.33	116,305.46	6,056.40	18,459.72	2,383,694.54	44,921.73
4	38,962.49	155,267.95	5,959.24	24,418.96	2,344,732.05	44,921.73
5	39,059.90	194,327.85	5,861.83	30,280.79	2,305,672.15	44,921.73
6	39,157.55	233,485.39	5,764.18	36,044.97	2,266,514.61	44,921.73
7	39,255.44	272,740.83	5,666.29	41,711.25	2,227,259.17	44,921.73
8	39,353.58	312,094.41	5,568.15	47,279.40	2,187,905.59	44,921.73
9	39,451.96	351,546.37	5,469.76	52,749.17	2,148,453.63	44,921.73
10	39,550.59	391,096.97	5,371.13	58,120.30	2,172,734.74	44,921.73
11	39,489.89	430,586.86	5,431.84	63,552.14	2,133,244.85	44,921.73
12	39,588.61	470,175.47	5,333.11	68,885.25	2,093,656.24	44,921.73
13	39,687.59	509,863.06	5,234.14	74,119.39	2,053,968.65	44,921.73
14	94,866.08	604,729.14	5,134.92	79,254.31	1,959,103.67	100,000.00
15	95,102.24	699,830.38	4,897.76	84,152.07	1,864,001.33	100,000.00
16	95,340.00	795,170.37	4,660.00	88,812.07	1,768,661.34	100,000.00
17	95,578.35	890,748.72	4,421.65	93,233.73	1,673,082.99	100,000.00
18	95,817.29	986,566.01	4,182.71	97,416.43	1,577,265.70	100,000.00
19	96,056.84	1,082,622.85	3,943.16	101,359.60	1,481,208.86	100,000.00
20	96,296.98	1,178,919.83	3,703.02	105,062.62	1,384,911.88	100,000.00
21	96,537.72	1,275,457.55	3,462.28	108,524.90	1,288,374.16	100,000.00
22	96,779.06	1,372,236.61	3,220.94	111,745.84	1,191,595.10	100,000.00
23	97,021.01	1,469,257.62	2,978.99	114,724.82	1,094,574.09	100,000.00
24	97,263.56	1,566,521.19	2,736.44	117,461.26	997,310.52	100,000.00
25	97,506.72	1,664,027.91	2,493.28	119,954.53	899,803.80	100,000.00
26	97,750.49	1,761,778.40	2,249.51	122,204.04	802,053.31	100,000.00
27	97,994.87	1,859,773.27	2,005.13	124,209.18	704,058.44	100,000.00
28	98,239.85	1,958,013.12	1,760.15	125,969.32	605,818.59	100,000.00
29	98,485.45	2,056,498.58	1,514.55	127,483.87	507,333.13	100,000.00
30	98,731.67	2,155,230.24	1,268.33	128,752.20	408,601.47	100,000.00
31	98,978.50	2,254,208.74	1,021.50	129,773.71	309,622.97	100,000.00
32	99,225.94	2,353,434.68	774.06	130,547.76	210,397.03	100,000.00
33	99,474.01	2,452,908.69	525.99	131,073.76	110,923.02	100,000.00
34	99,722.69	2,552,631.38	277.31	131,351.06	11,200.33	100,000.00
						Billings for the Month of
						Jan. 2023
						Feb. 2023
						March 2023
						April 2023
						May 2023
						June 2023
						July 2023
						Aug. 2023
						Sep. 2023
						Oct. 2023
						Nov. 2023
						Dec. 2023
						Jan. 2024
						Feb. 2024
						March 2024
						April 2024
						May 2024
						June 2024
						July 2024
						Aug. 2024
						Sep. 2024
						Oct. 2024
						Nov. 2024
						Dec. 2024
						Jan. 2025
						Feb. 2025
						March 2025
						April 2025
						May 2025
						June 2025
						July 2025
						Aug. 2025
						Sep. 2025
						Oct. 2025

EXHIBIT

Amended
D-1

Miami-Dade County Meter Replacement & Installation Cost Amortization Table						
City of Opa-locka						
Years:	5	Monthly Payment:	44,921.73	Revision Pmt	100,000.00	Final Pmt
Interest Rate:	3.000%	Months:	60 *			
Debt Amount:	2,500,000.00		0.250%			
Principal Amount: 2,500,000.00		Proposed effective date: February 2024 Billings				
		Loan Future Value				
		Additional Meter Replacement				
		Expense as of Oct 23				
		Total Interest Payment				
		* Debt restructure resulted in decrease in number of months from 60 to 35 and an interest savings of \$63,924.53. Debt restructure is based on the actual cost of meter replacements which was approx. \$64K over the estimated amount				
Payment #	Principal	Total Principal Paid	Interest	Total Interest Paid	Balance	Monthly Payment
35	11,200.33	2,563,831.71	28.00	131,379.06	(0.00)	11,228.33
						Billings for the Month of
						Nov. 2025
						Dec. 2025

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD THE PLACEMENT OF "FUTURE AGENDA ITEMS" TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") previously passed Ordinance 2023-03, amending Article II, Division 2, Section 2-45 of the City of Opa-Locka's Code of Ordinances, entitled "agenda" to delete all references to "future agenda items"; and

WHEREAS, the Ordinance repealed provisions of previously adopted Ordinance 20-12, which required a section for "future agenda items" because such items provided the City Administration with the opportunity to conduct adequate research and focus on priorities of the majority of the City Commission prior to a final vote; and

WHEREAS, the City Commission now desires to add placement of "Future Agenda Items" back to the City Commission agenda and require a majority vote of the City Commission prior to placement of an item on a City Commission agenda.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article II, Division 2, and Section 2-45 City of Opa-Locka Code of Ordinances entitled "Agenda" to allow for a portion of each regular commission agenda to include "Future Agenda Items" and shall specifically read:

Sec. 2-45. Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

(19) Future agenda items;

(20) Mayor/commission reports;

(21) Official board appointments;

(22) Adjournment.

(d) Future agenda item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.

(e) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(f) Preparation of agendas.

(1) Except in the case of future agenda items, all requests for placement of items on a regular city commission agenda by ~~the mayor, commissioners, a department heads~~ and any other party must ~~shall~~ be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk's office before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. Other Language Remaining Same. All other language set forth in Article II, Division 2 Entitled Rules of Procedure, Section 2-45 entitled Agenda shall remain the same.

Section 4. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

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: _____

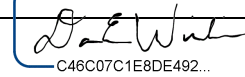
VOTE:

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



City of Opa-Locka Agenda Cover Memo

DocuSigned by:


 C46C07C1E8DE492...

City Manager:	Darvin E. Williams		CM Signature:				
Commission Meeting Date:	02.15.2024		Item Type: (Enter X in box)	Resolution	Ordinance		Other
					X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
				X	X		
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
		X			X		
Funding Source: Account#: Enterprise Fund	(Enter Fund & Dept) See the 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#: Piggyback				
		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	Commissioner Williams		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka to authorizing the repeal of Ordinance No. 2023-03 and re-establishing the subsection of Article II, Division 2, Section 2-45 entitled "future agenda items"

Staff Summary:

Ordinance 2023-03 amended Article II, Division 2, Section 2-45 entitled "agenda" to delete all references to "future agenda items". Previously adopted by Ordinance 20-12, the addition of the subsection "future agenda items" to the City Commission agenda provided the City Administration with the opportunity to conduct adequate research and focus on commission items that has a majority vote prior to being placed on the agenda for a final vote. The repeal of this Ordinance will ensure that agenda items can be properly structured and will include the intent of the legislation with the guidance of the City Commission. There shall also be a revision in the submission timeline to ensure City Administration can meet the deadlines. The current

schedule causes conflict and does not provide sufficient time between the previous meeting and the submission of agenda items for the next Commission meeting.

Financial Impact: There is no financial impact for this item.

Proposed Action:

Staff recommends the City Commission the repeal of Ordinance No. 2023-03 and re-establishing the subsection of Article II, Division 2, Section 2-45 entitled "future agenda items".

Attachment:

Resolution 2020-12

Resolution 2023-03

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCE TO FUTURE AGENDA ITEM(S); PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 9, 2020, the City Commission of the City of Opa-Locka, Florida ("City Commission") adopted Ordinance 20-12, adding Future Agenda Items to the Commission Agenda, seeking to give the City Manager the best opportunity to utilize City Staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, Future Agenda Items has required a majority vote to discuss an item at the following commission meeting and provides City Staff with guidance in the preparation of commission items, thereby giving items a better opportunity for passage and more clarity; and

WHEREAS, it is the intent of this Ordinance that any legislation to be considered by the City Commission shall be submitted to the City Manager for fiscal analysis no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the next regularly scheduled Commission Meeting. The City Manager shall serve as the central repository of agenda items, the City Manager will forward an Agenda Cover Memo and all supporting documents to the City Attorney no later than 5:00 p.m. on the Monday no later than nine (9) business days before the agenda is printed and disseminated; and

WHEREAS, the City Commission desires to amend Section 2-45 of Article II, Division 2, of the City of Opa-Locka's Code of Ordinances entitled "Agenda" to remove all reference to Future Agenda Item(s).

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article II, Division 2, and Section 2-45 entitled "Agenda" to remove all reference to Future Agenda Item(s) with renumbering and lettering as necessary and shall read:

Sec. 2-45. Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action

items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

~~*(19) Future agenda items;*~~

~~*(1920) Mayor/commission reports;*~~

(2024) Official board appointments;

(2122) Adjournment.

~~(d) Future agenda item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.~~

(e) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(f) Preparation of agendas.

(1) All requests for placement of items on a city commission agenda by the mayor, commissioners, department heads and any other party must be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated;

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk's office ~~no later than 12:00 p.m. on the Monday, four (4) business days before the agenda is disseminated;~~

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. **Other Language Remaining Same.** All other language set forth in Article II, Division 2 Entitled Rules of Procedure, Section 2-45 entitled Agenda shall remain the same.

Section 4. **Conflict & Repealer.**

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 5. **Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. **Inclusion In Code.**

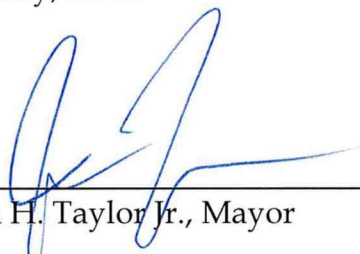
It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. **Effective Date.**

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this 11th day of January, 2023.

PASSED SECOND READING this 8th day of February, 2023.



John H. Taylor Jr., Mayor

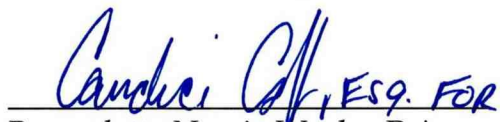
ATTEST:



Joanna Flores, City Clerk

Christopher Wills, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Candice Off, Esq. FOR
Burnadette Norris-Weeks, P.A.

Moved by: Commissioner Kelley

Seconded by: Vice Mayor Ervin

VOTE: 3-2

Commissioner Bass	NO
Commissioner Kelley	YES
Commissioner Williams	NO
Vice Mayor Ervin	YES
Mayor Taylor	YES

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CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, February 8, 2023 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCE TO FUTURE AGENDA ITEM(S); PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 11, 2023).

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 (first reading / public hearing held on January 25, 2023).

All Interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, February 8, 2023.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

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

Joanna Flores, CMC
City Clerk
City of Opa-locka



CITY OF OPA-LOCKA

NOTICE OF SPECIAL PLANNING & ZONING BOARD MEETING

NOTICE IS HEREBY GIVEN that a meeting of the Opa-locka Special Planning & Zoning Board Meeting will be held on **Thursday, February 9, 2023, at 7 p.m.**, in the auditorium at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. The purpose of Planning & Zoning Board Meeting is to discuss and consider the following:

- 1) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE FINAL SITE PLAN REQUEST FROM HERNANDEZ DEVELOPMENT SERVICES, LLC FOR THE CONSTRUCTION AND OPERATION OF A FOUR-STORY SELF STORAGE FACILITY BUILDING THAT WILL PROVIDE APPROXIMATELY 1,200 STORAGE UNITS, PROVIDE THE REQUIRED PARKING SPACES AND PROVIDE COVERED LOADING SPACE FOR CONVENIENCE AT 14301 NW 27TH AVENUE, AND IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.
- 2) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT FROM HERNANDEZ DEVELOPMENT SERVICES, LLC FOR THE CONSTRUCTION AND OPERATION OF A FOUR-STORY SELF STORAGE FACILITY BUILDING THAT WILL PROVIDE APPROXIMATELY 1,200 STORAGE UNITS, PROVIDE THE REQUIRED PARKING SPACES AND PROVIDE COVERED LOADING SPACE FOR CONVENIENCE AT 14301 NW 27TH AVENUE, AND IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Procedures for Public Participation

Planning & Zoning Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Planning & Zoning Board may do so in person or virtually.

To participate virtually, please register online by 5:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

How to watch the meeting

Members of the public can watch City of Opa-locka public meetings at <https://www.youtube.com/user/CityofOpaLocka>.

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 (voice) for assistance at least 24 hours prior to the proceeding. TTY users may call via 711 (Florida Relay Service) prior to the proceeding. For questions and/or additional information, please contact the Office of the Community Redevelopment Clerk by email at khall@opalockafl.gov or by telephone at (305) 953-2800.

Kinshannta Hall
Planning & Zoning Clerk
Joanna Flores, CMC
City Clerk



City of Opa-Locka Agenda Cover Memo

Department Director:				Department Director Signature:			
City Manager:	Darvin Williams			CM Signature:			
Commission Meeting Date:	01.11.2023		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X					
			Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X	X	
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communcation ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	Mayor Taylor		Department: City Commission				

Short Title:

An ordinance of the City Commission of the City of Opa-locka amending Article II, Division 2, Section 2-45 entitled "Agenda" to remove the section to include "Future Agenda Items" on the Regular City Commission Agenda.

Staff Summary:

The intent of Future Agenda Items was to allow staff adequate time to research and prepare agenda items. The City Commission would like to amend the legislation to remove Future Agenda Items due to the delay in presentation of legislation.

Upon approval, all requests for placement of legislation must be submitted to the City Manager for fiscal analyses no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled Commission Meeting. As the central repository of agenda items, the City Manager will forward the Agenda Cover Memo and supporting documents to the City Attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda it printed and disseminated.

Financial Impact- The City will incur no expense related to the proposed action.

Proposed Action:

Upon adoption of legislation staff will act accordingly to the legislation.

Attachment:

Ordinance No. 2020-12

1st Reading/Public Hearing: July 8, 2020
2nd Reading/Public Hearing: September 9, 2020
Adopted: September 9, 2020
Effective Date: September 9, 2020
Sponsored By: Commissioner Bass, Mayor Pigatt, Vice Mayor Davis

ORDINANCE NO. 2020-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 ENTITLED "AGENDA" TO ALLOW FOR A PORTION OF EACH REGULAR CITY COMMISSION AGENDA TO INCLUDE "FUTURE AGENDA ITEMS"; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER, INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") desires to give the City Manager the best opportunity to utilize city staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, the City Commission desires to amend Article II, Division 2, Section 2-45 of the City of Opa-Locka's Code of Ordinances to add "Future Agenda Item" to the Commission Agenda; and

WHEREAS, several cities have a portion of the regular City Commission agenda set aside for a discussion of "Future Agenda Items", which allows staff time to better prepare commission items following thoughtful discussion by the City Commission; and

WHEREAS, Future Agenda Items require a majority vote to discuss an item at the following commission meeting and provides city staff with more guidance in the preparation of commission items, thereby giving items a better opportunity for passage; and

WHEREAS, the City Commission finds that allowing a portion of each regular commission agenda to include "Future Agenda Items" is in the best interest of the City of Opa-Locka.

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. Amending Article II, Division 2, Section 2-45 of the City of Opa-Locka's City's Code of Ordinances entitled "Agenda" to allow for a portion of each regular commission agenda to include "Future Agenda Items" and shall specifically read:

Sec. 2-45. - Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

(19) Future Agenda Items

(20) Mayor/commission reports;

((21) Official board appointments;

(22) Adjournment.

(d) Future Agenda Item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and

vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.

(de) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(ef) Preparation of agendas.

(1) All requests for placement of items on a city commission agenda by the mayor, commissioners, department heads and any other party must be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk's office no later than 12:00 p.m. on the Monday, four (4) business days before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or

applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of Opa-Locka that the amendments contained of this Ordinance shall, at some time in the future, become and be made a part of City of Opa-Locka's Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 6. Effective Date.

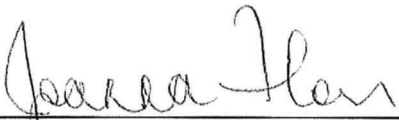
This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED AND ADOPTED this 9th day of September, 2020.



Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Vice Mayor Davis

<u>VOTE:</u>	5-0
Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

1st Reading/Public Hearing: July 8, 2020
2nd Reading/Public Hearing: September 9, 2020
Adopted: September 9, 2020
Effective Date: September 9, 2020
Sponsored By: Commissioner Bass, Mayor Pigatt, Vice Mayor Davis

ORDINANCE NO. 2020-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 ENTITLED "AGENDA" TO ALLOW FOR A PORTION OF EACH REGULAR CITY COMMISSION AGENDA TO INCLUDE "FUTURE AGENDA ITEMS"; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER, INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") desires to give the City Manager the best opportunity to utilize city staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, the City Commission desires to amend Article II, Division 2, Section 2-45 of the City of Opa-Locka's Code of Ordinances to add "Future Agenda Item" to the Commission Agenda; and

WHEREAS, several cities have a portion of the regular City Commission agenda set aside for a discussion of "Future Agenda Items", which allows staff time to better prepare commission items following thoughtful discussion by the City Commission; and

WHEREAS, Future Agenda Items require a majority vote to discuss an item at the following commission meeting and provides city staff with more guidance in the preparation of commission items, thereby giving items a better opportunity for passage; and

WHEREAS, the City Commission finds that allowing a portion of each regular commission agenda to include "Future Agenda Items" is in the best interest of the City of Opa-Locka.

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. Amending Article II, Division 2, Section 2-45 of the City of Opa-Locka's City's Code of Ordinances entitled "Agenda" to allow for a portion of each regular commission agenda to include "Future Agenda Items" and shall specifically read:

Sec. 2-45. - Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

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(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two – County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning;

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

(19) Future Agenda Items

(20) Mayor/commission reports;

(210) Official board appointments;

(224) Adjournment.

(d) Future Agenda Item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and

vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.

(de) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(ef) Preparation of agendas.

(1) All requests for placement of items on a city commission agenda by the mayor, commissioners, department heads and any other party must be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk's office no later than 12:00 p.m. on the Monday, four (4) business days before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or

applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of Opa-Locka that the amendments contained of this Ordinance shall, at some time in the future, become and be made a part of City of Opa-Locka's Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 6. Effective Date.

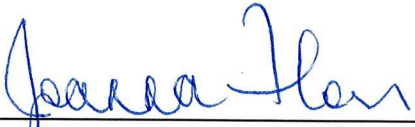
This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED AND ADOPTED this 9th day of September, 2020.



Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Vice Mayor Davis

VOTE: 5-0

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FOUR HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$470,841.24); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2023, the City Commission approved Resolution 22-045 for the procurement of a new Vactor Truck (Vactor Model 2115i mounted on a 2023 Freightliner Model 114SD truck chassis) with the intent to lease and finance for a five-year term with an interest rate of 4.57% and annual payments of One Hundred Six Thousand Two Hundred Thirty-One Dollars and seventy-seven cents (\$106,231.77), where at the end of the lease term, the City assumes ownership of the vehicle; and

WHEREAS, no contract has been executed, and the Interim City Manager recommends financing the lease for a four-year period; and

WHEREAS, the vehicle is anticipated to be delivered during the month of January, 2024, at which time the leasing contract would begin. An evaluation has been conducted and it has been determined that there will be a slightly lower interest rate of 4.55% which would be a savings to the City and a more attractive financing option; and

WHEREAS, the total cost of the five-year lease to own plan is Five Hundred Thirty-One Thousand One Hundred Fifty-Eight Dollars and eighty-five cents (\$531,158.85). The total cost of the four-year lease to own plan is Four Hundred Seventy Thousand Eight Hundred Forty-One Dollars and twenty-four cents (\$470,841.24), providing a savings of sixty thousand three hundred seventeen dollars and sixty-one cents (\$ 60,317.61); and

WHEREAS, Sourcewell previously awarded a contract to Environmental Products Group, Inc., pursuant to its Request for Proposals (RFP) No. 101221 for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related

Accessories and Supplies, for a four-year period commencing December 20, 2021 through November 29, 2025. The contract may be extended for a fifth year at Sourcewell's discretion; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback Sourcewell Cooperative Program Agreement 101221-VTR with Environmental Products Group, Inc. to accept a four-year capital lease agreement in the amount of Four Hundred Seventy Thousand Eight Hundred Forty-One Dollars and twenty-four cents (\$ 470,841.24).

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

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, Florida piggybacks the Sourcewell Cooperative Program Agreement 101221-VTR with Environmental Products Group, Inc. to accept a four-year capital lease agreement for the purchase of a new Vactor Model 2115i mounted on a new 2023 Freightliner Model 114SD truck chassis, in the amount of Four Hundred Seventy Thousand Eight Hundred Forty-One Dollars and twenty-four cents (\$ 470,841.24).

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. CONFLICT AND REPEALER.

Any provision of any City of Opa-Locka ordinance or regulation or resolution which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

SECTION 5. LIBERAL CONSTRUCTION.

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

SECTION 6. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

SECTION 7. EFFECTIVE DATE.

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

PASSED FIRST READING this _____ day of _____, 2024.

PASSED SECOND READING this _____ day of _____, 2024.

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 10, 2024		Item Type:	Resolution	Ordinance	Other	
			X				
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1 st Reading		2 nd Reading	
			Public Hearing: (Enter X in box)	Yes	No	Yes	No
	X				X		
Funding Source: Account#:	(Enter Fund & Dept) See Attachments		Advertising Requirement: (Enter X in box)	Yes		No	
					X		
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	City Manager		Department: City Manager's Office	City Manager			

Short Title:

Lease Financing – Vactor Truck

Staff Summary:

Issue/Recommendation: Resolution 22-045 authorized the procurement of a new Vactor Truck with lease financing with a five-year term. Staff recommends amending the lease financing to a four-year period.

History: On October 5, 2023, the City Commission authorized the procurement of a Vactor Model 2115i mounted on a 2023 Freightliner Model 114SD truck chassis. This procurement was to be financed with a five-year lease with an interest rate of 4.57% and annual payments of \$106,231.77. At the end of the lease term, the City assumes ownership of the vehicle.

Current Activity: The vehicle is anticipated to be delivered this month (January, 2024), at which time the leasing contract will begin. Staff has evaluated a four-year lease with a slightly lower interest rate of 4.55% and believes the savings, as outlined in the Financial Impact Section, are significant enough to make the four-year plan a more attractive financing option.

Financial Impact:

	Five-Year Plan	Four-Year Plan	Savings
Annual Payment	106,231.77	113,960.31	
Interest Rate	4.57%	4.55%	
Years Of Maintenance Included	5.00	4.00	
Total Lease Cost	531,158.85	455,841.24	
Fifth Year Of Maintenance	Incl Above	15,000.00	
Total Five-Year Cost	531,158.85	470,841.24	60,317.61

Proposed Action:

Staff recommends the City Commission approve the procurement of the Vactor truck with a four-year lease plan.

