

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, March 12, 2025
7:00 PM**

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

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Joseph L. Kelley
Commissioner Sherelean Bass
Commissioner Natasha L. Ervin
Commissioner Luis B. Santiago**

Appointed Officials

**Interim City Manager Sha'mecca Lawson
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
March 12, 2025
7:00 PM

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **INVOCATION:**
4. **PLEDGE OF ALLEGIANCE:**
5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**

Special Presentation by the City Clerk's Office
A Moment in Women's History
6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
7. **APPROVAL OF AGENDA:**
8. **APPROVAL OF MINUTES:**

Regular Commission Meeting Minutes - January 22, 2025
Regular Commission Meeting Minutes - February 12, 2025
Special Commission Meeting Minutes - February 25, 2025
9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
10. **PUBLIC PRESENTATIONS:**
11. **CITIZENS' FORUM:**

(Opportunity for discussion of any concerns – please limit to 3 minutes)
12. **ACTION ITEMS (items from consent agenda pull list):**
13. **ADMINISTRATION:**

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR AN AGENT OF RECORD FOR GENERAL LIABILITY, CYBER LIABILITY, AUTOMOBILE LIABILITY, PHYSICAL DAMAGE, PROPERTY DAMAGE, WORKERS COMPENSATION INSURANCE AND EMPLOYER LIABILITY COVERAGE FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING SOURCEWELL COOPERATIVE PROGRAM AGREEMENT NO. 093021-ELG WITH ELGIN SWEEPER COMPANY FOR THE PURCHASE OF A 2025 FREIGHTLINER MODEL M2 CHASSIS WITH DUAL STEERING AND CONTROLS, FOR AN AMOUNT NOT TO EXCEED A NET TRADE-IN COST OF TWO HUNDRED EIGHTY-SIX THOUSAND, THREE HUNDRED-NINETEEN DOLLARS AND TWENTY CENTS (\$286,319.20) FROM ENVIRONMENTAL PRODUCTS GROUP, A LOCAL DEALER OF ELGIN SWEEPER COMPANY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE CITY'S FIVE-YEAR RECOVERY PLAN, DETAILING FISCAL YEARS 2025 THROUGH 2029; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO REJECT ALL PROPOSALS FOR RFP 24-0517200 FOR BOND REFINANCING AND RE-ISSUE A REQUEST FOR PROPOSAL FOR DEBT REFINANCING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO REJECT ALL PROPOSALS FOR RFP 24-0516200 FOR BANKING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, 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. TO REPLACE THE BASKETBALL COURTS AT SHERBONDY**

VILLAGE, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); 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, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE BUREAU OF JUSTICE ASSISTANCE FY 24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT IN THE AMOUNT OF TWENTY-EIGHT THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS (\$28,136.00), TO UPDATE OFFICER LAPTOPS; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT ALL TERMS AND CONDITIONS OF THE GRANT FUNDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*
8. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING AN APPLICATION SUBMISSION TO THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION SUBGRANT PROGRAM; 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 OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S (OCRA) PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AS SET FORTH IN EXHIBIT "A"; APPROVING AMENDMENT 1, TO SAID BUDGET, AS SET FORTH IN EXHIBIT "B"; REQUESTING THE EXECUTIVE DIRECTOR OR DESIGNEE TO TRANSMIT A COPY OF SAID BUDGET TO MIAMI-DADE COUNTY; 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, APPROVING THE SELECTION OF LEASING 2, INC. TO FINANCE THE ACQUISITION OF THE CITY'S NEW STREET SWEEPER WITH A THREE-YEAR CAPITAL LEASE, AN INTEREST RATE OF 5.89% AND THREE (3) ANNUAL PAYMENTS OF ONE HUNDRED FOUR THOUSAND, FOUR HUNDRED NINETY DOLLARS AND FORTY-FOUR CENTS (\$104,490.44); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025). **Deferred from 02/12/2025 RCM** *Sponsored by Interim City Manager***
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 2022-02, RELATING TO THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN IMPROVEMENTS, RENOVATIONS AND MAINTENANCE PROJECTS ON HISTORIC DESIGNATED PROPERTIES LISTED IN THE COA MATRIX; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025). *Sponsored by Interim City Manager***
3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 14, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 14-13(1) AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT, FORECLOSURE PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE**

DATE (first reading / public hearing held on February 12, 2025). Sponsored by Mayor Taylor

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE V, SECTION 15-75 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LOUD OR UNUSUAL NOISES ON STREETS", AND SECTION 15-80, ENTITLED "DISCHARGING FIREWORKS, COMBUSTIBLES", TO DEFINE TIME RESTRAINTS, EXEMPTIONS AND VIOLATION ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025). Sponsored by Commissioner Ervin**

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor Jr.

Update on the city's Financial Oversight by Interim City Manager Sha'mecca Lawson

20. OFFICIAL BOARD APPOINTMENTS:

Charter Review Board

- 1 Individual appointment (Commissioner Bass)
- 1 Individual appointment (Commissioner Santiago)
- 1 individual appointment (Vice Mayor Kelley)
- 2 at-large appointments

Civil Service Board

- 1 individual appointment (Commissioner Bass)
- 1 individual appointment (Commissioner Santiago)
- 1 Individual appointment (Vice Mayor Kelley)

Community Relations, Recreation and Activities Advisory Board

- 1 Individual appointment (Commissioner Santiago)
- 1 Individual appointment (Vice Mayor Kelley)
- 1 Individual appointment (Mayor Taylor)
- 1 At-large appointment

Historic Environmental Preservation Board

- 5 at-large appointments

Local Financial Oversight Board

2 at-large appointment

Teen & Young Adult Advisory Board

1 individual appointment (Commissioner Bass)

1 individual appointment (Commissioner Santiago)

1 individual appointment (Vice Mayor Kelley)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. The City of Opa-locka Mayor & Commission presents Meet Me Monday hosted by Vice Mayor Joseph L. Kelley, **Monday, March 10, 2025**, at 6:00 p.m., Iglesia De Dios Pentecostal, 644 Salih Street, Opa-locka, Florida.
2. The City of Opa-locka Mayor & Commission presents a Town Hall Meeting, a community discussion about your thoughts, feelings, opinions and suggestions on the development of 1700 Service Road, **Thursday, March 13, 2025** at 6:00 p.m., Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. *Hosted by Commissioner Natasha L. Ervin*
3. City of Opa-locka Mayor & Commission presents Western Bingo Night, **Friday, March 14, 2025** at 6:00 p.m. Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida 33054.
4. City of Opa-locka Strategic Planning Session, **Saturday, March 15, 2025** from 9:00 a.m. - 2:00 p.m., at a location TBD.
5. City of Opa-locka Mayor & Commission present Florida Licensing on Wheels, **Friday, March 21, 2025** from 9:00 a.m. - 1:00 p.m., Helen L. Miller Center, 2331 NW 143 Street, Opa-locka, Florida. Please call to schedule your appointment 305.953.2868 Ext. 1104. **APPOINTMENT REQUIRED** *Hosted by Vice Mayor Joseph L. Kelley*
6. City of Opa-locka Mayor & Commission and the Running Edge 305 present Opa-locka 5K Run & Walk, **Saturday, March 22, 2025** from 7:00 a.m. - 10:00 a.m. (Check-In / Registration 6:30 a.m.), Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida. Registration required - please call 305.953.2868 Ext. 1104 for more information. *Hosted by Mayor John H. Taylor Jr.*
7. The City of Opa-locka Mayor and Commission presents Karaoke in the City, **Saturday, March 22, 2025** from 7:00 p.m. - 11:00 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. Wear your favorite cowboy/cowgirl attire. For more information, please contact 305.953.2868 Ext. 1104. *Hosted by Commissioner Natasha L. Ervin*

8. **The City of Opa-locka Mayor & Commission in partnership with Feeding South Florida invites you to a Monthly Community Food Distribution, [Friday, March 21, 2025](#) from 10:00 a.m. - 1:00 p.m., while supplies last, Segal Park, 2331 NW 143 Street, Opa-locka, Florida. *Hosted by Vice Mayor Joseph L. Kelley***
9. **City of Opa-locka Mayor & Commission presents a free food distribution in partnership with Farm Share, [Wednesday, April 2, 2025](#) from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. While supplies last; first come first serve basis. *Hosted by Vice Mayor Joseph L. Kelley***
10. **City of Opa-locka Mayor & Commission in partnership with Intentional Impact, presents Community Chess Monthly Challenge, [Saturday, April 5, 2025](#) from 12:00 p.m. - 1:30 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. *Hosted by Commissioner Dr. Sherelean Bass***
11. **SAVE THE DATE - City of Opa-locka Seniors on the Move A Night Under the Stars Prom Night, [Friday, April 25, 2025](#) from 6:00 PM - 11:00 PM. For more information, please contact Diane Darden, Seniors Coordinator at 786.635.9090.**

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 22, 2025
7:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the meeting to order at 7:13 PM on Wednesday, January 22, 2025, at the City of Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley, Commissioner Dr. Sherelean Bass, Commissioner Natasha L. Ervin, Commissioner Luis B. Santiago, and Mayor John H. Taylor, Jr. Also, in attendance were: Interim City Manager Sha'mecca Lawson, Assistant City Manager George Ellis, Assistant City Attorney Candice Cobb, City Clerk Joanna Flores and Assistant City Clerk Floralba Valdes-Wright.

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):

Mayor Taylor requested to pull Item 13-1.

It was moved by Commissioner Bass, seconded by Vice Mayor Kelley, to approve the Consent Agenda (agenda item 13-2).

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

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes

Commissioner Bass Yes
Mayor Taylor Yes

7. APPROVAL OF AGENDA:

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to approve the agenda.

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

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

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes- January 8, 2025

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to approve the January 8, 2025 Regular Commission Meeting Minutes.

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

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

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

There were no reports.

10. PUBLIC PRESENTATIONS:

There were no public presentations.

11. CITIZENS' FORUM:

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

Mayor Taylor opened the Citizens' Forum.

City Clerk Flores stated there were no virtual public comments.

No one came forth to speak. 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, EXTENDING THE APPOINTMENT PERIOD FOR SHA'MECCA LAWSON AS INTERIM CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Commission

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

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

Mayor Taylor mentioned that the appointment of Ms. Lawson, which was made in October of last year, is set to expire after 90 days. He noted that the City Commission is not ready to pivot at this moment and suggested extending the appointment. Mayor Taylor stated the City Commission now needs to decide on a time frame for the extension that they can all agree on.

Vice Mayor Kelley recommended extending the interim city manager's appointment until at least mid-August, citing the need for strategic planning, audits, and ongoing projects like ARPA funding. He emphasized the interim city manager's proven capability and noted that the budget process starting in April and May requires more time. Vice Mayor Kelley suggested extending the appointment until September 1, as the city's budget submission is due by August 1, 2025.

Commissioner Bass expressed frustration with the frequent turnover of city managers, stating that it has led to a tedious and repetitive process. She recommended extending the current appointment for 18 months before starting another search to create stability in the city and avoid constantly starting over every few years.

Vice Mayor Kelley reiterated his position of extending the interim city manager's appointment until September 1 to ensure stability through the fiscal year and budget process. He noted the interim manager's commitment to completing key tasks but emphasized flexibility for future adjustments.

Commissioner Santiago suggested extending to June 1, 2025.

Mayor Taylor noted the importance of an overlapping period in the project cycle if a new manager is hired. He emphasized that if the interim manager reverts to the assistant manager role, the new manager should be able to work alongside them to ensure a smooth transition and involvement in the budget process. Mayor Taylor expressed that the overlap would allow the new manager to be familiar with the ongoing work.

Discussion continued.

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to extend the appointment period until September 1, 2025.

There being no additional discussion, the motion to the extension of September 1, 2025, by a 5-0 vote.

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

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

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago 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, EXTENDING THE APPOINTMENT PERIOD FOR SHA'MECCA LAWSON AS INTERIM CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Commission*
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING BID PROPOSALS FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES PURSUANT TO RFQ NO. 24-1028200; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO MULTIPLE AGREEMENTS AS PROVIDED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

Please note that vote taken on the Consent Agenda Items can be viewed under agenda item 6- APPROVAL OF CONSENT AGENDA AND PULL LIST.

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 PROVIDING APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 3400 NW 135TH STREET, BUILDING B AND IDENTIFIED BY FOLIO 08-2128-003-0340 IN THE B-O ZONING DISTRICT; 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 Santiago, seconded by Commissioner Ervin, to discuss Agenda Item 15-A.1.

Interim City Manager Lawson introduced the item and provided a brief background.

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

Vice Mayor Kelley asked if there were other special exceptions in the area. Mr. Gregory Gay, Director of Planning and Community Development, explained that special exceptions are granted for uses not normally allowed in a location, noting that the previous use was a school, which also required a special exception.

Vice Mayor Kelley expressed concerns about setting a precedent for future exemptions and raised environmental concerns about fumes from nearby industrial properties. He asked if the city had informed the new tenant about these issues. Mr. Gay confirmed the tenant was made aware but noted there was no formal sign-off.

Vice Mayor Kelley asked if there were legal concerns regarding this, and Assistant City Attorney Cobb clarified that it was the tenant's responsibility to understand the site conditions, and the city would not be liable.

Vice Mayor Kelley also requested a list of other special exceptions in the area.

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

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago 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, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 2282, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager Deferred from 01/08/2025 RCM***

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

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

Interim City Manager Lawson introduced the item and provided a brief background.

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

Commissioner Santiago asked if the containers could only be used for commercial purposes. Mr. Gay confirmed that the containers would be allowed for storage or office space, but only in industrial and commercial areas, and on a temporary basis.

Vice Mayor Kelley asked if there was a time limit on the use of containers, emphasizing the need for periodic reviews. Mr. Gay explained that the use would be reviewed annually to ensure it remains necessary and complies with Florida building code requirements. Vice Mayor Kelley asked if the city could also use containers, and Mr. Gay confirmed that the city could, provided it followed the necessary processes.

Mayor Taylor inquired if, under the adoption of the Florida Building Code, containers used in residential areas would need to be removed if the Commission decided to no longer allow them in the future. Mr. Gay clarified that containers would be limited to commercial and industrial areas. If the City Commission chose to discontinue their use in 2026, the structures would need to be removed. He also noted that while residential use of containers is not addressed, residents could apply for a separate review process to use containers for homes.

It was moved by Mayor Taylor, seconded by Vice Mayor Kelley, to remove residential language from the legislation.

Mayor Taylor requested to modify his motion.

It was moved by Mayor Taylor, seconded by Commissioner Bass, to remove residential language from the legislation and restrict the use of containers in residential areas.

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

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

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

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

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101 (O), RELATED TO THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT (HDOD) TO INCREASE THE MAXIMUM BUILDING HEIGHTS TO NO

**HIGHER THAN 105 FEET AND TEN STORIES TO COMPLY WITH
FEDERAL AVIATION ADMINISTRATION REGULATIONS, PART
77 TO ENSURE SAFETY AND LIVABILITY; PROVIDING FOR
CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR
SCRIVENER'S ERRORS; AND 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 Bass, seconded by Commissioner Santiago, to discuss Agenda Item 16-A.2.

Interim City Manager Lawson introduced the item and provided a brief background.

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

Vice Mayor Kelley expressed concern about the potential for 10-story buildings, stating the Commission does not have to approve the maximum height. He emphasized the importance of early discussions with the city manager and planning staff to avoid late-stage decisions. Vice Mayor Kelley confirmed that while 10 stories are the maximum allowed, the Commission can request a lower height, if necessary, particularly in downtown areas.

Commissioner Ervin asked if the city could deny a 10-story apartment if it met the code and didn't require a variance. Mr. Gay confirmed that as long as the project complies with the height restrictions, it can proceed without special permission. He noted that story heights can vary, but the maximum structure height is 105 feet.

Commissioner Santiago commented on the height limits. Mr. Gay confirmed that the current limit is 105 feet, in compliance with FAA regulations. He explained that while the FAA allows up to 125 feet, the city's ordinance restricts it to 105 feet. Commissioner Santiago expressed no issue with this, agreeing to the 10-story maximum within the 105-foot limit.

Vice Mayor Kelley stressed the importance of having discussions with staff early in the process, before proposals reach the Commission. He highlighted that challenges like parking and road congestion should influence a developer's plans, rather than waiting until the proposal is presented to the Commission. Mr. Gay agreed, confirming that these conversations should occur beforehand.

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 5-0 vote.

Commissioner Ervin Yes

Vice Mayor Kelley Yes

Commissioner Santiago 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 THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, 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 November 13, 2024). *Sponsored by Interim City Manager* Deferred from 01/08/2025 RCM**

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

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

Interim City Manager Lawson introduced the item and provided a brief background.

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

Mayor Taylor expressed concern over the significant increase in items from the first reading, which had four items, to the second reading, which now includes 57 items. He mentioned that many of these items were presented as urgent during the initial reading, but now it appears that the money is being returned. He stated that the drastic change seemed problematic and expressed reservations about the practice, even though he understood it was a budget amendment item that needed to be addressed.

Vice Mayor Kelley expressed frustration with the current budget amendment process, calling it a "catch-all" and stating that amendments should be used only for emergencies. He emphasized that departments need to submit requests on time to avoid such large adjustments. Vice Mayor Kelley stated that he expects better organization in the future and believes departments should manage their budgets more efficiently without frequent amendments.

There being no additional discussion, the motion to approve the ordinance on second reading passed by a 5-0 vote.

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Interim City Manager Lawson reported the completion of the five-year financial recovery plan for fiscal years 2025-2029, with an agenda item for the City Commission in February. Strategic planning services are scheduled for March 15, 2025, and a report on the viability of boards and committees will be presented on February 12.

Mr. Gay confirmed the Alabama Avenue property is not being developed as Miami-Dade County is reclaiming ownership through a reverter clause and plans an infill housing project. The city's request for an extension was denied.

Interim City Manager Lawson updated the Commission, stating the property on Golf Course Drive lacks a development agreement, and the developer for the mechanical parking site has not responded to communications. Staff will continue efforts to gather information. For 2016 Washington Avenue, demolition approval was granted by Miami-Dade County, but funding was not included in the current budget. Staff will meet with finance to secure the necessary funding. Lawson also provided updates on the Miami Opa-locka airport and the 99 findings.

Commissioner Ervin expressed concern about the noise from car racing at Opa-locka Airport, particularly on weekends. She suggested reaching out to ask the airport to delay racing until noon on Saturdays and Sundays due to the disturbance caused by the noise.

Vice Mayor Kelley asked for clarification on when the city was first informed about the racing activities at Opa-locka Airport, noting that while the city had been aware of the potential for racing, there had been no inquiry about noise barriers or operational guidelines. Interim City Manager Lawson confirmed that no one from the city had reached out to the airport regarding the racing, despite previous discussions. Vice Mayor Kelley emphasized the importance of addressing the noise issue and suggested pursuing a meeting with the county to request noise mitigation measures, such as additional barriers or adjusting the timing of the racing events.

Commissioner Santiago requested that the Interim City Manager Lawson find a solution to address the noise from the racing at Opa-locka Airport. He emphasized that the residents deserve peace, as the noise is disruptive even from his own home.

Vice Mayor Kelley raised concerns about overgrown properties on 22nd West and East, stating that fines have been running but the properties remain non-compliant. He asked how long fines can run before further action is taken and inquired if the amnesty program still applies to these properties. He requested clarification on the duration of fines and the next steps for addressing the overgrowth, noting that the properties remain an eyesore and contribute to complaints.

Vice Mayor Kelley expressed concerns about the PSA positions, noting the budgeted funds for two positions but only one in the field. He questioned where the remaining funds went and asked for a schedule for the remaining PSA. Interim City Manager Lawson confirmed one PSA is still in the field, helping with the red-light camera program, and will provide a schedule.

Vice Mayor Kelley stressed that PSAs should be on the street as intended, not assigned to other tasks like the red-light camera program. Interim City Manager Lawson agreed to ensure the PSA is used for its intended purpose and will address the issue with the Acting Chief.

Mayor Taylor requested that the Commission receive a copy of the downtown master plan for discussion during the strategic planning session on March 15. Additionally, the Mayor addressed concerns from residents about the non-emergency number not being answered, asking if the line could be monitored more effectively.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor Jr.
Special Events Calendar

Commissioner Bass had nothing to report.

Commissioner Santiago expressed his interest in contacting Parks and Recreation to explore the possibility of bringing the 4th of July event back, with him serving as the principal sponsor.

Vice Mayor Kelley thanked the clerk, manager, staff, residents, organizations, and all who supported the 42nd Annual Dr. MLK Walk, especially Miss Jo Marie Payton for attending. He emphasized the importance of involving more young people in remembering Dr. King's legacy. Vice Mayor Kelley also acknowledged participating organizations like 5000 Role Models and mentioned the memorial garden at Sherbondy Village. He invited citizens to join the upcoming fishing trip to Pahokee on February 6 and encouraged RSVPs by Friday. He also highlighted the faith-based clergy meeting on February 6, Feeding South Florida distribution on February 21, and the increase in food allocation from Farm Share, inviting staff to pick up items.

Commissioner Santiago and Vice Mayor Kelley discussed a donation of fruits and vegetables from a company. Vice Mayor Kelley suggested contacting the clerk to determine if the donation could be accepted by Feeding South Florida. He mentioned checking the requirements of their agreement

with Feeding South Florida but emphasized the city's willingness to work with any entity willing to help support the community.

Commissioner Ervin thanked the interim city manager for her efforts in getting the city into the MLK parade. Despite the cold and wet weather, she mentioned having a nice time.

Vice Mayor Kelley expressed concerns about the lack of exposure for the MLK walk, highlighting delayed coverage and the need for better outreach. He noted having to search for a picture to post and emphasized the importance of improving future efforts.

Commissioner Ervin announced the next bingo will be held on February 14th.

Mayor Taylor thanked Commissioner for representing the city at the 5000 Role Models event and highlighted the need to update the city's seals for consistency. He also mentioned the importance of assigning sponsors to events on the calendar to ensure proper coordination.

The City Commission reviewed the special events calendar and assigned sponsors and co-sponsors.

Mayor Taylor asked everyone to keep Mayor Riley in their prayers.

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

22. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Santiago, seconded by Commissioner Ervin to adjourn the meeting at 8:56 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

REGULAR CITY COMMISSION MEETING
Wednesday, February 12, 2025
7:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 7:02 PM on Wednesday, February 12, 2025, at the City of Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley, Commissioner Dr. Sherelean Bass, Commissioner Natasha L. Ervin, Commissioner Luis B. Santiago, and Mayor John H. Taylor, Jr. Also, in attendance were: Interim City Manager Sha'mecca Lawson, Assistant City Manager George Ellis, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobb, City Clerk Joanna Flores and Assistant City Clerk Floralba Valdes-Wright.

3. INVOCATION:

The invocation was delivered by Vice Mayor Kelley.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Award Presentation to Retired Employee Ronnie King

An award was presented to retired employee Ronnie King for 35 years of service in various city roles.

Special Award Presentation by Commissioner Dr. Sherelean Bass

Recognizing Alex Van Mecl for his significant contributions to the preservation of Opa-locka's History and the inspiring presentation at the Opa-locka Old Train Station Museum highlighting Opa-locka's Black History

Commissioner Bass, joined by the City Commission, presented a special award to Alex Van Mecl for his contributions to preserving Opa-locka's history, including his work with the Opa-locka Old Train Station Museum. Commissioner Bass highlighted Mr. Van Mecl's dedication to preserving local history and emphasized the impact of his presentations at the museum.

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

It was moved by Commissioner Ervin, seconded by Commissioner Santiago, to approve the Consent Agenda.

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

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

7. APPROVAL OF AGENDA:

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to approve the agenda.

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

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

8. APPROVAL OF MINUTES:

There were none.

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

There were no reports.

10. PUBLIC PRESENTATIONS:

A Moment in Black History

Ms. Emmaline Riddick, Executive Assistant to the Mayor & Commission, presented a tribute to the contributions and resilience of Black history by highlighting the 6888 Central Postal Directory Battalion, the only all-black, all-female battalion deployed overseas during World War II. In honor of Black History Month, the City of Opa-locka acknowledged the 855 women of the 6888.

Devan Vilfrard, Legislative Aide
Office of Senator Shevrin Jones, District 34
Ref: Legislative Update

The presentation was deferred to a future meeting.

Dr. Willie Logan, President

Ten North Group

Ref: Florida Museum of Black History and Amendment to the Live Local Act

Dr. Willie Logan, Ten North Group, presented the following: Legislative Background & Task Force Criteria; Opa-locka: The Most Ready Site; Feasibility Study & Economic Impact Analysis; Governance & Financial Sustainability; Immediate Museum Activation & Public Engagement; Legislative Proposals & Government Support; and Comparative Analysis: Opa-locka vs. Other Sites.

Mayor Taylor expressed enthusiasm about Opa-locka being included in the conversation, noting that Commissioner Ervin sponsored the legislation to allocate \$25,000 for the project. While unsure of the original intent of the allocation, Mayor Taylor conveyed support for the initiative, emphasizing its potential positive impact on the city's economy and residents.

Commissioner Ervin thanked everyone involved for their efforts in bringing such a significant project to a small community. She expressed her full support and willingness to assist in making the project a success.

Commissioner Santiago asked about governance and funding plans, and Dr. Logan outlined a proposed governance structure involving city, county, and state appointees.

Vice Mayor Kelley discussed the feasibility of using City Hall as a temporary site and the necessity of a formal resolution to ensure proper use.

Commissioner Bass requested more details on the feasibility study and expressed concerns over potential community impacts.

Rachel Badilla, LCSW Executive Director

Heal Grow Thrive

Ref: Mental Health Services

The presentation was deferred to a future meeting.

11. CITIZENS' FORUM:

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

Mayor Taylor opened the Citizens' Forum.

City Clerk Flores stated there were no virtual public comments.

Brian Dennis, 2140 York Street, commended the city for honoring Tommy Johnson and discussed water meter issues at Segal Park. He raised concerns about the labeling of the interim city manager's title on signage and suggested it simply state "City Manager." He also mentioned issues with water meters at Segal Park affecting local residents.

Chris Roberts, 640 Dunad Avenue, expressed concerns over financial matters with Ten North Group, questioning the status of funds owed to the city and urging fiscal responsibility before proceeding with new projects.

Audrey Dominguez, 1147 Jann Avenue, thanked the city for the Historic City Hall event and requested a traffic study for Jan and Ahmaud. She also commented on maintaining professional decorum during commission meetings, suggesting a more measured approach when addressing the Interim City Manager.

Alex Van Meel, 806 Jann Avenue, emphasized the importance of preserving the city's history. He encouraged residents to engage with the city's heritage sites and shared his vision for the Heritage Trail and museum initiatives.

Mayor Taylor closed the Citizens' Forum.

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

There were none.

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO 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. TO REPLACE THE BASKETBALL COURTS AT INGRAM PARK, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK SOURCEWELL CONTRACT #FL-R7-GC-092524-TCI WITH TEAM CONTRACTING, INC. FOR QUALIFIED PROFESSIONAL GENERAL CONSTRUCTION SERVICES**

(SOURCEWELL IFB #FL-092524), AND ENTER INTO AN AGREEMENT WITH TEAM CONTRACTING, INC. FOR PHASE II OF THE REHABILITATION, ADDITION AND REPLACEMENT OF THE CITY'S GATEWAY ENTRY SIGNS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-FOUR THOUSAND DOLLARS (\$284,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING AND ENTER INTO A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF ADMINISTRATION FOR TREE MAINTENANCE WITHIN THE DOWNTOWN AREA OF THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A SUBORDINATION AGREEMENT, ATTACHED HERETO, BETWEEN THE CITY OF OPA-LOCKA, THE OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC D/B/A TEN NORTH GROUP, AND THE INTERNATIONAL FINANCE BANK (IFB); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A THIRD ADDENDUM TO THE DECEMBER 18, 2023 CONSENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES MANAGEMENT (DERM), ATTACHED HERETO, TO REVISE COMPLETION DATES OF THE BASIN NO. 7 – UTILITY PENDING CORRECTION ACTION PLAN (APPENDIX NO. 3); PROVIDE AN UPDATE ON THE CITY'S SANITARY SEWER MODEL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO REJECT ALL BIDS FOR REQUEST FOR QUALIFICATIONS (RFQ) 24-1007200 FOR AMERICANS WITH DISABILITIES (ADA) COMPLIANCE ASSESSMENT AND TRANSITION PLAN SERVICES; 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, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF TOWN CENTER O-L I, LLC V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager and City Attorney***
8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CONDUCT A FEASIBILITY STUDY FOR A COMMERCIAL VEHICLE ENFORCEMENT UNIT, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER, 2025, IN THE FISCAL YEAR 2024-2025 BUDGET, FOR THE CITY'S FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CONDUCT A FEASIBILITY STUDY FOR THE REHABILITATION OF THE TIMOTHY HOLMES PARK LOCATED AT GLORIETA GARDENS APARTMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago***
11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS, CITY EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK AND HAVE CODE**

**ENFORCEMENT FUNCTIONS; PROVIDING FOR INCORPORATION
OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by
City Clerk***

**Please note that vote taken on the Consent Agenda Items can be viewed under agenda item
6 – Approval of Consent Agenda and Pull List.**

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-
LOCKA, FLORIDA, AMENDING ORDINANCE 2022-02, RELATING TO
THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, TO
ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF
REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN
IMPROVEMENTS, RENOVATIONS AND MAINTENANCE PROJECTS ON
HISTORIC DESIGNATED PROPERTIES LISTED IN THE COA MATRIX;
PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND
REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT;
PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

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

Interim City Manager Lawson introduced the item and provided a brief background.

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

There being no additional discussion, the motion to approve the ordinance, on first reading passed by a 5-0 vote.

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

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 14, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 1413(1) AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT, FORECLOSURE PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

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

Mayor Taylor introduced the item and provided a brief background.

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

Commissioner Santiago raised questions regarding the ordinance's impact on foreclosure proceedings. City Attorney Norris-Weeks clarified that while this ordinance initiates the registration process, further steps would be needed for foreclosure actions.

Director of Planning and Community Development Gregory Gay outlined how the ordinance would help identify property owners and streamline code enforcement processes.

There being no additional discussion, the motion to approve the ordinance, on first reading, passed by a 5-0 vote.

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

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE V, SECTION 15-75 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LOUD OR UNUSUAL NOISES ON STREETS", AND SECTION 15-80, ENTITLED "DISCHARGING FIREWORKS, COMBUSTIBLES", TO DEFINE TIME RESTRAINTS, EXEMPTIONS AND VIOLATION ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Ervin***

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

It was moved by Commissioner Santiago, seconded by Vice Mayor Kelley, to discuss Agenda Item 16-A.3.

Commissioner Ervin introduced the item and provided a brief background.

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

Vice Mayor Kelley proposed a friendly amendment to change the permitted noise cut-off time from 1:00 AM to midnight. He also requested to be a co-sponsor to which Commissioner Ervin agreed.

Discussion ensued about enforcement challenges and the need for a clear process for issuing fines for violations.

Commissioner Santiago supported the item but raised concerns about noise regulations. He suggested allowing music until 12 a.m. on weekends, emphasizing that residents should lower the volume rather than end events abruptly. Commissioner Santiago also noted community complaints about noise near parks and public spaces, including 27th Avenue by the airport.

Mayor Taylor supported Vice Mayor Kelley's amendment to change the allowed time to midnight, stating 1 a.m. was too late. He raised concerns about permitting for fireworks on non-city holidays and asked for clarity on who would grant permission, noting the removal of the mayor's approval authority in the legislation.

Discussion ensued about noise cut-off.

There being no additional discussion, the motion to approve the ordinance, on first reading, passed by a 4-1 vote.

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

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE VEHICLE RECOVERY (REPOSSESSION) AND STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING AND STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).
*Sponsored by Interim City Manager***

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

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

Interim City Manager Lawson introduced the item and provided a brief background.

Mayor Taylor opened the public hearing.

Mark Cooper, 6801 SW 75th Terrace, Miami, expressed support for the ordinance and commended city staff. He shared that two prospective tenants were interested in the area due to the zoning changes but noted concerns about the sewer line not being operational for another six months. He urged the city to ensure the sewer line is completed to avoid issues with land use and contamination, emphasizing the importance of timely action to support the city's growth.

Mayor Taylor closed the public hearing.

There being no additional discussion, the motion to approve the ordinance, on second reading, passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes

Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

- 2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING APPROVAL FOR THE RENAMING OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT, TO THE “OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS”; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025). *Sponsored by Commissioner Santiago***

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

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

Commissioner Santiago introduced the item and provided a brief background.

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

Mayor Taylor suggested renaming the facility for clarity, proposing "Opa-locka Timothy Holmes Police Headquarters" instead of "City of Opa-locka Police Department Timothy Holmes Headquarters." Commissioner Santiago agreed with the change.

Discussion ensued.

It was moved by Mayor Taylor, seconded by Vice Mayor Kelley, to amend the name to "Vice Mayor Timothy Holmes Police Headquarters".

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

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

The above amended ordinance was read by City Attorney Burnadette Norris-Weeks.

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

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

- 3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, DIVISION 3, SECTION 2-132)(A), ENTITLED “CALLING AND NOTICE”; ARTICLE VI, DIVISION 1, SECTION 2316(3)(B), ENTITLED “ADMINISTRATIVE POLICIES; POWERS, DUTIES AND FUNCTIONS OF CITY MANAGER”; ARTICLE VI, DIVISION 1, SECTION 2-320.2(D)(1), ENTITLED “CONE OF SILENCE”; CHAPTER 8.5, SECTION 8.53(B), ENTITLED “RESOLUTION CALLING ELECTION REQUIRED; CONTENTS; PUBLICATION”; ARTICLE V, SECTION 13-102(A), ENTITLED “SALE OF SEIZED MACHINE; DISPOSITION OF MONIES”; ARTICLE III, SECTION 19-29(B), ENTITLED “PUBLIC HEARING AND NAMING BY CITY COMMISSION; REFERENDUM”; ARTICLE III, DIVISION 1, SECTION 21110(F), ENTITLED “EXCEPTION FOR INTERIM PACKAGE TREATMENT FACILITIES”, TO ELIMINATE THE REQUIREMENT FOR NEWSPAPER PUBLICATION; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025). *Sponsored by City Clerk***

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to discuss Agenda Item 16-B.3.

City Clerk Flores introduced the item and provided a brief background.

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

There being no additional discussion, the motion to approve the ordinance on second reading passed by a 5-0 vote.

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

- 4. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-**

LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 71 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 2282, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025). *Sponsored by Interim City Manager*

Mayor Taylor noted he requested changes to the ordinance at the January 22, 2025 and it is still in the legislation.

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

Interim City Manager Lawson deferred item 16-B.4 to the March 12, 2025 meeting.

- 5. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101 (O), RELATED TO THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT (HDOD) TO INCREASE THE MAXIMUM BUILDING HEIGHTS TO NO HIGHER THAN 105 FEET AND TEN STORIES TO COMPLY WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS, PART 77 TO ENSURE SAFETY AND LIVABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025). *Sponsored by Interim City Manager***

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

It was moved by Commissioner Ervin, seconded by Commissioner Santiago, to discuss Agenda Item 16-B.5.

Interim City Manager Lawson introduced the item and provided a brief background.

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

There being no additional discussion, the motion to approve the ordinance, on second reading, passed by a 5-0 vote.

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER’S REPORT:

Interim City Manager Lawson provided a written report and was available for questions.

Vice Mayor Kelley noted concerns to discuss further in private but requested an update on the PSAs, acknowledging progress with one already visible. He also asked for a status update on the beautification initiative.

Commissioner Santiago expressed concern about drug activity within the city and safety. Interim City Manager Lawson acknowledged the concerns and agreed to increase patrols.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

**Mayor John H. Taylor Jr.
Update on the city's Financial Oversight and 99 Findings by Interim City
Manager Sha'mecca Lawson**

**City of Opa-locka Board presentation by Interim City Manager Sha'mecca
Lawson and City Clerk Joanna Flores**

On behalf of Commissioner Bass, Mayor Taylor, announced the upcoming chess tournament on March 1st.

Commissioner Santiago announced plans to host a Dominican Independence Day breakfast on February 27, offering a traditional Dominican meal. He emphasized that the event would not incur any costs to the city, as he would personally sponsor it. The location is yet to be determined. Commissioner Santiago committed to coordinating with the city manager's office to distribute invitations to his colleagues.

Mayor Taylor noted a conflict with some City Commissioner members traveling to Orlando but expressed support.

Vice Mayor Kelley agreed to send remarks in his absence.

Vice Mayor Kelley reported on the monthly farm share distribution at Sherbondy Pavilion, which served over 300 families, and thanked city staff, colleagues, and volunteers. He hosted a clergy luncheon for the National Day of Prayer, announced a summer community revival, and shared outcomes from the Magnolia North cleanup. At the "Meet Me Monday" event, he suggested quarterly sessions with city staff to enhance community engagement. He thanked the commission for supporting the Feeding South Florida initiative, noting additional resources like Florida DMV on Wheels would be available on February 21. He encouraged community partners to connect with the City Clerk's office and emphasized promoting the city's successes amid a lack of positive media coverage.