Attachment:

1. Four-Year Lease Plan
2. Five-Year Lease Plan

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: Interim City Manager

ORDINANCE NO. 24-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, RE-ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 21, 2023, the State of Florida ("State") has advised the City of Opa-Locka ("City") that the required Budget Summary advertisement used with the original second hearing for the adoption of the Fiscal Year 2023-2024 Annual City budget was incorrect since it reflected Property Tax Revenue after the Opa-Locka Community Redevelopment Agency ("CRA") Tax Increment Financing contribution rather than before the Tax Increment Financing (TIF) Contribution, and was considered to violate Property Tax (TRIM) Statute requirements, consequently requiring a new advertisement, a public hearing and the re-adoption of the original Fiscal Year 2023-2024 Millage Rate and Annual Budget; and

WHEREAS, further, the City received notification of violation of two TRIM requirements 1) Failure to use a minimum of 95% collection rate and 2) An incorrect Budget Summary advertisement since Net Property Tax rather than Gross Property Tax was used; and

WHEREAS, the City cured the minimum collection rate alleged violation by demonstrating that when the TIF contribution was added back, the 95% collection rate requirement was satisfied; and

WHEREAS, further, the City maintains that there was no provisions in the TRIM Statute requiring Gross Property Tax Revenue in the Budget Summary, that the Net Property Tax Revenue used in the Budget Summary was based on a 95% collection factor, albeit less due to the reduction from the TIF contribution, and that there was no guidance in the TRIM Manual as to how to reflect both Gross and Net Property Tax Revenue in the Budget Summary; and

WHEREAS, a modified format has been approved by the State and the required advertisements were run in the Miami Herald on January 21, 2024 and February 11, 2024; and

WHEREAS, in accordance with State Statutes, the City must use a minimum of a 95% collection rate in computing property tax revenue (Gross Property Tax Revenue) for the budget, which it has always done. Once having computed that amount, the City then subtracts the TIF contribution to the CRA, and the remaining amount retained by the City, Net Property Tax Revenue, is the property tax revenue for the City's budget; and

WHEREAS, the TRIM Statute also requires that there be a Budget Summary advertisement announcing the second hearing of the adoption of the millage rate and annual budget; and

WHEREAS, the Interim City Manager recommends the City Commission re-adopt the original Fiscal Year 2023-2024 Millage Rate after conducting a public hearing; and

WHEREAS, on July 26, 2023, the City Commission of the City of Opa-Locka, Florida ("City Commission") adopted Resolution No. 23-107, setting the tentative millage rate of 9.350 mills, after further review of the budget desires to set the final millage rate of 9.350 mills for Fiscal Year 2023-2024, commencing October 1, 2023 and ending September 30, 2024, and held public hearings on September 13, 2023 and September 27, 2023; and

WHEREAS, the Miami-Dade County Property Appraiser has determined the non-exempt net aggregate value of taxable property (real, personal, and centrally assessed properties), in the City of Opa-Locka for the Fiscal Year 2023-2024 to be \$1,718,241,394; and

WHEREAS, as discussed at the original hearing, the originally adopted Fiscal Year 2023-2024 millage rate (Ordinance 2023-15) was 9.3500 mills which is 9.39% higher than the City's rolled-back rate of 8.5576 mills and is sufficient to meet the objectives of the Fiscal Year 2023-2024 Annual Budget. In accordance with the Florida Property Tax (TRIM) Statute, this millage rate requires either a 5-0 or 4-1 vote to successfully pass; and

WHEREAS, the public and all interested parties had the opportunity to address their comments to the City Commission regarding the millage rate; and

WHEREAS, having considered the comments of the public regarding the millage rate, the City Commission of the City of Opa-Locka desires to re-adopt a final millage rate for Fiscal Year 2023-2024.

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

Section 1. Adoption of Representations.

The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2. Re-Adoption of Millage Rate.

The City Commission of the City of Opa-Locka hereby adopts and establishes the millage rate of the City of Opa-Locka for Fiscal Year 2023-2024, commencing October 1, 2023 through September 30, 2024, at 9.3500 mills, which is \$9.35 per \$1,000 of assessed property value within the City of Opa-Locka. This represents a 9.39% increase above the rolled-back rate of 8.5476 mills, which is \$8. 5476 per \$1,000 of assessed property value within the City of Opa-Locka.

Section 3. Public Hearings.

Public hearings are to be held by the Commission on January 24, 2024 and February 14, 2024 at 7:01 p.m. for each hearing.

Section 4. Transmittal.

The City Clerk of the City of Opa-Locka is hereby directed to transmit a certified copy of this Ordinance to the Miami-Dade County Property Appraiser and the Tax Collector of Miami-Dade County.

Section 5. Inclusion in Code.

It is hereby the intention of the Commission of the City of Opa-Locka and it is hereby provided that the provisions of this Ordinance may become and be made a part of the Code of Opa-Locka, Florida.

Section 6. 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 Interim City Manager following review by the City Attorney, without the need of a public hearing by filing a corrected copy of same with the City Clerk.

Section 7. Conflict and Repealer.

Any provision of any City of Opa-Locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

Section 8. Liberal Construction.

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

Section 9. Severability.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

Section 10. 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 _____, 2024.

PASSED SECOND READING this _____ day of _____, 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Davis	_____
Commissioner Dominguez	_____
Vice-Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan			Department Director Signature:	DocuSigned by: C46C07C1E8DE492...		
City Manager:	Darvin E. Williams			CM Signature:			
Commission Meeting Date:	Jan 24, 2024		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
N/A	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X		X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☒ Qual. of Life & City Image ☒ Communication ☒	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) All areas			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Re-Adoption Of Original FY 24 Millage Rate

Staff Summary:

Issue / Recommendation: The State has advised the City that the required Budget Summary advertisement used with the original second hearing for the adoption of the FY 24 Annual City budget was incorrect since it reflected Property Tax Revenue after the CRA TIF contribution rather than before the TIF Contribution, and was considered to violate Property Tax (TRIM) Statute requirements, consequently requiring a new advertisement, a public hearing and the re-adoption of the original FY 24 Millage Rate and Annual Budget. Staff recommends the City Commission re-adopt the original FY 24 Millage Rate after conducting a public hearing.

Background / History: In accordance with State Statutes, the City must use a minimum of a 95% collection rate in computing property tax revenue (Gross Property Tax Revenue) for the budget, which it has always done. Once having computed that amount, the City then subtracts the Tax Increment Financing (TIF) contribution to the CRA, and the remaining amount retained by the City, Net Property Tax Revenue, is the property tax revenue for the City's budget.

The TRIM Statute also requires that there be a Budget Summary advertisement announcing the second hearing of the adoption of the millage rate and annual budget. This ad is a detailed statement of revenues sources and expense categories by fund, including property tax. The TRIM Manual directs that the advertisement should have at least 95% of property tax revenue included in the budget. The advertisement format provided in the TRIM Manual only allows for one property tax amount for each millage rate. Ever since the CRA was created, the City has used Net Property Tax Revenue in this advertisement, which is based on the 95% computation, although being a lesser amount due to the reduction for the TIF contribution. Net Property Tax is reflected in the City's budget and has been deemed appropriate for a Budget Summary. This approach has been reviewed each year by the State and has been deemed to be satisfactory.

Current Activity: On November 23, 2023, the City received notification of violation of two TRIM requirements.

1. Failure to use a minimum of 95% collection rate
2. An incorrect Budget Summary advertisement since Net Property Tax rather than Gross Property Tax was used.

The City was in dialogue with the State for several weeks to resolve these issues. The first issue was immediately resolved by demonstrating that when the TIF contribution was added back, the 95% collection rate requirement was satisfied.

In regard to the second issue, the City's position was that there was nothing in the TRIM Statute requiring Gross Property Tax Revenue in the Budget Summary, that the Net Property Tax Revenue used in the Budget Summary was based on a 95% collection factor, albeit less due to the reduction from the TIF contribution, and that there was no guidance in the TRIM Manual as to how to reflect both Gross and Net Property Tax Revenue in the Budget Summary. The State remained adamant that the City was in violation and directed the City to develop whatever format necessary to reflect both categories of Property Tax Revenue to visually satisfy the 95% collection factor while also reflecting the Net Property Tax Revenue in the City's budget.

A modified format has been approved by the State and the required advertisements were run in the Miami Herald on January 21st.

As was discussed at the original hearing, the originally adopted FY 24 millage rate (Ordinance 2023-15) was 9.3500 mills which is 9.39% higher than the City's rolled-back rate of 8.5576 mills and is sufficient to meet the objectives of the FY 24 Annual Budget. In accordance with the Florida Property Tax (TRIM) Statute, this millage rate requires either a 5-0 or 4-1 vote to successfully pass.

Financial Impact: Until resolved and approved by the State, a portion of property tax revenue and State revenue-sharing funds can be held back.

Proposed Action:

Staff recommends the City Commission conduct a public hearing and then re-adopt the original FY 24 Millage Rate of 9.3500 mills.

Attachment:

1. Florida Department of Revenue Letter of Violations
2. Amended Budget Summary Advertisement
3. Non-Compliance Notice of Proposed Tax Increase

NOTICE OF PROPOSED TAX INCREASE

THE PREVIOUS NOTICE PLACED BY THE CITY OF OPA-LOCKA HAS BEEN DETERMINED BY THE DEPARTMET OF REVENUE TO BE IN VIOLATION OF THE LAW, NECESSITATING THIS SECOND NOTICE.

The City of Opa-locka has tentatively adopted a measure to increase its property tax levy.

Last year’s property tax levy:

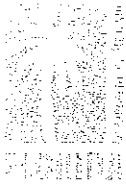
- A. Initially proposed tax levy.....\$14,505,480
- B. Less tax reduction due to Value Adjustment Board
And other assessment changes.....\$ 392,537
- C. Actual property tax levy.....\$14,112,943

This year’s proposed tax levy.....\$16,065,557

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

**February 15, 2024
7:00 p.m.
at
Commission Chambers
Opa-locka Municipal Complex
780 Fisherman Street, Opa-locka, FL**

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

November 21, 2023

Darvin E. Williams, Interim City Manager
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Re: Truth in Millage (TRIM) Certification

Dear Mr. Williams:

The Department of Revenue (Department) has reviewed the millage certification documents submitted by your taxing authority under sections 200.065 and 200.068, Florida Statutes (F.S.). The following errors are violations of the Truth in Millage (TRIM) law. Your taxing authority must correct the errors immediately or be subject to the loss of revenue sharing and ad valorem revenues from millage in excess of the rolled-back rate.

FINDINGS OF FACT

1. The ad valorem proceeds in the Budget Summary advertisement were calculated using less than 95 percent of the gross taxable value, as required by s. 200.065(2)(a)1, F.S. The ad valorem proceeds were understated by approximately \$1,512,499 or 10% (see attached copy for correct calculations).
2. The Budget Summary advertisement did not follow the language required by s. 200.065(3)(l), F.S. See the illustration in the copy attached.

CONCLUSIONS OF LAW

1. Section 200.065(2)(a)1, F.S., requires each taxing authority, in calculating the millage, to use not less than 95 percent of taxable value the property appraiser certified. This is 95 percent of the gross taxable value appearing on line 4 of Form DR-420. The taxing authority must apply the millage to at least 95 percent of the taxable value, and the tentative advertised budget must be at least 95 percent of actual proceeds. Use of less than 95 percent of the gross taxable value constitutes non-compliance with ss. 200.065(2)(a)1., and (3)(l), F.S., as well as Rule 12D-17.005 (2)(c)3., F.A.C.
2. The failure to comply with proper language in the Budget Summary advertisement violates s. 200.065(3)(l), F.S., and Rule 12D-17.005(2)(c)16., F.A.C.

OPPORTUNITY TO REMEDY

The law provides the taxing authority the opportunity to correct these violations by readvertising, holding a rehearing and recertifying compliance under s. 200.065(13), F.S.

Within 15 days of receipt of this notice, the taxing authority must post the *Notice of Proposed Tax Increase* (with applicable violation clause) and *Budget Summary* advertisements.

Section 200.065(13)(b) and (c), F.S., establishes the requirements stated in this letter. Section 200.065(12), F.S., requires the taxing authority to hold a new millage and budget hearing two to five days following publication of the advertisement.

After advertising and holding the new final hearing, please forward the following to the Property Tax Oversight TRIM office:

- Copies of the advertisements (full page from newspaper) with proofs of publication
- A copy of the resolution/ordinance adopting the millage
- A copy of the resolution/ordinance adopting the budget; and
- *Certification of Compliance* (Form DR-487)

By copy of this notice, the Department is notifying and directing the tax collector to withhold ad valorem tax revenue collected in excess of the rolled-back rate until the taxing authority meets the requirements of law.

By copy of this notice, the Department is notifying the Refunds and Revenue Distribution process of the General Tax Administration program to proceed under ss. 200.065(13)(a), 218.23(1), and 218.63(2), F.S., and Chapter 12D -10, Florida Administrative Code, to withhold revenue sharing funds until the taxing authority corrects its noncompliance or, if not corrected, for 12 months following the Department's determination of noncompliance. If the taxing authority does not correct its noncompliance, the Department will deposit the withheld funds into the General Revenue Fund.

If the taxing authority fails to correct these violations in the manner described in s. 200.065(13), F.S., and does not recertify compliance to the Department after readvertising and holding the rehearings, the taxing authority will forfeit its state revenue sharing funds and ad valorem proceeds in excess of the rolled-back rate. If the taxing authority recertifies compliance and the Department determines the recertification is not in compliance with s. 200.065, F.S., the same consequences will occur.

This determination applies only to the TRIM certification requirements. The Department will send a determination regarding the maximum millage levy requirements of s. 200.065(5), F.S., in a separate notice.

If the taxing authority believes the certification submitted does not support the Department's determination, please consider the following notice.

NOTICE OF RIGHTS

You may have the right to seek an administrative determination of the facts in this matter under chapter 120, F.S., by filing a petition for administrative hearing with the Department's clerk in the Office of General Counsel, Post Office Box 6668, Tallahassee, Florida 32314-6668. Any such petition must meet the requirements of ch. 28-106, Florida Administrative Code, and should be

filed, and received, within 15 days from receipt of this notice. Such administrative tribunal has no equitable or injunctive powers under Florida Law. Under section 200.065, F.S., mediation is not available in any administrative dispute of the type of agency action announced in this notice.

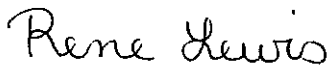
If you proceed with the administrative determination and are unsuccessful and you do not correct the noncompliance as outlined in this notice, your ability to levy ad valorem taxes, based on the violations stated in this letter, will be seriously in question.

You may also have the right to adjudicate this matter before a circuit court under ch. 86, F.S., and applicable Florida law.

You have the right to seek judicial review of this order as provided in section 120.68, F.S., by the filing of a Notice of Appeal as provided in Rule 9.110, Florida Rules of Appellate Procedure, with the Department's clerk in the Office of General Counsel, Post Office Box 6668, Tallahassee, Florida 32314-6668 and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. This Notice of Appeal must be filed within 30 days from the date of this order.

If you have any questions, please contact Wyatt Peters at (850) 617-8921.

Sincerely,



Rene Lewis, Program Director
Property Tax Oversight

cc: Honorable Peter Cam
Miami-Dade County Tax Collector

Andrea Hunter, Revenue Program Administrator
Florida Department of Revenue
Refunds and Revenue Accounting

GS/#23.26

BUDGET SUMMARY							
City of Opa-locka, FL - Fiscal Year 2023-2024							
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF OPA-LOCKA, FL ARE							
2.7% LESS THAN THE FISCAL YEAR 2022-2023 AMENDED BUDGETED OPERATING EXPENDITURES							
General Fund	9.3500 Mills						
ESTIMATED REVENUES	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ENTERPRISE FUND	INTERNAL SERVICE	TOTAL ALL FUNDS
Taxes	Millage per \$1,000						
	9.3500 Mills						
Ad Valorem - Gross	15,262,279	-	-	-	-	-	15,262,279
CRA TIF Contribution	(1,512,498)	-	-	-	-	-	(1,512,498)
Ad Valorem - Net	13,749,781	-	-	-	-	-	13,749,781
Sales & Use Taxes	-	475,000	2,446,250	1,096,000	-	-	4,017,250
Utility Taxes	90,640	-	1,699,500	-	-	-	1,790,140
Franchise Fees	2,436,989	-	-	-	-	-	2,436,989
Licenses	256,876	-	-	-	-	-	256,876
Permits	1,150,582	-	-	-	-	-	1,150,582
Charges For Services	95,023	-	-	-	12,856,407	-	12,951,430
Fines & Forfeitures	3,695,585	252,500	-	-	-	-	3,948,085
Intergovernmental Revenue	-	-	849,750	-	-	-	849,750
Other Revenue	912,502	-	200	50,000	634,248	-	1,596,950
Grants	250,000	225,000	-	4,241,136	-	-	4,716,136
TOTAL REVENUE	22,637,978	952,500	4,995,700	5,387,136	13,490,655	-	47,463,969
Loans	1,400,000	-	-	2,666,224	-	-	4,066,224
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Fund Balance/Reserves/Net Assets	14,185,082	534,308	908,348	6,593,627	(1,090,336)	-	21,131,028
TOTAL FUNDING SOURCES	43,485,536	1,486,808	6,048,433	27,822,691	12,624,590	5,353,521	96,821,579
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TOTAL EXPENDITURES	28,537,344	1,144,761	1,351,122	21,702,127	12,794,163	5,353,521	70,883,038
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Fund Balance/Reserves/Net Assets	3,375,328	342,047	908,348	(370,935)	(2,476,604)	-	1,778,183
TOT EXPEND + TRANSFER-OUT	43,485,536	1,486,808	6,048,433	27,822,691	12,624,590	5,353,521	96,821,579
The tentative / adopted budget is on file in the City of Opa-locka, FL, City Clerk Office as a public record							

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: Interim City Manager

ORDINANCE NO. 24-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RE-ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 21, 2023, the State of Florida ("State") advised the City of Opa-Locka "City") that the required Budget Summary advertisement used with the original second hearing for the adoption of the Fiscal Year 2023-2024 Annual City budget was incorrect since it reflected Property Tax Revenue after the Opa-Locka Community Redevelopment Agency ("CRA") Tax Increment Financing contribution rather than before the Tax Increment Financing (TIF) Contribution, and was considered to violate Property Tax (TRIM) Statute requirements, consequently requiring a new advertisement, a public hearing and the re-adoption of the original Fiscal Year 2023-2024 Millage Rate and Annual Budget; and

WHEREAS, further, the City received notification of violation of two TRIM requirements 1) Failure to use a minimum of 95% collection rate and 2) An incorrect Budget Summary advertisement since Net Property Tax rather than Gross Property

Tax was used; and

WHEREAS, the City cured the minimum collection rate alleged violation by demonstrating that when the TIF contribution was added back, the 95% collection rate requirement was satisfied; and

WHEREAS, further, the City maintains that there was no provisions in the TRIM Statute requiring Gross Property Tax Revenue in the Budget Summary, that the Net Property Tax Revenue used in the Budget Summary was based on a 95% collection factor, albeit less due to the reduction from the TIF contribution, and that there was no guidance in the TRIM Manual as to how to reflect both Gross and Net Property Tax Revenue in the Budget Summary; and

WHEREAS, a modified format has been approved by the State and the required advertisements were run in the Miami Herald on January 21, 2024 and February 11, 2024; and

WHEREAS, in accordance with State Statutes, the City must use a minimum of a 95% collection rate in computing property tax revenue (Gross Property Tax Revenue) for the budget, which it has always done. Once having computed that amount, the City then subtracts the TIF contribution to the CRA, and the remaining amount retained by the City, Net Property Tax Revenue, is the property tax revenue for the City's budget; and

WHEREAS, the TRIM Statute also requires that there be a Budget Summary advertisement announcing the second hearing of the adoption of the millage rate and annual budget; and

WHEREAS, the General, Proprietary and Special Revenue Funds Budget for Fiscal Year 2022-2023, commences on October 1, 2023 and ends September 30, 2024; and

WHEREAS, the Interim City Manager recommends the City Commission re-adopt the original General, Proprietary and Special Funds Budget for The Fiscal Year 2023-2024, Commencing October 1, 2023 through September 30, 2024, after conducting a public hearing; and

WHEREAS, pursuant to Article IV, Section 4.5 of the City of Opa-Locka Charter, the City Manager has prepared and presented to the City Commission of the City of Opa-Locka a budget and an explanatory budget review that details revenues, expenditures and other budgetary considerations for Fiscal Year 2023-2024; and

WHEREAS, the proposed Fiscal Year 2023-2024 Budget for the City of Opa-Locka includes an estimate of departmental revenues, and expenditures; and

WHEREAS, pursuant to Section 200.065, Florida Statutes, the City Commission conducted Public Hearings on January, 24, 2024 and February 14, 2024; and

WHEREAS, the public hearings for the Proposed Budget have been held as stated above, and comments from the public concerning said Budget have been heard and considered; and

WHEREAS, the City Commission of the City of Opa-Locka, having had an opportunity to review and re-approve the Proposed Budget, as deemed appropriate, after hearing comments from the public regarding the Proposed Budget and having

complied with the "Truth in Millage (**TRIM**)" requirements of the Florida Statutes, desires to adopt a General, Proprietary and Special Revenue Funds Budget for Fiscal Year 2022-2023, commencing October 1, 2023.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2. Title.

This Ordinance shall be known and may be cited as the "2023-2024 General, Proprietary and Special Revenue Funds Budget Ordinance".

Section 3. Interim City Manager's Recommendation.

Pursuant to Article IV, Section 4.5 of the City Charter, the Interim City Manager has recommended a proposed General, Proprietary and Special Revenue Funds Budget to the City Commission for the Fiscal Year commencing October 1, 2023 through September 30, 2024, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

Section 4. Approval of Fiscal Year 2023-2024 General, Proprietary and Special Revenue Funds Budget.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed General, Proprietary and Special Revenue Funds Budget for the

Fiscal Year 2023-2024, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

Section 5. Authorization of City Manager.

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 General, Proprietary and Special Revenue Funds Budget for Fiscal Year 2023-2024.

Section 6. Adoption and Ratification of Expenditure Allocations.

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 the General, Proprietary and Special Revenue Funds Budget shall be expended in accordance with the appropriations provided in the Budget adopted by this Ordinance, which shall constitute an appropriation of amounts specified therein. Expenditure control will 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.

Section 7. Outstanding Encumbrances.

Any and all outstanding encumbrances as of September 30, 2023, shall not lapse at that time and appropriations have been hereby provided for those

outstanding encumbrances that have been incurred prior to September 30, 2023, but are not expected to be paid until on or after October 1, 2023. Receipts from sources not anticipated in the attached budget may be appropriated and expended by Ordinance duly enacted by the City Commission in accordance with applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, by the City Manager, or by Resolution adopted by the City Commission. The City Manager is authorized to approve adjustments to expenditure code allocations, within the limit of departmental appropriations made in the attached Budget.

Section 8. Authorization of Finance Director.

The City's Finance Director, in accordance with the City Charter, is hereby authorized to deposit into the accounts of the General, Proprietary and Special Revenue Funds, any interest on deposits earned or accrued to the benefit of any trust funds, revolving accounts, working capital reserves, or other funds held in trust by the City of Opa-Locka, unless specifically prohibited from doing so by trust or other agreements.

Section 9. Setting Fees and Charges.

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 10. Conflict and Repealer.

All Ordinances or Code provisions in conflict herewith are hereby repealed.

Section 11. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 12. Effective Date.

This Ordinance shall become effective immediately upon final passage.

PASSED FIRST READING this _____ day of _____, 2024.