Commissioner Ervin praised the police department for their exceptional response to the accident on Saturday night, expressing pride in their efforts, including creating a memorial for the family. She noted that future accommodations are planned and extended her heartfelt condolences to the affected family. Commissioner Ervin also announced a Valentine's Bingo event at Sherbondy on February 14, encouraging attendance and mentioning that food would be provided. She also announced the return of karaoke on March 22nd.

Mayor Taylor reported on the Mayor's Business Luncheon, where the Greater Opa-locka Chamber of Commerce initiative was launched to unite local businesses, with over 70 attending and a board established. He encouraged the commission to complete the survey for the Vision Retreat on March 15 and commended Officer Kirby Nord for his quick response to a recent accident, highlighting the city's focus on addressing speeding issues. Mayor Taylor also requested polling the commission to consider rescheduling the upcoming meeting due to conflicts with the Florida Black Caucus trip.

It was moved by Mayor Taylor, seconded by Vice Mayor Kelley, to cancel the February 26, 2025 City Commission meeting.

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

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

Interim City Manager Lawson advised the Commission that the City Clerk provided a board report for their review and that she would schedule individual meetings to further discuss.

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

21. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Vice Mayor Kelley, seconded by Commissioner Santiago to adjourn the meeting at 9:10 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

SPECIAL COMMISSION MEETING
Tuesday, February 25, 2025
1:30 PM

1. CALL TO ORDER:

Vice Mayor Joseph L. Kelley called the meeting to order at 1:34 PM on Tuesday, February 25, 2025, at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Commissioner Luis B. Santiago and Vice Mayor Joseph L. Kelley. Also, in attendance were: Interim City Manager Sha'mecca Lawson, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobb, City Clerk Joanna Flores and Assistant City Clerk Floralba Valdes-Wright. Commissioner Natasha L. Ervin and Mayor John H. Taylor Jr. were not in attendance.

3. INVOCATION:

The Invocation was delivered by Vice Mayor Joseph L. Kelley.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PUBLIC INPUT:

There were none.

6. RESOLUTION:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SUPPORTING A REVISION TO SECTION 267.0722, FLORIDA STATUTES DETERMINING THAT OPA-LOCKA, FLORIDA SHALL BE THE PERMANENT SITE OF THE FLORIDA MUSEUM OF BLACK HISTORY; DESIGNATING OPA-LOCKA HISTORIC CITY HALL AS THE INTERIM SITE FOR THE FLORIDA MUSEUM OF BLACK HISTORY; COMMITTING TO THE USE OF HISTORIC CITY HALL FOR INTERIM EXHIBITIONS FOR A LIMITED TIME; OFFERING THE CITY'S ASSISTANCE IN THE CREATION AND CONVENING OF THE GOVERNING BOARD, CARRYING OUT OF INTERIM EXHIBITIONS, AND COMPLETION OF PREDEVELOPMENT ACTIVITIES; REQUIRING CITY REPRESENTATIVE INVOLVEMENT IN ALL PLANNING AND/OR IMPLEMENTATION ACTIVITIES RELATING TO THIS RESOLUTION;

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

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

It was moved by Commissioner Santiago, seconded by Commissioner Bass to pass the resolution.

Vice Mayor Kelley explained that the item is a City Commission sponsored item. He noted that following the last meeting and presentation by Ten North Group, for the city to be able to take on this assignment even on a temporary basis the City Commission needed to send support documentation which is the resolution before them.

Commissioner Bass mentioned that there were several residents who contacted her in support of this item, and she is glad that the Commission is also going to support it.

Commissioner Santiago stated that he is in support of the resolution. He asked, would the Historic City Hall be the permanent site for the museum?

Vice Mayor Kelley advised that the site would not be permanent and referenced the supporting documentation which indicated that the temporary site would be for a maximum of four years.

He asked Interim City Manager Lawson if she had any challenges with this item?

Interim City Manager Lawson responded, no sir.

Attorney Norris-Weeks stated that Mr. Willie Logan forwarded several documents, one of which was Senate Bill 466, and it has St. John's County as being the site, but this resolution has the Commission supporting what would be new language. She asked if there was a representative from Ten North Group that could speak to that being changed to Miami-Dade County as opposed to St. John's County as the potential site.

Vice Mayor Kelley recalled that it was stated during the meeting discussion that originally the support was for St. John's County but because of the challenges that it was a good opportunity for Opa-locka to become the permanent site.

Nakia Bowling, Ten North Group located at 490 Opa-locka Boulevard, Opa-locka, Florida came forward and advised that St. John's County was the original site, but they have been working over the past six months to show why that site was not a feasible site. She said that it started out with Opa-locka being ranked the lowest in the top five and now Opa-locka is in the top three and Opa-locka is strongly being considered as the site. She referenced the maps and feasibility study provided which reflects that both St. John's County and St. Augustine are not viable sites.

She further stated that Ten North Group is in Tallahassee during the opening session and has strong support to move Opa-locka as the site for the permanent home of the museum.

Attorney Norris-Weeks clarified that it is the City Commission intent that Miami-Dade County is the site for the museum, and it will replace St. John's County language in the Senate Bill.

There being no further discussion, the motion passed by a 3-0 vote.

Commissioner Santiago	Yes
Commissioner Bass	Yes
Commissioner Ervin	Absent
Vice Mayor Kelley	Yes
Mayor Taylor	Yes

7. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Santiago, seconded by Commissioner Bass to adjourn the meeting at 1:41 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

RESOLUTION NO. _____

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

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposals ("RFP") for an Agent of Record for qualified and experienced firms to manage the process of soliciting competitive bids and assist the City in evaluating the resultant bids to identify the bid of the best qualified insurance company which best meets the City's insurance needs for General Liability, Cyber Liability, Automobile Liability, Physical Damage, Property Damage, Workers Compensation Insurance and Employer Liability Coverage for the City, as set forth in the RFP, attached hereto as Exhibit "A"; and

WHEREAS, the City insurance budget for FMIT is Four Million, Three Hundred Thousaand Dollars (\$4,300,000.00) for the current fiscal year; and

WHEREAS, the City Commission authorizes the Interim City Manager to issue an RFP for General Liability, Cyber Liability, Automobile Liability, Physical Damage, Property Damage, Workers Compensation Insurance and Employer Liability Coverage for the City, as set forth in the RFP, attached hereto as Exhibit "A".

NOW THEREFORE BE IT RESOLVED THAT 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 of Interim City Manager. The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to issue an RFP for an Agent of Record for the provision of General Liability, Cyber Liability, Automobile Liability, Physical Damage, Property Damage, Workers

Compensation Insurance and Employer Liability Coverage for the City, as set forth in the RFP, attached hereto as Exhibit "A".

Section 3. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the 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 _____, 2025.

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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Budget Administrator	Robert Anathan		Budget Administrator Signature:	ROBERT ANATHAN			
Interim City Manager:	Sha'mecca Lawson		ICM Signature:	Sha'mecca Lawson			
Commission Meeting Date:	3.12.2025		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X			
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) See Attachments		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	Interim City Manager		Department: City Manager's Office				

Short Title:

A RESOLUTION OF A CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSAL FOR AN AGENT OF RECORD FOR GENERAL LIABILITY, CYBER LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY DAMAGE, WORKERS COMPENSATION AND EMPLOYER LIABILITY COVERAGES.

Staff Summary:

Staff believe it's appropriate to evaluate the municipal insurance marketplace. Staff recommend the City Commission approve the issuance of a Request For Proposal (RFP) to engage an Agent of Record to obtain competitive liability and damage quotes for Commission consideration.

History: The City has been insured by the Florida Municipal Insurance Trust (FMIT) for nearly two decades. The City insurance budget for FMIT is \$4.3 million this fiscal year. The City hasn't sought competitive bids for many years.

Current Activity: Although the City has had an extremely good and beneficial working relationship with FMIT for nearly two decades, it is recognized as good financial policy that long-term relationships should be tested periodically by soliciting competitive bids to determine if the City continues to receive the best value for its resources. To obtain competitive insurance bids, an Agent of Record is engaged through an RFP process to solicit competitive bids and assist the City in evaluating the resultant bids to identify the bid which best meets the City's insurance needs at the most favorable cost.

Financial Impact: The issuance of an RFP will be done electronically with no expense associated with issuing this RFP.

Proposed Action:

Staff recommends the City Commission authorize issuance of an RFP for an Agent of Record to obtain competitive bids for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property Damage, Workers Compensation and Employer Liability Coverages and other associated services as may arise.

Attachment:

1. Proposed Request For Proposal for Insurance Agent of Record

City of Opa-locka



25-TBA REQUEST FOR PROPOSAL (RFP)

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

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 - NON-COLLUSION AFFIDAVIT
 - NON-DISCRIMINATION AFFIDAVIT
 - E-VERIFY FORM
 - ANTI-KICKBACK AFFIDAVIT

ADVERTISEMENT



RFP 25-TBD

The sealed proposal for Agent of Record services for Brokerage/Agency Firm for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverages for the City of Opa-locka will be received at the City Clerk's Office on **TBD by 2:00 p.m.**

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals should be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.
2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Proposals (RFP) package that arrives after the specified closing time will be returned unopened.

Instructions for Postal Mail Submission:

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 25-TBD Agent of Record services for Brokerage/Agency Firm for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverages.

Mailing Address:

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

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer(s) whose proposal best complies with the **RFP NO: 25-TBD** requirements.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

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

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will accept proposals by mail; however, it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. on TBA. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 25-TBD** – Agent of Record for Brokerage/Agency Firm for Brokerage/Agency Firm for Brokerage/Agency Firm for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, and Workers Compensation and Employer Liability Coverages.

This package shall also include the Proposer's return address. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the City and will not be returned to the Proposer. The City cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

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

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

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

of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda posted on the City's website up to five (5) calendar days before the published submission date. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

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

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

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re- advertise other proposals.

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

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

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

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

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

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

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

1-13. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that it has not been placed on the "Convicted Vendor List".

1-14. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer shall be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-15. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-16. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

1-17. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal 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 contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

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

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBD	
Pre-Bid Meeting	TBA	
Written Questions Due	TBD @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	TBD @ 5:00pm	
Due Date/Bid Opening	TBD @ 2:00 pm	
1 st Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

PART II
NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

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

The City has an expense and capital budget of approximately \$65 million, excluding interfund transfers and approximately 230 full- time and part-time staff.

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

A. INSURANCE PROCUREMENT AND MANAGEMENT SERVICES

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

B. LOSS CONTROL SERVICES

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

C. ADMINISTRATIVE SUPPORT

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

D. CLAIMS ADVOCACY

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

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

2-2 PROPOSER QUALIFICATIONS

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

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

2-3 TERM OF CONTRACT

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

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done.

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, telephone numbers, e-mail addresses and mail address if different from that provided on the Cover page.

3.2.3.4 Corporate Officer signed certification of the Proposal contents.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

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

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

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

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

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal to fulfill the requirements of the scope of services listed in

section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

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

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

3.2.6.3 Provide resumes, not exceeding one page each, of all key personnel who will be assigned for this project.

3.2.7 Tab 6 – Schedule

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

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Identify the structure and amount of compensation

3.2.9 Tab 8 – References

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

3.2.10 Tab 9 – Additional Forms

Proposers must submit with their Proposals the following completed forms

- Proposer Qualifications
- Cost Proposal
- Certification regarding debarment and suspension
- Drug Free workplace certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verification Form

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

PART IV EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation which includes all documents correctly formatted, was timely submitted and is appropriately signed as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract will be awarded to the most responsive Proposer whose Proposal best serves the interest of and represents the best value to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may have any/or all Proposers make presentations and be interviewed by the Committee as part of the evaluation process. The Committee's decision will be communicated to all Proposers. A Proposer's presentation may clarify but may not modify its submitted Proposal. Any discussion between the Proposer and Selection Committee is intended only for providing clarification in response to Committee questions.

Category	Weight
Experience and Qualifications 1. Qualifications & experience of the firm and potential subcontractors in fulfilling the RFP requirements. 2. Availability of qualified personnel. 3. Previous experience in providing Agent of Record services 4. Recommendations	15%
Time Required To Provide Complete and Comprehensive Recommendation 1. Time required to provide a comprehensive set of options for City consideration.	30%
Quality of Services / Technical Approach to the Scope of Work 1. Ability to convey a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. 2. Project Approach and Methodology.	25%
Total Cost 1. Transparent Pricing Structure 2. Any other additional costs 3. Identification of long-range cost containment strategies	30%
TOTAL	100%

4-3 ORAL PRESENTATIONS

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

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

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

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

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

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, indicate:

Date of Incorporation: _____ State in which Incorporated: _____

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

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

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

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

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

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

PRICE PROPOSAL FORM

Agent of Record fees will be paid by:

City of Opa-locka _____

Selected Insurance Company _____

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

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

LUMP SUM PRICE: \$_____

If Agent of Record fees will be paid by selected insurance companies, provide basis of charges to selected company. _____

SUBMITTED
THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title

**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 _____

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

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

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

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

Date _____

Signature

CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

E-VERIFY

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employees of the City of Opa-Locka, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of _____, 20____

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING SOURCEWELL COOPERATIVE PROGRAM AGREEMENT NO. 093021-ELG WITH ELGIN SWEEPER COMPANY FOR THE PURCHASE OF A 2025 FREIGHTLINER MODEL M2 CHASSIS WITH DUAL STEERING AND CONTROLS, FOR AN AMOUNT NOT TO EXCEED A NET TRADE-IN COST OF TWO HUNDRED EIGHTY-SIX THOUSAND, THREE HUNDRED-NINETEEN DOLLARS AND TWENTY CENTS (\$286,319.20) FROM ENVIRONMENTAL PRODUCTS GROUP, A LOCAL DEALER OF ELGIN SWEEPER COMPANY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") street sweeper continues to have mechanical issues, continually breaks down and is no longer economically viable to maintain; and

WHEREAS, the City street sweeper is a 2013 Elgin Mechanical Sweeper. To date, the City has spent more than Sixty-Five Thousand Dollars (\$65,000.00) on repairs and maintenance on this equipment. Life expectancy for this type of equipment is four (4) to eight (8) years while this equipment is approaching twelve years of service; and

WHEREAS, historically the City utilizes a street sweeper primarily in maintenance of the City's stormwater drainage system by removing street debris before it can enter the drainage system; and

WHEREAS, the Interim City Manager recommends that the City approve procurement of a 2025 Elgin RegenX street sweeper, which is more efficient in collecting finer debris and can have lower long-term maintenance costs due to having fewer moving parts, by piggybacking the Sourcewell Contract No. 093021-ELG with Elgin Sweeper Company, subject to subsequent approval that will be required by the City Commission for a four-year capital lease for said equipment; and

WHEREAS, pursuant to a separate agenda item, city staff will recommend that this item be financed through a four-year capital lease with the City having complete ownership at the end of the lease; and

WHEREAS, Sourcewell previously awarded a contract to Elgin Sweeper Company, pursuant to its Request for Proposals (RFP) No. 093021 for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies, for a four-year period commencing November 22, 2021 through November 16, 2025. The contract may be extended for a fifth year upon written agreement of the parties; and

WHEREAS, the net cost for the proposed sweeper, an Elgin RegenX regenerative air street sweeper mounted on a 2025 Freightliner Model M2 chassis with dual steering and controls is Two Hundred Eighty-Six Thousand, Three Hundred-Nineteen Dollars and Twenty Cents (\$286,319.20) (quote attached hereto as Exhibit "B"); and

WHEREAS, the vehicle will be procured from Environmental Products Group, a local dealer of Elgin Sweeper Company; and

WHEREAS, with a Twenty-Seven Thousand Dollars (\$27,000.00) trade-in allowance for the City's current street sweeper, the net price of the new sweeper will be Two Hundred Eighty-Six Thousand, Three Hundred-Nineteen Dollars and Twenty Cents (\$286,319.20). Financing will be addressed on a separate agenda item; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to piggyback Sourcewell Cooperative Program Agreement Contract No. 093021-ELG with Elgin Sweeper Company, attached hereto as Exhibit "A", to procure a 2025 Elgin RegenX street sweeper regenerative air street sweeper mounted on a 2025 Freightliner Model M2 chassis with dual steering and controls from Environmental Products Group, a local dealer of Elgin Sweeper Company, for an amount not to exceed a net trade-in cost of Two Hundred Eighty-Six Thousand, Three Hundred-Nineteen Dollars And Twenty Cents (\$286,319.20).

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

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization. The City Commission of the City of Opa-Locka hereby piggybacks Sourcewell Cooperative Program Agreement Contract No. 093021-ELG with Elgin Sweeper Company, attached hereto as Exhibit "A", to procure a 2025 Elgin RegenX street sweeper regenerative air street sweeper mounted on a 2025 Freightliner Model M2 chassis with dual steering and controls from Environmental Products Group, a local dealer of Elgin Sweeper Company, for an amount not to exceed a net trade-in cost of Two Hundred Eighty-Six Thousand, Three Hundred-Nineteen Dollars and Twenty Cents (\$286,319.20).

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. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this ____ day of March 2025.

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 Santiago	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Vice-Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	Sha'mecca Lawson		ICM Signature				
Commission Meeting Date:	03/12/2025		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading X		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract 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	Interim City Manager		Department: Planning & Community Development	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO TRADE-IN THE CITY'S CURRENT STREET SWEEPER EQUIPMENT AND TO PROCURE A REPLACEMENT UNIT.

Staff Summary:

Issue / Recommendation – The City street sweeper continues to have mechanical issues and is no longer economically viable to maintain. Staff recommend acquisition of a new street sweeper.

The City street sweeper is a 2013 Elgin Mechanical Sweeper which continually breaks down and is no longer economical to repair. To date the City has spent more than \$65,000 on repairs and

maintenance on this equipment. Life expectancy for this type of equipment is 4 to 8 years while this equipment approaches twelve tears of service.

The City utilizes a street sweeper primarily in maintenance of the City's stormwater drainage system by removing street debris before it can enter the drainage system. The recommendation is for a regenerative air street sweeper which is more efficient at collecting finer debris and can have lower long-term maintenance costs due to having fewer moving parts.

Staff recommends piggybacking the Sourcewell contract No.093021-ELG for an Elgin RegenX regenerative air street sweeper mounted on a 2025 Freightliner Model M2 chassis with dual steering and controls. The vehicle will be procured from Environmental Products Group.

By separate agenda item staff will recommend this item be financed through a four-year capital lease with the City having complete ownership at the end of the lease.

Financial Impact – With a \$27,000 trade-in allowance for the City's current street sweeper, the net price of the new sweeper will be \$286,319.20. Financing will be addressed on a separate agenda item.

Proposed Action:

Staff recommends the City Commission approve procurement of a 2025 Elgin RegenX sweeper for a net cost of \$286,319.20 through piggybacking the Sourcewell contract No.093021-ELG, from Environmental Products Group, subject to subsequent Commission approval of a four-year capital lease for this equipment.

Attachment:

1. Agenda Cover
2. 2025 Elgin RegenX quote 121724
3. RegenX Spec Sheet
4. Brochure



December 20th, 2024

City of Opa Locka, FL

Attn: Mr. Airia Austin

Purpose: Elgin RegenX quote

Dear Mr. Austin,

We are pleased to offer the City of Opa Locka the following quotation for a new Elgin RegenX regenerative air street sweeper. Sweeper will be mounted on a 2025 Freightliner model M2 with dual steering and controls. Quotation is based on the Sourcwell contract 093021-ELG. City of Opa Locka contract member number 204358

Price as configured for Elgin RegenX	\$318,420.00
Deduct freight	\$ 5,450.00
Deduct dual steer cab/chassis	\$142,620.00
Body price	\$170,360.00
Deduct contract discount 3%	\$ 5,110.80
Total body price after discount	\$165,249.20
Add freight back in	\$ 5,450.00
Add dual steer cab/chassis back in	\$142,620.00
Total delivered price	\$313,319.20

Central Florida
Corporate Headquarters
700 Hermit Smith Rd.
Apopka, FL 32703
407.798.0004

South Florida
1907 SW 43rd Terrace
Suites G & H
Deerfield Beach, FL 33442
954.518.9923

Georgia
4410 Wendell Dr. SW
Atlanta, GA 30336
404.693.9700

Tennessee
2995 Sandbrook St.
Memphis, TN 38116
901.630.4658



MyEPG.com



Optional Trade allowance 2013 Broom Bear

\$ 27,000.00

VIN# 1FVACXB54DHB7437

S/N 4MH10216

Total delivered price after deducting trade

\$286,319.20

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MyEPG.com

SPECIFICATIONS

CDK 6335

S/N RM41453

VIN 3ALACWFC3SDWD8785

John Deere 74hp auxiliary engine

25' water fill hose

Inspection door on RH side of hopper

Toolboxes on LH and RH sides of hopper

Side broom and pick up hear work lights

Front spray bar

In cab hopper dump controls

LED Arrowstick on rear

LH and RH side broom tilt controls

Hydraulic temperature shutdown

Idle down with no water

2 alternating rear LED lights that flash 100 times per minute



Rear LED flood lights

Sweeper service manual

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MyEPG.com

Please let me know if you have any questions.

Sincerely,

Paul A. Hart

Paul A. Hart

South Florida Sales

Environmental Products Group

Cell 561-719-1395

Email: phart@myepg.com



REGENERATIVE AIR SWEEPER

Regen^X™



Built By Elgin[®] X Designed By You

CLEAN...WITHOUT GETTING DIRTY.



EASY TO CLEAN.
EASY TO SERVICE.
EASY TO OPERATE.

IT'S SIMPLE.

- 1 Rounded Corners**
For easier cleaning and better load evacuation
- 2 Drop-Down Screens**
Cable-controlled, activated by switch on side of hopper
- 3 Self-Emptying Dust Separator**
Evacuates dust when hopper is dumped
- 4 Dust Separator Washout Doors**
Easy-access for effective washout of dust separator
- 5 Simple Inlet Design with Deflector**
Deflector loads debris evenly without creating challenges for washout
- 6 Pickup Head Clean Out Port**
Efficiently clean out pickup head while staying clean and dry



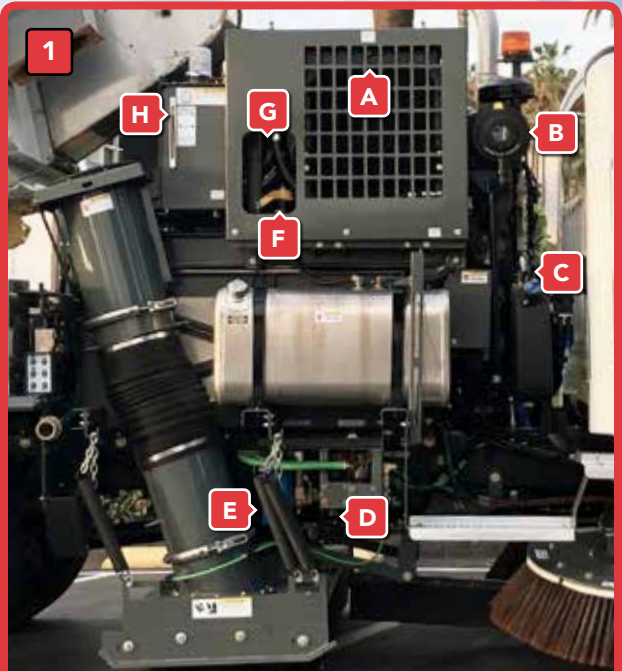
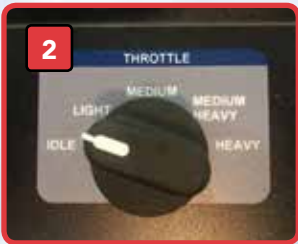
THE DIFFERENCE IS SIMPLE.

CONTAINER DUMP HEIGHT

- X Large 8 yd³ hopper capacity
- X 56" inch roll-off container dump height
- X Avoid double-handling from dumping on the ground
- X Improve operational efficiency by placing roll-off containers along your route
- X Comply with environmental restrictions prohibiting dumping on the ground

- 1 **Easy-Access to Service/Maintenance Components**
- 2 **Easy-to-Use Controls**
 - No control modules
- 3 **Superior Side Broom Design**
 - Pneumatic float for adjustable side broom pressure in cab
 - Elgin's trailing arm design provides inward motion to avoid obstacles
 - Standard parallelogram linkage allows side brooms to closely follow road contours, and maintain a consistent broom tilt (angle) with the road surface
- 4 **Left-Hand Exhaust**
 - Helps to avoid contact with tree limbs
- 5 **Easy-Access Switch to Drop Hopper Screens (standard)**
- 6 **Bolt-on Hopper Inlet for Easy Replacement**
- 7 **Bolt-on, External Dust Separator**

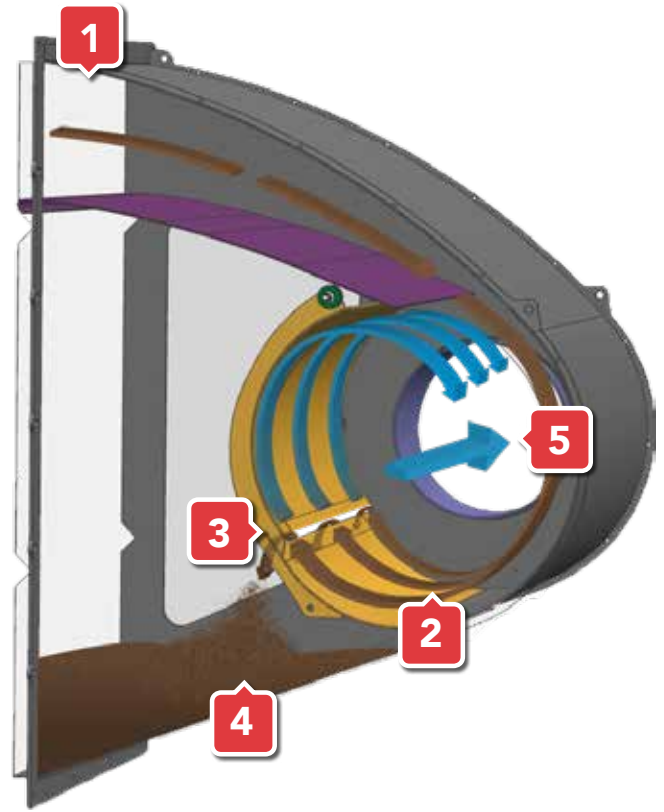
- 8 **Slotted Bolt-on Curtain Assembly**
 - Loosen 4 bolts to remove entire curtain assembly for service
- 9 **Water Level Indicator**
 - Visible from side mirror while operating
- 10 **Dual Quick Disconnect on Suction Tube**
 - Quick disconnects at top and bottom of suction tube for ease of maintenance and access to obstructions
- 11 **Extended Steel Suction Tube**
 - Minimal corrugation in suction tube for improved material flow
- 12 **Adjustable Bumper**
 - Customizable to various debris containers
- 13 **Adjustable Hopper Door Locks for Proper Seal**



- A. Radiator Coolant Level
- B. Air Filter
- C. Engine Oil Level / Fill
- D. Water Pump
- E. Water Filter
- F. Engine Oil Filter
- G. Fuel / Water Separator
- H. Hydraulic Oil Level

HIGHLY EFFICIENT DUST SEPARATOR

- 1 Dust Separator Inlet**
Dust enters the separator from the hopper
- 2 Centrifugal Separator Design**
Air spins around tube at high speed, forcing dust to outside walls
- 3 Skimmer Slot**
Dust is skimmed off into the collection chamber
- 4 Dust Collection Chamber**
Self-emptying chamber that evacuates when the hopper is dumped
- 5 Fan Inlet**
Clean air exits the separator and returns to the fan



**Fan belt change in less than 5 minutes -
NO TOOLS REQUIRED**

- 1 Hardox Steel Fan**
 - Highly efficient closed-face fan with backward curved vanes
 - Hardox steel vanes for durability (used in military-grade armor)
 - *Fan change can be executed in approximately 1 hour*
- 2 Sealed-for-Life Bearings**
 - No need to grease fan bearings
 - Secondary seal to prevent dirt from getting into the bearing
- 3 Fluid Coupler**
Acts as torque damper, increases reliability and life of drive system
- 4 Spring-Loaded Belt Tensioner**
Maintains consistent belt tension over time, easy to adjust
- 5 Keyed and Tapered Fan Shaft**
Provides ease of service

FAN DRIVE SYSTEM



Built By Elgin **X** Designed By You

The Elgin Innovation Team traversed the country, speaking to hundreds of customers at all levels within the street sweeping industry, both municipal and contractor, in pursuit of true voice-of-the-customer insights. Months of real-world prototype testing and feedback refined the sweeper design to provide customers with exactly what they want and need, while proving the reliability and durability along the way. The input of service technicians, operators, and street sweeping supervisors shaped every detail of the new **RegenX™** mid-dump regenerative air street sweeper from Elgin Sweeper Company, a sweeper that is **easy to use, easy to clean, and easy to maintain** but still delivers the quality and proven technology that is the hallmark of Elgin Sweeper products.

The new **RegenX** was built by Elgin, but designed by you.

Why Regen**X**™

X Roll-Off Dump Height with 50° Dump Angle and 8 yd³ Hopper

- Avoid double-handling, driving back to the facility to dump, and environmental ground-dumping restrictions

X Incredibly Easy to Clean

- Simple hopper – rounded corners and external self-dumping dust separator
- Easy-access washout doors for dust separator and pickup head
- Cable-controlled drop-down screens standard

X Easy to Service

- Easy to access components with locations determined by experienced service technicians
- Bolt-on wear parts wherever possible (dust separator, hopper inlet, etc.)
- Simple design with no control modules for sweeper functions

X Reliable

- Better cleanout and easier serviceability leads to more reliability
- Highly efficient dust separator and large screen surface area reduce carryover and sand blasting
- Overall simple design – less moving parts, more uptime



ElginSweeper.com/RegenX

Phone (847) 741-5370 • Fax (847) 742-3035

1300 W. Bartlett Road, Elgin, IL 60120 U.S.A.

Specifications subject to change without notice. Some items shown may be optional. Elgin® RegenX™ and LifeLiner® are registered trademarks of Federal Signal Corporation. Hardox® is a registered trademark of Hardox wear plate. Federal Signal Corporation is listed on the NYSE by the symbol FSS.

Built By Elgin® **X** Designed By You

RELIABLE, SERVICEABLE, SIMPLE.

The Elgin Innovation Team traversed the country, speaking to hundreds of customers at all levels within the street sweeping industry, both municipal and contractor, in pursuit of true voice-of-the-customer insights. Months of real-world prototype testing and feedback refined the sweeper design to provide customers with exactly what they want and need, while proving the reliability and durability along the way. The input of service technicians, operators, and street sweeping supervisors shaped every detail of the new **RegenX™** mid-dump regenerative air street sweeper from Elgin Sweeper Company, a sweeper that is **easy to use, easy to clean, and easy to maintain** but still delivers the quality and proven technology that is the hallmark of Elgin Sweeper products.

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Don't take our word for it – Call your dealer & request a demo!



ELGIN
A subsidiary of Federal Signal

SWEEP SYSTEM

AUXILIARY ENGINE

Make John Deere 4045T
Type 4 cylinder, turbocharged diesel
Displacement 276 cu. in. (4.5 L)
Horsepower 74 (55 kW) @ 2400 RPM
Torque 224 ft-lbs (304 Nm) @ 1600 RPM
Oil Filter Spin-on full flow

Auto Shutdown Low oil pressure, high coolant temp, hydraulic oil level, fuel temp, intake manifold air temp, water-in-fuel, very high soot loading
Electronic Throttle

Indicator lamps Full load, screen down, hydraulic oil level
Indicator lamps (when optioned); hopper up, door open, hydraulic oil temp

ELECTRICAL SYSTEM

Voltage 12 volt
Sweeper Engine Alternator 75 amperes

INSTRUMENTATION / CONTROLS

Rocker switches central console
Display that indicates Tachometer, Engine Hour Meter, Oil Pressure, Coolant Temperature

SWEEP SYSTEM – COMPONENTS

GENERAL SPECIFICATIONS

SWEEPING PATH:

Pickup Head only
 90 in (2,286 mm)
Pickup Head & one Side Broom
 117 in (2,971 mm)
Pickup Head & two Side Brooms
 144 in (3,658 mm)
Travel speed
 Up to highway speed

BLOWER

Drive Direct 2-groove banded power belt with spring-loaded idler belt tensioner
Blower Construction Hardox brand steel
Blower Housing 7 gauge (4.6 mm) Steel

PICKUP HEAD

Length 90 in (2,286 mm)
Head Area Approx. 2,700 in² (17,420 cm²)
Hose Diameters
 - Pressure: 14 in (355 mm)
 - Suction: 13 in (330 mm)
Control Hydraulic raising and lowering
Vacuum Enhancer External, cable-controlled with in-cab lever
Hose Connection Quick disconnect type near pickup head at lower area of suction hose and upper area of suction hose
Hose Construction Flexible rubber steel reinforced

SIDE BROOM

Diameter 42 in (1067 mm)
Disc Construction Steel plate
Speed Constant
Drive Hydraulic motor, protected by relief valve
Mounting Free floating trailing arm
Motion Pneumatically inward/outward, raised/lowered
Adjustment Inward/outward, forward/backward
Digging Pressure/wear control pneumatic in cab
Sweep Position Fully extended or in front of pickup head with optional full retract feature
Type Segment set disposable

HYDRAULIC SYSTEM

Purpose Powers hydraulic motors on side brooms, activates hopper dump cycle, and raises/lowers pickup head
Hydraulic Pump Capacity 7.7 GPM (29 LPM) @ 2500 RPM
Reservoir Capacity 11 gal (42 L)
Filter 10 micron, spin-on type

DEBRIS HOPPER

Volumetric Capacity 8 yd³ (6 m³)
Effective Dump Angle 50°
Dust Separator Self-dumping, centrifugal with cleanout doors

Lifting Hydraulic, two double acting cylinders
Hopper Dump Door Hydraulic open/close and lock/unlock
Hopper Dumping Control
 - Lever on right side of unit
 - In cab dumping controls optional
Hopper Screens Hinged, pneumatic drop down control on right side of unit, steel
Dump Height Minimum of 56 in

SPRAY WATER SYSTEM

Water Tank Construction Polyethylene
Water Tank Capacity 250 gal (946 L)
Fill Hose 16 ft 8 in (5,080 mm)
Pump Type Diaphragm with run-dry capability with HI or LO selectable pump speeds
Pump Capacity 8 GPM (30 LPM)
Pump Pressure 40 PSI (2.7 bar)
Spray Nozzles (Total of 9)
 - Quick release brass for ease of cleaning or service
 - 3 in suction tube
 - 6 (3 each) side brooms
Controls Hi-Lo off switch in cab
Filter 100 mesh, cleanable
Fittings Prestomatic Push-To-Lok type with thermoplastic tubing

AVAILABLE ENHANCEMENTS

- Dual side broom scrub
- In-cab hopper dump
- Broom hour meter
- Left and right hand toolbox
- Aux. lighting packages
- In-cab side broom tilt
- Variable broom speed
- Auxiliary hydraulic system
- Wandering hose
8 in (203 mm) diameter
- LifeLiner® Hopper System
- Stainless steel hopper
- Hopper inspection door
- Hopper deluge washout system
- Hopper drain
- Centerbroom in pick-up head
- High/low pressure washdown
- Pickup head camera
- Left hand side camera
- Auxiliary water tank capacities
- PM-10 water system
- Extended warranty
- Idle down no water
- Flow blocker
- Hydraulic oil temperature shutdown

PAINT

Powder Coated,
 standard Elgin white
 and gray

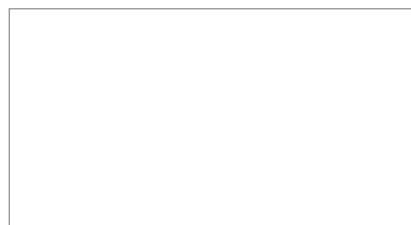
CHASSIS

Available on
 conventional consult
 factory

WARRANTY

SWEEPER
 1 year parts and labor
ENGINE
 Consult Factory

YOUR ELGIN DEALER IS:



ELGIN
Subsidiary of Federal Signal Corporation

1300 W. Bartlett Rd.
 Elgin, Illinois, U.S.A. 60120
 Phone 847-741-5370
 elginsweeper.com/regenx

Effective 10/19
 P/N 0705431-A

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 Federal Signal Corporation is listed on the NYSE by the symbol FSS
 Specifications subject to change without notice.

**Solicitation Number: RFP #093021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

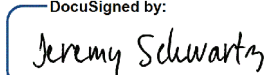
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

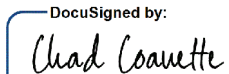
Elgin Sweeper Company

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:35 AM CST

DocuSigned by:

By: 67407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/22/2021 | 10:11 AM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name: Elgin Sweeper Co.

Does your company conduct business under any other name? If yes, please state: Elgin Sweeper Co. Division of Federal signal

Address: 1300 W Bartlett Rd
Elgin, IL 60120

Contact: David Panizzi

Email: dpanizzi@elginsweeper.com

Phone: 847-622-7153 402385

HST#: 36-2351764

Submission Details

Created On: Monday September 13, 2021 13:04:04

Submitted On: Wednesday September 29, 2021 16:49:19

Submitted By: David Panizzi

Email: dpanizzi@elginsweeper.com

Transaction #: cd6ff737-3555-439f-821b-fc3b047a5759

Submitter's IP Address: 50.238.226.126

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names	*
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120	*
5	Proposer website address (or addresses):	www.elginsweeper.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Elgin Sweeper Co. has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than \$1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https://www.federalsignal.com/annual-quarterly-reports
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication. 2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group). Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%
20	What percentage of your sales are to the education sector in the past three years	Less than 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shortly after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, YouTube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experience the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMS, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that is now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to singled-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	☒ Yes ☐ No	Eight different models with optional variations for specific sweeping applications.
71	Runway sweeping and cleaning equipment	☒ Yes ☐ No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.
72	Litter, trash, and debris vacuums	☒ Yes ☐ No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	☐ Yes ☒ No	Service parts are not offered.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
 - [Financial Strength and Stability](#) - fss_2020_10k.pdf - Friday September 24, 2021 14:17:07
 - [Marketing Plan/Samples](#) - 2021 Elgin Facebook - Sourcwell.pdf - Friday September 24, 2021 13:26:30
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
 - [Standard Transaction Document Samples](#) - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
 - [Upload Additional Document](#) - Fed Sig Elgin Vactor-Sourcwell-COI 2022.pdf - Monday September 27, 2021 13:52:39

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Elgin Sweeper Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☒	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☒	2



RFP #093021
REQUEST FOR PROPOSALS
for
Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories,
and Supplies

Proposal Due Date: September 30, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 12, 2021
Pre-proposal Conference:	September 1, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	September 23, 2021, 4:30 p.m., Central Time
Proposal Due Date:	September 30, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 30, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies intended or designed for the sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
 - a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
 - b. Litter, trash, and debris vacuums; and,
 - c. Supplies and replacement or wear parts related to the offering of the solutions in subsections 1. a. – b. above.
2. Sourcewell is seeking a wide variety and range of the equipment described in Section 1. a. – c. above by: 1) purpose-built, chassis-mounted, trailer-mounted, or walk-behind/beside design; 2) engine type, including conventional internal combustion, natural gas, or propane autogas, hybrid or alternative fuels, and electric powered solutions; and, 3) optional equipment or accessory offerings.
3. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies and services. This solicitation should NOT be construed to include “services only” solutions.
4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #080818);
 - b. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #121218);
 - c. Airport Runway and Emergency Equipment with Related Accessories (RFP #030619);
 - d. Janitorial Supplies and Equipment with Related Services (RFP #101320);
 - e. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121); and,
 - f. Roadway Maintenance Equipment (RFP #080521).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$48 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

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Street Sweepers and Specialty Sweepers, with
Related Equipment, Accessories, and Supplies
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1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcwell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;

Rev. 3/2021

Sourcewell RFP #093021
Street Sweepers and Specialty Sweepers, with
Related Equipment, Accessories, and Supplies
Page 12

- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



8/13/2021

Addendum No. 1

Solicitation Number: RFP 093021

Solicitation Name: Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Consider the following Amendment, and the Question and Answer, to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

To provide additional clarity on the requested equipment, products, or services of this solicitation, RFP Subsection II. B. 4. c. is revised to read as follows (new text in *italics*):

* * * *

- c. Airport Runway and Emergency Equipment with Related Accessories (RFP #030619), *with the exception of sweeping, vacuuming, or cleaning equipment identified in subsections 1. a. and 1. b. above;*

* * * *

The remainder of the RFP content remains unchanged.

Question 1:

Does this RFP include sweepers for cleaning airport runways, taxiways, ramps and related surfaces at airports and airfields?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Refer to RFP Section II. B. – Requested Equipment, Products, or Services, and the amendment immediately above.

End of Addendum

Acknowledgement of this Addendum to RFP 093021 posted to the Sourcewell Procurement Portal on 8/13/2021, is required at the time of proposal submittal.



8/25/2021

Addendum No. 2

Solicitation Number: RFP 093021

Solicitation Name: Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it better to bid as a manufacturer or through a dealer, distributor, or importer?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the manner in which it should submit a proposal. It is left to the discretion of each proposer to articulate and propose the approach that aligns with its business methods and satisfies the requirements of the RFP. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 093021 posted to the Sourcewell Procurement Portal on 8/25/2021, is required at the time of proposal submittal.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE CITY'S FIVE-YEAR RECOVERY PLAN, DETAILING FISCAL YEARS 2025 THROUGH 2029; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, due to the City of Opa-Locka's state of financial emergency, the City of Opa-Locka ("City") has been under State oversight control since January 2016; and

WHEREAS, included in the resulting State oversight agreement is the requirement for the City to annually submit an updated Five-Year Recovery Plan; and

WHEREAS, this plan provides long-term guidance to enable the City to ultimately be released from a State of Financial Emergency; and

WHEREAS, the Interim City Manager recommends that the City Commission approve the Fiscal Year 2025-2029 Five-Year Recovery Plan and authorize transmission to the State of Florida; and

WHEREAS, the City Commission of the City of Opa-Locka has considered the updated Five-Year Recovery Plan, as set forth in Exhibit "A", and finds that it is in the best interest of the City and its residents to adopt the Plan.

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

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

Section 2. Authorization. The City Commission of the City of Opa-Locka hereby approves and adopts the City's updated Five-Year Recovery Plan, as set forth in Exhibit "A".

Section 3. Instructions to Transmit A Copy of the Plan. The City's designee is directed to transmit a copy of said Five-Year Recovery Plan to Miami-Dade County and is authorized to take all action necessary to complete the submission process.

Section 4. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager following review by the Opa-Locka Community Redevelopment Agency Executive Director, or designee and City Attorney, without the

need of a public hearing by filing a corrected copy of same with the Opa-Locka Community Redevelopment Agency Secretary and City Clerk.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of March 2025.

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 Santiago	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Vice-Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Budget Administrator	Robert Anathan		Budget Administrator Signature:	ROBERT ANATHAN			
Interim City Manager:	Sha'mecca Lawson		ICM Signature:	[Signature]			
Commission Meeting Date:	March 12, 2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Attachments		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Interim City Manager		Department: Interim City Manager's Office	Interim City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ADOPTING THE CITY'S FIVE-YEAR RECOVERY PLAN DETAILING FY 25 – FY 29.

Staff Summary:

Issue/Recommendation: The City is required to submit an update to the Five-Year Recovery Plan to the State annually. Staff recommends the City Commission approve the FY 25 – FY 29 Five-Year Recovery Plan and authorize that it be forwarded to the State.

History: Due to various financial and other issues, the City was placed under State control due to being in a state of financial emergency since January 2016. Included in the State oversight agreement that was established was the requirement to annually submit an updated Five-Year Recovery Plan,

Current Activity: Staff has updated the Five-Year Recovery Plan based on prior year Five-Year Recovery Plan.

Financial Impact: This plan provides long-term guidance to enable the City to ultimately be released from a State of Financial Emergency. There is no immediate financial impact from the approval of this plan.

Proposed Action:

Staff recommends the City Commission approve the FY 25 – FY 29 Five-Year Recovery Plan and authorize that it be forwarded to the State in accordance with the terms of the Financial Emergency Agreement.

Attachment:

1. FY 25 – FY 29 Five-Year Recovery Plan

City Of Opa-locka, Florida

Five-Year Plan

FY 25 – FY 29





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Aggregate Citywide Assumptions: For the purposes of creating this five-year financial plan we made certain assumptions. The following is an executive summary of these assumptions used during the creation of this plan and will be detailed in each section.

Executive Summary

o The prior five-year plan was used as a base with FY 25 – FY 28 unchanged and FY 29 added to complete the current five-year period.

o Strong tax base growth

- Real Property Tax Base growth + 12.5% annually
- Net Property Tax Base growth + 10.5% annually

o Millage Rate reduction

- FY 21 9.8000 mills
- FY 22 9.6500 mills
- FY 23 9.3500 mills
- FY 24 9.3500 mills
- FY 25 9.2500 mills
- FY 26 9.0500 mills
- FY 27 8.8500 mills
- FY 28 8.6500 mills
- FY 29 8.5000 mills

*Homesteaded property owners would experience essentially no increase in City property taxes.

o Water-Sewer FY 24 and Stormwater FY 25 rate increase and annual CPI increases thereafter

o Annexation not considered due to complexity

o No changes to the Staffing headcount from FY 24 adopted budget

o No new major additional operational initiatives after FY 24 until FY 27

o CIP investment constrained after FY 24 due to limited surplus funds

o All ARPA related projects have been identified

o Grant funding utilized when matching funds available



Staffing

	FY 25 Outlook		FY 26 Outlook		FY 27 Outlook		FY 28 Outlook		FY 29 Outlook	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
<u>Governmental Funds</u>										
City Manager	9.0	-	9.0	-	9.0	-	9.0	-	9.0	-
City Clerk	5.0	-	5.0	-	5.0	-	5.0	-	5.0	-
HR	4.0	-	4.0	-	4.0	-	4.0	-	4.0	-
Finance	11.0	-	11.0	-	11.0	-	11.0	-	11.0	-
CD	6.0	-	6.0	-	6.0	-	6.0	-	6.0	-
Building & License	7.0	6.0	7.0	6.0	7.0	6.0	7.0	6.0	7.0	6.0
Parks & Recreation	11.0	14.0	11.0	14.0	11.0	14.0	11.0	14.0	11.0	14.0
Police										
Sworn	50.0	-	50.0	-	50.0	-	50.0	-	50.0	-
Other	16.0	12.0	16.0	12.0	16.0	12.0	16.0	12.0	16.0	12.0
Code	8.0	-	8.0	-	8.0	-	8.0	-	8.0	-
Building & Grounds Maint	15.0	-	15.0	-	15.0	-	15.0	-	15.0	-
Public Works										
Admin	5.0	-	5.0	-	5.0	-	5.0	-	5.0	-
Streets	4.0	-	4.0	-	4.0	-	4.0	-	4.0	-
Vehicle Maint	2.0	-	2.0	-	2.0	-	2.0	-	2.0	-
Solid Waste	3.0	-	3.0	-	3.0	-	3.0	-	3.0	-
Total Governmental Funds	156.0	32.0	156.0	32.0	156.0	32.0	156.0	32.0	156.0	32.0
<u>Enterprise Funds</u>										
Utility Bill/Cust Svc	-	-	-	-	-	-	-	-	-	-
Meters / Line Maint	3.3	-	3.3	-	3.3	-	3.3	-	3.3	-
Water	4.8	-	4.8	-	4.8	-	4.8	-	4.8	-
Sewer	6.8	-	6.8	-	6.8	-	6.8	-	6.8	-
CIP	3.0	1.0	3.0	1.0	3.0	1.0	3.0	1.0	3.0	1.0
Stormwater	4.3	-	4.3	-	4.3	-	4.3	-	4.3	-
Total Enterprise Funds	22.0	1.0	22.0	1.0	22.0	1.0	22.0	1.0	22.0	1.0
<u>Internal Service Fund</u>										
IT	4.0	-	4.0	-	4.0	-	4.0	-	4.0	-
Total Internal Service Funds	4.0	-	4.0	-	4.0	-	4.0	-	4.0	-
Total City	182.0	33.0	182.0	33.0	182.0	33.0	182.0	33.0	182.0	33.0



Citywide

Assumptions:

- o Real Property Tax Base growth+ 12.5%
- o Total Tax Base Growth (After CRA Adjustment)+ 10.5%
- o Annexation Not Undertaken in Five-Year Plan
- o Utilizing an 8% staff vacancy rate
- o Refinancing of FY 15 debt that has balloon payment of \$3.2 million
- o Fire Hydrant Assessment increased
- o Majority of divisions will be Business as Usual unless otherwise noted
- o All legal settlements have been finalized in FY 24
- o Audits current by year-end FY 24
- o General Revenue Annual Growth+ 3% (excluding property tax & utility revenue)
- o Compensation Annual Growth Excluding Healthcare+ 2%
- o Healthcare Annual Growth + 5%
- o General Operating Expense Annual Growth+ 3%
- o Vehicle Leases -On Expiration (5 Years)- Increased 15%

Summary:

- o Capital expenditure constraints due to lack of available funds
- o Beyond FY 24, City will continue to make continuous improvement, but no additional major initiatives



Citywide - Summary

	FY 25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Funding						
Revenue - Ex Grants	45,665,349	47,858,366	50,177,487	52,621,901	55,330,666	4.9%
Grants	9,531,750	3,988,703	7,695,864	8,253,239	7,260,837	-6.6%
Unfunded CIP	-	-	-	-	-	0.0%
Total Revenue	55,197,099	51,847,069	57,873,351	60,875,140	62,591,503	3.2%
Loans	3,050,000	3,750,000	3,500,000	2,000,000	2,000,000	-10.0%
Total	58,247,099	55,597,069	61,373,351	62,875,140	64,591,503	2.6%
Transfers-In	13,324,877	14,294,963	18,229,848	18,128,721	18,470,052	8.5%
Total Funding	71,571,976	69,892,032	79,603,199	81,003,862	83,061,555	3.8%
Expenditure						
Compensation	16,017,378	16,379,011	16,749,982	17,130,585	17,521,763	2.3%
Operating Expense	20,067,160	20,813,516	21,566,781	22,387,286	23,149,354	3.6%
Other Uses	1,310,544	1,349,860	1,390,356	1,432,067	1,475,029	3.0%
Capital Improvements	14,116,348	9,319,338	16,773,918	16,930,136	15,988,040	3.2%
Debt Service	2,706,273	3,099,526	3,407,528	2,973,490	2,838,725	1.2%
Contingency	1,745,000	1,791,350	1,839,091	1,888,263	1,938,911	2.7%
Total Expense Ex Transfer Out	55,962,703	52,752,602	61,727,656	62,741,827	62,911,822	3.0%
Transfer-Out	13,324,877	14,294,963	18,229,848	18,128,721	18,470,052	8.5%
Total Expense	69,287,579	67,047,565	79,957,504	80,870,548	81,381,874	4.1%
Over / (Under)	2,284,397	2,844,467	(354,305)	133,314	1,679,681	
Fund Balance						
Open	2,284,397	4,584,382	7,428,849	7,074,544	7,207,857	
Over / (Under)	2,284,397	2,844,467	(354,305)	133,314	1,679,681	
Closing Balance	4,568,793	7,428,849	7,074,544	7,207,857	8,887,538	

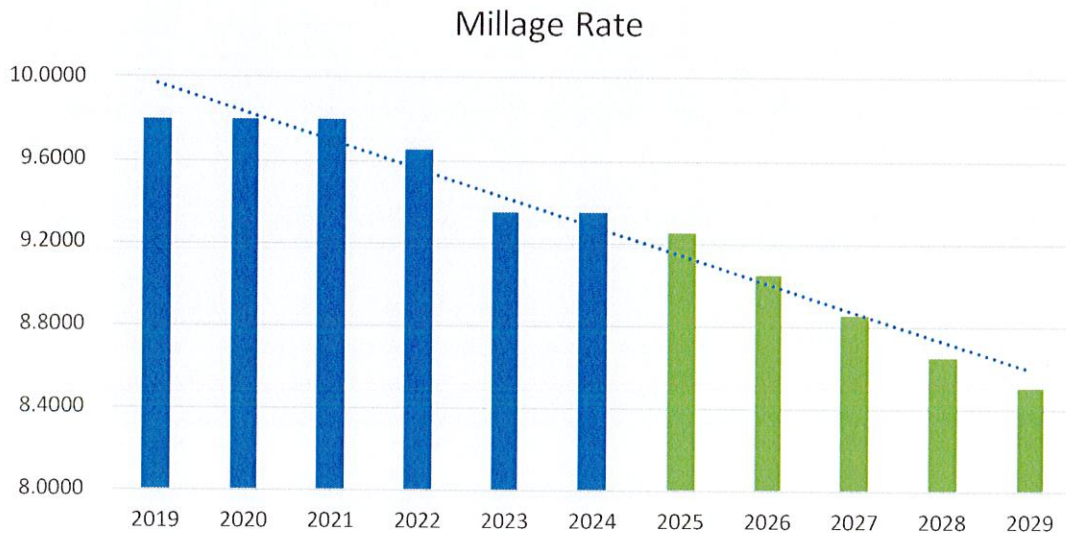


General Fund Summary

Assumptions:

- o Real Property Tax Base Annual Growth + 12.5%
- o Net Tax Base Annual Growth + 10.5%
- o Millage Rate Adjusts per year

<u>Millage Rate</u>	<u>Projected Tax Revenue</u>
• FY 24 9.3500	\$13,749,836
• FY 25 9.2500	\$15,051,571
• FY 26 9.0500	\$16,275,199
• FY 27 8.8500	\$17,593,706
• FY 28 8.6500	\$19,005,266
• FY 29 8.5000	\$20,647,895



Summary:

- o Limited funding of CIP beyond FY 24 due to lack of available funds, in part due to millage rate reduction.



General Fund Summary

	FY 25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Revenue						
Property Tax	15,051,571	16,275,199	17,593,706	19,005,266	20,647,895	8.2%
Franchise Fees	2,510,099	2,585,402	2,662,964	2,742,853	2,825,138	3.0%
Permits	1,185,099	1,220,652	1,257,272	1,294,990	1,333,840	3.0%
Fines & Forfeitures	3,806,453	3,920,646	4,038,266	4,159,413	4,284,196	3.0%
Grants	-	-	-	-	-	0.0%
Other	1,090,044	1,122,746	1,156,428	1,191,121	1,226,854	3.0%
Total Revenue	23,643,266	25,124,645	26,708,635	28,393,643	30,317,923	6.4%
Loan	-	-	-	-	-	0.0%
Total Revenue & Loans	23,643,266	25,124,645	26,708,635	28,393,643	30,317,923	6.4%
Transfer In - G&A	686,631	704,219	722,294	740,871	759,978	2.6%
Transfer In - Debt Service	3,941,051	4,032,159	4,191,151	4,354,912	4,523,587	3.5%
Total Transfer In	4,627,682	4,736,378	4,913,445	5,095,783	5,283,564	3.4%
Total Funding	28,270,949	29,861,023	31,622,080	33,489,426	35,601,488	5.9%
Expenditure						
Compensation	14,266,534	14,586,958	14,915,587	15,252,673	15,599,044	2.3%
Operating Expense	5,956,406	6,149,572	6,325,660	6,529,307	6,675,595	2.9%
Other Uses	1,258,117	1,295,860	1,334,736	1,374,778	1,416,022	3.0%
Capital	406,953	419,162	431,736	444,689	458,029	3.0%
Contingency	1,287,500	1,326,125	1,365,909	1,406,886	1,449,093	3.0%
Total Expenditure	23,175,510	23,777,677	24,373,629	25,008,333	25,597,783	2.5%
Transfer Out - IT	1,063,928	1,093,431	1,123,781	1,154,575	1,176,210	2.5%
Transfer Out - Risk	3,689,466	3,800,150	3,914,154	4,031,579	3,530,092	-1.1%
Transfer Out - Safe Neigh	-	-	1,500,000	2,500,000	2,500,000	
Transfer Out - Water-Sewer	16,128	27,094	81,308	150,560	140,475	71.8%
Transfer Out - Town Center	220,368	226,979	233,788	240,802	248,026	3.0%
Transfer Out - Debt Service	112,340	112,340	112,340	112,340	112,340	0.0%
Total Transfer Out	5,102,230	5,259,994	6,965,372	8,189,856	7,707,143	10.9%
Total Expenditure	28,277,740	29,037,671	31,339,000	33,198,189	33,304,926	4.2%
Over / (Under)	(6,792)	823,352	283,079	291,238	2,296,562	
Fund Balance						
Opening Balance	3,288,957	3,282,166	4,105,518	4,388,597	4,679,835	
(Use) / Addition To	(6,792)	823,352	283,079	291,238	2,296,562	
Closing Balance	3,282,166	4,105,518	4,388,597	4,679,835	6,976,396	



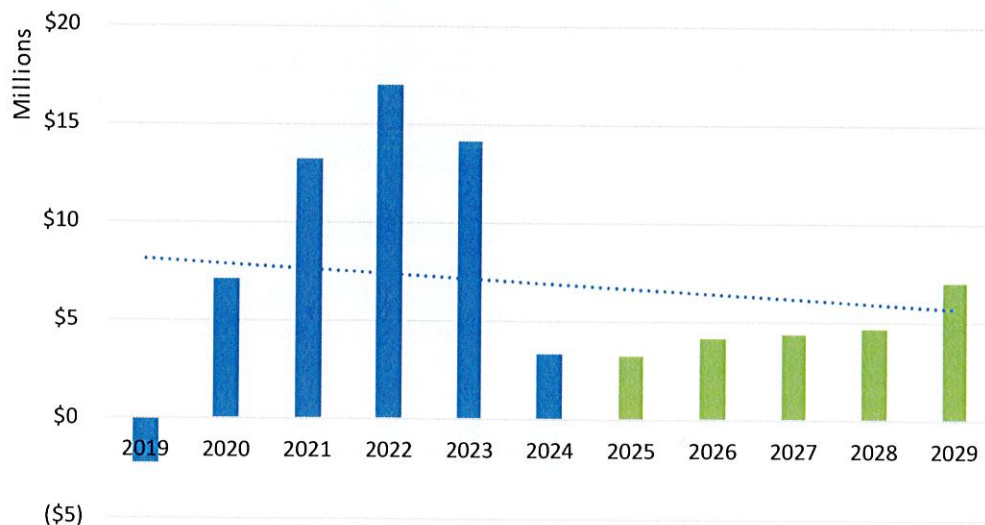
General Fund Division Summary

Assumptions:

- All divisions are Business as Usual unless otherwise noted
- Non-Dept – \$3M Legal Settlement in FY 24, then Business as Usual
- Finance – Reduction in audit and support in FY 25, then Business as Usual (BAU)
- Community Development – Affordable Housing Grant (\$500,000) in FY 25 phased out, then BAU, including continuation of other grants and assistance.
- Parks & Rec – no vehicle purchases in FY 25 and beyond. Also, restored Senior Services to non-grant level of \$23,175.
- PW – Trash – Conversion from start-up in FY 24 to full-time operation in FY 25, then BAU
- Limited Safe Neighborhood CIP Funding due to lack of available funds

Summary: No major new operational initiatives and limited major investment in Capital projects beyond FY 24 due to lack of available funds.

General Fund Balance





General Fund Expenditure - By Division

	FY 25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Total Funding (Ex Transfer In)	23,643,266	25,124,645	26,708,635	28,393,643	30,317,923	6.4%
Total Transfer In	4,627,682	4,736,378	4,913,445	5,095,783	5,283,564	3.4%
Total Funding	28,270,949	29,861,023	31,622,080	33,489,426	35,601,488	5.9%
Expense (By Division)						
Commission	110,487	113,240	116,065	118,962	121,936	2.5%
City Manager	1,094,787	1,119,075	1,143,961	1,169,461	1,195,624	2.2%
Non-Dept - Ex Transfer Out	2,568,756	2,645,819	2,725,194	2,806,950	2,891,158	3.0%
Clerk	464,678	476,042	487,722	499,730	512,099	2.5%
Attorney	598,945	616,913	635,421	654,483	674,118	3.0%
Finance	1,230,018	1,259,295	1,289,347	1,320,198	1,351,903	2.4%
Human Resources	502,162	515,196	528,598	542,382	556,571	2.6%
Planning & Commun Dev	1,016,990	1,043,961	1,071,697	1,100,222	1,129,577	2.7%
Building & Licenses	795,316	814,250	833,692	853,655	874,182	2.4%
Parks & Recreation	1,796,494	1,842,828	1,890,449	1,939,396	1,989,741	2.6%
Police	8,502,598	8,720,679	8,921,688	9,135,769	9,338,898	2.4%
Code Enforcement	635,405	649,401	663,774	685,724	700,905	2.5%
Bldg & Grounds Maint	1,707,444	1,752,845	1,799,572	1,851,589	1,869,735	2.3%
PW - Admin	524,057	536,104	548,465	562,834	575,669	2.4%
PW - Roads & Sidewalks	578,156	593,620	609,533	627,608	644,469	2.8%
PW - Trash	255,596	262,051	268,686	275,507	282,526	2.5%
PW - Vehicle Maintenance	793,622	816,359	839,766	863,861	888,673	2.9%
Total Expense - Ex Transfer Out	23,175,510	23,777,677	24,373,629	25,008,333	25,597,783	2.5%
Total Transfer Out	5,102,230	5,259,994	6,965,372	8,189,856	7,707,143	10.9%
Total Expenditure	28,277,740	29,037,671	31,339,000	33,198,189	33,304,926	4.2%
Over / (Under)	(6,792)	823,352	283,079	291,238	2,296,562	
Fund Balance						
Opening Balance	3,288,957	3,282,166	4,105,518	4,388,597	4,679,835	
(Use) / Addition To	(6,792)	823,352	283,079	291,238	2,296,562	
Closing Balance	3,282,166	4,105,518	4,388,597	4,679,835	6,976,396	



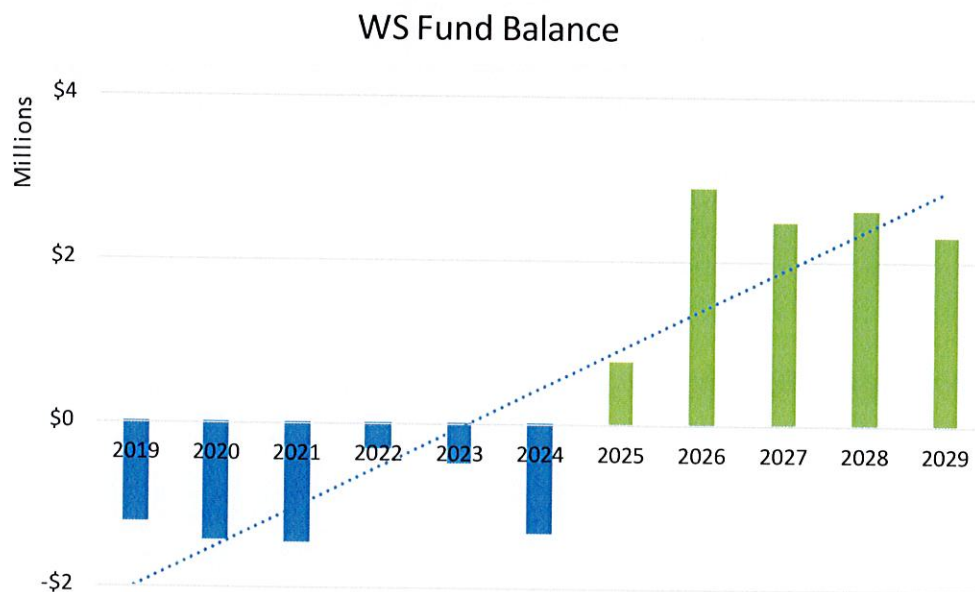
Water-Sewer Operating Fund

Assumptions:

- 2.5% Consumer Price Index (CPI) Rate Increases Annually
- Fire Hydrant Assessment Increased - \$93,000 → \$163,000
- No CIP funding until FY 27 due to lack of available funds
- CIP funding with 50% grant and 50% fund balance beginning in FY 27
- First Round of County Debt Paid Off – May, 2024
- Second Round of County Debt Paid Off – December, 2027
- Cost of Water From County + 5% Annual Growth Plus 1% Usage Increase
- Cost of Wastewater Processing + 6% Annual Growth Plus 1% Usage Increase
- Legal Settlement FY 24 \$1.0M finalized
- No funding of Risk Allocation as of FY 25 (\$500K per yr saving)

Summary:

- CIP funding resumed in FY 27 primarily due to increases in revenue from assumed rate increases
- Continued focus on reducing water loss, inflow and infiltration of sewer lines





Water-Sewer Operating Fund

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Revenue						
Water-Sewer Fees	11,757,292	12,171,737	12,600,790	13,044,968	13,504,803	3.5%
Impact Fees	515,000	530,450	546,364	562,754	579,637	3.0%
Fire Hydrant Assessment	162,184	163,806	165,444	167,098	168,769	1.0%
Other	17,611	18,139	18,683	19,244	19,821	3.0%
Total Revenue	12,452,087	12,884,132	13,331,281	13,794,065	14,273,031	3.5%
Trfr In - CIP Management	328,225	336,224	236,092	240,481	238,739	-7.6%
Total Funding	12,780,312	13,220,356	13,567,373	14,034,546	14,511,770	3.2%
Expenditure						
Compensation	1,164,398	1,192,065	1,220,505	1,249,744	1,279,865	2.4%
Operating Expense	7,013,340	7,360,632	7,725,741	8,109,006	8,512,016	5.0%
Other Uses	29,767	30,660	31,580	32,527	33,503	3.0%
Capital	382,130	393,594	405,402	417,564	430,091	3.0%
Debt Service	1,108,940	1,108,940	1,108,942	498,904	364,139	-24.3%
Contingency	257,500	265,225	273,182	281,377	289,819	3.0%
Total Expenditure - Ex. Trf-Out	9,956,075	10,351,116	10,765,351	10,589,122	10,909,432	2.3%
Transfer Out - IT	147,259	151,342	155,543	159,805	162,800	2.5%
Transfer Out - Risk	-	-	-	-	622,435	
Vehicle Service Charge	157,465	161,976	166,620	171,401	176,324	2.9%
Admin Expense To Gen Fund	426,251	436,764	447,562	458,652	470,055	2.5%
To Water-Sewer CIP Fund	-	-	2,450,000	2,500,000	2,500,000	N/A
Total Transfer Out	730,975	750,083	3,219,725	3,289,859	3,931,614	52.3%
Total Expenditure	10,687,050	11,101,199	13,985,076	13,878,981	14,841,045	8.6%
Over / (Under)	2,093,262	2,119,157	(417,703)	155,565	(329,275)	
Fund Balance						
Opening Balance	(1,329,208)	764,054	2,883,211	2,465,508	2,621,072	
(Use) / Addition To	2,093,262	2,119,157	(417,703)	155,565	(329,275)	
Closing Balance	764,054	2,883,211	2,465,508	2,621,072	2,291,797	
Division						
Water Distribution	2,526,842	2,657,775	2,796,065	2,941,942	3,096,075	5.2%
Wastewater Collection & Trans.	5,220,192	5,454,606	5,700,004	5,956,714	6,225,506	4.5%
Water-Sewer Finance	2,374,443	2,409,587	4,895,749	4,372,857	4,897,369	19.8%
Meter & Service Line Maintenance	237,347	243,006	248,817	254,586	260,526	2.4%
CIP Management	328,225	336,224	344,441	352,883	361,569	2.4%
Total Expenditure	10,687,050	11,101,199	13,985,076	13,878,981	14,841,045	8.6%



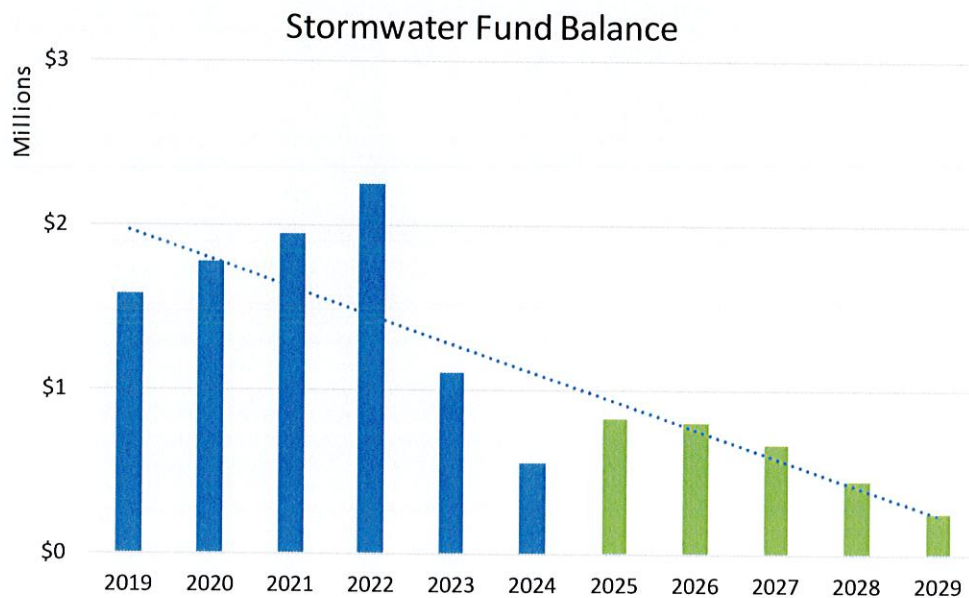
Stormwater Operating Fund

Assumptions:

- Revenue + 25% Rate Increase Effective October 1, 2025 (first increase since October 2015)
- Annual Consumer Price Index (CPI) rate increases thereafter
- Loan Program to provide matching for grants to leverage CIP investment
- Achieve and maintain State Municipal Separate Storm System (MS4) requirements

Summary:

- Surplus Fund Balance used for debt service to fund new CIP initiatives
- Storm drainage system will be operated in compliance with MS4 standards
- Fund Balance will be allowed to decline to maximize CIP investment





Stormwater Operating Fund

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Revenue						
Stormwater Fees	2,407,500	2,479,725	2,554,117	2,630,740	2,709,662	3.0%
Impact Fees	31,250	32,188	33,153	34,148	35,172	3.0%
Total Fees	2,438,750	2,511,913	2,587,270	2,664,888	2,744,835	3.0%
Loans	3,050,000	3,750,000	3,500,000	2,000,000	2,000,000	-14.5%
Total Revenue	5,488,750	6,261,913	6,087,270	4,664,888	4,744,835	-3.6%
Expenditure						
Compensation	243,703	249,613	255,692	261,948	268,399	2.4%
Operating Expense	941,235	969,472	998,556	1,028,512	1,059,368	3.0%
Capital	4,120	4,244	4,371	4,502	4,637	3.0%
Debt Service	280,479	610,479	918,479	1,094,479	1,094,479	40.5%
Contingency	200,000	200,000	200,000	200,000	200,000	0.0%
Total Expenditure - Ex Transfer Out	1,669,537	2,033,807	2,377,098	2,589,442	2,626,883	12.0%
Transfer Out - Gen Fund Admin	96,617	99,000	101,447	103,961	106,546	2.5%
Transfer Out - IT	25,365	26,069	26,792	27,526	28,042	2.5%
Transfer Out - Risk Management	60,243	62,051	63,912	65,830	67,804	3.0%
Vehicle Service Charge	6,299	6,479	6,665	6,856	7,053	2.9%
Transfer Out - Stormwater CIP Fund	3,050,000	3,750,000	3,500,000	2,000,000	2,000,000	-10.0%
Transfer Out - Water-Sewer Fund	312,097	309,130	154,784	89,921	98,264	-25.1%
Transfer Out	3,550,621	4,252,728	3,853,600	2,294,094	2,307,709	-10.2%
Total Expenditure	5,220,158	6,286,535	6,230,698	4,883,536	4,934,592	-1.4%
Over / (Under)	268,592	(24,623)	(143,428)	(218,648)	(189,757)	
Fund Balance						
Opening Balance	561,236	829,828	805,205	661,777	443,129	
(Use) / Addition To	268,592	(24,623)	(143,428)	(218,648)	(189,757)	
Closing Balance	829,828	805,205	661,777	443,129	253,372	-25.7%



CIP

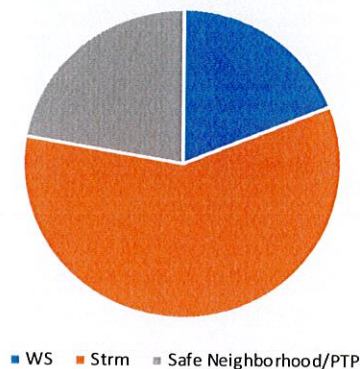
Assumptions:

- o Safe Neighborhood/PTP– Approximately 25.9% of CIP (\$17.4)
- o Water-Sewer CIP – Approximately 22.2% of CIP (\$14.9 M)
- o Stormwater CIP – Approximately 51.9% of CIP (\$34.9 M)

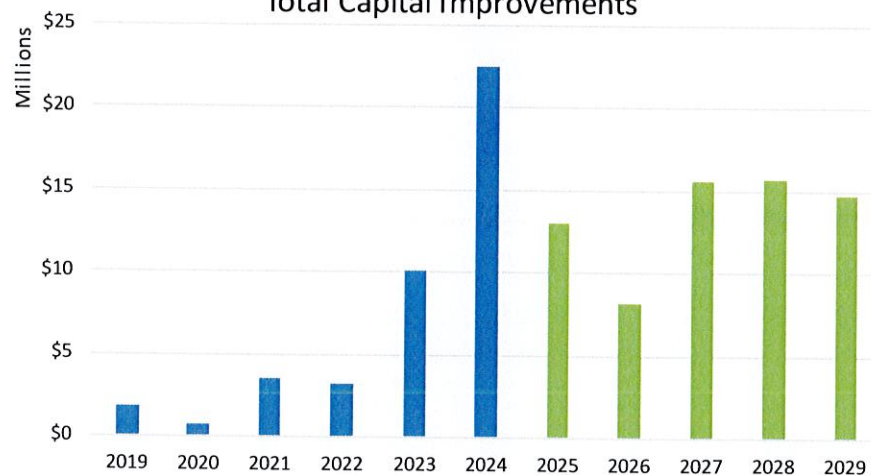
Summary:

- o Nominal Capital Projects until General Fund / Water-Sewer Fund Balance Resolved
- o Once Fund Balance is available assumptions is 50% Grants and 50% Fund Balance for CIP investment.
- o Stormwater Operating Fund for Stormwater CIP is with the Assumptions of 50% Grant and 50% New Loans
- o Stormwater Operating Fund capable to pay debt service on New Loan.