PASSED SECOND READING this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Ordinance No. 24-XX

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Kelley _____

Commissioner Williams _____

Vice Mayor Ervin _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan			Department Director Signature:	 DocuSigned by: C46C07C1E8DE402		
City Manager:	Darvin E. Williams			CM Signature:	 C46C07C1E8DE402		
Commission Meeting Date:	Feb 15, 2024		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
N/A	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X		X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☒ Qual. of Life & City Image ☒ Communication ☒	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) All areas			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Re-Adoption Of Original FY 24 Annual Budget

Staff Summary:

Issue / Recommendation: The State has advised the City that the required Budget Summary advertisement used with the original second hearing for the adoption of the FY 24 Annual City budget was incorrect since it reflected Property Tax Revenue after the CRA TIF contribution rather than before the TIF Contribution, and was considered to violate Property Tax (TRIM) Statute requirements; consequently requiring a new advertisement, a public hearing and the re-adoption of the original FY 24 Millage Rate and Annual Budget. Staff recommends the City Commission re-adopt the original FY 24 Annual Budget after conducting a public hearing.

Background / History: The circumstances pertaining to this requirement have been addressed in the accompanying Agenda Cover Memo regarding re-adoption of the FY 24 Millage Rate.

The FY 24 Annual Budget was originally adopted with Ordinance 2023-16 and the first hearing for the re-adoption of the FY 24 Annual Budget was conducted on January 24, 2024

Current Activity: The required advertisements were run in the Miami Herald on February 11th.

Financial Impact: Until resolved and approved by the State, a portion of property tax revenue and State revenue-sharing funds can be held back.

Proposed Action:

Staff recommends the City Commission conduct a public hearing and then re-adopt the original FY 24 Annual Budget.

Attachment:

1. Budget Book
2. Florida Department of Revenue Letter of Violations
3. Amended Budget Summary Advertisement
4. Non-Compliance Notice of Proposed Tax Increase

NOTICE OF PROPOSED TAX INCREASE

THE PREVIOUS NOTICE PLACED BY THE CITY OF OPA-LOCKA HAS BEEN DETERMINED BY THE DEPARTMET OF REVENUE TO BE IN VIOLATION OF THE LAW, NECESSITATING THIS SECOND NOTICE.

The City of Opa-locka has tentatively adopted a measure to increase its property tax levy.

Last year’s property tax levy:

- A. Initially proposed tax levy.....\$14,505,480
- B. Less tax reduction due to Value Adjustment Board
And other assessment changes.....\$ 392,537
- C. Actual property tax levy.....\$14,112,943

This year’s proposed tax levy.....\$16,065,557

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

**February 15, 2024
7:00 p.m.
at
Commission Chambers
Opa-locka Municipal Complex
780 Fisherman Street, Opa-locka, FL**

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

November 21, 2023

Darvin E. Williams, Interim City Manager
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Re: Truth in Millage (TRIM) Certification

Dear Mr. Williams:

The Department of Revenue (Department) has reviewed the millage certification documents submitted by your taxing authority under sections 200.065 and 200.068, Florida Statutes (F.S.). The following errors are violations of the Truth in Millage (TRIM) law. Your taxing authority must correct the errors immediately or be subject to the loss of revenue sharing and ad valorem revenues from millage in excess of the rolled-back rate.

FINDINGS OF FACT

1. The ad valorem proceeds in the Budget Summary advertisement were calculated using less than 95 percent of the gross taxable value, as required by s. 200.065(2)(a)1, F.S. The ad valorem proceeds were understated by approximately \$1,512,499 or 10% (see attached copy for correct calculations).
2. The Budget Summary advertisement did not follow the language required by s. 200.065(3)(l), F.S. See the illustration in the copy attached.

CONCLUSIONS OF LAW

1. Section 200.065(2)(a)1, F.S., requires each taxing authority, in calculating the millage, to use not less than 95 percent of taxable value the property appraiser certified. This is 95 percent of the gross taxable value appearing on line 4 of Form DR-420. The taxing authority must apply the millage to at least 95 percent of the taxable value, and the tentative advertised budget must be at least 95 percent of actual proceeds. Use of less than 95 percent of the gross taxable value constitutes non-compliance with ss. 200.065(2)(a)1., and (3)(l), F.S., as well as Rule 12D-17.005 (2)(c)3., F.A.C.
2. The failure to comply with proper language in the Budget Summary advertisement violates s. 200.065(3)(l), F.S., and Rule 12D-17.005(2)(c)16., F.A.C.

OPPORTUNITY TO REMEDY

The law provides the taxing authority the opportunity to correct these violations by readvertising, holding a rehearing and recertifying compliance under s. 200.065(13), F.S.

Within 15 days of receipt of this notice, the taxing authority must post the *Notice of Proposed Tax Increase* (with applicable violation clause) and *Budget Summary* advertisements.

Section 200.065(13)(b) and (c), F.S., establishes the requirements stated in this letter. Section 200.065(12), F.S., requires the taxing authority to hold a new millage and budget hearing two to five days following publication of the advertisement.

After advertising and holding the new final hearing, please forward the following to the Property Tax Oversight TRIM office:

- Copies of the advertisements (full page from newspaper) with proofs of publication
- A copy of the resolution/ordinance adopting the millage
- A copy of the resolution/ordinance adopting the budget; and
- *Certification of Compliance* (Form DR-487)

By copy of this notice, the Department is notifying and directing the tax collector to withhold ad valorem tax revenue collected in excess of the rolled-back rate until the taxing authority meets the requirements of law.

By copy of this notice, the Department is notifying the Refunds and Revenue Distribution process of the General Tax Administration program to proceed under ss. 200.065(13)(a), 218.23(1), and 218.63(2), F.S., and Chapter 12D -10, Florida Administrative Code, to withhold revenue sharing funds until the taxing authority corrects its noncompliance or, if not corrected, for 12 months following the Department's determination of noncompliance. If the taxing authority does not correct its noncompliance, the Department will deposit the withheld funds into the General Revenue Fund.

If the taxing authority fails to correct these violations in the manner described in s. 200.065(13), F.S., and does not recertify compliance to the Department after readvertising and holding the rehearings, the taxing authority will forfeit its state revenue sharing funds and ad valorem proceeds in excess of the rolled-back rate. If the taxing authority recertifies compliance and the Department determines the recertification is not in compliance with s. 200.065, F.S., the same consequences will occur.

This determination applies only to the TRIM certification requirements. The Department will send a determination regarding the maximum millage levy requirements of s. 200.065(5), F.S., in a separate notice.

If the taxing authority believes the certification submitted does not support the Department's determination, please consider the following notice.

NOTICE OF RIGHTS

You may have the right to seek an administrative determination of the facts in this matter under chapter 120, F.S., by filing a petition for administrative hearing with the Department's clerk in the Office of General Counsel, Post Office Box 6668, Tallahassee, Florida 32314-6668. Any such petition must meet the requirements of ch. 28-106, Florida Administrative Code, and should be

filed, and received, within 15 days from receipt of this notice. Such administrative tribunal has no equitable or injunctive powers under Florida Law. Under section 200.065, F.S., mediation is not available in any administrative dispute of the type of agency action announced in this notice.

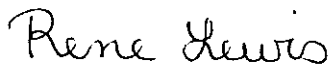
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You may also have the right to adjudicate this matter before a circuit court under ch. 86, F.S., and applicable Florida law.

You have the right to seek judicial review of this order as provided in section 120.68, F.S., by the filing of a Notice of Appeal as provided in Rule 9.110, Florida Rules of Appellate Procedure, with the Department's clerk in the Office of General Counsel, Post Office Box 6668, Tallahassee, Florida 32314-6668 and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. This Notice of Appeal must be filed within 30 days from the date of this order.

If you have any questions, please contact Wyatt Peters at (850) 617-8921.

Sincerely,



Rene Lewis, Program Director
Property Tax Oversight

cc: Honorable Peter Cam
Miami-Dade County Tax Collector

Andrea Hunter, Revenue Program Administrator
Florida Department of Revenue
Refunds and Revenue Accounting

GS/#23.26

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The tentative / adopted budget is on file in the City of Opa-locka, FL, City Clerk Office as a public record							

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

ORDINANCE NO. 24-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, 2023 AND ENDING SEPTEMBER 30, 2024, 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 2023-2024 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 23-16, amended by Ordinance 2023-23 and re-adopted by Ordinance ; 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 2023-2024 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, 2023, 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 2023-2024, 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 2023-2024.

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, 2023, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2023, 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 _____, 2024.

PASSED SECOND READING this ____ day of _____, 2024.

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:	 DocuSigned by: Robert Anathan	
City Manager:	Darvin Williams		CM Signature:	 C46C07C1F8DF492	
Commission Meeting Date:	2-15-24		Item Type:	Resolution	Ordinance
			(Enter X in box)		X
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading	2nd Reading
(Enter X in box)			(Enter X in box)		X
N/A	X		Public Hearing:	Yes	No
			(Enter X in box)	X	X
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:	Yes	No
Account# :	See Attachments		(Enter X in box)	X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid#:		
(Enter X in box)		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:	
(Enter X in box)		X	Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	(list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	
			City Manager's Office		

Short Title:

FY 24 Budget Amendment #2 – Second Hearing

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 24 Budget Amendment #2 on first hearing.

History: The City Commission adopted the City FY 24 Budget on September 27, 2023 (Ordinance 2023-15) which was approved by the State. This budget was composed of \$70.9 million of expenditures and \$24.1 million of funding being transferred between various Funds, resulting in a total budget of \$95.0 million.

On November 8, 2023 the City Commission approved Budget Amendment #1 with Ordinance 2023-23. The primary function of this budget amendment was to move projects not completed in FY 23 into FY 24. This budget amendment added \$5,077,317 of additional expenditures, primarily CIP projects being moved into FY

24. Interfund Transfers were also increased by \$3,986,297, reflecting the transfer of funds from Operating Funds to the CIP Funds to complete these projects.

Current Activity: The first hearing for Budget Amendment #2 was conducted on January 24, 2024. With this second hearing, there are now 34 line-items recommended for adjustment. The primary factors impacting this amendment are carryovers from FY 23. Grants and loans originally anticipated for FY 23 (\$1,782,207) will now be received in FY 24. The majority of this funding is reimbursement for projects that were primarily expended in FY 23. \$223,000 of interest income and \$15,000 in Federal reimbursements is the remainder of this funding.

As indicated below, expenditures, excluding Transfers-Out, is a net of \$150,115 after being offset by expenditure savings. Consequently, 92.5% (\$1,870,092) of the funding in this amendment is used to reduce the use of Fund Balance. The largest expenditures in this amendment, before being offset by savings, are the Burlington Canal Phase I, a carryover from FY 23, of \$639,255; \$225,500 for the completion and finalization of the Police Station and \$140,000 for ten-months (through September 30, 2024) of outsourced HR Director services.