Percentage of CIP Spending



Total Capital Improvements





CIP By Fund

	FY25	FY 26	FY 27	FY 28	FY 29
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook
<u>Safe Neighborhood CIP</u>					
Resurfacing Improvements	310,000	319,300	328,879	338,745	348,908
Street Safety	-	-	-	1,000,000	-
Unidentified Projects	-	-	3,000,000	5,000,000	5,000,000
Total	310,000	319,300	3,328,879	6,338,745	5,348,908
% Total City	2.4%	3.9%	21.4%	40.4%	36.3%
<u>People's Transproation Plan (PTP)</u>					
Sidewalks	328,207	338,054	348,195	358,641	369,400
Total	328,207	338,054	348,195	358,641	369,400
% Total City	2.5%	4.1%	2.2%	2.3%	2.5%
<u>Water-Sewer CIP</u>					
Wastewater Main Lining	-	-	2,000,000	2,500,000	2,500,000
Water - Sewer Atlas	-	-	300,000	-	-
Unidentified Water Projects	-	-	2,600,000	2,500,000	2,500,000
Total	-	-	4,900,000	5,000,000	5,000,000
% Total City	0.0%	0.0%	31.5%	31.9%	34.0%
<u>Stormwater CIP</u>					
Burlington Canal - PH I	750,000	750,000	-	-	-
127 Street Canal	6,250,000	-	-	-	-
Unidentified Drainage Projects	5,350,000	6,750,000	7,000,000	4,000,000	4,000,000
Total	12,350,000	7,500,000	7,000,000	4,000,000	4,000,000
% Total City	95.1%	91.9%	44.9%	25.5%	27.2%
<u>Total City CIP</u>					
Total	12,988,207	8,157,354	15,577,074	15,697,386	14,718,308



Peoples' Transportation Plan

Assumptions:

- Micro-Mobility Initiated in FY 25
- Utilization of DOT Grant depending on amount spent on Micro-Mobility
- Split between Sidewalks & Micro-Mobility in Following Years

Summary:

- PTP dependent on CITT revenue and DOT grants
- Addition of Miro-Mobility will provide citizens with better service
- Major contribution toward completion of Cairo Lane project in FY 24



People's Transportation Plan

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Funding						
County CITT Revenue (New)	1,117,457	1,150,981	1,185,510	1,221,076	1,257,708	3.0%
County CITT Revenue (Credits)	-	-	-	-	-	0.0%
Grants	231,750	238,703	245,864	253,239	260,837	3.0%
Transfers-In - General Fund	-	-	-	-	-	0.0%
Total Funding	1,349,207	1,389,684	1,431,374	1,474,315	1,518,545	3.0%
Expenditures						
Community Bus	300,000	309,000	318,270	327,818	337,653	3.0%
Micro Mobility	721,000	742,630	764,909	787,856	811,492	2.2%
Community Bus / Mico Mobility	1,021,000	1,051,630	1,083,179	1,115,674	1,149,144	3.0%
Projects						
Sidewalks	328,207	338,054	348,195	358,641	369,400	2.2%
Total Projects	328,207	338,054	348,195	358,641	369,400	3.0%
						0.0%
Total Expenditures	1,349,207	1,389,684	1,431,374	1,474,315	1,518,545	3.0%
Over / (Under)	-	-	-	-	-	



Safe Neighborhood

Assumptions:

- o Fund Balance constraints limit Safe Neighborhood projects beyond FY 24
- o Once Fund Balance is available in FY 27 the assumption is 50% Grants and 50% Fund Balance for CIP investments

Summary:

- o Major focus in CIP projects in FY 24 after there is a reduction in Safe Neighborhood initiatives due to lack of available funds



Safe Neighborhood

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Funding						
Fuel Tax	310,000	319,300	328,879	338,745	348,908	3.0%
Interest	-	-	-	-	-	0.0%
Grants	-	-	1,500,000	3,500,000	2,500,000	
Loans	-	-	-	-	-	0.0%
Transfers-In - General Fund	-	-	1,500,000	2,500,000	2,500,000	
Transfers-In - ARPA	-	-	-	-	-	0.0%
Total Funding	310,000	319,300	3,328,879	6,338,745	5,348,908	103.8%
Projects						
Resurfacing Improvements	310,000	319,300	328,879	338,745	348,908	3.0%
Tree Planting Project	-	-	-	-	-	0.0%
Cairo Lane	-	-	-	-	-	0.0%
Demolition	-	-	-	-	-	0.0%
Historic City Hall	-	-	-	-	-	0.0%
NW 133 ST Improvements (Road)	-	-	-	-	-	0.0%
Sidewalks	-	-	-	-	-	0.0%
Pump St #4 Relocate - Road Portion	-	-	-	-	-	0.0%
Sesame Street Bridge	-	-	-	-	-	0.0%
Fire Station/HR Bldg	-	-	-	-	-	0.0%
NW 131 St Road Improve - Drainage	-	-	-	-	-	0.0%
PW HQ Hardening	-	-	-	-	-	0.0%
Gateways	-	-	-	-	-	0.0%
Roadway Assessment Program	-	-	-	-	-	0.0%
Helen Miller - Ingram Park Renovation	-	-	-	-	-	0.0%
Artscape	-	-	-	-	-	0.0%
Municipal Complex AC	-	-	-	-	-	0.0%
Trees (Medians & Swales)	-	-	-	-	-	0.0%
Code Enforcement Office	-	-	-	-	-	0.0%
Sherbondy Basketball Court	-	-	-	-	-	0.0%
Urban & Community Forestry	-	-	-	-	-	0.0%
Street Safety Analysis & Improvement	-	-	-	1,000,000	-	0.0%
ADA Upgrade	-	-	-	-	-	0.0%
Sherbondy Building Expansion	-	-	-	-	-	0.0%
Transfer Station	-	-	-	-	-	0.0%
Segal Park Playground	-	-	-	-	-	0.0%
Segal Park Trails & Grounds	-	-	-	-	-	0.0%
Citywide Beautification	-	-	-	-	-	0.0%
Unidentified Projects	-	-	3,000,000	5,000,000	5,000,000	
Total Projects	310,000	319,300	3,328,879	6,338,745	5,348,908	103.8%
Total Expenditure	310,000	319,300	3,328,879	6,338,745	5,348,908	103.8%
Over / (Under)	-	-	-	-	-	



Water-Sewer CIP

Assumptions:

o Fund Balance constraints limit WS CIP projects until FY 27 then assumption is 50% grants and 50% WS Operations Fund Balance.

Summary:

- o Fund Balance favorable in FY 27 to renew funding WS CIP projects
- o Major funding of Cairo Lane Project in FY 24



Water-Sewer CIP Fund

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Funding						
Grants	-	-	2,450,000	2,500,000	2,500,000	NA
Loans	-	-	-	-	-	0.0%
Unfunded	-	-	-	-	-	0.0%
Transfer - In - ARPA	-	-	-	-	-	0.0%
Transfer - In - Water-Sewer Ops	-	-	2,450,000	2,500,000	2,500,000	NA
Total Funding	-	-	4,900,000	5,000,000	5,000,000	NA
Projects						
Zone 3 Water - Superior St.	-	-	-	-	-	
Smart Covers	-	-	-	-	-	0.0%
SRF Projects - Wastewater (PS 7,8)	-	-	-	-	-	0.0%
Cairo Lane	-	-	-	-	-	0.0%
Pump Station #12 Rehabilitation	-	-	-	-	-	0.0%
Zone 1&2, PS Relining	-	-	-	-	-	0.0%
Pump Station #9 Rehabilitation	-	-	-	-	-	0.0%
Pump Station #4 Relocation	-	-	-	-	-	0.0%
North District Water Distribution	-	-	-	-	-	0.0%
Manhole Rehabilitation	-	-	-	-	-	0.0%
NW 133rd Street - Sewer Reloc	-	-	-	-	-	0.0%
Pump Station #16 Rehabilitation	-	-	-	-	-	0.0%
NW 131st St Drainage	-	-	-	-	-	0.0%
Pump Station Flow Meters	-	-	-	-	-	0.0%
Wastewater Main Lining	-	-	2,000,000	2,500,000	2,500,000	NA
Water - Sewer Atlas	-	-	300,000	-	-	0.0%
Smart Covers, Flowmeters	-	-	-	-	-	0.0%
Unidentified Water Projects	-	-	2,600,000	2,500,000	2,500,000	NA
	-	-	-	-	-	0.0%
Total Projects	-	-	4,900,000	5,000,000	5,000,000	NA
Total	-	-	4,900,000	5,000,000	5,000,000	NA
Over / (Under)	-	-	-	-	-	



Stormwater CIP

Assumptions:

- o Fund Balance able to fund CIP projects with the assumption of 50% grants and 50% New Loans for portion.
- o Stormwater Operating Fund can pay debt service on New Loan

Summary:

- o More than \$30 million in CIP projects in the 5-year period will make substantial improvements in City's drainage system
- o Major contribution toward completion of Cairo Lane project in FY 24



Stormwater CIP Fund

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Funding						
Grants	9,300,000	3,750,000	3,500,000	2,000,000	2,000,000	-31.9%
Loans	-	-	-	-	-	0.0%
Unfunded	-	-	-	-	-	0.0%
Transfer - In - ARPA	-	-	-	-	-	0.0%
Transfer - In - Stormwater Ops	3,050,000	3,750,000	3,500,000	2,000,000	2,000,000	-10.0%
Total Funding	12,350,000	7,500,000	7,000,000	4,000,000	4,000,000	-24.6%
Projects						
131st Street Project	-	-	-	-	-	0.0%
Cairo Lane	-	-	-	-	-	0.0%
Burlington Canal - PH I	750,000	750,000	-	-	-	-100.0%
NW 38th CT (132 - 135 St)	-	-	-	-	-	0.0%
Commerce North	-	-	-	-	-	0.0%
127 Street Canal	6,250,000	-	-	-	-	-100.0%
Resiliency Study	-	-	-	-	-	0.0%
Unidentified Drainage Projects	5,350,000	6,750,000	7,000,000	4,000,000	4,000,000	-12.3%
						0.0%
Total Projects	12,350,000	7,500,000	7,000,000	4,000,000	4,000,000	-24.6%
Over / (Under)	-	-	-	-	-	



ARPA Fund

Assumptions:

- o All ARAP funds allocated by Dec. 2024

Summary:

- o Primary focus of ARPA funding is water-sewer projects to allow new sewer connections while avoiding moratorium and promoting business and residential growth



ARPA Fund

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
<u>Funding</u>						
Interest	-	-	-	-	-	0.0%
Total Funding	-	-	-	-	-	0.0%
<u>Expenditure</u>						
Consulting Services	92,413	-	-	-	-	-100.0%
Commerical Grants	-	-	-	-	-	0.0%
Homeownership / Rental Assistance	-	-	-	-	-	0.0%
Total Except Transfer-Out	92,413	-	-	-	-	-100.0%
<u>Transfer Out - Water-Sewer CIP</u>						
Northern Water District Service Lines - PH	-	-	-	-	-	0.0%
Sewer Flow Meters	-	-	-	-	-	0.0%
Pump Station #16	-	-	-	-	-	0.0%
Pump Station #12	-	-	-	-	-	0.0%
Pump Station #9	-	-	-	-	-	0.0%
Pump Station #4 Relocation	-	-	-	-	-	0.0%
Smart Covers	-	-	-	-	-	0.0%
NW 133rd Street	-	-	-	-	-	0.0%
NW 131st Street	-	-	-	-	-	0.0%
Total - To Water-Sewer CIP	-	-	-	-	-	0.0%
<u>Transfer Out - Stormwater CIP</u>						
Burlington Canal - PH II	-	-	-	-	-	0.0%
Commerce North	-	-	-	-	-	0.0%
Cairo Lane	-	-	-	-	-	0.0%
Total - To Stormwater CIP	-	-	-	-	-	0.0%
<u>Transfer Out - Safe Neighborhood</u>						
Fire Station	-	-	-	-	-	0.0%
Helen Miller / Ingram Park Renov	-	-	-	-	-	0.0%
Artscape / Trees (Medians & Swales)	-	-	-	-	-	0.0%
Total - To Safe Neigh CIP	-	-	-	-	-	0.0%
<u>Transfer Out - General Fund</u>						
Commercial Grants	-	-	-	-	-	0.0%
Total - To General Fund	-	-	-	-	-	0.0%
Total Expenditure	92,413	-	-	-	-	-100.0%
Over / (Under)	(92,413)	-	-	-	-	
<u>Fund Balance</u>						
Open	92,413	-	-	-	-	
Over / (Under)	(92,413)	-	-	-	-	
Close	-	-	-	-	-	0.0%



Debt Service

Assumptions:

- o FY 11 Bond Paid off in FY 26
- o FY 15 Bond has a \$3.2 Million Balloon Payment In FY 25 – Assumed Refinanced for another three years to fully pay off FY 15 debt
- o New \$1.4 million Loan in FY 24 included in assumption
- o Debt Service pledge revenue + 3% annual increase

Summary:

- o New Loan funding and short-term refinancing to eliminate balloon payment through FY 29 represents same level of expenditure as previous debt payment for combined FY 11 & FY 15 debt

- Debt payments totals with refinancing starting in FY 26:

FY 24	\$1,351,122
FY 25	\$1,316,854
FY 26	\$1,380,107* refinance
FY 27	\$1,380,107* refinance
FY 28	\$1,380,107* refinance
FY 29	\$1,380,107* refinance



Debt Service

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
<u>Funding</u>						
<u>Revenue</u>						
<u>FY 11 Bond-Related Revenue</u>						
State Revenue Sharing	875,243	901,500	928,545	956,401	985,093	3.0%
Local Gov 1/2 Sales Tax	1,909,620	1,966,909	2,025,916	2,086,693	2,149,294	3.0%
Total FY 11 Bond-Related Revenue	2,784,863	2,868,408	2,954,461	3,043,094	3,134,387	3.0%
<u>FY 15 Note-Related Revenue</u>						
Utility Tax - FPL	1,750,485	1,803,000	1,857,090	1,912,802	1,970,186	3.0%
Telecom Tax	610,018	628,318	647,168	666,583	686,580	3.0%
Total FY 15 Note-Related Revenue	2,360,503	2,431,318	2,504,257	2,579,385	2,656,766	3.0%
Interest Earnings	200	200	200	200	200	0.0%
Total Revenue	5,145,565	5,299,926	5,458,918	5,622,679	5,791,354	3.0%
<u>Transfer In</u>						
From General Fund	112,340	112,340	112,340	112,340	112,340	0.0%
Total Transfer In	112,340	112,340	112,340	112,340	112,340	0.0%
Total Funding	5,257,905	5,412,266	5,571,258	5,735,019	5,903,694	2.9%
<u>Expenditure - Debt Service</u>						
FY 11 Bond	681,301	622,559	-	-	-	-100.0%
FY 15 Note	523,213	645,208	1,267,767	1,267,767	1,267,767	24.8%
Miami-Dade Debt	-	-	-	-	-	0.0%
New Loan	112,340	112,340	112,340	112,340	112,340	0.0%
Total Debt Service	1,316,854	1,380,107	1,380,107	1,380,107	1,380,107	1.2%
<u>Transfer Out</u>						
Transfer Out - General Fund	3,941,051	4,032,159	4,191,151	4,354,912	4,523,587	3.5%
Total Transfers -Out	3,941,051	4,032,159	4,191,151	4,354,912	4,523,587	3.5%
Total Expenditures	5,257,905	5,412,266	5,571,258	5,735,019	5,903,694	2.9%
Over / (Under)	-	-	-	-	-	



Town Center

Assumptions:

- Current rent has 3% annual increase
- Expenses at 3% increase annually
- No additional tenants
- Risk Management fee transferred to General Fund

Summary:

- Continued operational enhancements but, no major initiatives of Town Center beyond FY 24



Town Center

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
<u>Revenue</u>						
Rent	305,649	314,818	324,263	333,990	344,010	3.0%
Transfers-In	220,368	226,979	233,788	240,802	248,026	3.0%
Total Revenue	526,016	541,797	558,051	574,792	592,036	3.0%
<u>Expenditure</u>						
Operating Expense	418,896	431,463	444,407	457,739	471,471	3.0%
Capital	107,120	110,334	113,644	117,053	120,565	3.0%
Total Expenditure	526,016	541,797	558,051	574,792	592,036	3.0%
Over / (Under)	-	-	-	-	-	



Information Technology

Assumptions:

- o Software reduction in FY 25 after implementation of ERP (Enterprise Resource Planning) software
- o 3% increase in expenses for operations over 5 years

Summary:

- o Continued operational enhancements but, no major new initiative after ERP installed



Information Technology

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
<u>Funding</u>						
Transfers-In	1,236,552	1,270,842	1,306,117	1,341,907	1,367,052	2.5%
Total Funding	1,236,552	1,270,842	1,306,117	1,341,907	1,367,052	2.5%
<u>Expenditures</u>						
Compensation	342,743	350,375	358,199	366,220	374,455	2.2%
Telephone & Internet	223,716	230,427	237,340	244,461	251,794	3.0%
Software	376,301	387,590	399,218	411,195	423,530	3.0%
Operating Expense - Other	65,975	67,797	69,668	71,089	60,862	-2.0%
Capital	227,817	234,652	241,692	248,942	256,411	3.0%
Total Expenditures	1,236,552	1,270,842	1,306,117	1,341,907	1,367,052	2.5%
Over / (Under)	-	-	-	-	-	



Risk Management

Assumptions:

- o Annual increases at 3% annually

Summary:

- o Limited new initiatives to reduce risk



Risk Management

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Funding						
Transfers-In	3,749,709	3,862,200	3,978,067	4,097,409	4,220,330	3.0%
Total Funding	3,749,709	3,862,200	3,978,067	4,097,409	4,220,330	3.0%
Insurance						
General Liability	1,768,516	1,821,571	1,876,219	1,932,505	1,990,480	3.0%
Cyber Security	2,636	2,715	2,797	2,881	2,967	3.0%
Auto Liability	82,719	85,201	87,757	90,390	93,101	3.0%
Auto Physical Damage	54,642	56,281	57,970	59,709	61,500	3.0%
Property	812,094	836,457	861,551	887,397	914,019	3.0%
Workers Comp	891,751	918,503	946,058	974,440	1,003,673	3.0%
Workers Comp Audit Adj	-	-	-	-	-	0.0%
Total Insurance	3,612,358	3,720,729	3,832,351	3,947,321	4,065,741	3.0%
Operating Expense - Other	114,691	118,131	121,675	125,325	129,085	3.0%
Other Uses	22,660	23,340	24,040	24,761	25,504	3.0%
Total Expenditures	3,749,709	3,862,200	3,978,066	4,097,408	4,220,330	3.0%
Over / (Under)	-	-	-	-	-	



Special Law Enforcement Fund

Assumptions:

- o Continued revenues from forfeitures; estimated at \$250K per year
- o Continued expenses for ShotSpotter and vehicle leases allocated

Summary:

- o Use of Fund Balance in all 5-years
- o Beyond FY 28, expenditures will have to be reduced if funding does not increase



Special Law Enforcement Fund

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
Funding						
Revenue	250,000	250,000	250,000	250,000	250,000	0.0%
Transfers-In	-	-	-	-	-	0.0%
Total Revenue	250,000	250,000	250,000	250,000	250,000	0.0%
Operating Expense						
Professional Services	-	-	-	-	-	0.0%
Shotspotter	110,000	110,000	110,000	110,000	110,000	0.0%
Special Supplies	-	-	-	-	-	0.0%
Vehicle Cage Upgrade	-	-	-	-	-	0.0%
Vehicle Leases	198,242	200,621	203,072	221,264	223,864	3.1%
Total Operating Expense	308,242	310,621	313,072	331,264	333,864	2.0%
Capital						
Defibrillators (10)	-	-	-	-	-	0.0%
Total Capital	-	-	-	-	-	0.0%
Total Expenditure	308,242	310,621	313,072	331,264	333,864	2.0%
Over / (Under)	(58,242)	(60,621)	(63,072)	(81,264)	(83,864)	9.5%
Fund Balance						
Opening Balance	268,805	210,563	149,942	86,870	5,606	
(Use) / Addition To	(58,242)	(60,621)	(63,072)	(81,264)	(83,864)	
Closing Balance	210,563	149,942	86,870	5,606	(78,258)	



Law Enforcement Training Trust Fund

Assumptions:

- Minimal Revenue from court fees

Summary:

- Fund Balance favorable
- Business as usual



Law Enforcement Training Trust Fund

	FY25	FY 26	FY 27	FY 28	FY 29	
Account Title	Outlook	Outlook	Outlook	Outlook	Outlook	Compound Growth %
<u>Funding</u>						
Revenue	2,575	2,652	2,732	2,814	2,898	3.0%
Transfers-In	-	-	-	-	-	0.0%
Total Revenue	2,575	2,652	2,732	2,814	2,898	3.0%
<u>Expenditure</u>						
Training	10,000	10,300	10,609	10,927	11,255	3.0%
Training Supplies	5,000	5,150	5,305	5,464	5,628	3.0%
Total Expenditure	15,000	15,450	15,914	16,391	16,883	3.0%
Over / (Under)	(12,425)	(12,798)	(13,182)	(13,577)	(13,984)	3.0%
<u>Fund Balance</u>						
Opening Balance	73,242	60,817	48,019	34,837	21,260	
(Use) / Addition To	(12,425)	(12,798)	(13,182)	(13,577)	(13,984)	3.0%
Closing Balance	60,817	48,019	34,837	21,260	7,276	

RESOLUTION NO. 25-XXXX

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF OPA-LOCKA, FLORIDA,
AUTHORIZING THE INTERIM CITY MANAGER
TO REJECT ALL PROPOSALS FOR RFP 24-0517200
FOR BOND REFINANCING AND RE-ISSUE A
REQUEST FOR PROPOSAL FOR DEBT
REFINANCING; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the City of Opa-Locka ("City") previously issued Requests for Proposals RFP 24-0517200 for Bond Refinancing; and

WHEREAS, one (1) proposal was received on May 17, 2024 in response to RFP No. 24-0517200; and

WHEREAS, the City's 2015 Bond has a ten-year term which expires this year, with a requirement to repay the remaining balance of \$3.2 million. To address this need for refinancing, the City issued RFP 24-0517200 seeking Six Million Dollars (\$6,000,000.00) of new debt to cover the Three Million, Two Hundred Thousand Dollars (\$3,200,000.00) final payment on the 2015 Bond, as well as providing funding for: 1) financing of the HVAC chiller system replacement at the Municipal Complex, and 2) completion of improvements at Ingram Park; and

WHEREAS, the only response received by the City included a proposal that was conditional on the bidder also being awarded the complete suite of City banking services; and

WHEREAS, with the 2015 Bond approaching its maturity date with a Three Million, Two Hundred Thousand Dollars (\$3,200,000.00) final payment, the Interim City Manager recommends that the Commission reject the bid received in response to FRP 24-0517200 and authorize the issuance of a new RFP for Debt Re-Financing, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission has determined that authorizing the City Manager to reject all proposals for RFP 24-0517200 Bond Refinancing Services and re-issue an RFP for Debt Re-Financing is in the best interest of the City and its residents and further authorizes the spending of up to Nine Hundred Dollars (\$900.00) for

advertising purposes, if deemed appropriate; and

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

Section 1. Adoption of Representations. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Approval of Rejection of RFP Bids. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to reject all proposals for RFP 24-0517200 Bond Refinancing Services and re-issue an RFP for Debt Re-Financing and further authorizes the spending of up to Nine Hundred Dollars (\$900.00) for advertising purposes, if deemed appropriate.

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

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-Locka.

PASSED and ADOPTED this ____ day of _____, 2025.

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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



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

Finance Director	Niema Gantt		Finance Director:				
Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	Mar 12, 2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No X	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Attachments		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	Interim City Manager		Department: Interim City Manager's Office	Interim City Manager			

Short Title:

Rejection Of Bids In Response To RFP 24-0517200 To Refinance City's 2015 Bond And To Issue A New RFP For Debt Financing

Staff Summary:

Issue/Recommendation: The City issued RFP 24-0517200 soliciting bids to refinance City's 2015 Bond and other uses. Staff recommends the Commission reject all bids.

History: The City's 2015 Bond has a ten-year term which expires this year, with a requirement to repay the remaining balance of \$3.2 million. To address this need for refinancing, the City issued RFP 24-0517200 seeking \$6.0 million of new debt to cover the \$3.2 million final payment on the 2015 Bond as well as providing funding for the 1) financing of the HVAC chiller system replacement at the Municipal Complex, and 2) completion of improvements at Ingram Park. There was only one response, with a proposal that was conditional on also being awarded the complete suite of City banking services.

Current Activity: With the 2015 Bond approaching its maturity date with a \$3.2 million final payment, staff recommends that the Commission reject the bid received in response to FRP 24-0517200 and authorize the issuance of a new RFP for debt financing.

Financial Impact: There is no financial impact associated with rejecting this bid and issuing a new RFP for debt financing.

Proposed Action:

Staff recommends the City Commission reject the bid received in response to RFP 24-0517200 for debt financing and authorize the issuance of a new RFP for debt financing.

Attachment:

1. Proposed RFP For Debt Financing

City of Opa-Locka RFP No. 24-0517200 Bond Refinancing May 16, 2024



Popular Bank

7920 Miami Lakes Dr. West
Miami Lakes, FL 33016
www.popularbank.com

Primary Contact Person

Luis E. Rodriguez

Vice President, Commercial Relationship Officer
7920 Miami Lakes Dr. West
Miami Lakes, FL 33016
Cell: 305.409.7599
Office: 305.938.0143
Ledrodriguez@popular.com





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Popular Bank

7920 Miami Lakes Dr. West
Miami Lakes, FL 33016
Telephone: 305.409.7599
www.popularbank.com

II. Letter of Transmittal

May 16, 2024

City of Opa-Locka
c/o Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

Re: Request for Proposal No.: 24-0517200 – Bond Refinancing

Dear Sir/Madam:

Popular Bank (“Popular” or “We”) is pleased to express interest in response to the City of Opa-Locka’s (the “City” or “You”) Request for Proposal for Bond Refinancing (“Banking RFP” or “RFP”).

After reviewing your RFP, Popular is confident it can provide a simple, seamless, and strategic solution that can help meet the City of Opa-Locka’s Bond Refinancing requirements. Included in this document is information about Popular Bank’s tailored Business Banking solution. The enclosed Proposal is made without collusion with any other person or entity submitting a proposal pursuant to the above referenced RFP.

We believe that our experience working with public entities, our broad range of financial solutions and our commitment to delivering unparalleled service to meet the needs of our clients and communities position us as the banking partner of choice for the City of Opa-Locka. We are a team of seasoned banking professionals with proven track records of meeting and exceeding the demands of public entity clients. We are committed to delivering quality financial solutions and the level of services our customers deserve.

Thank you for allowing us to present Popular Bank’s Business Banking products and services. We are pleased to have the opportunity to earn the trust to service the banking and lending needs for the City of Opa-Locka. Should you have any questions or concerns, please do not hesitate to contact the undersigned at 305.409.7599 or by email at ledrodriguez@popular.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Luis E. Rodriguez', with a large, stylized loop at the end.

Luis E. Rodriguez
Vice President, Commercial Relationship Officer
7920 Miami Lakes Dr. West
Miami Lakes, FL 33016



III. General Information

1. Name of Business: Popular Bank

2. Mailing Address: 7920 Miami Lakes Dr. West
Miami Lakes, FL 33016
305.409.7599

3. Names and Contact Information:

Luis E. Rodriguez

Vice President, Commercial Relationship Officer

Ledrodriguez@popular.com

305.409.7599

Luis A. Castro

Vice President, North Miami Branch Manager

Lcastro@popular.com

305.458.8168

Miguel Rosales

Vice President, SFL Treasury Management Director

Mrosales@popular.com

786.953.1139

Luis Hernandez

Vice President, Branch Area Manager

Lahernandez@popular.com

786.953.1128

Christian Bertot

Senior Vice President, Retail and Business Banking Manager

Cbertot@popular.com

786.953.1245

4. Business Hours:

Branch Network

Monday – Friday

9:00 am – 4:00 pm

Friday

9:00 am – 5:00 pm

Customer Care Center

Monday – Friday

7:30 am – 12:00 am EST

Saturday and Sunday

9:00 am – 6:00 pm EST



III. General Information (Continued)

- 5. Popular Bank Overview:** Popular Bank is the mainland subsidiary of Popular, Inc. (BPOP), a publicly traded financial services provider in the United States, Puerto Rico, and the Virgin Islands. Founded in 1893, Popular, Inc. is one of the 50 largest U.S. banks by assets. Popular Bank has been serving the U.S. mainland consumers, businesses, and communities for more than six decades. Today, we operate 40 branches, strategically located throughout South Florida, New York, and New Jersey. Our institutional strength and a solid financial standing are reflected in our investment-grade rating from Fitch and our five-star rating from Florida's Bauer Financial.

As a minority-led, regional bank with a deep community connection, Popular Bank is known for its commitment to financial inclusion, providing access to quality banking services and financial literacy education in the markets where we operate. Our support for local businesses and non-profit organizations helps to further invigorate the economic well-being of the communities that we serve.

- 6. Incorporation Information:** Founded in 1893, Popular Inc., has been in business for over 130 years.

Name of Corporation	State of Incorporation	Date of Incorporation
Popular Bank	New York	September 10, 1998
Popular Bank	New Jersey	January 2, 1999
Popular Bank	Florida	November 3, 2000

7. Location Addresses:

The City of Opa-Locka's banking and lending relationship will be primarily serviced from the following locations:

Popular Bank – South Florida Headquarters
7920 Miami Lakes Dr. West
Miami Lakes, FL 33016
Number of Employees: 142

Popular Bank – North Miami Branch
13715 Biscayne Blvd
North Miami Beach, FL 33181
Number of Employees: 6

- 8. Parent Company:** Popular Bank is the mainland subsidiary of Popular, Inc. (BPOP), a publicly traded financial services provider in the United States, Puerto Rico, and the Virgin Islands.
- 9. Business Licenses:** In the United States, Popular Bank is licensed to conduct business in the States of New York, New Jersey, and Florida. Please see Certificate of Qualified Public Depository from the Florida Department of Financial Services on page 5.
- 10. Insurance Information:** The bank maintains all necessary liability insurance coverages as required by law. Documentation confirming the bank's insurance coverage can be provided upon request.



III. General Information (Continued)

Certificate of Qualified Public Depository



DEPARTMENT OF FINANCIAL SERVICES
Division of Treasury – Bureau of Collateral Management

**CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT**

This is to certify that

**POPULAR BANK
85 BROAD STREET
NEW YORK, NEW YORK 10004**

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(23), Florida Statutes.

Given under my hand this 18TH day of APRIL, 2018.

A handwritten signature in black ink, appearing to be 'J. M. ...', written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

DFS-J1-1002
Rev. 3/92



IV. Project Approach

Upon request and acceptance of its proposal, Popular Bank will accommodate the desired comprehensive Bond Refinancing Structure for a principal amount not exceeding \$6,000,000 for bank qualified, fixed rate, tax exempt funding. Popular Bank would like to partner with the City of Opa Locka and assist in financing the HVAC system replacement at the municipal complex, refinance the Capital Improvement & Refunding Revenue Bond, Series 2015B and renovate a City Park.

PROPOSED LOAN STRUCTURE:

Proposed new loan from Popular Bank (the “Bank” or “Lender”) to City of Opa Locka, a City / Municipality (the “Borrower”) for the refinance of the Taxable Capital Improvement Revenue Note, Series 2015B (“the Bond”).

We are pleased to inform you that **Popular Bank (“Bank” or “Lender”)** has approved your request to provide financing for the refinancing of the Taxable Capital Improvement Revenue Note, Series 2015B (**the “Bond”**), the loan is subject to the following terms and conditions:

1. **Borrower:** City of Opa Locka, a City / Municipality (hereinafter referred to as the **“Borrower”**) may not assign this commitment and any such assignment shall be void.
2. **Amount:** \$6,000,000 (*Six Million and 00/100*)
3. **Purpose:** Funds for the proposed transaction will be utilized to refinance the Taxable Capital Improvement Revenue Note, Series 2015B, currently with City National Bank with a balance of approximately \$4MM. Remaining equity recapture in the amount of \$2MM will be used to 1) finance the HVAC system replacement at the Municipal Complex, 2) to complete improvements of Ingram Park. To secure this Note, the City has irrevocably pledged funds under the 2015 Ordinance. The pledged funds consist of (i) the Communication Services Tax Revenue, (ii) the Public Service Tax Revenue, and (iii) all investment income in the funds and accounts established under the 2015 Ordinance. The City has full power and authority to pledge the Pledge Funds to the payment of the principal of, interest and redemption premium, if any, on this Note.
4. **Terms:** The facility shall require Semiannual payments of interest and Annual payment of principal based on a 20-year amortization schedule. The loan maturity date will be twenty (20) years from the date of closing. All outstanding principal and interest shall be due and payable at maturity.
5. **Prepayment:** In the event that the loan is paid off before its scheduled maturity, the following pre-payment penalties will apply based on the outstanding principal balance at the time the loan is paid off:

The unpaid principal balance of this loan facility shall be pre-payable in whole or in part, together with accrued interest thereon to the date of such prepayment on any installment payment hereunder, provided that no “default” (as the term is hereinafter defined) then exists or has

IV. Project Approach (Continued)

previously occurred that has not been cured and that Borrower gives Lender not less than thirty (30) days prior written notice of its intention to do so and on the further condition that Borrower shall also pay at the time of such prepayment and in addition thereto, a premium equal to (3%) of the amount of principal in year one, a premium equal to (2%) of the amount of principal in year two, a premium equal to (1%) of the amount of principal in year three, "Loan Years" (as that term is hereinafter defined); provided further, however, that if prior to the Maturity Date a "Default" occurs and Lender elects to declare all principal and interest hereunder immediately due and payable, a prepayment premium calculated as aforesaid shall be included in the indebtedness then due and payable hereunder, and any tender of payment shall include such premium. The term "Loan Years", as used herein, means a twelve (12) calendar month period commencing on the date on which the first installment payment hereunder is due and payable and each subsequent "Loan Year" commencing on each anniversary thereof. No partial prepayment shall extend or postpone the due date of any subsequent monthly installment of principal and/or interest arising hereunder.

Borrower shall have the privilege to make a principal reduction up to 20% of the outstanding balance, annually, without incurring a prepayment premium as long as such prepayment is made at least ninety (90) days in advance of a full repayment of the Note.

6. **Loan Fee:** A loan commitment fee in the amount of \$7,500 (*1/8 a percentage point*), which will be considered earned and non-refundable, shall be paid by the Borrower to the Lender upon closing of the loan.
7. **Interest:** The rate will be fixed at **5.50%** for ten (10) years. On the tenth-year anniversary of the loan closing date; said adjustment shall be computed on the basis of 1.00% above the Index Rate which is defined as the per annum rate of interest equal to the rate specified as the then prevailing 10-year US Treasury index and fixed thereafter. Interests shall accrue on the basis of a 30/360.
8. **Guarantors:** None
9. **Loan Covenants & Other Conditions:**
 1. Satisfactory receipt and review of explanation from the City Manager providing detail of any pending litigation with an expected unfavorable outcome (losses/penalties) and not covered by liability insurance or provisions created for this purpose.
 2. Satisfactory receipt and review of legal documents evidencing approval/authorization by the financial oversight board for refinancing of 2015 Series B Note, along with equity recapture for the capital improvements.
 3. Satisfactory receipt and review of current governmental loan statement with City National Bank #13045.
 4. Commitment letter properly executed by Bank and Borrower (Required prior to closing).
 5. Evidence that loan payments have been made as agreed. Waiver requested by the RM.