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

Funding

Revenue / Loans / Grants	\$2,020,207
Use Of Fund Balance	(1,870,092)
Total Funding – Excluding Transfers-In	150,115
Transfers-In	(1,333,621)
Total Funding	(\$1,183,506)

Expenditure

Expenditure – Excluding Transfers-Out	\$ 150,115
Transfers-Out	(1,333,621)
Total Expenditure	(\$1,183,506)

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 second 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 24 Budget Amendment #2 - Detail - Second Hearing

<u>#</u>	<u>Amendment Details</u>			<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
1	<u>HR External Director Services</u>						
	HR	Exp	13-513312	Other Professional Services	-	140,000	140,000
	HR	Exp	13-513110	Salaries - Executive	101,777	(65,000)	36,777
	Police	Exp	26-512497	Red Light Camera Service	703,873	(75,000)	628,873
							-
2	<u>Commission Monthly Allowance & Memberships</u>						
	Comm	Exp	10-511306	Monthly Allowance - Major	2,400	1,200	3,600
	Comm	Exp	10-511307	Monthly Allowance - Commission	9,600	4,800	14,400
	Comm	Exp	10-511540	Memberships	2,500	2,500	5,000
	Comm	Exp	10-515547	Conferences & Meetings	4,000	7,500	11,500
	Gen Fnd	Rev	001-361100	Interest Income	3,090	10,000	13,090
	Fin	Exp	17-513120	Salaries-Regular	677,129	(6,000)	671,129
							-
3	<u>Parks & Rec Special Events</u>						
	P&Rec	Exp	72-572403	Special Events	414,411	5,000	419,411
	Gen Fnd	Rev	001-361100	Interest Income	13,090	5,000	18,090

Ten months of HR Director services, offset by HR Executive Salaries and Red Light Camera savings due to delayed installation of new cameras

Update of Commission Monthly Allowance to reflect ordinance change

Increase in Special Events for Breast Cancer awareness month of October

FY 24 Budget Amendment #2 - Detail - Second Hearing

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>
							-
							-
4	<u>Salaries - Executive</u>						-
	Comm	Exp	10-511110	Salaries - Executive	33,090	(27,500)	5,590
	Comm	Exp	10-511120	Salaries - Regular	-	27,500	27,500
	Manager	Exp	12-512110	Salaries - Executive	435,626	(435,000)	626
	Manager	Exp	12-512120	Salaries - Regular	399,894	435,000	834,894
	Clerk	Exp	16-512110	Salaries - Executive	96,189	(95,000)	1,189
	Clerk	Exp	16-512120	Salaries - Regular	179,062	95,000	274,062
	Fin	Exp	17-513110	Salaries - Executive	131,038	(130,000)	1,038
	Fin	Exp	17-513120	Salaries - Regular	671,129	130,000	801,129
	HR	Exp	13-513110	Salaries - Executive	36,777	(35,000)	1,777
	HR	Exp	13-513120	Salaries - Regular	132,289	35,000	167,289
	Comm Dev	Exp	37-515110	Salaries - Executive	89,630	(88,000)	1,630
	Comm Dev	Exp	37-515120	Salaries - Regular	293,101	88,000	381,101
	Bld&Lic	Exp	30-524110	Salaries - Executive	91,202	(90,000)	1,202
	Bld&Lic	Exp	30-524120	Salaries - Regular	278,748	90,000	368,748
	P&Rec	Exp	72-572110	Salaries - Executive	81,422	(80,000)	1,422
	P&Rec	Exp	72-572120	Salaries - Regular	410,480	80,000	490,480
	Pol	Exp	26-521110	Salaries - Executive	131,037	(130,000)	1,037
	Pol	Exp	26-521120	Salaries - Regular	4,480,650	130,000	4,610,650
	PW Admin	Exp	32-541110	Salaries - Executive	115,313	(115,000)	313
	PW Admin	Exp	32-541120	Salaries - Regular	269,978	115,000	384,978
	IT	Exp	85-512110	Salaries - Executive	101,777	(101,777)	-
	IT	Exp	85-512120	Salaries - Regular	176,741	101,777	278,518
							-
5	<u>Water - Sewer - Rate Study</u>						-
	WS-Wtr	Exp	64-533312	Other Professional Service	30,500	27,500	58,000
	WS-SWR	Exp	35-535312	Other Professional Service	144,250	22,500	166,750
	WS-Ops	Rev	440-361100	Interest Income	-	26,700	26,700
	WS-Wtr	Exp	64-533120	Salaries-Regular	213,390	(18,300)	195,090
	WS-Ops	Rev	440-334781	Grants - SRF	-	5,000	5,000
							-
6	<u>Stormwater - Rate Study-Tipping Fees</u>						-
	Strm-Ops	Exp	43-538312	Other Professional Service	34,000	14,360	48,360
	Strm-Ops	Rev	450-361100	Interest Income	-	14,360	14,360
	Strm-Ops	Rev	450-334781	Grants	-	45,000	45,000
	Strm-Ops	Exp	73-541431	Tipping Fees	9,000	45,000	54,000

Change in accounting to no longer utilize the Salaries - Executive account. All funds to be moved to Salaries-Regular Account

Funding for Rate study

Funding for Rate study & Tipping Fees for Street Sweeper;
SRF Grant

Exhibit "A"

FY 24 Budget Amendment #2 - Detail - Second Hearing

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
7	<u>WS-Uniform Rent Adjustment</u>						-	
	WS-Wtr	Exp	64-533341	Uniform Rental	1,820	1,000	2,820	Cost Adjustment in Uniform Rental
	WS-SWR	Exp	35-535341	Uniform Rental	3,276	1,600	4,876	
	WS-SL-Mnt	Exp	63-533341	Uniform Rental	1,456	700	2,156	
	WS-Ops	Rev	440-361100	Interest Income	26,700	3,300	30,000	
8	<u>Stormwater - Uniforms</u>						-	
	Strm-Ops	Exp	43-541341	Uniform Rental	2,548	1,000	3,548	Cost Adjustment in Uniform Rental
	Strm-Ops	Rev	450-361100	Interest Income	14,360	1,000	15,360	
9	<u>Public Works - Roads - Vehicles - Trash Uniforms</u>						-	
	PW-Strt	Exp	41-541341	Uniform Rental	1,456	1,000	2,456	Cost Adjustment in Uniform Rental
	PW-Admin	Exp	32-541521	Clothing & Uniforms	1,500	2,200	3,700	
	PW-Trash	Exp	50-541341	Uniform Rental	1,092	800	1,892	
	Bldg&Grnd	Exp	39-541341	Uniform Rental	5,096	2,500	7,596	
	Gen Fnd	Rev	001-361100	Interest Income	18,090	6,500	24,590	
10	<u>Safe Neighborhood - Urban & Community Forestry - Federal / Police Station</u>						-	
	Safe Neigh	Exp	44-541856	Urban & Community Forestry	600,000	(500,000)	100,000	New account code for Urban Forestry Grant;
	Safe Neigh	Exp	44-541862	Urban & Community Forestry - Federa	-	500,000	500,000	
	Safe Neigh	Rev	320-334738	Urban Forestry Grant - Federal	-	500,000	500,000	
	Safe Neigh	Rev	320-334723	Urban Forestry Grant	550,000	(500,000)	50,000	
	Safe Neigh	Rev	320-334739	Sherbondy Courts FRDAP	-	50,000	50,000	
	Safe Neigh	Rev	320-334740	Street Safety Analysis Grant	-	200,000	200,000	
	Safe Neigh	Rev	320-334741	Segal Park FRDAP	-	50,000	50,000	
	Safe Neigh	Rev	320-334700	Grants - Other	1,300,000	(300,000)	1,000,000	

Exhibit "A"

FY 24 Budget Amendment #2 - Detail - Second Hearing

#	Amendment Details				Budget	Adj	Revised	
11	<u>Stormwater CIP - Burlington Canal - Change Of Funding Source</u>							
	ARPA	Trans-Out	15-538903	Transfer Out to Stormwater CIP	3,420,000	(750,000)	2,670,000	Transfer funding out of ARPA to Stormwater Fund Balance
	Strm CIP	Exp	87-5356328	Burlington Canal - PH II	750,000	(750,000)	-	
	Strm CIP	Exp	87-5356328	Burlington Canal - PH I	127,931	639,255	767,186	
	Strm Ops	Trans-Out	43-513917	Transfer Out to Stormwater CIP	702,931	285,879	988,810	
	Strm CIP	Rev	455-384130	Strm CIP Loans Burlington	-	353,376	353,376	
	ARPA	Fund Bal	105-383010	Use of Fund Balance	9,360,562	(750,000)	8,610,562	
	Strm Ops	Fund Bal	450-383010	Use of Fund Balance	568,336	285,879	854,215	
	Strm CIP	Trans-In	455-381105	Trans-In from ARPA	3,420,000	(750,000)	2,670,000	
	Strm CIP	Trans-In	455-381450	Trans-In from Stormwater Op	702,931	285,879	988,810	
12	<u>Non-Department - Advertising-General Expense</u>							
	Non-Dept	Exp	19-515491	Other Advertising	25,000	10,000	35,000	Additional Procurement Advertising funding needed; Citywide Police open house; Feed South FL
	Non-Dept	Exp	19-519493	General Expense	25,000	35,000	60,000	
	Non-Dept	Exp	19-519554	Donations to Non-Profits	-	29,700	29,700	
	Gen Fnd	Rev	001-361100	Interest Income	24,590	8,500	33,090	
	Fin	Exp	17-513120	Salaries-Regular	801,129	(41,500)	759,629	
	Non-Dept	Exp	19-519997	Tax Payments	22,100	10,000	32,100	
	Mgr	Exp	12-512120	Salaries - Regular	834,894	(10,000)	824,894	
	Comm Dev	Exp	37-515120	Salaries - Regular	366,101	(24,700)	341,401	
13	<u>Stormwater - Interest Revenue</u>							
	Strm-Ops	Rev	450-361100	Interest Income	15,360	49,640	65,000	Higher interest rate income going into Fund Balance
	Strm-Ops	Fund Bal	450-383010	Use of Fund Balance	854,215	(49,640)	804,575	
14	<u>Building & Grounds - Underground Tank Removal / Other</u>							
	Bldg&Grnd	Exp	39-541551	Maintenance Supplies	18,500	10,000	28,500	Demolishing for tanks funding needed
	Bldg&Grnd	Exp	39-541340	Other Contracted Services	372,200	102,000	474,200	
	Parks & Rec	Exp	72-541340	Other Contracted Services	5,000	(2,000)	3,000	
	Bldg&Grnd	Exp	39-541648	Vehicle Lease	27,478	9,145	36,623	
	PW Strt	Exp	41-541648	Vehicle Lease	9,145	(9,145)	-	
	Bldg&Grnd	Exp	39-541140	Salaries - Overtime	4,500	5,000	9,500	
	Bldg&Grnd	Exp	39-541431	Solid Waste Disposal Fee	50,000	(5,000)	45,000	
	Bldg&Grnd	Exp	39-541120	Salaries - Regular	621,894	(52,000)	569,894	
	Parks & Rec	Exp	72-572120	Salaries - Regular	490,480	(8,000)	482,480	
	Fin	Exp	17-513120	Salaries - Regular	759,629	(50,000)	709,629	

Exhibit "A"

FY 24 Budget Amendment #2 - Detail - Second Hearing

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
15	<u>WS-Water - Operating Expense - Parts & Repairs</u>							
	WS-Wtr	Exp	64-541542	Parts & Repairs	3,000	10,000	13,000	Funding for minor parts and repairs needed
	WS-Wtr	Exp	64-533520	Operating Expense	32,000	15,000	47,000	
	WS-Wtr	Exp	64-541493	General Expense	-	5,000	5,000	
	WS-Swr	Exp	35-535120	Salaries - Regular	312,484	(30,000)	282,484	
16	<u>Town Center - Other Contracted Services</u>							
	TCO	Exp	62-519340	Other Contracted Services	156,545	65,000	221,545	Security Guard services needed for longer than budgeted
	TCO	Rev	490-361100	Interest Income	-	35,000	35,000	
	Clerk	Exp	16-512120	Salaries - Regular	274,062	(15,000)	259,062	
	Clerk	Exp	16-512230	Life & Health Insurance	47,772	(5,000)	42,772	
	Mgr	Exp	12-512120	Salaries - Regular	824,894	(10,000)	814,894	
	Gen Fnd	Trans-Out	19-581926	Transfer Out to Town Center	712,787	30,000	742,787	
	TCO	Trans-In	490-381001	Transfer In from GF	712,787	30,000	742,787	
17	<u>WS-Sewer - Vehicle Lease</u>							
	WS-Swr	Exp	35-535648	Vehicle Lease	15,527	3,000	18,527	Vehicle Lease greater than budgeted
	WS-Ops	Rev	440-361100	Interest Income	30,000	3,000	33,000	
	WS-Swr	Exp	35-535493	General Expense	300	3,000	3,300	
	WS-Ops	Rev	440-334781	Grants - SRF	5,000	3,000	8,000	
18	<u>WS-Service Line - Vehicle - Repair & Maintenance</u>							
	WS-SL	Exp	63-533648	Vehicle Lease	7,863	3,150	11,013	Change in vehicle type increased lease payment
	WS-SL	Exp	63-533462	Repair & Maintenance	5,770	5,000	10,770	
	WS-Swr	Exp	35-535120	Salaries - Regular	282,484	(8,150)	274,334	
19	<u>Code - Other Professional Services</u>							
	Code	Exp	23-521312	Other Professional Services	12,000	25,000	37,000	Other Professional Services for Operational Assessment
	Code	Exp	23-521340	Other Contracted Services	30,000	(25,000)	5,000	
20	<u>Special Law Enforcement - Interest Revenue</u>							
	SLE	Rev	165-361100	Interest Income	-	10,000	10,000	Interest income for Fund Balance
	SLE	Fund Bal	165-383010	Use of Fund Balance	326,761	(10,000)	316,761	
21	<u>ARPA - Interest Revenue</u>							
	ARPA	Rev	105-361100	Interest Income	50,000	50,000	100,000	Interest income for Fund Balance
	ARPA	Fund Bal	105-383010	Use of Fund Balance	8,610,562	(50,000)	8,560,562	