IV. Project Approach (Continued)

Documentation Conditions to Closing:

1. Irrevocable pledge of revenues consisting of (i) the Communication Services Tax Revenue, (ii) the Public Service Tax Revenue, and (iii) all investment income in the funds and accounts established under the 2015 Ordinance.
2. Any other additional information deemed necessary to POPULAR and standard for transactions of this nature.
3. Loan document(s) to include Covenant Language to match the “Covenants Requirement” section of this CAM.
4. Lit and lien search reporting no issues for all obligors. If there are any findings, Credit will need to clear them.
5. POPULAR will serve as the primary depository of the City’s funds and to provide all treasury services to the City throughout the term of the loan, and failure to do so shall be deemed an Event of Default.
6. City operating accounts must be maintained with Popular Bank for as long as there is a balance on the Note. Funds and Accounts; Deposit of Pledged Funds: During the term of the loan, the Tax Revenues Fund established under the 2015 Ordinance shall be evidenced by bank accounts established and maintained with the lender. Notwithstanding anything to the contrary in the 2015 Ordinance, the City covenants that during the term it will cause the Finance Director to deposit Communication Services Tax Revenue and Public Service Tax Revenue, as the same are collected, to the Tax Revenues Fund.
7. During the term of the loan, the Tax Revenues Fund established under the 2015 Ordinance shall be evidenced by bank accounts established and maintained with POPULAR.
8. Acceptance of banking services RFP # 24-0516200 as presented.
9. Receipt of legal documents evidencing approval/authorization by the City of Opa-Locka for issuance of the Notes and the execution of all documentation including, but not limited to the new resolution per the 2015 ordinance, approval of the Mayor, and celebration of public hearing, as applicable.
10. Documentation in form and substance satisfactory to the Bank and its legal counsel, including standard opinions, covenants, and representations and warranties.
11. Receipt of opinion letter acceptable to the Bank from Borrower’s legal counsel acceptable to the Bank as to the matters set forth below under taxation and any other matters deemed appropriate by the Bank’s counsel.

IV. Project Approach (Continued)

Documentation Conditions to Closing (Continued):

12. During the Term, the City will not issue any Additional Obligations Refunding Obligations under the Master Ordinance (or resolution) without the prior written consent of the Lender, in its sole discretion, other than Refunding Obligation the proceeds of which will be applied (together with other legally available funds of the City, if (applicable) to refund and defense, in whole, the 2015 Notes by prepaying outstanding principal thereof, together with interest accrued thereon to the prepayments date, and the prepayment fee, if applicable.
 13. The City will not amend or supplement the 2015 Ordinance without the prior written consent of the Lender, which will not be unreasonably withheld.
 14. Such other conditions deemed by the Bank or its legal counsel.
 15. Verification of interest rate structure to be documented as approved. The loan has been underwritten based on an interest rate of **5.50%**. The loan pricing model for subject loan is **locked until 8-04-2024**. If the loan is scheduled to close subsequent to the aforementioned locked date, a new pricing model would need to be provided by the RM. If the interest rate at closing is higher than **5.50%**, the loan underwriting must be re-calculated, and condition must be cleared by Credit.
-

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V. Experience and Qualifications

Over a Century of Trust: Founded in 1893, Popular, Inc. is a publicly traded, full-service financial services provider in the United States, Puerto Rico, and the Virgin Islands. Popular, Inc. is one of the 50 largest U.S. banks by assets, with an IDR rating of BBB- by Fitch. Popular Bank is the U.S. banking subsidiary of Popular, Inc.

At Popular Bank, we help customers focus on what matters most. Understanding and anticipating their financial needs, leveraging institutional depth, and providing a broad range of banking services and products designed to propel customers and their business forward.

Popular, Inc. Q4 2023 Highlights:

- Popular, Inc. reported net income of \$103 Million for Q1 2024, highlighting a higher net interest income for the enterprise.
- Popular Bank relocated its Eastern Parkway branch in Brooklyn, New York, offering customers a more modern efficient brick and mortar banking experience.
- Popular Bank launched an integrated marketing campaign in South Florida, focused on increasing brand awareness

Popular, Inc. Regulatory Capital and Loan Loss Reserves:

Capital Ratios	Q1 2024	Q4 2023	Q1 2023	Minimum
Common Equity Tier 1	16.36%	16.30%	16.37%	6.5% ³
Tier 1 Capital	16.42%	16.36%	16.79%	8%
Total Capital	18.19%	18.13%	18.61%	10%
(In Millions)				
Common Equity Tier 1	\$6,082	\$6,053	\$5,752	
Tier 1 Capital	6,104	6,075	5,774	
Total Capital	6,764	6,434	6,398	
Allowance for Loan Losses	\$740	\$729	\$689	

³Under the Basel III capital rules.

Additional Highlights:

- Popular Bank expanded its Middle Market Team in the South Florida Region and announced a new Head of Middle Market Lending in its New York Metro Region.



V. Experience and Qualifications (Continued)

Bauer Financial Inc. Bank Summary Report

Popular Bank - New York, NY (FDIC Cert.#34967) (800) 377-0800 www.popularbank.com Popular Bank was established in 1961 and has 40 branch(es).					
CRA Rating:	Satisfactory				
Data as of:	12/31/2023	09/30/2023	06/30/2023	03/31/2023	12/31/2022
Bauer's Star Rating:	5-Stars	5-Stars	5-Stars	5-Stars	5-Stars
Recommended for 38 consecutive quarters.					
Number of Employees	808	796	768	745	726
Total Assets:	\$13,811.520	\$12,806.067	\$12,546.774	\$12,145.033	\$11,556.290
Average Tangible Assets:	\$12,698.549	\$12,210.127	\$11,850.631	\$11,102.494	\$10,670.797
Tier 1 Capital:	\$1,426.037	\$1,418.918	\$1,384.006	\$1,414.744	\$1,395.273
Leverage Capital Ratio:	11.23%	11.62%	11.68%	12.74%	13.08%
CET 1 Ratio:	13.75%	14.22%	14.41%	15.13%	14.87%
Total Risk-based Capital Ratio:	14.39%	14.84%	15.24%	15.97%	15.59%
Current Quarter's Profit (Loss):	\$5.063	\$11.011	\$15.285	\$24.988	\$89.878
Year-to-date Profit (Loss):	\$56.347	\$51.284	\$40.273	\$24.988	\$170.305
Profit (Loss) Previous Calendar Year:	\$170.305				
Profit (Loss) 2 Calendar Years Ago:	\$134.059				
Return on Assets (annualized): (Tax equivalent for Sub S corporations.)	0.45%	0.55%	0.67%	0.85%	1.56%
Return on Equity (annualized): (Tax equivalent for Sub S corporations.)	2.89%	3.51%	4.13%	5.10%	9.07%
Delinquent Loans:	\$28.998	\$27.759	\$33.233	\$33.216	\$37.585
Other Real Estate Owned:	\$0.240	\$0.208	\$0.292	\$0.376	\$0.353
Nonperforming Assets % of Tangible Assets:	0.23%	0.23%	0.28%	0.30%	0.36%
Nonperforming Assets % of Tier 1 Capital:	2.05%	1.97%	2.42%	2.37%	2.72%
Bank and Credit Union data compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. BauerFinancial relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial, Inc. is not a financial advisor; it is an independent bank research firm. BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.					
Copyright BauerFinancial, Inc. Coral Gables, FL 33114. 800.388.6686.Reproduction, in whole or in part, without permission is prohibited.					
BauerFinancial.com					

V. Experience and Qualifications (Continued)

Popular Bank has a team of seasoned banking professionals, with proven track records of meeting and exceeding the demands of public entity clients. We are committed to delivering quality financial solutions and the level of services our customers deserve.

Key Team Members who will Assist in Managing the City of Opa-Locka's banking Relationship:



Luis E Rodriguez
Vice President
Commercial Relationship Officer

Years of Experience: 17 Years

Luis E. Rodriguez is an experienced financial services professional with over 17 years of experience in Retail Banking, Management, Commercial Banking/Lending and Not for Profit Banking with a very successful track record in leadership currently serving as Vice President of Commercial Banking / Business Banking in the SFL Region. Luis is incredibly passionate about helping his clients achieve their financial success and is focused on providing them with the highest level of care. He has a 6-year tenure with Popular Bank. His prior roles before this included SFL Portfolio Manager, Branch Assistant Manager and Commercial Relationship Manager at Regions Bank.

He holds a bachelor's degree of Business Administration with a concentration in Finance from Florida International University and a Master of Business Administration (MBA) from FIU as well. Prior to attending FIU, he graduated from Miami Dade College with an Associates in Science & Business Administration. He is involved in several organizations in the South Florida community including Junior Achievement of Miami, Coral Gables Chamber of Commerce, Greater Miami, and Hispanic Chambers just to name a few.



Luis A Castro
Vice President
North Miami Branch Manager

Years of Experience: 36 Years

Luis A. Castro is a financial services professional with over 36 years of varied experience and comprehensive knowledge in several areas of the banking industry, including international banking, managing key banking locations and departments, managing a team of successful professionals by ensuring strong leadership capacity and business development strategies and operations.

A graduate of Barry University, Luis holds a Bachelor's Degree in Business Administration and Financial Planning.

V. Experience and Qualifications (Continued)

Key Team Members who will Assist in Managing the City of Opa-Locka's banking Relationship:



Miguel Rosales
Vice President,
SFL Treasury Management Director

Years of Experience: 40 Years

Miguel is a seasoned banking professional with over 40 years of experience in Bank Operations, Merchant Services, Retail, Association Banking, Commercial, Business Development, Team Leadership, and his area of expertise Treasury Management.

Miguel has a 19-year tenure with Popular Bank as Director of Treasury Management for the South Florida Region. He keeps the client's best interest at heart, to provide treasury management solutions to all segments of business and commercial clients. Miguel is a result-oriented team player who is self-motivated, committed, and a conscientious professional.

Miguel successfully completed FIU's Certified Treasury Professional Program May 2018.



Luis Hernandez
Vice President
Branch Area Manager

Years of Experience: 26 Years

Luis A. Hernandez has more than 26 years of experience in the banking and financial services sector. He has worked for Popular Bank for the past 19 years in different roles including Business Banker, Branch Manager, Hub Manager and his current position as the Area Manager for the North Dade and Broward branches.

A graduate of Florida International University, he holds a Bachelor's degree in Business Administration with a Major in Management and a Minor in International Business. Prior to attending FIU, he graduated from Miami Dade College with an Associate degree in Business Administration.

He has been a member of and held board positions in various nonprofit organizations. These include various Kiwanis Clubs in South Florida, Board Member of Boys and Girls Club of Hollywood as well as North Point YMCA, Vice President of the Board for Neat Stuff for Kids, Board Member Primetime Business Network as well as others. Currently sits in the Advisory Board for Mother of Our Redeemer Catholic School. Luis is also a Miami Lakes resident for over 28 years and a proud alumnus of Miami Lakes Middle School.

V. Experience and Qualifications (Continued)

Key Team Members who will Assist in Managing the City of Opa-Locka's banking Relationship:



Christian Bertot
Senior Vice President, Retail and
Business Banking Manager

Years of Experience: 20 Years

Christian Bertot is an experienced banking executive with a 20-year track record in sales management, high-performing team development and exceptional service delivery for the customer. He has a combined 15-year tenure with Popular Bank currently serving as Senior Vice President, SFL Region Business Banking & Retail Banking Director.

He holds a bachelor's degree in finance from Florida International University. He is involved in several organizations in the South Florida community including Junior Achievement of Miami and Jackson Health / Penalver Medical Clinic where he sits on the board as their Finance Director.



Israel Velasco
SFL Region Executive

Years of Experience: 37 Years

Israel Velasco is the Region Executive for Popular Bank in South Florida. Mr. Velasco has been in the banking industry for over 37 years, all in South Florida. He joined Popular Bank in June 2005. He is responsible for the management and financial performance of all lines of business including Retail Banking, Commercial Banking and Popular Association Banking within the Florida Markets. Prior to this, he was President & C.E.O. of Colonial Bank, where he was responsible for leading a \$3 billion region with 47 branches in Miami-Dade, Broward, and Palm Beach Counties.

He earned his Associate in Arts degree in Business Administration from Miami-Dade Community College back in 1985, a bachelor's degree in Business Administration from Florida International University in 1988 and a Master's degree in Business Administration from the University of Miami in 1998.

Long active in the local community, Mr. Velasco is currently serving and has served as follows: Past Chairman and Current Vice Chairman of the Board of Directors for Junior Achievement of Greater Miami, Current Member of the Board of Directors of Florida Bankers Association, Member of the Florida International University President's Council, Lifetime Honorary Member of the Board of Directors for the South Florida Chapter of the March of Dimes, Past Chairman of the Board of Directors for the Center for Financial Training in South Florida, Past Member of the Southeastern Board of Directors for Operation HOPE, Inc.



V. Experience and Qualifications (Continued)

Benefits of Banking with Popular Bank

- A dedicated, local decision-making team composed of a Relationship Manager, Treasury Management service team, and Branch service personnel to provide the city with fast and efficient daily support
- Direct access to your relationship management team via cell phones and dedicated email proxies to ensure responsiveness and accessibility
- Web-based access to all account activity details, balance summaries, comprehensive bank statements and robust reporting functionality
- Public Funds Checking Accounts receiving a competitive Earnings Credit Rate (ECR) of 2.00% on balances to offset fees and the ability to earn credits for excess earnings
- Popular will use the total average collected/available balances to apply the ECR and will not reserve 10% of the available balances, maximizing the City's earning potential
- Full range of payables and collection services
- Next-Day availability on all check deposits
- "Bank at Work" program for all city employees including perks such as free checking accounts, loan pricing discounts, complimentary checks, complimentary safety deposit boxes and first-time homebuyer seminars
- Formalized transition process created to efficiently establish new Treasury Management Services and assist the City with transitioning its banking relationship and services to Popular Bank from their current institution
- Tailored Financing lending solutions to meet client's expectations and contribute to the company/organization bottom line and strategic growth path.



VI. Pricing of Services

CLOSING COST / FEE ESTIMATE

Commitment Fee (0.125%)	\$	7,500.00
UCC Filing	\$	85.00
Attorney Fee**	\$	25,000.00
Other Miscellaneous	\$	2,500.00
Fees Owed / Borrower Owed:	\$	35,085.00

**** The Bank's Counsel will be Michael Wiener at Holland & Knight LLP. The City will be responsible for the payment of fees of counsel to the Bank. Bank's counsel will review documents prepared by the City's bond counsel.**



VII. References

Popular Bank will provide this information upon request and separately from the proposal to comply with internal confidentiality and privacy policies.

VIII. Additional Forms

Popular Bank's Entity Registration with Florida Department of State's Division of Corporations

 **DIVISION of CORPORATIONS**
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

[Events](#) [Name History](#)

Detail by Entity Name
Foreign Profit Corporation
POPULAR BANK

Filing Information

Document Number	F00000006256
FEI/EIN Number	52-2126008
Date Filed	11/03/2000
State	NY
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	04/09/2018
Event Effective Date	NONE

Principal Address
11 West 51 Street
NEW YORK, NY 10019

Changed: 01/12/2017

Mailing Address
85 Broad Street
10TH FLOOR
NEW YORK, NY 10004

Changed: 01/12/2017

Registered Agent Name & Address
VELASCO, ISRAEL
7900 MIAMI LAKES, DRIVE W
MIAMI LAKES, FL 33016

Name Changed: 07/24/2009

Address Changed: 07/24/2009

VIII. Additional Forms (Continued)

Officer/Director Detail

Name & Address

Title COO

Chinea, Manuel
85 Broad Street
10TH FLOOR
NEW YORK, NY 10004

Title President & CEO

Alvarez, Ignacio
209 Munoz Rivera Avenue
Third Floor
San Juan 00918 PR

Title Chairman

Carrion, Richard L.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Vasquez, Carlos J.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Ballester, Alejandro M.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Bacardi, Joaquin E., III
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

VIII. Additional Forms (Continued)

Title Director

Carrady, Robert
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Diercksen, John W.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Ferrer, Maria Luisa
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Goodwin, C. Kim
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Soriano, Lidio
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Soto, Myrna M.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Unanue, Carlos A.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

VIII. Additional Forms (Continued)

Title SVP

Acosta, Diana
85 Broad Street
11TH FLOOR
NEW YORK, NY 10004

Title Director

DeVita, Betty
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Rodriguez, Jose R
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Sr. EVP

Ferrer, Javier D.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title EVP

Coleman Tio, Jose R.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Sanchez, Alejandro M.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR



VIII. Additional Forms (Continued)

Price Proposal Form – Banking Services

RFP NO: 24-0517200

**PRICE PROPOSAL FORM
LOAN FINANCING**

The Proposer should submit the rates, fees, charges and terms and conditions associated with a loan not to exceed \$6 million. Please provide a Loan Financing Fee Structure as an attachment.

SUBMITTED
THIS 16th DAY OF May, 2024

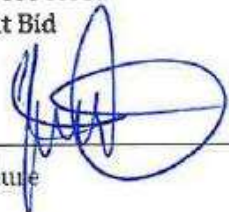
BID SUBMITTED BY:

Popular Bank
Company

(305) 938-0143
Telephone Number

Luis E. Rodriguez
Name of Person Authorized to
Submit Bid

(305) 688-7728
Fax Number


Signature

Ledrodriguez@popular.com
Email Address

Vice President, Commercial Relationship Officer
Title

VIII. Additional Forms (Continued)

Certification Regarding Debarment, Suspension Proposed Debarment and Other Matters of Responsibility

RFP 24-0517200

**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, Federal, or other agency.

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

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

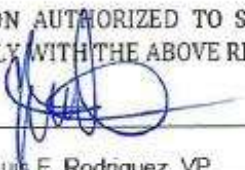
C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer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

VIII. Additional Forms (Continued)

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 1(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 Luis E. Rodriguez, VP



VIII. Additional Forms (Continued)

Drug-Free Workplace Certification Form

RFP 24-0517200

DRUG-FREE WORKPLACE CERTIFICATION FORM

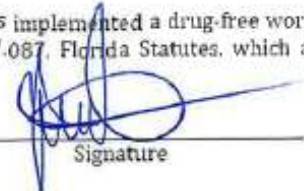
Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Opa-locka for the procurement of commodities or contractual services, a bid/proposal received from a Proposer that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a Proposer 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 Luis E. Rodriguez the Vice President/Commercial Relationship Officer
(Name) (Title / Position)
Of Popular Bank
(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.

05/16/2024
Date


Signature

VIII. Additional Forms (Continued)

Non-Collusion Affidavit

RFP 24-0517200
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - CITY OF MIAMI DADE

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

Signed, sealed and delivered in the presence of:


Witness
 
Witness

By: 
Signature
Luis E. Rodriguez
Print Name and Title

VIII. Additional Forms (Continued)

Non-Discrimination Affidavit

RFP 24-0517200

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: 

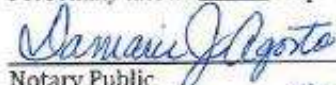
Title: Vice President, Commercial Relationship Officer

State of Florida City of MIAMI-LAKES

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 13 day of MAY, 2024.

By LUIS E. Rodriguez

Personally known ☒ OR produced identification _____



Notary Public

My Commission Expires February 12, 2026



Damaris J. Agosto
Comm.: HH 222618
Expires: Feb. 12, 2026
Notary Public - State of Florida

VIII. Additional Forms (Continued)

E-Verify

RFP 24-0517200

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 a 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.

VIII. Additional Forms (Continued)

RFP 24-0517200

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.

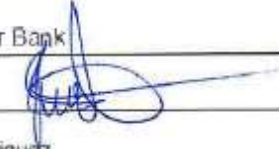
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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: Popular Bank

Authorized Signature: 

Print Name: Luis E. Rodriguez

Title: Vice President, Commercial Relationship Officer

Date: 05/16/2024



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR PROPOSALS
RFP NO. 24-0517200
Bond Refinancing**

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 May 17, 2024 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 4:35 p.m. on the 20th day of May 2024.

PROPOSAL(S) RECEIVED

NAME/ADDRESS

Pricing of Services

- 1. Popular Bank
7920 Miami Lakes Drive West
Miami Lakes, FL 33016
Contact: Luis E. Rodriguez, Vice President
Office: 305.938.0143
Cell: 305.409.7599
Email: ledrodriguez@popular.com**

See proposal

I further certify that proposal(s) were submitted and properly opened in the presence of the following:



Junior Bergel
Purchasing Officer
City of Opa-locka



Joanna Flores, CMC
City Clerk
City of Opa-locka

CITY OF OPA-LOCKA



RFP NO: 25-TBA

**REQUEST FOR PROPOSALS (RFP)
DEBT FINANCING**

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ADVERTISEMENT



RFP 25-TBD

The sealed proposal for a bank loan proposal for Debt Financing for the City of Opa-locka will be received at the City Clerk's Office on **TBD by 2:00 p.m.**

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals should be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.
2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Proposals (RFP) package that arrives after the specified closing time will be returned unopened.

Instructions for Postal Mail Submission:

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 25-TBD Debt financing.

Mailing Address:

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

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that Proposer(s) whose proposal best complies with the **RFP NO: 25-TBD** requirements.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from lending institutions to provide Debt Financing with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

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

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 25-TBA –Debt Financing. This package shall also include the Proposer’s return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 30 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk’s Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

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

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

1-5. Inquiries: The City Clerk and or the Procurement Officer will receive written requests for clarification concerning the meaning or interpretations of the RFP. The City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee other than the City’s Purchasing Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may post addenda on the City's website up to five (5) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

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

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

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and evaluated by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re- advertise for other proposals.

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

1-9. Selection Process: The proposals will be evaluated and assigned points. The Proposer 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.

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

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

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

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified to operate as a banking institution in the State of Florida at the time of RFP submittal. The proposal of any Proposer which does not meet this criteria shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka, Miami-Dade County 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 may be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

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

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

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

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be initiated 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.

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka’s Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBA	
Pre-Bid	NA	
Written Questions Due	TBA @ 5:00pm Email questions to ibergel@opalockafl.gov With Subject line “RFP No: Bid Questions”	
Response to Questions	TBA @ 5:00pm (ET)	
Due Date/Bid Opening	TBA @ 2:00 pm (ET)	
Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

PART II
NATURE OF SERVICES REQUIRED

2-1 PURPOSE FOR SERVICES

The City seeks proposals from various financial institutions to provide a bank loan for a principal amount to not exceed \$3,200,000 for bank-qualified, fixed-rate, tax-exempt funding. The proceeds will be used to refinance the Capital Improvement & Refunding Revenue Bond, Series 2015 B.

The City is seeking eight-year financing. The financing will be secured as described under “SECURITY” below. The City shall accept and review proposals from qualified financial institutions based upon the proposed financing structure below. The City shall have the right, but not the obligation, to select the financing that provides the lowest overall borrowing cost to the City and meets the financing requirements of the City, as determined by the City in its sole discretion.

DEBT FINANCING STRUCTURE

STRUCTURE

Amount:	Not-to-exceed \$3,200,000.
Settlement Date:	Expected on TBA
Rate:	The City requests a fixed rate for the entire term of the Debt. In addition, all interest rate adjustment provisions, including determination of taxability as a result of action or inaction of the City, must be specifically outlined in the proposal, if required by the Proposer. The City will not accept and shall deem unresponsive any proposal that requires other interest rate adjustments based on changes in law, rule or regulation or change in corporate tax rate.
Prepayment:	The City requests the ability to prepay the Debt in whole or in part without penalty. Please provide prepayment options as part of Proposal.
Final (Terms) Maturity	8 years
Interest Payment Dates:	Semi-annually on TBA and TBA.
Interest Compounding:	None
Interest Day Count Method:	30/360
Principal Payment Dates:	Annually on TBA.

SECURITY

The security for the Debt shall be a covenant to budget and appropriate from legally available Non-Ad Valorem Revenues of the City amounts sufficient to repay the principal and interest of the Debt. This commitment does not prevent the City from pledging these Non-Ad Valorem Revenues, or any portion of them, to secure other debt issued in the future. The Debt shall not be considered a general obligation of the City. Neither the full faith and credit nor taxing power of the City, State of Florida, or any political subdivision thereof will be pledged to the payment of debt service on the Debt.

TAX-EXEMPT OBLIGATION

The Note will be issued as a tax-exempt obligation.

ACCELERATION

The City will not accept proposals that require acceleration as a remedy for a default.

DOCUMENTATION:

The City has engaged a Bond Counsel to prepare the authorizing legislation and all documents and certificates to close the transaction. The selected financial institution will be furnished, without charge to the financial institution, the opinion of the City's Bond Counsel, approving the legality and tax-exempt status of the interest on the Note, together with the closing certificates and documents related to the transactions.

At the closing of the transaction, the financial institution will be required to make certain certifications, including, but not limited to, signing a closing certificate that:

- a. It is making the Debt for its account, does not intend to syndicate it, and will take no action to cause the Debt to be characterized by law as a security, and will not treat the Debt as municipal security for purposes of the securities law;
- b. It is not acting as a broker and is funding the Debt from its own capital for its own account, and not with a present view to a resale or other distribution to the public.
- c. The Debt will not be used in the future on a securitized transaction or being treated as a municipal security.
- d. It understands that the Debt is evidenced by a note, the note is issued in a single denomination equal to the aggregate principal amount of the Debt, may not be transferred except in whole, will not be transferred to any kind of trust under any circumstances.
- e. The Debt will only be sold to a Permitted Lender, with the City's consent. "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making Debts authorized to do business in the State of Florida.
- f. The Lender is a bank, trust company, savings institution, insurance company, dealer, investment, company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes.
- g. It is not funding the Debt for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.
- h. It has in its possession, or has had access to, all material information concerning the security and sources of payment of the Debt, and, as a result thereof, is thoroughly familiar with the nature and risks of an investment in the Debt. It has been afforded access to all material information and has had sufficient opportunity to discuss the business of the City and the projects financed with the proceeds of the Debt, with its officers, employees, and others, and has been permitted to make an investigation of the City and its operations. It does not require any further information or data concerning the City.
- i. In purchasing the Note, it has relied solely upon its own investigation, examination, and evaluation of the City and other relevant matters, and has not relied upon any statement or

materials which have not been supported by its own investigation and examination.

j. It has knowledge and experience in financial and business matters, particularly in tax-exempt, obligations, is capable of evaluating the merits and risks of its investment in the Note, and has determined that it can bear the economic risk of its investment in the Note.

k. It acknowledges the understanding that the Note is not being registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the City shall have no obligations to affect any such registration or qualification

l. There will be no CUSIPs obtained on the Debt; and

m. There will be no credit rating obtained on the Debt.

The financial institution shall also be required to execute such additional certifications or acknowledgments as are customary on similarly structured municipal finance transactions in Florida.

MISCELLANEOUS

(1) The City will not accept proposals with reserve requirements or other restrictions on revenues or requirements to maintain minimum balances in any bank account as a condition for the Debt.

(2) The City reserves the right, in its sole discretion, to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal or in the bidding, and to accept or reject any items or combination of items. Further, the City has the right to reject any proposal not meeting the requirements of this RFP. Moreover, if the City rejects all proposals, the City reserves the right to negotiate with any of the Proposers or any other entity to secure the intended financing. The City reserves the right at any time, including after the opening and review of the proposals, to ask Proposers questions and seek clarification and additional information regarding the proposals submitted. If a Financial Institutions financing proposal is selected, the award will be to the financial institution whose response best complies with the requirements set forth in this RFP and whose bid, in the opinion of the City and Financial Advisor, is in best interest of the City, taking into consideration all aspects of the Proposers' response. The City is not obligated to accept the lowest proposal. The award is subject to approval by the City Commission and contingent upon execution of a note, Debt agreement and other closing documents acceptable to the City. The City reserves the right, for any reason, to rescind any award prior to the execution of a note or Debt without liability to the City.

(3) Changes to this RFP may be made by and at the sole discretion of the City. Any Addenda to the RFP will be posted to the City's website and on Demand Star. It is the bidder's responsibility to check for any addenda. During the proposal evaluation process, the City reserves the right to request additional information or clarifications from the Proposers, or to allow, in the City's sole discretion, corrections of errors or omissions in a proposal.

(4) The City shall not be liable for any expenses incurred in connection with the preparation of a response or proposal to this RFP. By submitting a proposal in response to this Request for Proposals, Proposers waive and release any and all right to make claims for reimbursement of proposal preparation costs against the City and its officers, officials, employees, attorneys and

agents.

(5) The Proposer is required to conduct its own investigation and evaluation of the creditworthiness of the City. The Proposal has provided a link to the City's Website (www.opalockafl.gov) which has information regarding the City and its financial statements. Additional financial information will be provided upon request by the bidder and is NOT in any way intended to relieve the bidder of its responsibility to investigate all relevant or material facts in reaching a credit decision with respect to the Note. All requests for clarification or additional information should be directed via email to: City of Opa-locka Procurement Officer Email: jbergel@opalockafl.gov.

(6) Federal, State, City and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Financial Institutions will in no way be a cause for relief from responsibility.

(7) No successful offeror may assign any portion of the contractual agreement between the parties without prior written authorization by the City.

(8) Warranties – The offeror, in submission of its proposal, warrants the City that it will comply with all applicable Federal, State, and local laws, regulations and orders in providing the services under the proposed documents.

(9) Public Records Law. In accordance with Chapter 119, Florida Statutes, the Public Records Act, all Proposers should be aware that this Request for Proposals, and Proposals submitted in response thereto, are made in the public domain, and are subject to disclosure, except to the extent expressly exempted or made confidential under the Public Records Act. In accordance with Section 119.071(1)(b), Florida Statutes, Proposals submitted in response to this Request for Proposals are temporarily exempt from public disclosure until such time as the City provides notice of an intended decision, or until thirty (30) days after opening the Proposals, whichever occurs earlier. The Proposal submitted by you may contain information, which is designated "confidential" or "exempt" from disclosure under the Public Records Act and other applicable laws. If your Proposal contains such information, you are required to advise the City with specificity the applicable law making those provisions exempt or confidential from disclosure and the specific information considered exempt. A generic notation that information is "exempt" or "confidential" will not suffice. Failure to provide a detailed explanation and justification including statutory citations and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your Proposal or any portion thereof, being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. If the City determines that the cited provisions of law are inapplicable or otherwise do not justify exemption or confidentiality, the City shall have the right to release such information and records for public inspection and copy in accordance with the Public Records Act. By submitting a proposal, the Proposer holds the City and its officers, officers, employees, attorneys, and agents harmless concerning the disclosure of information contained within the Proposal.

(10) Discrimination; Florida Statutes, 287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a

contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

PART III PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

MINIMUM REQUIREMENTS

(1) The legal name of the firm and the primary contact person(s) (include address, telephone number, facsimile number, and e-mail address).

(2) Fixed Interest Rates for the full term of the Debt. The bidder shall give a stated time in which the proposed rate will be held, as well as the index in which the rate shall be calculated, should the started time elapsed. No interest rate hedge will be considered.

(3) Describe in detail all fees and expenses which the City will be responsible for paying, including its legal counsel.

(4) A listing of all conditions, covenants, terms, or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the Debt.

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

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

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

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

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

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

3.2.5 Tab 5 – Experience and Qualifications

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

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

3.2.6 Tab 7 – Pricing of Services

3.2.6.1 Pricing should be in clear and concise formatting.

3.2.6.2 Discuss the Bank's capitalization

3.2.7 Tab 8 – References

List of a minimum of at least three organizations, preferably governmental agencies, for which Debt Financing has been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.8 Tab 9 – Additional Forms

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

- Proposer Qualifications
- Price Proposal Form
- Certification Regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verify Form
- Anti-Kickback Affidavit
- Client Reference Form

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

4-1 SELECTION COMMITTEE

A Selection Committee will convene, review, and ultimately rank all proposals submitted.

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

4-2 EVALUATION CRITERIA

Proposals will be evaluated based on the cost and the structure that best meets the financing requirements of the City, as determined by the City in its sole discretion. Further, the City requests proposals that provide for the ability to prepay the Debt in whole or in part at any time without penalty.

Category	Weighted % Points
Qualifications of professional personnel assigned to project. 1. Qualifications and experience of assigned staff	10
Experience and success in providing Debt Financing to companies and governmental agencies. 1. Evaluation of Reference Information – Tab 8 – Section 3.2.9.1.	10
Price Proposal – Debt 1. Rates, Fees, Term and Other Charges	80
TOTAL	100

4-3 ORAL PRESENTATIONS

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

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

The Evaluation Criteria may be changed for the oral presentations in the evaluation phase.

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

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

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

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with 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. 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.

PRICE PROPOSAL FORM
DEBT FINANCING

The Proposer should submit the rates, fees, charges and terms and conditions associated with a Debt not to exceed \$3.2 million. Please provide a Debt Financing Fee Structure as an attachment.

SUBMITTED

THIS _____ DAY OF _____, 2024

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to
Submit Bid

Fax Number

Signature

Email Address

Title

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of 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 1(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 _____

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 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

RFP 25-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this _____ day of _____, 2024.

By _____
Personally known _____ OR produced identification _____

Notary Public
My Commission Expires _____

E-VERIFY

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

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employee of the City of Opa-Locka or its elected officials, as a commission, kickback, reward, or gift, whether directly or indirectly, by me or any member of my firm, or by any officer of the corporation.

By: _____

Title: _____

Sworn to and subscribed before me this

___ day of _____, **2025**

Notary Public,
State of Florida at Large
My Commission Expires: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

2) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

3) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

RESOLUTION NO. 25-XXXX

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF OPA-LOCKA, FLORIDA,
AUTHORIZING THE CITY MANAGER TO REJECT
ALL PROPOSALS FOR RFP 24-0516200 FOR
BANKING SERVICES; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the City of Opa-Locka ("City") previously issued Requests for Proposals (RFP) No. 24-0516200 for a full range of Banking Services; and

WHEREAS, three (3) proposals were received on May 16, 2024 in response to RFP No. 24-0516200; and

WHEREAS, concurrently the City issued RFP 24-0517200 to refinance the City's current 2015 Bond debt and increase the loan amount to Six Million Dollars (\$6,000,000.00) for: 1) financing of the HVAC chiller system replacement at the Municipal Complex, and 2) completion of improvements at Ingram Park; and

WHEREAS, RFP 24-0517200 had only a single response. That bidder was also a bidder for the banking services RFP (RFP No. 24-0516200). The bidder structured its bid for refinancing such that it would only offer the requested refinancing if it was also awarded the contract for banking services; and

WHEREAS, there is a provision in the 2015 Bond that if the City's banking services were moved to another financial institution, the remaining balance on 2015 Bond, approximately Three Million, Six Hundred Thousand Dollars (\$3,600,000.00) at the time, would be due for payment immediately; and

WHEREAS, the City Commission has determined that authorizing the City Manager to reject all proposals for RFP 24-0516200 for Banking Services is in the best interest of the City and its residents.

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

Section 1. Adoption of Representations. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Approval of Issuance of RFP for Bond Financing. The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to reject all proposals for RFP 24-0516200 Banking Services.

Section 3. Scrivener's Errors.

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

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-Locka.

PASSED and ADOPTED this ____ day of _____, 2025.

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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



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

Finance Director	Niema Gantt		Finance Director:				
Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	Mar 12, 2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No X	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Attachments		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	Interim City Manager		Department: Interim City Manager's Office	Interim City Manager			

Short Title:

Rejection Of Bids In Response To RFP 24-0516200 For Banking Services

Staff Summary:

Issue/Recommendation: The City issued RFP 24-0516200 soliciting bids for banking services and received three bids. Staff recommends the Commission reject all bids

History: The City issued RFP 24-0516200 seeking a full range of banking services, and three bids were received and evaluated. Concurrently the City issued RFP 24-0517200 to refinance the City's current 2015 Bond debt and increase the loan amount to \$6,000,000 for the 1) financing of the HVAC chiller system replacement at the Municipal Complex, and 2) completion of improvements at Ingram Park. The latter RFP had only a single response, and this bidder was also a bidder for banking services. This bidder structured its bid for refinancing such that it would only offer the requested refinancing if it was also awarded the contract for banking services. There is a provision in the 2015 Bond that if the City's banking services were moved to

another financial institution, the remaining balance on 2015 Bond, approximately \$3.6 million at the time, would have to be paid immediately.

Current Activity: Staff recommends the City Commission reject all bids received in response to RFP 24-0516200 for banking services.

Financial Impact: There is no financial impact associated with rejecting all bids received in response to the RFP for banking services.

Proposed Action:

Staff recommends the City Commission reject all bids received in response to RFP 24-0516200 for banking services.

Attachment:

CITY OF OPA-LOCKA



RFP NO: 24-0516200

REQUEST FOR PROPOSALS (RFP) BANKING SERVICES

CITY OF OPA-LOCKA

BANKING SERVICES

RFP NO. 24-0516200

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RFP NO: 24-0516200
BANKING SERVICES

Sealed Proposals for Banking Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, by 2:00 p.m., May 16, 2024 (ET). Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

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

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

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

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 24-0516200** 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, CMC

CITY OF OPA-LOCKA
RFP NO. 24-0516200
BANKING SERVICES

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified firms to provide Banking Services with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm (ET) on May 16, 2024. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 24-0516200 – Banking Services. This package shall also include the Proposer's return address.

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

The City cautions proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

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

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposal. Proposers

should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

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

1-6. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may post addenda on the City's website up to five (5) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

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

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

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and evaluated by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

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

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

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

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

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

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

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

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

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

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the “Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the “Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the “Convicted Vendor List”.

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka, Miami-Dade County 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 may be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

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

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

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

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be initiated 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.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	04/25/24	
Pre-Bid	NA	
Written Questions Due	05/07/24 @ 5:00p.m. Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	05/10/24 @ 5:00pm (ET)	
Due Date/Bid Opening	05/16/24 @ 2:00 pm (ET)	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054
Evaluation Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	

Post Award	TBA
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PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE FOR SERVICES

The City seeks proposals from various financial institutions to provide comprehensive banking services.