Exhibit "A"

FY 24 Budget Amendment #2 - Detail - Second Hearing

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
							-	
22	<u>Finance - General Expense - Credit Card Fee - Uniform</u>						-	
Fin	Exp	17-513493	General Expense		-	4,000	4,000	Credit Card fees, Bank Fees account needs additional funding
Comm Dev	Exp	37-515120	Salaries - Regular	381,101	(15,000)	366,101		
Fin	Exp	17-513529	Credit Card Fee	15,000	15,000	30,000		
Fin	Exp	17-521521	Clothing & Uniforms	-	2,000	2,000		
Fin	Exp	17-513312	Other Professional Services	533,000	(6,000)	527,000		
							-	
23	<u>Manager - Travel & Per Diem</u>						-	
Mgr	Exp	12-512400	Travel & Per Diem	4,000	2,500	6,500		Travel & Per Diem account needs additional funding
Mgr	Exp	12-572120	Salaries - Regular	814,894	(2,500)	812,394		
Mgr	Exp	12-515547	Conferences & Meetings	2,720	4,000	6,720		
Parks & Rec	Exp	72-572120	Salaries - Regular	482,480	(4,000)	478,480		
							-	
24	<u>PW - Solid Waste - Other Contracted Services</u>						-	
PW-Trash	Exp	50-534340	Other Contracted Services	30,000	8,000	38,000		Site Clean up
PW- Strt	Exp	41-541120	Salaries - Regular	165,118	(8,000)	157,118		
							-	
25	<u>Police - Public Safety Equipment - Overtime</u>						-	
Pol	Exp	26-521644	Public Safety Equipment	8,000	5,000	13,000		Public Safety Equipment needed and additional OT funding needed
Pol	Exp	26-521340	Other Contracted Services	60,000	(13,000)	47,000		
Pol	Exp	26-521140	Salaries - Overtime	180,000	50,000	230,000		
Pol	Exp	26-521521	Clothing & Uniforms	18,000	12,000	30,000		
Pol	Exp	26-521648	Vehicle Lease	399,029	15,000	414,029		
Gen Fnd	Rev	001-369940	Cost Reimbursement	-	15,000	15,000		
HR	Exp	13-513230	Life & Health Insurance	32,668	(10,000)	22,668		
Fin	Exp	17-513230	Life & Health Insurance	84,209	(15,000)	69,209		
Com Dev	Exp	37-515230	Life & Health Insurance	46,313	(5,000)	41,313		
Parks & Rec	Exp	72-572230	Life & Health Insurance	83,327	(5,000)	78,327		
PW-Admin	Exp	32-541120	Salaries - Regular	384,978	(15,000)	369,978		
Code	Exp	23-521120	Salaries - Regular	387,900	(4,000)	383,900		
							-	
26	<u>PW-Vehicles - Small Tools & Supplies-Uniform Rental</u>						-	
PW-Veh	Exp	49-541550	Small Tools & Equipment	1,000	2,500	3,500		Small Tools & Equipment and Uniform Rental funding needed
PW-Veh	Exp	49-541450	Gas, Oil, Grease	389,550	(3,100)	386,450		
PW-Veh	Exp	49-541341	Uniform Rental	1,092	600	1,692		
							-	
27	<u>Cleek - Furniture & Fixtures</u>						-	
Clerk	Exp	16-512642	Furniture & Fixtures	500	5,000	5,500		Upgrade Clerk office furniture
Clerk	Exp	16-512120	Salaries - Regular	259,062	(5,000)	254,062		

Exhibit "A"

FY 24 Budget Amendment #2 - Detail - Second Hearing

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
28	<u>WS-Finance - General Expense</u>						-	
	WS-Fin	Exp	61-513493	General Expense	-	4,000	4,000	Minor Funding Needed
	WS-Ops	Rev	440-334781	Grants - SRF	8,000	4,000	12,000	
29	<u>Parks & Rec - Senior Bus</u>						-	
	P&Rec	Exp	72-572648	Vehicle Purchase	150,000	85,000	235,000	Purchase of Senior Bus
	Non-Dept	Exp	19-519390	Contingency	1,250,000	(235,000)	1,015,000	
	Gen Fnd	Rev	001-334700	Grants	250,000	(150,000)	100,000	
30	<u>Risk - Vehicle Deductible</u>						-	
	Risk	Exp	84-513392	Motor Vehicle - Deductible	1,000	30,000	31,000	Additional Funding for Vehicle Insurance Deductibles needed
	Risk	Exp	84-513452	General Liability - Deductible	100,000	(30,000)	70,000	
31	<u>Stormwater - SRF Grant</u>						-	
	Strm-Ops	Rev	450-334781	Grants - SRF	45,000	314,368	359,368	Cario Lane Grant Funding Received
	Strm-Ops	Fund Bal	450-383010	Use of Fund Balance	804,575	(314,368)	490,207	
32	<u>WS - Revenue - SRF Grant</u>						-	
	WS-Ops	Rev	440-334781	Grants - SRF	12,000	65,950	77,950	Cario Lane Grant Funding Received
	WS-Ops	Fund Bal	440-383010	Use of Fund Balance	857,952	(65,950)	792,002	
33	<u>Safe Neighborhood - Police Station</u>						-	
	Safe Neigh	Exp	44-541839	Police Station	234,427	225,500	459,927	Grant funding for Police department received; Funding for completion of Police Station Contract
	Safe Neigh	Rev	320-334742	State Grant - Police Station	-	1,125,000	1,125,000	
	Safe Neigh	Trans-In	320-381001	Transfer In from GF	7,551,571	(899,500)	6,652,071	
	Gen Fnd	Trans-Out	19-581320	Transfer Out Safe Neigh	7,551,571	(899,500)	6,652,071	
	Gen Fnd	Fund Bal	001-383010	Use of Fund Balance	12,525,177	(899,500)	11,625,677	
34	<u>General Fund Revenue - Grant Revenue</u>						-	
	Gen Fnd	Rev	001-334781	State SRF - Grant	-	16,513	16,513	Cario Lane Grant Funding Received
	Gen Fnd	Fund Bal	001-383010	Use of Fund Balance	11,625,677	(16,513)	11,609,164	

Exhibit "A"

FY 24 Budget Amendment #2 Overview - Second Hearing

Summary		
Funding		Notes
Revenue / Loans / Grants	\$ 2,020,207	(a)
Use Of Fund Balance	(1,870,092)	(b)
Total Funding – Excluding Transfers-In	150,115	
Transfer-In	(1,333,621)	
Total Funding	\$ (1,183,506)	
Expenditure		
Expenditure – Excluding Transfers-Out	\$ 150,115	(c)
Transfers-Out	(1,333,621)	
Total Expenditure	\$ (1,183,506)	

Notes

	Bgt. Amend #1	Incr/(Decr)	Bgt. Amend #2
(a) Revenue / Loans / Grants			
Police Station Grant (Carryover)	\$	975,000	
Cost Reimbursement	\$	15,000	
SRF WS Grant	\$	77,950	
SRF Stormwater Grant	\$	359,368	
SRF General Fund Grant	\$	16,513	
SRF Stormwater Loan (Carryover)	\$	353,376	
Interest Income	\$	223,000	
Total Revenue / Loans / Grants	\$	2,020,207	
(b) Use Of/(Addition To) Fund Balance			
General Fund	\$ 12,525,176	(916,013)	\$ 11,609,163
Water-Sewer Operating Fund	8,579,522	(65,950)	8,513,572
Stormwater Operating Fund	543,336	(78,129)	465,207
People's Transportation Plan	39,500	-	39,500
Special Law Enforcement	326,761	(10,000)	316,761
Law Enforcement Training Fund	47,500	-	47,500
American Recovery Plan Act (ARPA)	9,360,562	(800,000)	8,560,562
Total Use Of / (Addition To) Fund Balance	\$ 31,422,357	\$ (1,870,092)	\$ 29,552,265
(c) Expenditures			
Burlington Canal - PH 1 (Carryover) (11)		639,255	
Police Station Completion (33)		225,500	
HR Director Services (1)		140,000	
Underground Tank Removal / Other (14)		102,000	
Senior Bus (29)		85,000	
Security Services - Municipal Complex (16)		65,000	
Utility Rate Study (5) (6)		59,360	
Tipping Fees (6)		45,000	
Advertising / Other (12)		30,000	
Feeding South Florida (12)		29,700	
Code Operational Assessment (19)		25,000	
Water Division - Operating Expense / Other (15)		25,000	
Finance Dept - Credit Card Fees / Other (22)		21,000	
Miscellaneous - 21 Items - Average Cost = \$7,795		163,695	
Expenditures - Gross - Ex Compensation	\$	1,655,510	
Compensation		(382,150)	
Savings - Ex Compensation		(888,245)	
Contingency		(235,000)	
Expenditures - Net	\$	150,115	

FY 24 Budget Amendment #2 - Summary By Fund - Second Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
<u>Budget Thru Amendment #1</u>				
<u>Funding</u>				
Revenue/Loans	34,133,189	18,076,379	50,000	52,259,568
Use Of / (Add To) Fund Bal	12,938,938	1,401,288	9,360,562	23,700,788
Total Funding Ex Trans-In	47,072,127	19,477,667	9,410,562	75,960,356
Transfer-in	19,031,953	9,114,702	-	28,146,655
Total Funding	66,104,080	28,592,369	9,410,562	104,107,011
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	49,151,955	26,285,338	523,062	75,960,355
Transfer-Out	16,952,124	2,307,031	8,887,500	28,146,655
Total Expenditure	66,104,079	28,592,369	9,410,562	104,107,010
<u>Amendment #2</u>				
<u>Funding</u>				
Revenue/Loans	1,081,513	888,694	50,000	2,020,207
Use Of / (Add To) Fund Bal	(926,013)	(144,079)	(800,000)	(1,870,092)
Total Funding Ex Trans-In	155,500	744,615	(750,000)	150,115
Transfer-in	(869,500)	(464,121)	-	(1,333,621)
Total Funding	(714,000)	280,494	(750,000)	(1,183,506)
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	155,500	(5,385)	-	150,115
Transfer-Out	(869,500)	285,879	(750,000)	(1,333,621)
Total Expenditure	(714,000)	280,494	(750,000)	(1,183,506)
<u>Budget Thru Amendment #2</u>				
<u>Funding</u>				
Revenue/Loans	35,214,702	18,965,073	100,000	54,279,775
Use Of / (Add To) Fund Bal	12,012,925	1,257,209	8,560,562	21,830,696
Total Funding Ex Trans-In	47,227,627	20,222,282	8,660,562	76,110,471
Transfer-in	18,162,453	8,650,581	-	26,813,034
Total Funding	65,390,080	28,872,863	8,660,562	102,923,505
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	49,307,455	26,279,953	523,062	76,110,470
Transfer-Out	16,082,624	2,592,910	8,137,500	26,813,034
Total Expenditure	65,390,079	28,872,863	8,660,562	102,923,504

Exhibit "A"

FY 24 Budget Amendment #2 - Summary By Fund - Second Hearing

General Fund

Funding

Revenue/Loans
 Use Of / (Add To) Fund Bal
 Total Funding - Ex Transfer-In
 Transfer-In
 Total Funding - Ex Transfer-In