BANKING SERVICES

Scope of work under this Request for Proposals (RFP) includes, but is not limited to, the following:

1. Establish demand deposit accounts as may be necessary to meet the banking requirements of the City. In addition, provide zero balance accounts (ZBA). The concentration accounts will fund disbursements from these accounts automatically daily. All applicable accounts must earn interest.
 - a. There are currently seventeen (17) accounts.
 - i. Two (2) will require full reconciliation – positive pay controls together with other fraud controls such as ACH blocks.
 - ii. The remaining fifteen (15) accounts require all fraud controls and positive pay controls.
 - b. Daily Deposit scanning is essential to proper record of receipts. The bank must provide, at no cost to the City, an electronic check scanner with settings to accept and electronically post all checks, money orders and cashier checks. Copies of the original, validated deposit slips or their equivalent must be returned to the City. The City does not accept cash. The online portal must allow for account selection to post inbound deposits to various accounts. Shall an item be rejected via scanning; the bank shall provide means to collect the items refused by their equipment for proper deposit.
 - c. Accounts Payable issues approximately 11,000 checks annually.
2. Provide on-line banking that allows the City to access data by 9:00am EST, including but not limited to previous day balance, current day balance, positive pay exceptions and transaction information for each designated account. At a minimum, on-line banking ability shall include initiation of stop, cancel, and void checks, payment by ACH or wire and initiation of inter-account transfers.
3. Disburse funds via repetitive wire transfer upon on-line request of an authorized persons?
4. Provide on-line check imaging and image access inquiry for paid checks. These items should be sorted in a serial way.
5. Accept and send Automated Clearing House (ACH) transactions and provide on-line notification of ACH deposits on same day. This feature must require dual approval.
6. Process direct deposits of vendor payments and verification of deposit.

7. Expeditious notification of returned items to include check imaging so the City can promptly follow-up.
8. Offer Purchase Card program with parameters to restrict usage and maintain budgetary control.
9. Provide automated on-line balance reporting services for all the City accounts. Available information should include closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers) and ACH and NACHA credit and debit detail.
10. The bank should attempt to endorse all checks against our account, at least twice before checks are deemed a failed transaction.
11. Provide the ability to place on-line stop payments and on-line access to information on cleared and stopped payment checks. All stop payment orders will be made electronically. On rare occasions, it may be necessary to initiate a stop payment by telephone. When the City places stop payment orders, the bank will immediately inform the City electronically if the check has been cashed and provide an image of the cashed item to the City. If not cashed, the bank will provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than eighteen (18) months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the bank after the above procedure has been adhered to will be the responsibility of the bank.
12. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Proposer must submit proposals offering services based on an actual cost basis or using a compensation balance, or both.
13. The City desires full payment and deposit reconciliation for all accounts.
14. Provide monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff should be the last day of the month. Statements must be sent by no later than the 10th of the following month and be available electronically. Statement detail should provide check and deposit images.
15. Provide custodial/safekeeping services for securities held for the benefit of the City.
16. Provide direct deposit of payroll (currently approximately 170 employees) with file transmission by direct computer link. Describe your timelines associated with payroll direct deposits and the impact of holidays, etc. on the timelines.
17. Provide free checking account services to the City's employees with no minimum balance or direct deposit requirement and provide free payroll check cashing services for employee account and non-account holders alike.

18. Provide Monthly Service Charge Analysis: A separate analysis showing the activity in each of the City's accounts for the calendar month shall be delivered to the City within ten (10) calendar days after the close of each calendar month. At minimum, each analysis shall contain the name of the account, account number, period covered, average bank ledger balance, average uncollected funds and the average collected balance. The analysis shall itemize all services provided, the items and volume processed, unit charges, extended totals, and total of all charges. An example of this report should be included in the response.
19. Provide for Positive Pay services with option to upload txt file for authorization of disbursements on all accounts. Provide an ATM machine at City Hall for staff and public use. Provide all applicable supplies related to banking services specified herein, to include but not limited to deposit slips, disposable deposit bags, electronic deposit scanning machine and endorsement stamps.
20. It is not the intention of the City to overdraw any accounts. In the event of an overdraft, all checks presented for payment shall be paid. The Finance Director or designee shall confirm wires or ACH transfers that will remedy such overdraft. The bank shall complete the wire/ACH transfer after confirmation. No Service Fee shall be charged to the City for overdrafts. Overdrafts will be recovered in the following manner: The amount of the overdraft is to be deducted from the respective account balance before calculating the overnight interest earnings. Reductions to the investable cash balances must be shown on the monthly investment activity statement.
21. To facilitate maximization of investment earnings, the City would like to utilize an overnight "sweep" arrangement, wherein an overnight sweep investment is entered into each business day. At the end of each business day, all uninvested balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are swept into an overnight investment. The proposer has the option to offer other alternatives to overnight repurchase agreements. The proposer must provide full documentation of the alternative with the proposal.
22. Provide Vault Services.
23. Provide electronic deposit reporting of bank details.
24. Assist with transaction research.
25. Disaster recovery and control.
26. The City is desirous of using a combination of balances and fees for all service charges associated with the monthly activity for each account. The accounts will be "swept" into an overnight investment vehicle to a target balance of zero (less the amount required for the bank to maintain its reserve requirement). In addition, the account analysis statement should show average balances and average net collected balances, along with itemized monthly activity of

each account and services activity cost associated with each. Each proposer is required to provide an analysis comparing service fees paid by compensating balances versus direct fees for each of the proposing services. The City reserves the right on an annual basis to change between compensating balances and direct fees.

27. The City, subject to its future needs, reserves the right to request the selected Vendor to provide any additional banking services not covered by this RFP, at such cost, and under such terms as may be agreed upon, in writing by the Parties, and such additional services shall then be subject to all the terms and conditions of the Contract awarded under this RFP.

MISCELLANEOUS

1) The City will not accept proposals with reserve requirements or other restrictions on revenues or requirements to maintain minimum balances in any bank account as a condition for the Loan.

(2) The City reserves the right, in its sole discretion, to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal or in the bidding, and to accept or reject any items or combination of items. Further, the City has the right to reject any proposal not meeting the requirements of this RFP. Moreover, if the City rejects all proposals, the City reserves the right to negotiate with any of the proposers or any other entity to secure the intended financing. The City reserves the right at any time, including after the opening and review of the proposals, to ask Proposers questions and seek clarification and additional information regarding the proposals submitted. If a bank financing proposal is selected, the award will be to the financial institution whose response best complies with the requirements set forth in this RFP and whose bid, in the opinion of the City, is in best interest of the City, taking into consideration all aspects of the Proposers' response. The City is not obligated to accept the lowest proposal. The award is subject to approval by the City Commission and contingent upon execution of an agreement and other closing documents acceptable to the City. The City reserves the right, for any reason, to rescind any award prior to the execution of an agreement without liability to the City.

(3) Changes to this RFP may be made by and at the sole discretion of the City. Any Addenda to the RFP will be posted to the City's website and on DemandStar. It is the bidder's responsibility to check for any addenda. During the proposal evaluation process, the City reserves the right to request additional information or clarifications from the proposers, or to allow, in the City's sole discretion, corrections of errors or omissions in a proposal.

(4) The City shall not be liable for any expenses incurred in connection with the preparation of a response or proposal to this RFP. By submitting a proposal in response to this Request for Proposals, Proposers waive and release any and all right to make claims for reimbursement of proposal preparation costs against the City and its officers, officials, employees, attorneys and agents.

(5) The Proposer is required to conduct its own investigation and evaluation of the creditworthiness of the City. The Proposal has provided a link to the City's Website (www.opalockafl.gov) which has information regarding the City and its financial

statements. Additional financial information will be provided upon request by the bidder and is NOT in any way intended to relieve the bidder of its responsibility to investigate all relevant or material facts in reaching a credit decision. All requests for clarification or additional information should be directed via email to: City of Opa-locka Procurement Officer Email: jbergel@opalockafl.gov.

(6) Federal, State, City and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bank will in no way be a cause for relief from responsibility.

(7) No successful offeror may assign any portion of the contractual agreement between the parties without prior written authorization by the City.

(8) Warranties – The offeror, in submission of its proposal, warrants to the City that it will comply with all applicable federal, state, and local laws, regulations and orders in providing the services under the proposed documents.

(9) Public Records Law. In accordance with Chapter 119, Florida Statutes, the Public Records Act, all Proposers should be aware that this Request for Proposals, and Proposals submitted in response thereto, are made in the public domain, and are subject to disclosure, except to the extent expressly exempted or made confidential under the Public Records Act. In accordance with Section 119.071(1)(b), Florida Statutes, Proposals submitted in response to this Request for Proposals are temporarily exempt from public disclosure until such time as the City provides notice of an intended decision, or until thirty (30) days after opening the Proposals, whichever occurs earlier. The Proposal submitted by you may contain information, which is designated “confidential” or “exempt” from disclosure under the Public Records Act and other applicable laws. If your Proposal contains such information, you are required to advise the City with specificity the applicable law making those provisions exempt or confidential from disclosure and the specific information considered exempt. A generic notation that information is “exempt” or “confidential” will not suffice. Failure to provide a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your Proposal or any portion thereof, being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. If the City determines that the cited provisions of law are inapplicable or otherwise do not justify exemption or confidentiality, the City shall have the right to release such information and records for public inspection and copy in accordance with the Public Records Act. By submitting a proposal, the Proposer holds the City and its officers, officers, employees, attorneys, and agents harmless concerning the disclosure of information contained within the Proposal.

(10) Discrimination; Florida Statutes, 287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with

any public entity.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 SUBMISSION OF PROPOSALS

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

3.2.1 Cover Page - The legal name of the Bank and the primary Bank contact person(s) (include address, telephone number, facsimile number, and e-mail address), date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the services to be provided.

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

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

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

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies.

If it is, please state the name of the parent company.

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

3.2.5 Tab 4 – Project Approach

3.2.5.1 Provide the plan (timeline and events) for making the full range of banking services available to the City.

3.2.5.2 Identify other services not included in Exhibit “A” that the City should be made aware of.

3.2.6 Tab 5 – Experience and Qualifications

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

3.2.7 Tab 6 – Schedule

3.2.7.1 Indicate the earliest available start date.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis be identified in Price Proposal Form (Page 18).

3.2.9 Tab 8 – References

3.2.9.1. List of a minimum of at least three organizations, preferably governmental agencies, for which Banking Services has been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.10 Tab 9 – Additional Forms

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

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

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

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee will convene, review, and ultimately rank all proposals submitted.

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

4-2 EVALUATION CRITERIA

Proposals will be evaluated based on the cost and the structure that best meets the financing requirements of the City, as determined by the City in its sole discretion.

Further, the City requests proposals that provide for the ability to prepay the loan in whole or in part at any time without penalty.

Category	Points
1. Qualifications of professional personnel assigned to City accounts. Qualifications and experience of assigned staff	25
2. Experience in providing Banking Services	25
3. Evaluation of Reference Information – Tab 8 – Section 3.2.9.1.	15
4. Price Proposal – Banking Services Rates, Fees and Other Charges	30
TOTAL	100

4-3 ORAL PRESENTATIONS

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

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

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

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

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

BANKING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a City 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. A copy of City and/or Municipal Occupational License(s)

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

RFP NO: 24-0516200

PRICE PROPOSAL FORM
BANKING SERVICES

The Proposer should submit the rates, fees, charges and terms and conditions associated with each banking service. Please review attachment EXHIBIT A: Fee Proposal.

SUBMITTED

THIS _____ DAY OF _____, 2024

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to
Submit Bid

Fax Number

Signature

Email Address

Title

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, Federal, or other agency.

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

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

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

responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(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 _____

Page 260 of 840

RFP 24-0516200
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - CITY OF MIAMI DADE

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

RFP 24-0516200
NON-DISCRIMINATION AFFIDAVIT

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

By: _____

Title: _____

State of Florida City of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this __ day of _____, 2024.

By _____

Personally known _____ OR produced identification _____

Notary Public

My Commission Expires _____

E-VERIFY

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

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

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

RFP 24-0516200
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: _____



OUR NAME IS OUR MISSION.



BANKING SERVICES PROPOSAL

RFP NO 24-0516200

Contact Relationship Manager:

Jon Kolb, CTP

SVP Treasury Management

Jkolb@servisfirstbank.com 813-751-0835

1718 Main Street Ste 100 Sarasota, FL 34236

May 16, 2024

ATLANTA • BIRMINGHAM • CHARLESTON • DOTHAN • HUNTSVILLE
MOBILE • MONTGOMERY • NASHVILLE • PENSACOLA • SARASOTA •
TAMPA BAY

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Letter of Transmittal



May 16, 2024

Banking Services Proposal
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

Dear Valued Customer:

We appreciate the opportunity to respond to the Request for Proposal for the City of Opa Locka. Our Team of professional local bankers are committed to providing service driven support with easy accessibility in all aspects of the banking relationship.

Our goal is to be your direct resource for:

- Account Opening
- Online Banking Management
- Treasury Solutions and Training
- And more throughout the lifetime of this relationship

Enclosed please find the City of Opa Locka's Request for Proposals response from ServisFirst Bank in Sarasota, Florida. The city will benefit from our team of experienced bankers. We have designed a customer service model to [prioritize the banking needs of the city](#) by offering same day response to inquiries and requests. We rescue clients from BIG banks and offer far superior service than the large industry peers, they know it, we know it and we hope to show you the experience.

We have streamlined our approach to tasks and projects and will effectively service the city. ServisFirst Bank focuses on commercial banking and has been servicing commercial businesses and municipalities since 2005. With roles and points of contacts established within this proposal, our bankers will actively track the status of projects, monitor the City's requests prior, during, and after onboarding, and will audit the quality of work and deliverables.

Our goal is to complete an [easy, efficient, and seamless transition process](#). Service, support, and resources are provided throughout each phase and will remain a priority throughout the life of the relationship. We recommend a recurring weekly call or remote meeting to monitor progress, review and discuss questions and provide updates to all parties.

ServisFirst Bank will ensure a smooth bank conversion process for the City of Opa-Locka and will conduct its bank conversion process in three phases. The transition timeframe is typically thirty-to-sixty days and if lockbox is needed, 90-120 days for lockbox setup and configuration. Service, support, and resources will be provided to the city throughout each phase, during its bank conversion process. The City of Opa Locka will work closely with [Senior Vice President Jon Kolb](#), who will be leading and coordinating the bank's efforts to onboard the city.

ServisFirst Bank

Why ServisFirst Bank?

The city should consider selecting ServisFirst Bank due to our state-of-the-art technology and [personable customer service](#). “Servis” is in our name, and we pride ourselves on offering the best of both worlds in banking. Service is in our mission statement, and we have the staff combined with systems knowledge to go above and beyond. The city will be designated Jon Kolb Senior Vice President as a first point of contact, along with his Treasury Management Team.

Please note we are a true commercial bank with 99 percent focus on business like yours which makes us a unique partner. With our balance of asset size, structure, and technology, many banks struggle to compete with us on the totality of the relationship. [Big banks struggle to meet our service model](#). Further, small banks cannot compete with our technology and staff to support your daily needs.

ServisFirst Bank is offering the City of Opa Locka a **Earnings Credit Rate (ECR) of 5.4%** floating to fed funds on available balances to offset Treasury Fees. Further we will provide the same rate on the **Money Market Account (MMA) at 5.4%** floating to upper Fed Funds and sweeping nightly to optimize reserves interest earned. Based on your sample statements and the ECR we have offered, you will not have any analysis fees and an additional excess earnings potential of **\$1,782,000** with our MMA sweep and target balance account. These are funds that were sitting idle for normal operating cash flow.

ServisFirst Bank will [waive fees for the first 120 days](#) as you migrate banking accounts, should you need an extension please ask and we are happy to accommodate.

ServisFirst Bank fully understands the Scope of Services entailed in this Request for Proposal. ServisFirst Bank shall commit to providing banking services within the referenced period.

After thorough review of the Request for Proposals, ServisFirst is fully confident that the services we provide will not only meet, but far exceed the expectations outlined in this proposal.

Sincerely,



Jon Kolb, CTP
Treasury
Management

Mario Bringas
President

Greg Bryant
Regional CEO

ServisFirst Bank



General Information

ServisFirst Bank

www.servisfirstbank.com

ServisFirst Bancshares

www.servisfirstbancshares.com

<i>Name of Business</i>	<i>ServisFirst Bank</i>
<i>Mailing Address and Phone Number</i>	1718 Main St Suite 100, Sarasota, FL 34236 813-751-0835
<i>Names and contact information of persons to be contacted for information or services if different from name of person in charge.</i>	We recommend the City of Opa-Locka contact Jon Kolb for all information or services. Jon Kolb, CTP, SVP Treasury Management & Relationship Manager Office Address: 1718 Main Street, Suite 100, Sarasota, FL 34236 Office: 813-751-0835 Cell: 941-713-6163 jkolb@servisfirstbank.com
<i>Normal business hours.</i>	Commercial Branch Hours: 9:00 a.m. – 5:00 p.m. ET, Monday-Friday Treasury Management Support: 8:00 a.m. - 5:00 p.m. ET, Monday–Friday General Customer Service Support (Extended hours): 6:00 p.m. – 12:00 a.m. ET, Monday-Friday 10:00 a.m. – 6:00 p.m. ET, Weekends & Holiday
<i>State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).</i>	ServisFirst Bank is a national corporation, headquartered in Birmingham, Alabama.
<i>Give the date business was organized and/or incorporated, and where.</i>	ServisFirst Bank was formed in May 2005, and has offices in Atlanta, Birmingham, Charleston, Charlotte, Dothan, Huntsville, Mobile, Montgomery, Nashville, Northwest Florida, Virginia Beach, West Central Florida, and Western North Carolina. Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
<i>Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.</i>	<i>Not applicable.</i>

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

ServisFirst Bank is certified to conduct business in the State of Florida. Please see referenced licenses below.

DEPARTMENT OF FINANCIAL SERVICES

Division of Treasury

Quarterly List of Qualified Public Depositories

DEPARTMENT OF FINANCIAL SERVICES

DIVISION OF TREASURY

BUREAU OF COLLATERAL MANAGEMENT

PUBLIC DEPOSITS SECTION

FOR PUBLIC DEPOSITORS TO RECEIVE THE PROTECTION FROM LOSS PROVIDED IN CHAPTER 280, FLORIDA STATUTES, THEY SHALL COMPLY WITH THE FOLLOWING ON EACH PUBLIC DEPOSIT ACCOUNT IN ADDITION TO ANY OTHER REQUIREMENTS SPECIFIED IN CHAPTER 280: (1) EXECUTE THE PUBLIC DEPOSIT IDENTIFICATION AND ACKNOWLEDGMENT FORM DFS-J1-1295 WITH THE QUALIFIED PUBLIC DEPOSITORY (QPD), MAINTAIN IT AS A VALUABLE RECORD, AND CONFIRM THE ACCOUNT ANNUALLY; (2) EXECUTE A REPLACEMENT FORM DFS-J1-1295 WHEN THERE IS A MERGER, ACQUISITION, NAME CHANGE, OR OTHER EVENT WHICH CHANGES THE ACCOUNT NAME, ACCOUNT NUMBER, OR NAME OF THE QPD.

THE FOLLOWING QPDS ARE AUTHORIZED TO HOLD PUBLIC DEPOSITS. THE CITIES AND STATES LISTED ARE THE HOME OFFICE LOCATIONS. QPDS MARKED WITH AN ASTERISK HAVE LIMITED THE AMOUNT OF PUBLIC DEPOSITS THEY WILL ADMINISTER. QPDS HAVING A DATE BESIDE THEIR NAME ARE IN THE PROCESS OF WITHDRAWING FROM THE PROGRAM AND SHALL NOT RECEIVE OR RETAIN PUBLIC DEPOSITS AFTER THE DATE SHOWN. THEY MAY, HOWEVER, HAVE CERTAIN OBLIGATIONS TO THE PROGRAM AFTER THAT DATE WITH WHICH THEY MUST COMPLY BEFORE CONCLUDING THE WITHDRAWAL PROCESS.

ALABAMA

BIRMINGHAM

SERVISFIRST BANK



DEPARTMENT OF FINANCIAL SERVICES
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

SERVISFIRST BANK
850 SHADES CREEK PARKWAY, SUITE 200
BIRMINGHAM, ALABAMA 35209

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(23), Florida Statutes.

Given under my hand this 24TH day of MAY, 2011.



CHIEF FINANCIAL OFFICER, STATE OF FLORIDA



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
SERVISFIRST BANK INC.

Filing Information

Document Number F11000000857
FEI/EIN Number 20-2451671
Date Filed 02/28/2011
State AL
Status ACTIVE

Principal Address

2500 Woodcrest Place
BIRMINGHAM, AL 35209

Changed: 03/22/2018

Mailing Address

2500 Woodcrest Place
Attn: Davis Mange
BIRMINGHAM, AL 35209

Changed: 03/22/2018

Registered Agent Name & Address

MCKINNEY, REX
219 East Garden Street
Suite 100
PENSACOLA, FL 32502

Address Changed: 02/06/2019

Officer/Director Detail

Name & Address

Title Chairman and CEO

BROUGHTON, TOM
2500 Woodcrest Place
BIRMINGHAM, AL 35209

Title CFO

PRESSLEY, KIRK
2500 Woodcrest Place
BIRMINGHAM, AL 35209

Title Director

CASHIO, RICHARD
1976 GADSDEN HWY STE 101
TRUSSVILLE, AL 35235

Title Director

FILLER, JAMES
2964 SHOOK HILL PKWY
BIRMINGHAM, AL 35223

Title Director

Smith, Hatton C.V.
2500 Woodcrest Place
Birmingham, AL 35209

Title Director

Tuder, Irma Loya
2500 Woodcrest Place
Birmingham, AL 35209

Title Director

METTLER, CHRISTOPHER
2500 Woodcrest Place
BIRMINGHAM, AL 35209

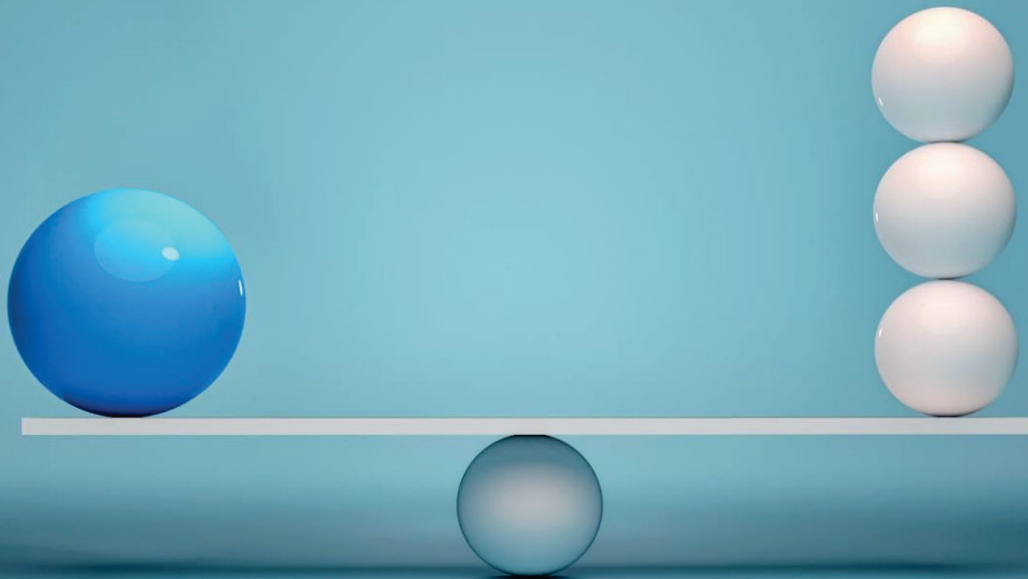
Title Chief Credit Officer

Abbot, Henry
2500 Woodcrest Place
BIRMINGHAM, AL 35209

Title COO

Rushing, Rodney E.
2500 Woodcrest Place
BIRMINGHAM, AL 35209

Project Approach



Scope of Services

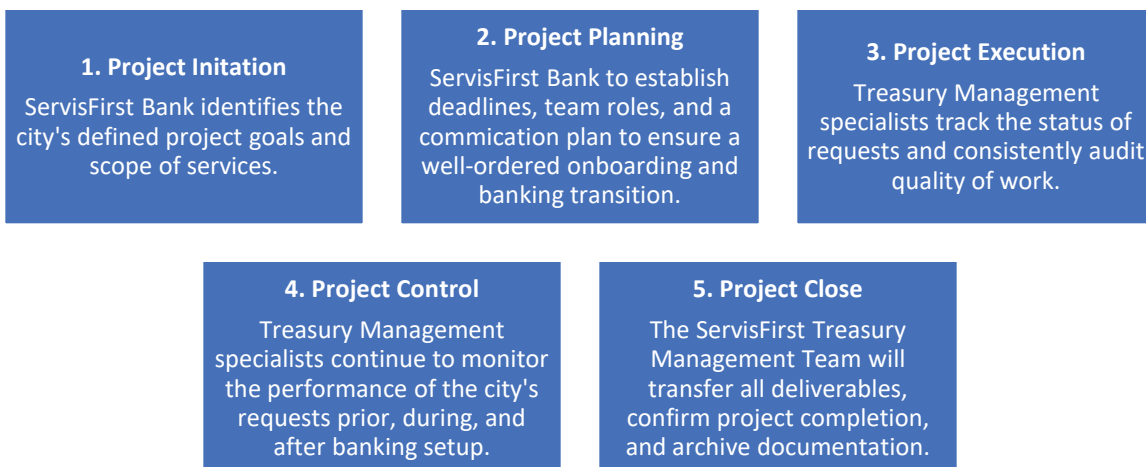
ServisFirst Bank will onboard the City of Opa Locka within thirty-to-sixty days. For additional information, please see Opa-Locka's *Transition Plan*.

The city will benefit from a team of experienced bankers that work together to support the full scope of our banking relationships. Our commitment to service with a hands-on approach is a priority. With our latest Treasury Management technology and core systems, ServisFirst Bank fully understands the Scope of Services entailed in this Request for Proposal including:

1. Objective
2. Qualifications and Requirements for Banking Services
3. Account Information Updated in real time with Customizable Reporting
4. Personal and Expedited Customer Service Team
5. Seventeen accounts including ZBAs.
6. Web-Based Online Portal including positive pay, stop payments, cancels, and voids of checks.
7. Reconciliation Service
8. ACH Blocking and Positive Pay (with default no-pay option).
9. Remote Deposit Capture (RDC): At no charge to the city, including alternative solution (overnight carrier) for unscannable checks.
10. Automatic Overnight Investment Program
11. Wire and ACH Services (including templates and optional multi-level approval)
 - a. Repetitive and semi-repetitive wire templates for convenience.
12. Purchasing Cards Program: The Expense Management features offer robust reporting for free.

Project Approach

Below is ServisFirst Bank's project approach to effortlessly onboard government municipalities such as The City of Opa-Locka. In constructing and following a detailed roadmap, our team *strongly* believes that this step-by-step approach will meet the objectives of the city.



BANKING SERVICES

1. Establish demand deposit accounts as may be necessary to meet the banking requirements of the City. In addition, provide zero balance accounts (ZBA). The concentration accounts will fund disbursements from these accounts automatically daily. All applicable accounts must earn interest.
 - a. There are currently seventeen (17) accounts.
 - i. Two (2) will require full reconciliation – positive pay controls together with other fraud controls such as ACH blocks.
 - ii. The remaining fifteen (15) accounts require all fraud controls and positive pay controls.
 - b. Daily Deposit scanning is essential to proper record of receipts. The bank must provide, at no cost to the city, an electronic check scanner with settings to accept and electronically post all checks, money orders and cashier checks. Copies of the original, validated deposit slips or their equivalent must be returned to the city. The city does not accept cash. The online portal must allow for account selection to post inbound deposits to various accounts. Shall an item be rejected via scanning; the bank shall provide means to collect the items refused by their equipment for proper deposit.
 - c. Accounts Payable issues approximately 11,000 checks annually.

Acknowledged. If ServisFirst Bank (the Bank) is awarded the contract, we will establish DDA (demand deposit accounts) and ZBA's initially as requested above and as needed on an ongoing basis as directed by the City of Opa-Locka (the City).

ServisFirst offers both Check and ACH Positive Pay services and will extend those to the city. Check Positive Pay also includes payee name verification and full reconciliation. The Bank offers ACH Block and will extend the service to the city on requested accounts.

The Bank will provide two scanners for Remote Deposit Now (RDN) to the city to make electronic check deposits. This will accommodate for user vacations, segregation of duties, illness, etc. The RDN system, through a web-based interface, maintains reports and images of the checks up to 60 days. Should the City need reports which exceed 60 days, the Bank will provide these upon request. The RDN system will provide access to multiple accounts within the RDN system as a single point of deposit. Multiple deposits can be made on any given day as needed. The cutoff time on a business day for same-day credit of RDN deposits is 5:00pm EST. In the event an item(s) should be rejected by the scanner, the Bank will provide a FedEx (or equivalent option) mailer to the city to send the item(s) to a branch for deposit.

ServisFirst acknowledges that the City writes 11,000 checks annually and can handle that volume with no issues. However, due to the increased risk of check fraud, stolen checks, and check washing, the Bank recommends other alternatives to check writing. This includes utilizing our ACH and wire services in addition to utilizing ACH and Check Positive Pay.



2. Provide on-line banking that allows the City to access data by 9:00am EST, including but not limited to previous day balance, current day balance, positive pay exceptions and transaction information for each designated account. At a minimum, on-line banking ability shall include initiation of stop, cancel, and void checks, payment by ACH or wire and initiation of inter-account transfers.

Acknowledged.

For business online banking, ServisFirst Bank offers eServis Business Online. eServis is a web-based, secure, user-friendly, and workflow enabled platform.

Features of eServis Business Online include (but are not limited to):

- Conveniently access your account information securely from your PC or mobile device
- Check real time current day balance including electronic debits and credits.
- Create custom downloadable balance and activity reports which can be tailored as needed.
- Transfer funds between multiple accounts.
- Search for transactions by date, amount, check number, or transaction type.
- Place stop payments on checks, multiple checks, or a range of checks at one time.
- View and print front and rear images of checks from one screen.
- Review and decision exception items in Check Positive Pay and ACH Positive Pay.
- Initiate ACH and wire transfer payments, which can include multi-tiered approval authority.
- Make online payments with ServisFirst BillPay
- Download transactions to accounting software such as Quicken or QuickBooks
- Determine levels of user control, limits, and restrictions for entitled online banking users.
- Single sign-on capabilities to other bank products such as RDN and eStatements.
- Enable/disable Subscriptions (notifications) via SMS or email of online activity at the user level.

3. Disburse funds via repetitive wire transfer upon on-line request of an authorized persons?

Acknowledged.

Wire transfers are available in eServis Business Online and can be created as a “free-form” wire or from a wire template by entitled users. Templated wire transfers can be repetitive or semi-repetitive. Repetitive wire transfers keep all the same information including the amount. Semi-repetitive wire transfers will give you the option to change currency, amount, contact name, phone number, purpose of payment, and additional information to the beneficiary. Dual or multi-level approval can be enabled for wire transfer entitled users.



4. Provide on-line check imaging and image access inquiry for paid checks. These items should be sorted in a serial way.

Acknowledged.

eServis Business Online provides both front and back images of cleared checks. Check images will be provided by the date they clear the account. However, reports can be created to pull the checks in numerical order as needed.

5. Accept and send Automated Clearing House (ACH) transactions and provide on-line notification of ACH deposits on same day. This feature must require dual approval.

Acknowledged.

Entitled users can create ACH batches by manually keying in values through eServis Business Online or by uploading a batch file via the transaction import service. Files can be imported in an industry standard format, NACHA, or in a customer defined format, such as comma separated value (CSV), fixed width, or XML. Manually created and imported ACH batches are warehoused and can be reviewed and interacted (edit, approval, reject, cancel, etc.) with by entitled users until the batch is delivered to ServisFirst for processing. This operation can be layered so there is a defined approval process.

Electronic debits and credits are posted to the account in real time and can be viewed via eServis.

6. Process direct deposits of vendor payments and verification of deposit.

Acknowledged. eServis Online Banking shows all current and previous transactions.

7. Expedition notification of returned items to include check imaging so the city can promptly follow- up.

Acknowledged. The city will be able to view any returned item information on eServis Business Online Banking the same day the Bank is notified of the returned item.



8. Offer Purchase Card program with parameters to restrict usage and maintain budgetary control.

Acknowledged.

ServisFirst Bank offers Visa Business Purchasing Cards to effectively manage your business payables and earn a cash rebate. The robust online account management system allows visibility and control for administrators and provides cardholders the ability to reconcile their charges with the expense management system.

Benefits:

- Improve efficiency, reduce costs, and have a greater visibility into expenses and procurement.
- Restrict cards at the individual level by merchant category, daily and monthly spend, and much more.
- 24/7 online access allows administrators to add cardholders, MCC codes, increase/decrease spend limits, view approvals/declines, print statements, update profiles, and make payments in real time.
- Earn cash back rebate on all purchases through a tiered rebate structure.

Expense Management Software

- The ServisFirst Expense Management module offers broad functionality by leveraging advanced capabilities for queries, workflow management, report generation, and data reports.
- Define account code segments including cost centers, departments, or other account ledger indicators to automatically assign to transactions.
- Account holders can review, edit, and submit expense reports for supervisor review.
- Provides program administrators, financial personnel, and travel and purchasing managers extensive spend analysis tools.
- Track out of pocket and mileage expense reimbursements and record on separate reports for audit purposes.

Earn 1.5% rebate on all purchases.

AMEX and Citi programs often have disqualifiers for rebate rewards on transactions over \$10,000 or on specific types of activity, often dropping their rebate to 0.75-1.00% rewards.

9. Provide automated on-line balance reporting services for all the city accounts. Available information should include closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers) and ACH and NACHA credit and debit detail.

Acknowledged.

eServis includes all current and previous transactions including all items listed above.

Business Online

Account Information Report

ABC Company

January 01, 2023 - February 01, 2024

Account: *532568 (Business Checking)

Available Balance	\$121.59
Opening Ledger	\$122.59
Collected Balance	\$121.59
Current Balance	\$121.59
Last Activity Date	
Float Amount	\$0.00
Hold Amount	\$0.00
Last Deposit Amount	\$0.36
Last Deposit Date	07/14/2023
Credit Line / Overdraft Amount	\$0.00
Last Interest Amount Paid	\$0.00

Posted Date	Description	Check Number	Credit	Debit	Balance
02/01/2024	TRANSFER TO SAVINGS			\$1.00	\$121.59
	TRANSFER TO SAVINGS				
	Acct No. 1441070370				
01/02/2024	TRANSFER TO SAVINGS			\$1.00	\$122.59
	TRANSFER TO SAVINGS				
	Acct No. 1441070370				
12/01/2023	TRANSFER TO SAVINGS			\$1.00	\$123.59
	TRANSFER TO SAVINGS				
	Acct No. 1441070370				
11/14/2023	Electronic Transfer Debit			\$2.00	\$124.59
	From DDA 1212532568,To DDA 123				
	456789,test				
11/01/2023	TRANSFER TO SAVINGS			\$1.00	\$126.59
	TRANSFER TO SAVINGS				
	Acct No. 1441070370				
10/02/2023	TRANSFER TO SAVINGS			\$1.00	\$127.59
	TRANSFER TO SAVINGS				
	Acct No. 1441070370				
09/01/2023	TRANSFER TO SAVINGS			\$1.00	\$128.59
	TRANSFER TO SAVINGS				
	Acct No. 1441070370				
08/01/2023	TRANSFER TO SAVINGS			\$1.00	\$129.59
	TRANSFER TO SAVINGS				
	Acct No. 1441070370				
07/28/2023	Electronic Transfer Debit			\$1.00	\$130.59
	From DDA 1212532568,To DDA 123				
	456789,Duplicate				
07/28/2023	Electronic Transfer Debit			\$1.00	\$131.59
	From DDA 1212532568,To DDA 123				
	456789,Duplicate				
07/14/2023	Fee Code		\$0.18		\$132.59
	FRB INCOMING WIRE				
	Wire 269146 Test Refund				
07/14/2023	Fee Code		\$0.18		\$132.41
	FRB INCOMING WIRE				
	Wire 268983 Test Refund				
07/11/2023	Wire Transfer Debit			\$0.18	\$132.23
	Outgoing Wire 269146				
07/11/2023	Wire Transfer Debit			\$0.18	\$132.41
	Outgoing Wire 268983				
07/03/2023	TRANSFER TO SAVINGS				
	TRANSFER TO SAVINGS				
	Acct No. 1441070370				
06/12/2023	Electronic Transfer Debit				
	From DDA 1212532568,To DDA 123				

Online Balance Reporting

Online Balance Reporting

10. The bank should attempt to endorse all checks against our account, at least twice before checks are deemed a failed transaction.

Acknowledged.

If understood correctly, the request from the city is for the bank to attempt to redeposit a previously rejected check a second time with rejected reason being insufficient funds. In this case, ServisFirst Bank's policy is below:

Standard and Non-Standard Return Item Processing Processes-

Return Item Processing (check returns). Deposited checks which are returned due to stop payment, dormant account, NSF, or other reasons are mailed to the original depositor via USPS as a IRD (Image Replacement Document).

If the returned check is over \$5,000, the local branch will receive notification and will contact the original depositor. No matter the dollar amount, eServis, ServisFirst's online banking platform, will reflect the returned check as a chargeback as well as the amount of the return which will be debited from the original depositing account's available balance.



11. Provide the ability to place on-line stop payments and on-line access to information on cleared and stopped payment checks. All stop payment orders will be made electronically. On rare occasions, it may be necessary to initiate a stop payment by telephone. When the City places stop payment orders, the bank will immediately inform the City electronically if the check has been cashed and provide an image of the cashed item to the City. If not cashed, the bank will provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than eighteen (18) months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the bank after the above procedure has been adhered to will be the responsibility of the bank.

Acknowledged. Stop payments are created, modified, and deleted in eServis Business Online Banking by entitled users. Should the City request to place a stop payment verbally, they would be required to sign a stop payment form for the Bank's recordkeeping within ten (10) business days of the verbal request.

eServis Business Online

eServis General User Manual

Stop Payment

Stop Payment allows users to request their financial institution to activate a stop payment instruction for individual checks or ranges of consecutive checks written on a account. Before placing the stop, the system determines whether the check has already been paid or if it already has a stop payment instruction in place and if so, does not accept the request. Otherwise, the system activates a stop payment instruction and displays a confirmation of the instruction. Optional notification messages, delivered to the user who initiated the request, provide processing status.

Stop Payments : Request Stop Payment

Current Progress: 1 Request 2 Review 3 Complete

Request Stop Payment

* Account

Memo

* Company Name: HLB Inc

* Contact Name: John Smith

Phone Number: (404) 719-4876

Notify Me: None Selected

Stop Individual Checks

Stop Check Range

* Check	* Date Written	* Amount	* Written To	* Reason	* Expiration
		\$10		Select a reason...	1 Days

Add Another Check

Request Stop Payment

Reset

Stop Payments

12. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Proposer must submit proposals offering services based on an actual cost basis or using a compensation balance, or both.

Acknowledged. ServisFirst Bank is a Qualified Public Depository and is ranked first in the State of Florida with a rating of 94. We will work with the City to determine which accounts sweep to a money market investment sweep at 5.4%, fed funds less 10bps floating. One can manually transfer or setup an automatic sweep.

We also offer customers ICS, the IntraFi Cash Service that comes with access to multi-million-dollar FDIC insurance through IntraFi's network of banks. The city can work directly with ServisFirst Bank to access FDIC coverage from many banks. The yields in these programs are lower than that of a standard QPD bank program offered at 4.5% floating rate tied to fed funds less 100 bps.

We advise clients to be very careful in any vehicle earning higher earnings than that offered by a QPD. One must be aware of the risk taken with reserve funds and the potential for loss. Many of the Gov. Fund programs at Fed Funds or above, ie FL Prime or FL Fit as example invest in commercial paper or mortgage-backed securities and then have fund administration costs and advisor fees. These programs come at much higher risk with little reward vs a QPD.



OUR NAME IS OUR MISSION.

Get Peace of Mind for Large Cash Balances with ICS

By using ICS®, you can access millions in FDIC insurance coverage for cash deposits from ServisFirst Bank and enjoy the simplicity of banking with just one trusted, local institution. Conveniently and easily secure funds placed into demand deposit accounts, money market deposit accounts, or CDs.

Rest assured.

Relax knowing that your funds are eligible for multimillion-dollar FDIC insurance coverage, protection that's backed by the full faith and credit of the United States government.

Save time.

Capitalize on the simplicity of working directly with one bank, and say goodbye to managing multiple bank relationships and having uninsured deposits to footnote in financial statements.

Earn a smart return.

Earn interest at a rate set by the participating institution of your choice. Rates often compare favorably to Treasuries and government money market mutual funds (MMMFs).

Flexibility.

Multiple liquidity options put you in control. Enjoy access to funds placed through ICS into demand deposit accounts and money market deposit accounts.

13. The city desires full payment and deposit reconciliation for all accounts.

Acknowledged.

- ServisFirst offers basic account reconciliation for integration for most accounting software programs.
- We can work with the Town to work on mapping requirements and can accommodate any requested frequency of importing including daily weekly, and monthly.
- Full reconciliation can be built around the Town's specifications and may include any transaction items (i.e., outstanding checks, cleared checks, and voided checks).
- Further, today most clients utilize standard eServis online banking integration in which the accounting software itself processes the statement cash flows.

14. Provide monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff should be the last day of the month. Statements must be sent by no later than the 10th of the following month and be available electronically. Statement detail should provide check and deposit images.

Acknowledged.

Monthly statements will be available to entitled users the first business day following the last business day of the previous month via eServis Business Online Banking. The city may also opt to have paper statements mailed in addition to electronic copies. Statements show a list of deposits made by date as well as cleared check number, date cleared, and amount. Images of checks and deposits are no longer required on bank statements but are available upon request.

15. Provide custodial/safekeeping services for securities held for the benefit of the city.

Acknowledged.

In Addendum-01, dated 5/10/2024, the city references there is no safekeeping needed.



16. Provide direct deposit of payroll (currently approximately 170 employees) with file transmission by direct computer link. Describe your timelines associated with payroll direct deposits and the impact of holidays, etc. on the timelines.

Acknowledged.

ServisFirst Bank utilizes exceptionally reliable software for ACH Origination and payroll processing. The software for eServis is Fiserv’s Commercial Center product.

The city can use the ACH Origination feature of eServis Business online to manage payroll and process direct deposit files with optional dual control.

Users entitled by the city can create ACH batches by manually keying in values through eServis Business Online, or by uploading utility payment or direct deposit files via the transaction import service.

Utility payment files and direct deposit files can be imported in an industry standard format, NACHA. Additional formats include comma separated value (CSV), fixed with, or XML.

Manually created and imported files are warehoused and can be reviewed, edited, approved, rejected, or cancelled by entitled users until the batch is delivered to the financial institution for processing.

User guides and training manuals on the ACH Origination feature of eServis are available to the Town. For further support, the city is encouraged to coordinate with ServisFirst Bank to train entitled ACH users.

The normal cut-off cut-off times for Same-Day ACH Transfers are respectively:

11:00 a.m.	Eastern Time
1:00 p.m.	Eastern Time
4:00 p.m.	Eastern Time

The online ACH Origination features below are offered to the Town:

- Create and utilize reusable ACH batch templates for utility payments and payroll processing.
- File mapping is available for importing a non-NACHA format, the file type importing can be saved within mapping platform to allow seamless future uploads.
- Same day, next day, future dated and recurring payment options available.
- A streamlined and user-friendly banking interface that allows flexibility with ACH origination controls.

Cutoff time for Next Day ACH Transfers is currently 4:30pm EST, given the current or next business day is not a Federal Holiday. In this situation, the system will automatically not allow for the holiday date to be chosen as a processing day and will automatically default to the next available processing (payment) date. The Bank is closed all major Federal Holidays, and a schedule is available upon request.

ServisFirst Bank provides multiple resources relating to eServis for commercial clients and government municipalities. ServisFirst Bank shall permit the Town full control and administrative rights over their originated ACH and Online Wire transfers with no limitations in capabilities or software.

ACH User Interface



<https://www.onlinebanktours.com/mobile/?b=9955&c=163185&playlist=achpayments>


ACH Payments – User Guide

ACH Batch Details

ACH Batch Details

Payment Date

ACH Company **FastCo**

Batch Type **Individual (PPD) - Mixed Debit and Credit**

* Offset Account

Save as Template ☒

* Template Name

Company Discretionary Data

* Company Entry Description

[Notify Me](#)

Complete - Unsuccessful : Notify via EMAIL
 Complete - Successful : Notify via EMAIL
 Early Action Removed : Notify via EMAIL

- **Payment Date** – By default, the next available date meeting normal processing requirements and departmental requirements. Day, Same Day, or Future Dated batch choice.

User Interface for ACHs

17. Provide free checking account services to the City's employees with no minimum balance or direct deposit requirement and provide free payroll check cashing services for employee account and non-account holders alike.

Acknowledged.

ServisFirst Bank will provide multiple personal banking products for the city employees. Each product is designed to meet the needs of all individuals. Each account type includes the following features:

- Free debit card
- Free ATM withdrawals
- Unlimited check writing
- Direct Deposit
- Free Online Banking
- eStatements
- Free Mobile Deposit
- Complimentary initial check order
- Discounts on mortgage rates
- Custom High Yield Reserve Funds

ServisFirst Bank does not have a local bank for employee check cashing but will offer an alternative and more convenient option to the City with Paycards by Dash Solutions. More information is included in the Appendix.



18. Provide Monthly Service Charge Analysis: A separate analysis showing the activity in each of the City's accounts for the calendar month shall be delivered to the City within ten (10) calendar days after the close of each calendar month. At minimum, each analysis shall contain the name of the account, account number, period covered, average bank ledger balance, average uncollected funds and the average collected balance. The analysis shall itemize all services provided, the items and volume processed, unit charges, extended totals, and total of all charges. An example of this report should be included in the response.

Acknowledged.

Below is a monthly Analysis Statement example which is system generated and will be available on eServis the business day following the last day of the calendar month.

Sample Analysis Statement		123456789	1
INDIVIDUAL SUMMARY ANALYSIS			
SERVISFIRST TEST ACCOUNT 2500 WOODCREST PL BIRMINGHAM AL 35209			
OFFICER:	Crystal Lee	STATEMENT DATE:	3/29/24
PHONE NUMBER:	(000) 000-0000	DAYS IN STATEMENT CYCLE:	29
BRANCH:	1	Corporate Checking	
AVERAGE LEDGER BALANCE		15.81	
LESS AVERAGE DAILY FLOAT		.00	
AVERAGE BALANCE FOR RESERVE		15.81	
AVERAGE COLLECTED NEGATIVE BALANCE		.00	
AVERAGE COLLECTED POSITIVE BALANCE		15.81	
LESS LEGAL RESERVE AT 10.000%		1.58	
		14.23	

EARNINGS ON AVERAGE BALANCE OF		\$14.23	
	AT	.500000%	.00
NEGATIVE COLLECTED BALANCE CHARGE ON		\$.00	
		11.500000%	.00
NET EARNINGS CREDIT			.00

	NUMBER	PRICE	CHARGE
			REQUIRED
			BALANCE
Maintenance Fee	1	20.0000	20.00
			50,482.76

TOTAL COST			20.00
			50,482.76

CURRENT MONTH NET LOSS			20.00-
			50,482.75

	CHARGES WAIVED		20.00-

19. Provide for Positive Pay services with option to upload txt file for authorization of disbursements on all accounts. Provide an ATM machine at City Hall for staff and public use. Provide all applicable supplies related to banking services specified herein, to include but not limited to deposit slips, disposable deposit bags, electronic deposit scanning machine and endorsement stamps.

Acknowledged.

The Bank will provide Positive Pay services with option to upload a txt file for all accounts requested by the city. The Bank cannot provide an ATM machine at City Hall for staff and public use. The Bank suggests the city investigate alternative solutions to an on-site ATM machine. The Bank will provide all other applicable supplies listed including deposit slips, two RDN machines, and endorsement stamps.

Note we offer a bundle positive pay system, for \$25 per account, a client can utilize both payee name positive pay and ACH filters. We find this service and bundle beneficial to clients limiting one's exposure to fraud.

20. It is not the intention of the City to overdraw any accounts. In the event of an overdraft, all checks presented for payment shall be paid. The Finance Director or designee shall confirm wires or ACH transfers that will remedy such overdraft. The bank shall complete the wire/ACH transfer after confirmation. No Service Fee shall be charged to the City for overdrafts. Overdrafts will be recovered in the following manner: The amount of the overdraft is to be deducted from the respective account balance before calculating the overnight interest earnings. Reductions to the investable cash balances must be shown on the monthly investment activity statement.

Acknowledged.

21. To facilitate maximization of investment earnings, the City would like to utilize an overnight "sweep" arrangement, wherein an overnight sweep investment is entered into each business day. At the end of each business day, all uninvested balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are swept into an overnight investment. The proposer has the option to offer other alternatives to overnight repurchase agreements. The proposer must provide full documentation of the alternative with the proposal.

Acknowledged.

ServisFirst Bank recommends the City utilizing overnight sweep services through IntraFi. The Bank will offer a premium interest rate on these swept funds and keep the City's funds federally insured.



22. Provide Vault Services.

It is ServisFirst's understanding, based on the RFP Addendum released 5/13/2024, that the city does not accept cash and therefore cash vault services are not necessary. Should the city have checks not accepted by Remote Deposit Now, the bank will accommodate the need for branch check deposits by providing the city with an overnight carrier option.

23. Provide electronic deposit reporting of bank details.

Acknowledged.

eServis Online Banking houses all electronic deposit reporting of bank details.

24. Assist with transaction research.

Acknowledged.

eServis houses all transactions which pass through the accounts. Should the City require assistance locating information on a transaction, ServisFirst Bank's Sarasota Treasury Management staff will be designated as the City's primary resource for any account research.



25. Disaster recovery and control.

Acknowledged.

Our disaster recovery and backup procedures FDIC regulated and is compliant with Appendix B to Part 364 of the FFIEC Guidelines.

In the circumstance that a natural disaster is to affect the operation of our offices or personnel, we would then temporarily migrate from one office location to the nearest ServisFirst loan production office or retail branch to continue banking operations.

In addition to this, ServisFirst Bank personnel have the capability and flexibility to work remotely. This allows our bankers to continue to provide banking services to commercial clients and government municipalities during the event of a natural disaster.

For further information, please contact:

Senior Vice President Operations/Chief Information Officer
Michael Lindsey
mlindsey@servisfirstbank.com
205-949-4013

Senior Vice President, Chief Risk Officer
Mark McVay
mmcvay@servisfirstbank.com
205-578-4616



26. The City is desirous of using a combination of balances and fees for all service charges associated with the monthly activity for each account. The accounts will be “swept” into an overnight investment vehicle to a target balance of zero (less the amount required for the bank to maintain its reserve requirement). In addition, the account analysis statement should show average balances and average net collected balances, along with itemized monthly activity of each account and services activity cost associated with each. Each proposer is required to provide an analysis comparing service fees paid by compensating balances versus direct fees for each of the proposing services. The City reserves the right on an annual basis to change between compensating balances and direct fees.

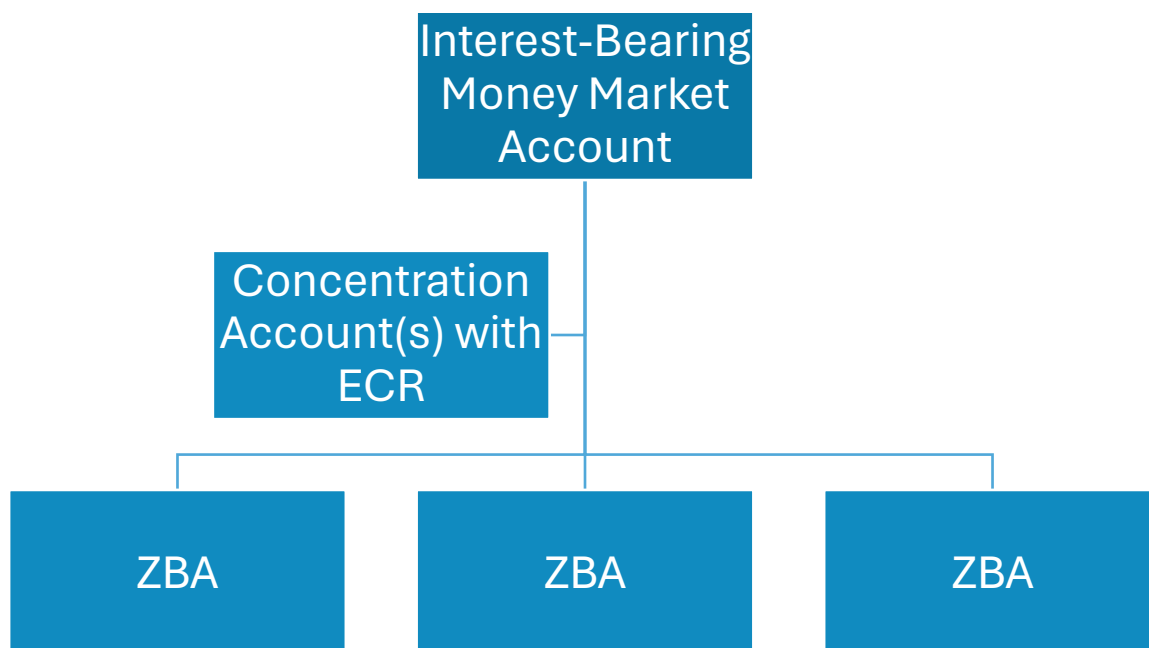
Acknowledged.

Compensating Balances

- Concentration account(s) that fund zero balance accounts (ZBA’s) which sweep daily automatically as needed.
- The concentration account would maintain an average daily balance of \$250,000 which would receive an earnings credit rate (ECR) to cover treasury fees.
- We would sweep excess funds from the concentration account to a Money Market Account (MMA) daily automatically.
- A floating Money Market Rate of **5.4% Annual Percentage Yield (APY)**. The rate will be tied to the upper tier federal funds rate minus 10 basis points .10%. **Annually 1,782,000 in interest.**
- A floating Earnings Credit Rate (ECR) rate tied to Fed Funds that will match the proposed Money Market Rate of **5.4% floating tied to upper tier Fed Funds, with the goal to offset Treasury Management fees.**

Direct Fees

- Same account structure as for Compensating Balances
- If the city chooses a Direct Fee plan, balances are not used to offset any service charges.
- Total service charges for treasury products are debited from a designated account monthly.



27. The City, subject to its future needs, reserves the right to request the selected Vendor to provide any additional banking services not covered by this RFP, at such cost, and under such terms as may be agreed upon, in writing by the Parties, and such additional services shall then be subject to all the terms and conditions of the Contract awarded under this RFP.

Acknowledged.

About ServisFirst Bank



About ServisFirst Bank

ServisFirst Bank is a full-service commercial bank focused on commercial banking, correspondent banking, treasury management, private banking, the professional consumer market, emphasizing competitive products, state-of-the-art technology, and a focus on quality service. [Recently, the Bank announced that its assets exceed \\$16 billion.](#) The Bank offers sophisticated treasury management products, internet banking, home mortgage lending, remote deposit express banking, and highly competitive rates.

ServisFirst Bank was formed in May 2005, and has offices in Atlanta, Birmingham, Charleston, Charlotte, Dothan, Huntsville, Mobile, Montgomery, Nashville, Northwest Florida, Virginia Beach, West Central Florida, and Western North Carolina. In April 2015, and annually thereafter, ServisFirst Bank earned investment- grade ratings and a stable outlook from Kroll Bond Rating Agency (KBRA), which measures companies' financial fundamentals. ServisFirst Bancshares, Inc. files periodic reports with the U.S. Securities and Exchange Commission (SEC). Copies of its filings may be obtained at www.servisfirstbancshares.com

Legal Name:

ServisFirst Bank Inc.

QPD Rating

BankName	FEIN	City	State	Collatera l Req.	QPD Rating
Anthem Bank & Trust	720218544	PLAQUEMINE	LA	50%	51
BankUnited, N.A.	270217289	MIAMI LAKES	FL	25%	64
Centennial Bank	710009885	CONWAY	AR	25%	79
U.S. Century Bank	522371258	DORAL	FL	25%	80
Truist Bank	561074313	CHARLOTTE	NC	25%	76
Valley National Bank	221186387	PASSAIC	NJ	25%	76
ServisFirst Bank	202451671	HOMEWOOD	AL	25%	94
South State Bank, N.A.	592979916	WINTER HAVEN	FL	25%	83
TIAA, FSB DBA EverBank	593531592	JACKSONVILLE	FL	50%	66

The following is the latest quarterly average ranking information for your institution derived from the rankings published by Financial Information Systems (FIS) and IDC Financial Publishing, Inc. (IDC):

Average Ranking 94

The FIS ranking is on an ascending scale of 0-100 points as compared to IDC's ascending scale of 1-300. The average is derived by dividing the IDC ranking by three, adding the result to the FIS ranking, and dividing the total by two. The specific rankings from both FIS and IDC are proprietary information available only to subscribers of their products. Subscription information can be obtained from their respective web sites or by phone:

FIS

URL: <http://www.fedfis.com>

Office Number: 817-577-4119

IDC

URL: <http://www.idcfp.com>

Office Number: 800-525-5457

ServisFirst Bank Ratings and Accolades

July 2023 – **Ranked 3rd by American Banker** for top publicly traded bankers with \$10 Billion to \$50 Billion in assets.

<https://www.servisfirstbank.com/July-12-2023>

Ranked 15th on **Forbes 2023 America's Best Banks List**.

<https://www.servisfirstbank.com/February-28-2023>

Ranked 21st on S&P Global Market Intelligence's 2022 **Top 50 Public Banks**.

<https://www.servisfirstbank.com/April-3-2023>

Recognized as 1 of 14 banks named on **2023 KBW Bank Honor Roll**.

<https://www.servisfirstbank.com/April-27-2023>

In April 2015, and annually thereafter, ServisFirst Bank earned investment-grade ratings and a stable outlook from **Kroll Bond Rating Agency (KBRA)**, which measures companies' financial fundamentals.

<https://www.kbra.com/publications/fdgDzxYr/kbra-affirms-ratings-for-servisfirst-bancshares-inc>

FIRM SIZE AND EMPLOYEES

At ServisFirst Bank, we believe that our employees are truly our most asset and that each of us directly contributes to our continued mutual success. [As of December 31, 2023, we had 598 full-time equivalent employees](#). We have 220 employees located in our corporate office, including sales and operations, and 378 in our regional offices and branches.

Focus on Core Banking Business. We deliver a broad array of core banking products to our customers. While many large regional competitors and national banks have chosen to develop non-traditional business lines to supplement their net interest income, we believe our focus on traditional commercial banking products driven by a high margin delivery system is a superior method to deliver returns to our stockholders. We emphasize an internal culture of keeping our operating costs as low as practical, which we believe leads to greater operational efficiency. Additionally, our centralized technology and process infrastructure contribute to our low operating costs. We believe this combination of products, operating efficiency and technology make us attractive to customers in our markets. In addition, we provide correspondent banking services to more than 350 community banks located in 27 states throughout the United States. We provide clearing and liquidity to our correspondent bank customers, as well as many account, credit, settlement, and international services.

Commercial Bank Emphasis. We have historically focused on people as opposed to places. This strategy translates into a smaller number of brick-and-mortar branch locations relative to our size, but larger overall branch sizes in terms of total deposits. As a result, as of December 31, 2023, our branches averaged approximately \$442.5 million in total deposits. In the more typical retail banking model, branch banks continue to lose traffic to other banking channels which may prove to be an impediment to earnings growth for those banks that have invested in large branch networks. In addition, unlike many traditional community banks, we place a strong emphasis on originating commercial and industrial

loans, which comprised approximately 24.2% of our total loan portfolio as of December 31, 2023.

Scalable, Decentralized Business Model. We emphasize local decision-making by experienced bankers supported by centralized risk and credit oversight. We believe that the delivery by our bankers of in-market customer decisions, coupled with risk and credit support from our corporate headquarters, allows us to serve our borrowers and depositors directly and in person, while managing risk centrally and on a uniform basis. We intend to continue our growth by repeating this scalable model in each market where we can identify a strong banking team. Our goal in each market is to employ the highest quality bankers in that market. We then empower those bankers to implement our operating strategy, grow our customer base and provide the highest level of customer service possible. We focus on a geographic model of organizational structure as opposed to a line of business model employed by most regional banks. This structure assigns significant responsibility and accountability to our regional chief executive officers, who we believe will drive our growth and success. We have developed a business culture whereby our management team, from the top down, is actively involved in sales, which we believe is a key differentiator from our competition.

ServisFirst Bank Ratings and Financial Stability

In summation of the supporting sources that we have provided and regarding financial stability of ServisFirst Bank, we strongly believe that the Town of Miami Lakes will find that ServisFirst is one of the most financially stable financial institutions in Florida and in the United States. For instance, our Qualified Public Depository Rating (QPD) ranks us first in our financial stability as a Financial Institution in Florida.

Due to our structural model of brick-and-mortar, ServisFirst has impressive core Return on Investment (ROI) and Return on Equity (ROE) numbers unlike any of our industry peers.

ROE - 19.25

ROAE - 23.7

Net Interest Margin - 3.32.

ServisFirst Bank ranks [number one](#) in Return on Asset Equity Ratio (ROAE) for regional banks in the country. The median ROAE for all banks from 10 billion to 50 billion is 9.46%. We are triple B-Rated, publicly traded on the New York Stock Exchange (NYSE) with the ticker symbol: SFBS.

ServisFirst Bank's (SFB) core model is Commercial banking with limited brick-and-mortar.

If our assets are compared to a super-regional bank, then they would have approximately 300 retail locations. Evidently, a financial institution with 300 retail banking locations would have a heavier focus on consumer banking, affluent and wealthier households rather than businesses, non-profits, and government entities. ServisFirst Bank is commercially focused. Therefore, we do not require those retail locations.

Rather, we prioritize our banking technology which has allowed us to have an ROE unlike any other Financial Institution.

Other Services: Online Banking



eServis Business Online

TREASURY MANAGEMENT SERVICES

ESERVIS BUSINESS ONLINE BANKING

eServis is at the heart of our business solutions, offering a wide range of tools for managing your accounts, all through a secure single sign-on. With flexible reporting, data mapping, and export options, you'll have all the tools you need to keep the city's business moving forward.

Visit a demonstration of eServis Business Online Banking at the link below:



<https://www.onlinebanktours.com/mobile/?b=9955&c=163185&playlist=Default>

POSITIVE PAY

ServisFirst Bank offers both Check Positive Pay and ACH Positive Pay. Additional fraud prevention tools include ACH debit block as options for adding additional protection to safeguard all funds.

Check Positive Pay

- The city uploads a check issue file, including payee name, date, amount, check number, and account number.
- When an item is presented for payment, the bank compares it to the record on file.
- Any mismatch and the check will be flagged as an exception allowing the city to review and decide whether to Pay or Return the check.
- An exception will occur if:
 - The item has not been issued.
 - The item has already been cleared.
 - The item has been voided. A stop payment has been entered.
 - The amount does not match the issued amount.
- The city can upload files or manually key items through eServis by 5:00pm EST each business day.
- Cut-off time for decisioning exception items is 3:00 PM Eastern Time.

ACH Positive Pay

- ACH Filters may be created to automatically authorize and pay ACH debits from specific companies or vendors.
- Any unauthorized debit (or a debit without a filter) will be flagged as an exception, allowing the county to review and approve debiting transactions at that time for any future debits from specific companies.
- Prevents all unauthorized electronic debits to a specified account.

The city has the option to default to either “pay all” or “return all” decisioning of Positive Pay items should they be closed for business and/or are non-responsive to Positive Pay items.

REMOTE DEPOSIT SCANNER

ServisFirst Bank follows FFEIC Guidelines with regards to risk management processes that include planning, risk identification and assessment, controls, and measuring and monitoring of digital information from deposit documents captured at remote locations.

The city may access copies of checks, deposit tickets, and check images included in a deposit through multiple means.

Smart Pay Banking Platform

ServisFirst Bank utilizes the Smart Pay for Remote Deposit Now services. Entitled users can use Smart Pay to immediately:

- Initiate deposits via remote check scanner.
- View previous deposits.
- Access copies of checks.
- Access previously deposited checks. Otherwise, deposit tickets are generated and provided immediately upon completion of each deposit.
- Audit deposit history, including checks within a deposit.
- Real-time access to all items deposited via remote check scanner.

AUTOMATED CLEARING HOUSE (ACH) SERVICES

ServisFirst Bank utilizes eServis for ACH Origination. The city's entitled users can create ACH batches by manually keying in values through eServis Business Online Banking or by importing either debit or credit files into the system. This operation can be layered so there is a defined approval process.

Opening Times for Same-Day ACH Execution

ACHs may be entered in eServis Business Online prior to the cutoff time. ACH entries can also be pre-scheduled and released prior to the cutoff time or business day for future ACHs.

Method of Communication

For assistance or inquiries pertaining to ACH originations via eServis Business Online, the city may contact the Sarasota Treasury Management Team which has been designated to them.

Cancellation Policies and Associated Fees

Pending ACH payments may be reviewed, edited, and cancelled prior to the cut-off time, in which the ACH batch will be delivered to the financial institution for processing. ServisFirst Bank will not assess the city a fee for cancelling pending ACH payments.

Future dated ACHs, or ACHs created before their payment date, are stored in the system, and may be viewed, edited, and cancelled until the payment date arrives. ServisFirst Bank will not assess the city a fee for cancelling future dated ACHs.

Direct Deposit Handling

As an Originating Depository Financial Institution (ODFI), the bank will offer the following ACH service products to customers:

- Direct Deposit
- Direct Payment
- Cash Concentration & Disbursement
- Corporate Trade Payments
- Customer Initiated Entries
- Electronic Federal Tax Payment Systems (EFTPS)
- The bank will accept ACH files from the following input resources:
 - Files transmitted via online banking ACH module.
 - Files transmitted secure FTP transfer.
 - Or build a NACHA file within the eServis platform as needed.

Operational Management

ServisFirst Bank's Deposit Operations Team is responsible for monitoring client ACH activity, related return activity and on-going risk review dates.

If at any time a client's activity or returns become suspicious or otherwise cause concern, Deposit Operations will notify the Credit Officer/BSA Officer and investigate the suspicious activity. In such cases, the Bank has the right to cease its service of originating ACH items for the customer.

ServisFirst Bank ACH Policy states: Verafin analytics analyzes consumer and business transactions to detect fraudulent transfer scenarios such as Business Email Compromise and Hijacked Payroll. If fraud is detected an alert is generated and worked by a Fraud Analyst. Deposit Operations also reviews all client activity with ACH Origination services with a targeted review of weekly transaction amounts or volumes and will alert appropriate personnel to any potential violations. ACH Origination services are monitored by activity log ACH reports. If at any time a client's activity becomes suspicious or otherwise causes concern, Cash Management Operations (or other Bank staff) will notify the Electronic Banking Officer or EBIRT (Electronic Banking Incident Response Team) to investigate the suspicious activity. The Bank will utilize the Electronic Banking Incident Response Policy to determine next steps. In such cases, the Bank has the right to cease its service of any and all electronic banking services or any component of the system for the customer.

Additional notes on ACH transactions below:

- ACH NACHA file upload is available.
- ACH Batch Templates available.
- File mapping is available for importing a non-NACHA format. The file type importing can be saved within the mapping platform to allow seamless future uploads.
- Dual control options.
- Origination controls are very flexible, allowing management any level of granularity for origination and approval payments.
- Same day, next day, future dates and recurring payment options are available.
- The ACH cutoff time is 4:00 PM Eastern Time.
- A reversal becomes available on the effective date of the ACH Batch and remains an option for 5 business days.

Visit a demonstration of eServis ACH Payments at the link below:



<https://www.onlinebanktours.com/mobile/?b=9955&c=163185&playlist=achpayments>

WIRE TRANSFERS

ServisFirst Bank utilizes eServis Online Wire Transfers.

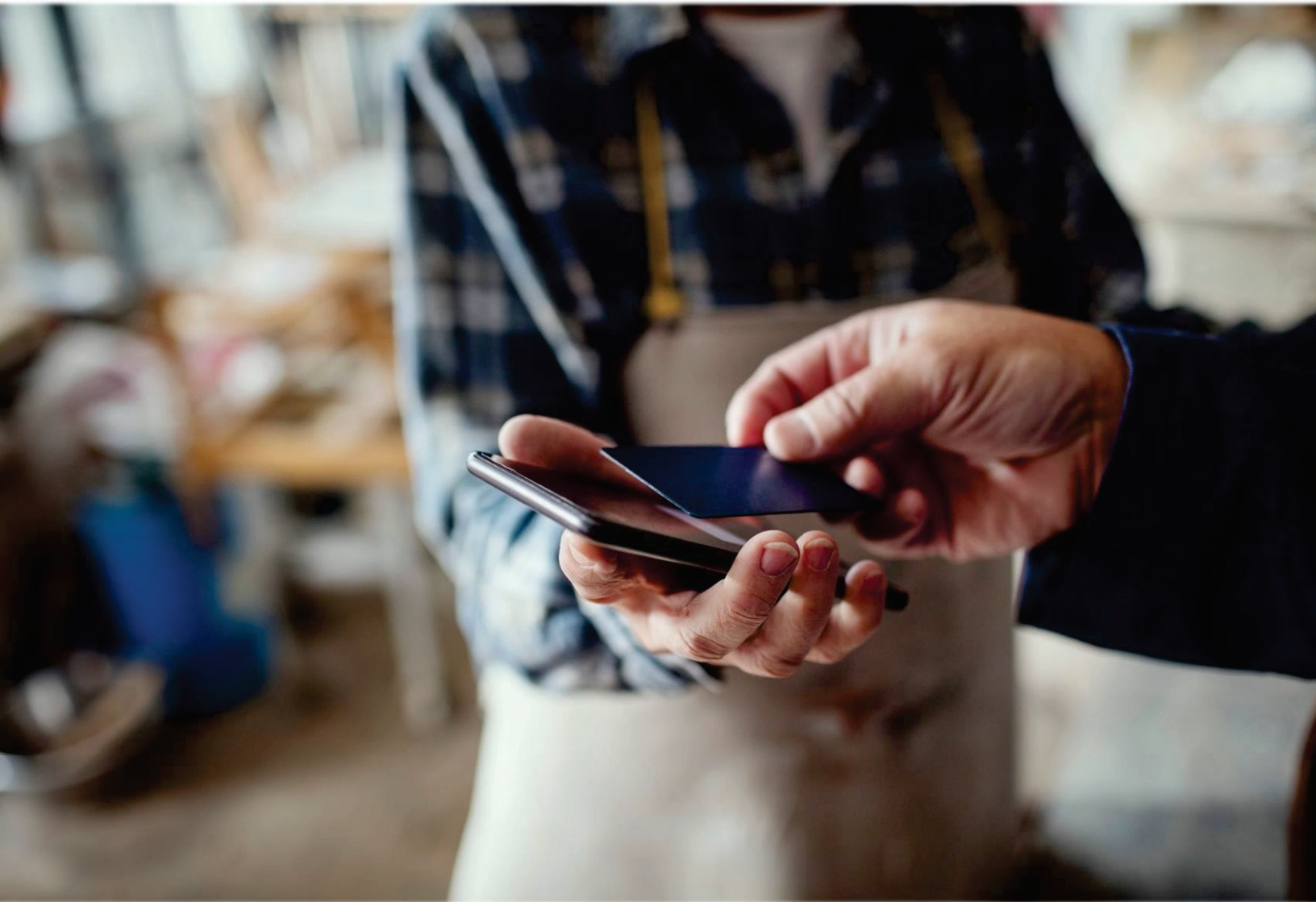
- Wires may be initiated through a free-form entry, from an existing template, or from an existing payee who will be the transfer beneficiary.
- Domestic and international wires are available.
- Foreign Exchange (FX) Wires allow the user to send foreign currency to a financial institution outside of the United States with a SWIFT BIC.
- Dual control available.
- Origination controls are very flexible, allowing management any level of granularity for users as they relate to origination approval payments.
- Online Wire cut-off time: 5:00 PM Eastern Time.

Visit a demonstration of eServis Wire Transfers at the link below:



<https://www.onlinebanktours.com/mobile/?b=9955&c=163185&playlist=wiretransfers>

Purchasing Cards



**Powerful online account
management capabilities**

Purchasing Card (PCard) Features

ServisFirst Bank would like to offer Purchasing Card services for the City of Opa-Locka.

ServisFirst is offering the city a rebate of 1.5%, and to waive the implementation fee and annual card fee for the city.

The Visa® Business Purchasing Card offers additional functionality and reporting to effectively manage your business payables and earn a cash rebate. The online account management system allows visibility and control for administrators and provides cardholders the ability to reconcile their charges with the expense management system.

Benefits and Highlights

Improve efficiency, reduce costs, and have a greater visibility into expenses and procurement.

- Restrict cards at the individual level by merchant category, daily and monthly spend, and much more.
- 24/7 online access allows administrators to add cardholders, MCC codes, increase/decrease spend limits, view approvals/ declines, print statements, update profiles, and make payments in real-time.
- Earn cash back rebate on all purchases through a tiered rebate structure.
- Recurring and auto-payments can be arranged online.
- A full demo is available.
- Overall company limit determined by need and in-house underwriting approval process.
- Unlimited cardholders.
- To help the city control spending our VISA Purchase Card allows users to restrict transactions by pre-setting velocities down to the individual cardholder level.
- Limits can be set by amount, number of transactions, and Merchant Category Card (mcc code). The ability to restrict transactions and monitor real time spending gives employers the controls and visibility needed to effectively manage their payables.

Benefits and Highlights Continued

- Online access gives administrators the ability to add/delete cardholders, add or delete Merchant Category Codes, control individual spend limits, view approval status, print statements, update profiles, and make payments real time.
- The expense management module allows users to view and allocate all monthly expenses before it routes to a supervisor for approval. A data file can be created to upload directly to your accounts payable software eliminating manual data entry.
- Our platform offers enhanced reporting options. This allows users to create reports at various levels down to level 3 data by individual cardholder.
- The VISA Purchase Card program will provide improved efficiency, reduced costs, enhanced fraud control and greater visibility into all expenses and procurement.