Budget Thru Amend #1	Amendment #2	Budget Thru Amend #2
23,742,243	(88,487)	23,653,756
12,525,177	(916,013)	11,609,164
36,267,420	(1,004,500)	35,262,920
4,644,689	-	4,644,689
40,912,109	(1,004,500)	39,907,609
112,535	16,000	128,535
1,154,740	(16,000)	1,138,740
5,493,938	(150,300)	5,343,638
514,799	65,000	579,799
487,282	(20,000)	467,282
581,500	-	581,500
1,889,999	(97,500)	1,792,499
1,532,261	(44,700)	1,487,561
834,505	-	834,505
2,087,267	71,000	2,158,267
8,946,023	(6,000)	8,940,023
663,789	(4,000)	659,789
1,732,883	71,645	1,804,528
556,315	(12,800)	543,515
614,351	(16,145)	598,206
166,316	8,800	175,116
784,282	-	784,282
28,152,785	(135,000)	28,017,785
12,759,323	(869,500)	11,889,823
40,912,108	(1,004,500)	39,907,608

Expenditure

Div

Commission 10
 City Manager 12
 General Fund Non-Depart - Ex Trans Out 19
 Human Resources 13
 Clerk 16
 Attorney 28
 Finance 17
 Planning & Community Dev 37
 Building & Licenses 30
 Parks & Recreation 72
 Police 26
 Code Enforcement 23
 Building & Grounds Maintenance 38
 Public Works - Admin 32
 Public Works - Streets 41
 Public Works - Trash 50
 Public Works - Vehicle Maintenance 49
 Total Expenditure - Ex Transfer-Out
 Transfer-Out 19
 Total Expenditure

FY 24 Budget Amendment #2 - Summary By Fund - Second 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>Budget Thru Amendment #1</u>										
<u>Funding</u>										
Revenue/Loans	23,742,243	3,346,000	1,500,000	296,746	4,995,700	250,000	2,500	-	-	34,133,189
Use Of / (Add To) Fund Bal	12,525,177	-	39,500	-	-	326,761	47,500	-	-	12,938,938
Total Funding Ex Trans-In	36,267,420	3,346,000	1,539,500	296,746	4,995,700	576,761	50,000	-	-	47,072,127
Transfer-in	4,644,689	8,176,571	-	712,787	144,385	-	-	3,624,983	1,728,538	19,031,953
Total Funding	40,912,109	11,522,571	1,539,500	1,009,533	5,140,085	576,761	50,000	3,624,983	1,728,538	66,104,080
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	28,152,785	11,522,571	1,539,500	605,695	1,351,122	576,761	50,000	3,624,983	1,728,538	49,151,955
Transfer-Out	12,759,323	-	-	403,838	3,788,963	-	-	-	-	16,952,124
Total Expenditure	40,912,108	11,522,571	1,539,500	1,009,533	5,140,085	576,761	50,000	3,624,983	1,728,538	66,104,079
<u>Amendment #2</u>										
<u>Funding</u>										
Revenue/Loans	(88,487)	1,125,000	-	35,000	-	10,000	-	-	-	1,081,513
Use Of / (Add To) Fund Bal	(916,013)	-	-	-	-	(10,000)	-	-	-	(926,013)
Total Funding Ex Trans-In	(1,004,500)	1,125,000	-	35,000	-	-	-	-	-	155,500
Transfer-in	-	(899,500)	-	30,000	-	-	-	-	-	(869,500)
Total Funding	(1,004,500)	225,500	-	65,000	-	-	-	-	-	(714,000)
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	(135,000)	225,500	-	65,000	-	-	-	-	-	155,500
Transfer-Out	(869,500)	-	-	-	-	-	-	-	-	(869,500)
Total Expenditure	(1,004,500)	225,500	-	65,000	-	-	-	-	-	(714,000)
<u>Budget Thru Amendment #2</u>										
<u>Funding</u>										
Revenue/Loans	23,653,756	4,471,000	1,500,000	331,746	4,995,700	260,000	2,500	-	-	35,214,702
Use Of / (Add To) Fund Bal	11,609,164	-	39,500	-	-	316,761	47,500	-	-	12,012,925
Total Funding Ex Trans-In	35,262,920	4,471,000	1,539,500	331,746	4,995,700	576,761	50,000	-	-	47,227,627
Transfer-in	4,644,689	7,277,071	-	742,787	144,385	-	-	3,624,983	1,728,538	18,162,453
Total Funding	39,907,609	11,748,071	1,539,500	1,074,533	5,140,085	576,761	50,000	3,624,983	1,728,538	65,390,080
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	28,017,785	11,748,071	1,539,500	670,695	1,351,122	576,761	50,000	3,624,983	1,728,538	49,307,455
Transfer-Out	11,889,823	-	-	403,838	3,788,963	-	-	-	-	16,082,624
Total Expenditure	39,907,608	11,748,071	1,539,500	1,074,533	5,140,085	576,761	50,000	3,624,983	1,728,538	65,390,079

Exhibit "A"

FY 24 Budget Amendment #2 - Summary By Fund - Second 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 64	Sewer Division 35	Water-Sewer Finan Div 61	Water Lines Div 63	Water-Sewer CIP Div 75		Op Fund 43	86	87	
<u>Budget Thru Amendment #1</u>										
<u>Funding</u>										
Revenue/Loans						11,539,655	1,951,000	3,085,724	1,500,000	18,076,379
Use Of / (Add To) Fund Bal						857,952	543,336	-	-	1,401,288
Total Funding Ex Trans-In						12,397,607	2,494,336	3,085,724	1,500,000	19,477,667
Transfer-in						224,271	-	4,767,500	4,122,931	9,114,702
Total Funding	-	-	-	-	-	12,621,878	2,494,336	7,853,224	5,622,931	28,592,369
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,345,636	5,038,144	3,316,549	248,902	342,904	11,292,135	1,517,048	7,853,224	5,622,931	26,285,338
Transfer-Out	-	-	1,329,743	-	-	1,329,743	977,288	-	-	2,307,031
Total Expenditure	2,345,636	5,038,144	4,646,292	248,902	342,904	12,621,878	2,494,336	7,853,224	5,622,931	28,592,369
<u>Amendment #2</u>										
<u>Funding</u>										
Revenue/Loans						110,950	424,368	-	353,376	888,694
Use Of / (Add To) Fund Bal						(65,950)	(78,129)	-	-	(144,079)
Total Funding Ex Trans-In						45,000	346,239	-	353,376	744,615
Transfer-in						-	-	-	(464,121)	(464,121)
Total Funding	-	-	-	-	-	45,000	346,239	-	(110,745)	280,494
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	40,200	30,100	4,000	(29,300)	-	45,000	60,360	-	(110,745)	(5,385)
Transfer-Out	-	-	-	-	-	-	285,879	-	-	285,879
Total Expenditure	40,200	30,100	4,000	(29,300)	-	45,000	346,239	-	(110,745)	280,494
<u>Budget Thru Amendment #2</u>										
<u>Funding</u>										
Revenue/Loans						11,650,605	2,375,368	3,085,724	1,853,376	18,965,073
Use Of / (Add To) Fund Bal						792,002	465,207	-	-	1,257,209
Total Funding Ex Trans-In						12,442,607	2,840,575	3,085,724	1,853,376	20,222,282
Transfer-in						224,271	-	4,767,500	3,658,810	8,650,581
Total Funding	-	-	-	-	-	12,666,878	2,840,575	7,853,224	5,512,186	28,872,863
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,385,836	5,068,244	3,320,549	219,602	342,904	11,337,135	1,577,408	7,853,224	5,512,186	26,279,953
Transfer-Out	-	-	1,329,743	-	-	1,329,743	1,263,167	-	-	2,592,910
Total Expenditure	2,385,836	5,068,244	4,650,292	219,602	342,904	12,666,878	2,840,575	7,853,224	5,512,186	28,872,863

Exhibit "A"

FY 24 Budget Amendment #1 Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
1	\$140,000	Ten months of HR Director services,	HR Executive Salaries and Red Light Camera savings due to delayed installation of new cameras
2	\$16,000	Update of Commission Monthly Allowance & Memberships to reflect ordinance change	GF Interest Income Revenue and Vacancy Savings
3	\$5,000	Breast Cancer awareness Special Event for October	GF Interest Income Revenue
4	\$0	Change in accounting to no longer utilize the Salaries-Executive account; funding to be transferred to Salaries-Regular account	No Financial Impact
5	\$45,000	Water – Sewer Rate Study funding	WS Interest Income and vacancy savings
6	\$59,360	Stormwater Rate Study Funding & Tipping Fees for Street Sweeper	Stormwater Interest Income & Stormwater Grant Income
7	\$3,300	Uniform Rental increase for Water-Sewer	Water-Sewer Operations Interest Income
8	\$1,000	Uniform Rental increase for Stormwater	Stormwater Operations Interest Income
9	\$6,500	Uniform Rental increase for Public Works	GF Interest Income Revenue
10	\$0	Accounting change in Forestry Grant; new account code	No Financial Impact
11	\$0	Stormwater CIP change in funding source	Transfer funding from ARPA to Stormwater Fund balance
12	\$84,700	Non-Department Procurement Advertising, Feeding South Florida annual budget, General Expense and Tax Payment increase in funding required	GF Interest Income Revenue and Vacancy Savings
13	\$49,640	Higher than anticipated Interest Income Revenue for Stormwater Fund	Increases Available Fund Balance
14	\$117,000	Building & Grounds funding for removal of underground tanks in Other Contracted Services as well as change in Vehicle Lease from Water-Sewer to Building & Grounds	Vacancy Savings, Solid Waste disposal fee and Vehicle Lease
15	\$30,000	Water-Sewer Water department minor Parts & Repairs and Operating Expenses additional funding needed	Vacancy Savings
16	\$65,000	Municipal Complex Security Services needed for longer that initial timeframe	Interest Income Revenue for Town Center and Vacancy Saving
17	\$6,000	Water Sewer Vehicle Lease is greater than initial budget; minor General Expense	Water-Sewer Interest Income & Grant Income
18	\$8,150	Water-Sewer Service Line change in Vehicle type increase lease payment; Repairs & Maintenance additional funded needed	Vacancy Savings

FY 24 Budget Amendment #1 Summary By Line Item
Second Hearing

19	\$25,000	Code Compliance Other Professional Services for Operational Assessment	Other Contracted Services
20	\$10,000	Special Law Enforcement Interest Income Revenue	Increases Available Fund Balance
21	\$50,000	ARPA Interest Income Revenue	Increases Available Fund Balance
22	\$21,000	Credit Card Fees, Clothing & Uniforms and General Expense accounts needs additional funding	Other Professional Services and Vacancy Savings
23	\$6,500	City Manager Travel & Per Diem & Conferences & Meetings needs additional funding	Vacancy Savings
24	\$8,000	Solid Waste - Other Contracted Services for Transfer Station Site Clean-up	Vacancy Savings
25	\$82,000	Police Overtime funding, Public Safety Equipment and Clothing & Uniforms	Reimbursement Revenue & Vacancy Savings
26	\$3,100	PW Vehicles -Small Tools & Supplies and Uniform Rental funding	Gas, Oil, Grease account
27	\$5,000	Clerk Furniture & Fixtures	Vacancy Savings
28	\$4,000	WS – Finances minor General Expense	Grant Revenue in WS fund
29	\$85,000	Purchase of Senior Bus through Parks & Rec budget	General Fund Contingency
30	\$30,000	Additional funding for Vehicle Insurance Deductibles	Risk- General Liability - Deductible
31	\$314,368	Stormwater Operating Fund - Cario Lane Grant funding received	Increases Available Fund Balance
32	\$65,950	Water-Sewer Operating Fund – Cario Lane Grant Funding received	Increases Revenue to WS fund
33	\$899,500	Police Station Completion Expenses & Grant Income Received	Increases Available General Fund Balance
34	\$16,513	General Fun – Cario Lane Grant Funding Received	Increases Available Fund Balance