Expense Management Software

The ServisFirst Expense Management module offers broad functionality by leveraging advanced capabilities for queries, workflow management, report generation, and data exports. It additionally supports key business functions needed for effective expense management with an emphasis on accounting code allocation, digital receipts, expense review and approval, and spend analysis.

- Define account code segments including cost centers, departments, or other account ledger indicators to automatically assign to transactions.
- Account holders can review, edit, and submit expense reports for supervisors to review.
- Provides program administrators, finance personnel, and travel and purchasing managers extensive spend analysis tools.
- Track out of pocket and mileage expense reimbursements and record on separate reports for audit purposes.
- Streamline the necessary steps in managing a commercial card program to create back-office efficiencies while reducing administrative costs.
- Additionally, improved access to data facilitates review of cardholder usage and helps identify misuse, thus reducing risk and keeping program costs in check.

Additional Features

- Accounting code allocation allows an organization to define rules to automatically assign accounting codes to transactions. The manual effort of locating and correcting codes is eliminated, and allocation accuracy is improved.
- Define automated allocation rules based on merchant category codes, accounts, units, and point-of-sale.
- Define accounting code segments and the order in which they are applied, including cost centers, departments, and other accounting ledger indicators.
- Control manual overrides automated assignments by providing a list of valid, user-specific account codes to select from.
- Manually split transactions between multiple accounting codes to help ensure individual expenses incurred from multiple departments or cost centers are accurately allocated and

recorded. Achieve seamless integration between ServisFirst and your corporate systems using the ServisFirst Expense Management Data Mapping Tool to automatically export transactions.

- Digital Receipts allows cardholders to attach a scan file copy to an expense report.
- Approving manager can review scanned receipts online, eliminating need for Cardholder to fax or otherwise provide physical receipts for expense reporting.
- Supports “green Initiative” of organizations reducing paper and energy consumption.
- Cardholders no longer have to retain physical receipts since they are digitally stored.
- Organizations have the flexibility of setting requirements for Digital Receipts:
 - Receipts required.
 - Transaction minimum amount.
 - Allow Out of Pocket Mileage.
- Expense review and approval enables account holders to review, edit, and submit expenses. It also provides managers the tools and information required to manage all types of card programs.
- Allow managers to view all transactions of their employees in one search as well as aggregated totals and export data for analysis.
- Enable cardholders to view all of their transactions and line-item details, enter notes on transactions, review and/or edit accounting codes and enter out-of-pocket expenses. The cardholder can then create an expense report and submit for automatic routing and approval.

Visa® Payables Automation

Streamline the way you pay your suppliers: Visa® processes your account payable files and adjusts limits as needed. A remittance notice is then sent to your supplier, and, after your supplier charges the card, you will receive all reconcile notifications.

Control spending: Visa® can automatically adjust your commercial card limit to match approved invoices, reducing the risk of unauthorized activities.

Optimize cash flow: Since your supplier charges a Visa® account, you do not have to pay until you receive a consolidated bill from your bank.

Cash Back Tiers 1.5% for all purchases

- Start-Up Costs: One Time Implementation Fee = \$250.00; Annual Card Fee Per Card = \$25.00; Late Fee: \$25.00; Cash Advance Fee = The greater of \$5.00 or 3% of the transaction; Foreign Transaction Fee=2% of the transaction in US Dollars; Additional Sales Draft Request=\$5.00; Return Payment Fee=\$25.00; Statement Reprint Fee=\$5.00

Purchasing Card Demo



<https://servisfirstbank.webex.com/servisfirstbank/ldr.php?RCID=b0bd129f5c304849208feb3e48f3cedf>

Purchase Card Screen shots, advanced manuals and training available upon request.

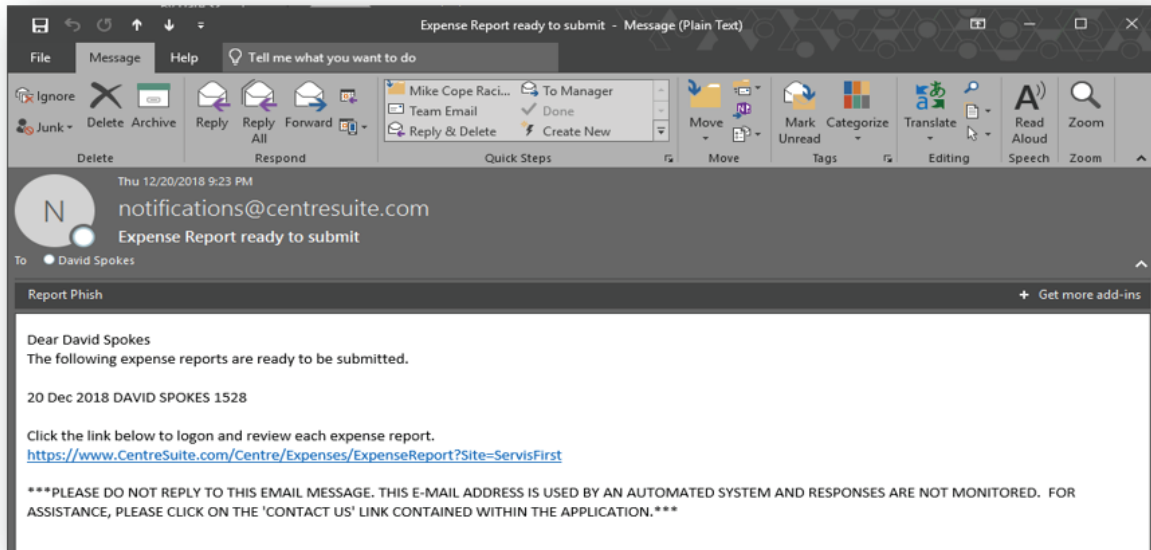
Your Homepage : Account Details

A screenshot of a web application interface titled "View Account Details". At the top, it says "Select An Account:" followed by a blue button labeled "Example Cardholder" and the text "My Account". Below this, there are several rows of account information: "Credit Limit" with a value of "\$50,000.00", "Last Transaction Posted" with a value of "\$36.19 2/22/2019", "Transactions to Report" with a value of "44 (\$10,062.13)", and "Unattached Transactions" with a value of "Yes". At the bottom of the list is "Account Action(s)" with a link "Upload Receipts" and a camera icon. At the very bottom is a button labeled "VIEW LAST STATEMENT".

View Account Details	
Select An Account:	
Example Cardholder	
My Account	
Credit Limit	\$50,000.00
Last Transaction Posted	\$36.19 2/22/2019
Transactions to Report	44 (\$10,062.13)
Unattached Transactions	Yes
Account Action(s)	Upload Receipts
VIEW LAST STATEMENT	

- **User friendly dashboard displays a snapshot of your total credit limit** (not what you have left available to spend) and most recent transaction posted.
- **Link to upload receipts** (if logged-in on your computer you can browse your desktop for files you have already saved).
- **Quick link to view your most recent monthly statement.**

Notifications: When your expense report is ready



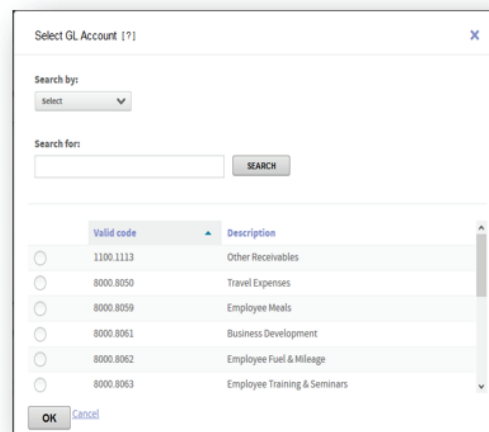
How to Complete your Expense Report: Code your Transactions

Actions	Date Posted	Date Occurred	Billing Amount	Merchant Name	Description	GL Account
 ...	2/22/2019	2/21/2019	\$36.19	CHEVRON 0040851		

- For each transaction, please complete the following:
 - Add Receipt:** Click on the add receipt icon next to each transaction and follow the instructions to attach a copy of your receipt. Any receipts you have already uploaded will show in your unattached receipts list, you will click the + icon next to the receipt you want to attach to that transaction.
 - Description:** Type in what the expense was for. Max length of 30.
 - GL Account:** Click the three dots next to the field to access the drop-down menu to access a list of GLs that have been assigned to you. Select the correct option using by checking the circle to the left of the relevant code and then hit ok.

Note: Click on the word *Description* and it will sort the options from A – Z to make it easier to search.

Valid code	Description
------------	-------------



Valid code	Description
☐ 1100.1113	Other Receivables
☐ 8000.8050	Travel Expenses
☐ 8000.8059	Employee Meals
☐ 8000.8061	Business Development
☐ 8000.8062	Employee Fuel & Mileage
☐ 8000.8063	Employee Training & Seminars

How to Complete your Expense Report: Uploading/Attaching your Receipts

- Click on the add receipt icon next to the transaction you are uploading the receipt for



- After you click the receipt icon you will see any receipts that you have already uploaded, these could be ones you took a picture of and uploaded from the mobile site, they could be ones you emailed to your CentreSuite email address or they could be ones you uploaded from your computer. They will show under 'Unattached Receipts'
- Click the + icon next to the receipt you want to attach to that particular transaction then hit OK. Repeat this for each transaction in your report. If you are missing a receipt complete and attach a copy of the Missing Receipt Form instead.
- If you have a receipt you have not uploaded yet click the 'Upload Receipts' tab and then browse for the files on your computer or mobile device.

Actions	Date Posted	Date Occurred	Billing Amount	Merchant Name	Description	GL Account
	2/22/2019	2/22/2019	\$8.19	CHEVRON OARREST		

Add Receipt

Date Posted: 2/11/2019
Date Occurred: 2/9/2019
Billing Amount: \$42.85
Merchant Name: KROGER FUEL #1829

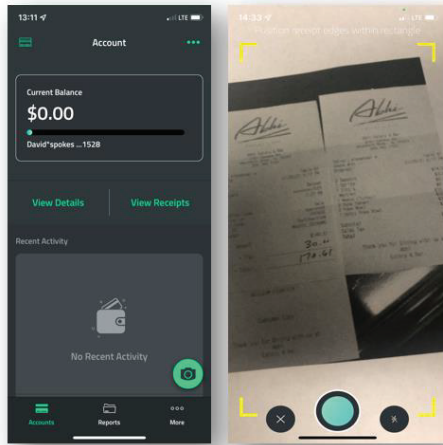
Available Receipts Upload Receipts

Unattached Receipts

Image	Description	
	DE46B160-2E46-40C5-83C6-A6221E6487DE.jpeg	
	Lunch w Phil Moore, PKM, board retreat planissimage.jpg	
	E2380E41-5546-41AB-AD4D-9A9A62F6834D.jpeg	

OK

Taking a picture of a receipt



- Click on the camera icon on the bottom right-hand of your homepage.
- Line the receipt up within the yellow frame and then click green button to take the picture

Completing your Expense Report: Submittal

13:23

Report Details

Let's wrap this up!
Please address the areas of this report where the red dot is present

Attached Receipts

1
Receipt(s) attached to this report

Manage Receipts

Attached Transactions

Chick-fil-a	\$56.98
Out-of-pocket - Jul 21, 2021	
A-loft	\$150.47
Out-of-pocket - Jun 21, 2021	
Enterprise Rent-a-car	\$240.65
Out-of-pocket - Jun 9, 2021	

Submit Report

- Once you have added your descriptions, coded your transactions and attached all your receipts, there should be no areas with a red dot, you can now click submit report, select the name of your approver and then click submit again.

Your Homepage : View Account Details

- User friendly dashboard displays snapshot of account detail
- Accounts you have direct access to, use drop-down to select if you have multiple. Here you will see the corporate account for the company
- View overall credit limit (not current available balance)
- Quick link to view the most recent statement on the account you have selected

View Account Details

Select An Account:
TEST AGENT 3000(448462*****2143)(A)

My Account

Credit Limit \$50.00

Account Action(s)

Recently Matched Receipts 0

VIEW LAST STATEMENT

MAKE PAYMENT

Your Homepage : My Tasks and Quick Links

- My Tasks: easy access to expense reports (if utilizing that feature).
- Quick links to be able Manage Accounts, Maintain User Information, access your Output Log and view your Reports Dashboard.

My Tasks

Review Transactions to Report	
Create Expense Report	
In Progress	(0)
Recently Approved	(0)

Quick Links

[Create Out Of Pocket Transaction](#)
[Manage Accounts](#)
[Maintain User Information](#)
[Output Log](#)
[Reports Dashboard](#)

SEARCH

Search Results

Account Number	Name on Account	Unit Name	Unit Number	Inactive	Action
448462*****0484	3000 CARD 1	TEST AGENT 3000	00000923	No	DETAILS
448462*****1355	3000 CARD 2	TEST AGENT 3000	00000923	No	DETAILS
448462*****2143	TEST AGENT 3000	TEST AGENT 3000	00000923	No	DETAILS

[← Back to results](#)

Account Details for 3000 CARD 1 (448462*****0484)

Summary Transactions Statements

Activity Since Last Statement

Current balance:	\$0.00
Available to spend:	\$10.00
Credit limit:	\$10.00

[EXPAND DETAILS \(+\)](#)

The current balance amount includes last payment received and cash advances.

Summary of Last Statement (Statement Date: 10/14/2021.)

Statement balance:	\$0.00
--------------------	--------

[EXPAND DETAILS \(+\)](#)

[Terms & Conditions](#) [Privacy Policy](#)

Statements: Account Activity

- Select Details next to the account you want to view
- View account **summary** (incl. available to spend), **transactions**, **authorization requests** & **statements**.

Account Activity: Authorization Requests

The bottom half of the page is where you will be able to see the status of the pending transactions.

Search Results (Download All)						
Details	Date/Time	Status	Auth Code	MCC	Amount	Type
...	12/11/2019 12:07 PM	Declined		7299	\$1,349.10	Mail/Telephone Order
...	12/11/2019 12:05 PM	Declined		7299	\$1,349.10	Mail/Telephone Order
...	12/11/2019 11:55 AM	Approved	02297S	4215	\$85.04	Mail/Telephone Order
...	12/11/2019 11:52 AM	Declined		5912	\$5,773.29	Mail/Telephone Order
...	12/11/2019 11:50 AM	Declined		4899	\$621.99	Mail/Telephone Order
...	12/11/2019 11:42 AM	Approved	00685S	7399	\$225.48	Mail/Telephone Order
...	12/11/2019 11:34 AM	Approved	05129S	5085	\$237.05	Purchase

To view the reason why a transaction declined, select details (...) on the left-hand side.

(SEE NEXT PAGE)

Account Activity: Authorization Requests

- For example, declined because of "Not enough available money."
- Other reasons could be:
 - Invalid Expiration Date
 - Invalid CVI Code
 - ADS (Fraud Watch)
 - Spend Limit/Not available money
- If you see a different reason, reach out to us and we will investigate it for you.

Authorization Details ^[?]

Authorization Details

Date:	12/11/2019
Status:	Declined
MCC:	7299
Authorization Type:	Mail/TelephoneOrder
Amount:	\$1,349.10

Decline Info:

[COLLAPSE DETAILS \[-\]](#)

The Request was declined due to 0048 Not enough available money
The Request was declined at the INDIVIDUAL
The velocity type for the decline was NOT DECLINED FOR VELOCITY
The following reasons would also have declined the request:
1. 0048 Not enough available money

Merchant Info:

[EXPAND DETAILS \[+\]](#)

Account Status

Expiration date: [?] 202003

Number of cards outstanding: [?] 1 [Order replacement card](#)

Current status: Open

Account status: [?] Select action

Admin has the ability to see the expiration date and order replacement cards

View the current status of the account

Make real-time change to status of account.

B6 (Fraud Watch) = Processor flags card for fraud b/c out of normal spending pattern or you can add to temporarily suspend a card

T1 (Travel Watch) = Temporary bypass to avoid being flagged for fraud while traveling.

V9 (Close Account) = Permanently closes account.

Accounts: Manage Accounts

- View the current status of the account
- Use the Account status drop-down to select a new status
- Hit submit at the bottom of the page to make the change

Accounts: Manage Accounts

- Any field with a yellow background can be updated real-time
- Under the Authorization section, you will have the ability to increase or decrease the limit on any card (apart from the corporate account) in real-time. Limits should be entered with no decimals, for ex.: 3000. ***If the cards are set to the full company limit, you will not be able to increase further. If this is your own card, reach out to us to increase the limit.***
- After any change has been made to an account, scroll to the very bottom of the page and choose either Submit or Submit with Note
- Ability to add temporary credit limit. For example, cardholder needs \$500 more for 2 days.

*Required field

Note: Yellow indicates field is updated real-time

Authorization

[ADD TEMPORARY SPEND CONTROL](#)

Card Limits:

Card: [?] *

2500

Single purchase: [?]

0

Cash advance %: [?]

100

[SUBMIT](#)

[SUBMIT WITH NOTE](#)

[?] [Cancel](#)

Additional Services



Lockbox Services



Retail and Wholesale Lockbox

Lockbox Services

Servis First Bank proposes the partnership with TMR core retail lockbox and OSG for EBOX. We believe you will find their government technology platform to match well with the needs of the city. Alternatively, we would provide support and interface with other 3rd party vendors. If desired, we can accommodate any current vendor and feed the fees to analysis for compensating balance offset.

Retail Lockbox with TMR

TMR offers a full suite: wholesale and retail lockbox platform which is white labeled/private labeled with Servis First Bank. With all the standards of Retail lockbox coupon, check verification a standard of the lockbox function, we would like to mention some of the added benefits below.

One feature that stands out is the ability to update your client records daily, weekly, or monthly with the retail lockbox platform. If the format doesn't change, there will be no charge to update client records via the online portal. Currently, if the city has a large number of exceptions in the retail box many can be mitigated with client file imports into the lockbox. The software will work to map checks or coupons scanned and reduce the exception records substantially.

The web reporting feature integrates the retail, exception handling, and OSG e-box all on one platform. We would propose a dialogue on building out the system should we be awarded the contract. Scope the service and pillars of accounts tied and how the administration is set up either separately or under umbrella viewership.

About TMR

Over 30 years ago, Technology Management Resources, Inc., pioneered lockbox payment processing for community and independent banks. Until then, check processing was dominated by the largest banks serving big corporations that received millions of monthly checks.

TMR's CITATION™ automated lockbox processing solutions allowed any size financial institution to provide lockbox services to a vast, untapped market of business-banking clients who did not have the check volume to justify the expense of contracting with the large processors.

Continually enhanced to meet the needs of the evolving payments environment, today CITATION™ i-Remit still gives FI's the tools to profit by delivering affordable, automated payments processing solutions designed for all types of business clients.

Financial Institutions across the U.S. with assets of just \$100 million to over \$40 billion rely on its advanced capabilities to create a profitable income stream and build lasting business services relationships.

<https://www.tmr solutions.com/about>



Citation I – Remit

Advanced Browser-Based Lockbox Processing with Integrated Reporting

CITATION™ i-Remit is a powerful, browser-based solution for automating paper and electronic payments processing.

- A TMR hosted and browser-based design with flexible deployment options
- "Anytime/Anywhere" access to important payment information
- Operators can work together from multiple locations
- Best in class delivery/security - powered by Amazon Web Services (AWS)
- One solution to process both retail & wholesale payments

Transaction Processing

A modern solution using Machine Learning and Artificial Intelligence tools to provide accurate and efficient lockbox automation.

- Consolidated, end-of-day reporting that can integrate ACH, Bill Pay, credit/debit, online and check data - outputs can be securely sent directly to the client's A/R solution providers
- Lockbox clients can manage their own online exceptions
- All images and data are indexed and available in the archive for easy access by clients

Online Reporting

The City will enjoy anytime/anywhere online access to transaction information.

- Online decisioning for payment exceptions
- Archives and indexes check and document images and transaction data
- Customers can research, display, download and print transaction images and data
- Automated end-of-day transaction reporting
- Customers can import validation files and place stops, holds, and warnings on individual transactions



Universal Capture

Scan everything that comes in the envelope!

- Checks, Coupons, full page remittances, correspondence, even envelopes
- NEW! BURSTING eliminates the need to physically detach business checks before scanning boosts productivity by 18%!
- Enables FI's and business clients the ability to scan using desktop scanners
- Can import imaged batches from large format devices like IBML and Opex.

RLC Remote Lockbox Capture

Ideal for business clients that receive payments at their offices.

- RLC provides for the imaging of checks AND remittance documents
- RLC clients receive the benefits of both Remote Deposit and automated transaction processing
- In many cases clients use both RLC and lockbox



OSG EXECUTIVE SUMMARY AND OVERVIEW

Servis First Bank is working on a contract with OSG for a white label or private label contract. Upon award of the contract with the City, your agreement may be directly with the bank or with OSG depending on timing. Either way the system will be OSGs and the bank will play a key role in the service side of setup and interaction with the 3rd party vendor. Pricing will remain the same and integration within the TMR platform is entirely up to the client.

Executive Summary

Good things seem to come in threes. We certainly believe it. Our solution for the City includes three powerful products: OSG Payments/Lockbox, Print and Mail and eAdoption Marketing . The City can use the compounding power of this integrated platform, built specifically for government banking, to reduce complexity and streamline payment processes. This is not just another digital payment platform being repurposed to work for something it was not intended to do; this is a purpose-built solution meant for government and municipalities.

OSG Payments

This comprehensive transactional suite empowers the exchange of bills, payments, and communications the way you and your residents prefer. With digital payment options, end users will be able to view and pay their bills anytime, anywhere, and with any device, which means greater customer satisfaction.

Lockbox

Streamline your check-based processes with integrated, flexible physical lockbox and e-lockbox solutions. Not only does Lockbox centralize your check processing operations, but it also significantly reduces the number of paper checks.

Print & Mail

Our state-of-the-art print and mail solutions work hand-in-hand with the USPS and we maintain on-site USPS processing centers at each of our major production facilities. By offering print and mail in addition to digital services, we can provide you with a single-source solution to unify all of your messaging.





Purpose Built

OSG Payments, our digital payment platform, was built specifically for Municipalities in mind, providing you with all the functionality necessary to administer your banking business. We designed OSG Payments to streamline specialized payments particular to Water/Sewer, Taxes, Waste, EMS, and all government related billing.

OSG ePaymentsolution also integrates with accounting and municipal software using robust APIs to provide a more comprehensive solution for our clients. This integration can help the City automate their payment and accounting processes, saving time, and reducing errors.

OSG ePayment portal also offers a wide range of payment options for end users, including credit and debit cards, ACH, and other alternative payment methods. OSG Payments leverages the latest security technology, including encryption and tokenization, to ensure that payment transactions are safe. In addition to payment processing, the OSG ePayment offers additional features such as recurring payments, and payment reminders. These features can further streamline payment processes and improve cash flow management.

We provide our integrated solutions for many types of government entities across the U.S. who trust our platform to conveniently and efficiently collect and process payments. This trust shows our commitment to providing specific tools for municipalities and their various departments.

Reduced Complexity

The City can reduce complexity and streamline processes by entrusting one reliable partner. Imagine the reduction in complexity when maintenance and support are a singular, cohesive effort with one vendor rather than a fragmented endeavor across many vendors.

With OSG, you not only gain the advantage of simplified support, but also the advantage of all solutions working hand-in-hand. Instead of worrying about how to transfer data between vendors, the City can rest assured that information is consistent across the board.

This holistic approach not only minimizes the logistical challenges associated with juggling multiple vendors but also creates a seamless synergy, allowing the City to focus on strategic business objectives rather than day-to-day headaches.

Ease of Use

OSG's solutions—ePayments, Lockbox, Print/Mail, and eAdoption Marketing—combine to streamline your operational processes. With these solutions working in concert, the City will be able to utilize a system tailored to the unique needs of your resident's payments from both the city's side and the end user side.

Our solutions can streamline your payment processes, from digital payments to physical checks, while our Print and Mail solution reduces your administrative burden by handling the printing and mailing of invoices.

OSG can streamline your check-based processes with our integrated, flexible physical lockbox and e-lockbox solutions. Not only do these services centralize and simplify your check processing operations, our e-lockbox solution also significantly reduces the number of paper checks.

The OSG Payments portal makes it easy for resident end users to make payments. We do this by creating an intuitive, easy-to-pay experience and offering a wide range of payment options, including credit and debit cards, ACH, and other alternative payment methods.

Summary

By integrating these powerful solutions, OSG harmonizes your workflow, simplifying complex processes and promoting a unified, streamlined approach to your government banking business operations. We hope to become your partner and together achieve your strategic goals for the City. We look forward to further discussing the potential of our solution for the City and would love to schedule a session to discuss this proposal.

Corporate Overview

OSG was founded in 1992 and has become a leading provider of customer engagement solutions that bridge integrated billing/payment technologies with dynamic customer communications. By bridging this gap, we have developed innovative solutions that simplify complex business processes and have grown into an omnichannel communications partner for our clients.

Since our founding, our core driver has remained consistent: connecting our clients with their customers. We understand the importance of communication within billing and payment processes. The interactions in these processes are the most frequent touchpoint a customer has with an organization. In our interconnected world, these touchpoints are critical to success. Decades of experience have given us the knowledge and resources to help our clients build on billing and payment touchpoints to capitalize on the communication potential of these critical interactions and drive profitable business growth.

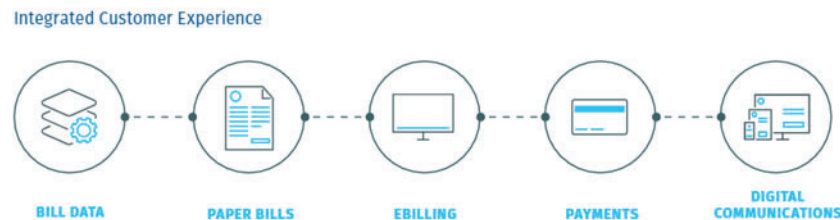
We designed our solutions to ensure that every customer interaction is convenient and relevant. This leads to faster responses, greater profitability, and stronger customer relationships. Every platform we provide, whether it be Print and Mail, OSG Payments, eAdoption, and Lockbox, etc., empowers our clients to exchange bills, payments, and communications the way that both you and your customers prefer. We help our clients take control, improve efficiencies, and transform at their own pace, regardless of business size or complexity.

We are headquartered in Carol Stream, Illinois and have built a global staff of more than 1,400 full-time employees. We take pride in our employees and in the knowledge and expertise they bring to our clients. We are constantly finding ways to increase their training opportunities, industry knowledge, and experience in providing high-level service. Our staff members have personal ownership of their work, whether it is design, processing, software development, production, or caring for our clients' needs.

OSG will provide a copy of its most recent financial statements in a separate email to help maintain the confidentiality of these materials. Please see the attached Appendix B for copies of OSG's SOC 1, SOC 2, and PCI compliance reports.

Product and Solution Overview

We recommend that the City utilize one integrated solution encompassing OSG Payments, Print and Mail, eAdoption Marketing and TMR's Lockbox. Instead of dealing with multiple vendors and the headache of transferring data from one service to another, OSG can help you streamline processes, utilize data quickly, and spend less time on maintenance with a cohesive solution meant to accomplish the City's goals.



OSG Payments

Digital Payment Processing Services

Whether it be online, by phone, or in person, OSG Payments can streamline and consolidate all payments through a single, easy-to-use platform. Our powerful APIs allow developers to fully control your customer and end user payment experience. Beyond ePayments, OSG Payments consolidates ACH, lockbox, and BillPay payments for streamlined, simple reconciliation. Our proposed digital solution caters to the ever-growing demand for multi-channel payment options from consumers. This comprehensive transactional suite empowers the exchange of bills, payments, and communications the way you and your customers prefer. With digital payment options, end users will be able to view and pay their bills anytime, anywhere, and with any device, which means greater customer satisfaction.

Unique Features & Functions of OSG Payments Platform

- **User Experience & Mobile Responsiveness:** We have made our experience easy to adopt across all devices using auto-scaling.
- **Integration Capability:** OSG Payments has built highly integrated tools for our partners that are growing extremely fast and make it extremely easy to push all payment data into client accounting platforms. We are huge advocates of integration.
- **Defaulted Next-Day Funding:** Competitors often charge fees for increased funding speed. OSG Payments, by default, makes all funds available four hours after transactions are batched out. Funds available on the next business day increase cash flow.
- **Payment Hub:** We handle all receivables and payables from an end user's application to deposit, from first and ongoing maintenance fees to ancillary payments, to new vendors and invoices, all while tracking payments electronically.
- **One-Click Payments:** End Users can save an icon on their phones or desktop and click once to replicate the same payment they did last or adjust it without having to log in.
- **Reporting:** We provide highly dynamic and searchable reporting tools that facilitate investigation of transactions across thousands of communities.

- **Security & Fraud Controls:** OSG Payments has extensive payment controls and velocity checks that trigger alerts and blocks related to any suspicious activity.

Automate Your ACH Authorization Process: Let end users/residents manage their ACH process from within our payment portal. Gone are the days of submitting forms for new requests or updates.

Portal Hierarchy & Access Management

Our Portal integrates billing and payments into one online resource. Housing all of your billing functions under one roof gives you the resources you need to efficiently manage your various government departments regardless of your residents' payment channel preferences. The Portal offers you the ability to manage your department sites down to the end user account level after initial setup and training.

Administrative-Facing Portal.

When the City signs on for digital billing, OSG will set your sites up initially based on your specifications, then train your personnel in how to manage them. In the administrative portal, you can set up your personnel and set their user permission level based on what each one can see or change. You can control multiple department sites—choose branding elements like color schemes and fonts, upload logos, add links to social media or advertisements, and manage verbiage, privacy policies, legal disclaimers, and images as you see fit.

Setting Up Your User Permissions

The site is set up so that you can manage your company's details and user permissions at the "group" (the City) level as well as at the "merchant" (individual department) level. Each of these levels has a virtual Toolbox of its own that pertains to the amount of information visibility each site user in your organization should have. Users who have access to the "group" Toolbox will be able to view reports, manage web users and administrators, and manage settings for your entire group as well as by narrowing per department. Members who have access to the "merchant" Toolbox have access to only their own association information.

When adding a new site administrator, you can set their permissions based on if they are a "group" or "merchant" employee as well as by the amount of freedom you want them to have to view or edit various information categories on the site. This includes payment tools they may need to use, settings for end user accounts, payment reports, and administrative management of site categories.

Comprehensive Reporting. The administrative portal provides several reporting features that update in real-time and are always available at the "group" or "merchant" level. These reports consolidate information across all payment channels and are searchable according to the details presented in each.

- **Transaction Report.** All individual transaction details are listed daily; this report should ideally be sent to you at midnight each day as payments per 24-hour period will continue to post in real time until then. Transactions in this record can be voided or refunded, the details can be viewed, and receipts for any record can be sent by selecting an "Action" option from a dropdown menu.
- **Settlement Report.** This details the deposits that go into your bank account by batch, including credits that were sent and debits that were taken for refunds or returned payments. To view the transactions that comprise one batch, you can select the "Action" dropdown menu for detail options. This report is used to reconcile bank statements and is provided through our partners

Jack Henry & Associates and Worldpay. The report is exported to these partners when transactions at the bank cease for the day and will be available to you as soon as the next morning.

- **Auto-Payments and One-Time Payments Reports.** These reports will show you details about users who have set up automatic payments or pay on a one-time basis, which provides you with an indication of incoming cash flow. On the Auto-Payments Report, you can support your residents by canceling recurring payments for an account or editing the recurring payment by payment date, end date, frequency, whether it is a fixed or dynamic payment, and payment amount if fixed.
- **Payment Categories Report.** This provides details about payments based on what they were for. Your administrative users can add or delete payment categories for populating these reports as necessary.

Payment Processing & Payment Channels

Our digital payment processing services include custom tablet- and mobile-responsive websites, in-person services for over-the-counter payments, Interactive Voice Response (IVR) payments and support by phone, and a full suite of real-time reporting to consolidate information about all Accounts Receivable payment channels activity, including ACH, Card, Check, eCheck, Apple Pay, Google Pay Wallet, PayPal and more to come.

Payment Processing Site Features.

Your residents can register on their association's payment site to make payments, view payment history, and manage their payment methods. On the site, residents can add or remove payment methods that include checking accounts, credit cards, or debit cards, and they make decisions about their payment schedule. Residents have the option to set up a recurring payment schedule on the day of their choosing, set up a date for a future one-time payment, make an unscheduled one-time payment, or choose a "QuickPay" option to avoid going through the lengthier payment process.

Digital Communications & Bill Presentment.

The first digital communication your residents will see when they create their account is the activation email. After activating their account, the resident will receive customizable email notifications per billing date with either a direct link to the payment processing site or an attached PDF of their bill—which is an option provided per association. Residents can enjoy the convenience of making a payment as soon as they open their email, and the City can receive payments faster and more efficiently.

Interactive Voice Response (IVR).

The City can offer an IVR solution for residents who prefer to make one-time or last-minute payments over the phone. Our IVR solution offers multi-lingual inbound calling as well as the option to transfer your callers to a customer service representative. The IVR system integrates with the City's Resident Billing Portal, meaning that payment information, whether initiated through IVR or another City channel, will be accessible in real-time.

In setting up the scripts for IVR responses and notifications, you will be able to determine how calls will

be organized and the menu of support options for your customers by phone. These call flow scripts are fully customizable, offering you the ability to determine the scope of your IVR interactions with your customers. Your customers will be able to check their balance, pay their bills, and manage the details of their accounts.

In Person Payments.

If the City wants to accept payments over the counter and a municipal office, OSG offers card and electronic check eTerminal transactions as manual payment entry directly into the application. Payment entry is accessible per the City's payments processing site and allows personnel to enter data for payments by check, credit card, or debit card. This in-person solution integrates with the billing platform to provide real-time access to all payment activities.

OSG Digital Adoption

eAdoption Marketing Programs

The potential to entice customers to convert to eStatements and ePayment solutions is very attractive to many organizations as they seek ways to drive down customer service costs and improve customer experience. Using our digital adoption tools and strategies will enable your business to lower costs and improve the customer experience simultaneously. OSGTM connects the dots, combining strategy, design, and data. Our customers can improve their customer engagement by taking advantage of our powerful solutions to drive digital consent, customer acquisition, engagement, and retention.

Data Append Services.

OSG offers data append services and solutions. Enhance your data and the ability to reach your customers through multiple channels. The more open the lines of communication are, the higher the Digital Adoption rate will be.

Benefits of Digital Adoption.

- Accelerated Savings
- Easily Trackable
- Faster Realization of Cash
- Enhanced Customer Experience

Digital Adoption Customer Touchpoints.

- Print, Email, Website, and Mobile

Print *(On envelopes, inserts, onserts, postcards, and more)*

Incorporating strategic messaging on existing printed statements provides the opportunity to tailor the message to the recipient by focusing on issues that resonate with their age group or stage of customer lifecycle.

Email *(Transactional and marketing messaging, eStatements, automated messaging, segmentation strategies, and more)*

Email remains an extremely popular form of communication and arguably is the best opportunity to

convert customers to online billing. Billers can include prominent links for paper shut-off or ePayment enrollment in every email communication with customers. Customized “go-paperless” campaigns can be created and deployed with little effort. Securely send full detailed electronic bills attached to email. Sending a proactive consent email generally results in a quick consent rate of 20%–35% as a percentage of emails opened.

Website (*account creation pages, pop ups, and more*)

Any customer visit to the website is an opportunity to encourage them to immediately set up their online payment portal. Within their portal account, customers can be given a “toggle” option to choose to opt in or out of receiving paper statements—with the default option being to turn off paper billing and access all account information online.

Mobile (*SMS communication, QR Codes, and more*)

Text messages conveniently remind consumers when a bill is due and give them a quick way to pay right at their fingertips. SMS messages have a 98% open rate and 56% (roughly 143 million adults) made at least one mobile payment in the past year. Two-thirds of consumers want bill payment alerts and 71% would switch to paperless billing if they also received reminders. Mobile functionality can increase eBill adoption by facilitating anytime, anywhere. Bill due date reminders neutralizes one of the top barriers to adoption, the concern about forgetting to pay or paying late due to a lack of a paper bill to serve as a reminder.

OSG Bill Printing and Mailing

Physical Print and Mail Billing Services

OSG works together with the USPS and maintains on-site USPS processing centers at each of our major production facilities. By offering print and mail in addition to digital services, we can provide you with a single-source solution to unify all of your messaging. Our print and mail solution is fully integrated with our digital presentment platform, meaning we can suppress printing and mailing any documents for which your end user has “opted in” for digital delivery and then will send eStatements to the email address your end user provides. eStatements will save the City significant money on postage. With production locations across the US, we offer expertise in document creation as well as a fully redundant distributive print facility network for disaster recovery.

Unique Features & Functions of OSG Print and Mail:

Secure Client Dashboard: We provide each client with their own internet-based dashboard to view their products, access their reports and recipient listings, and manage their account and administrative users. On the site, clients can order products, upload, and download their files and reports, view past orders, monitor production progress, track their mailings in the USPS mail stream, and modify their user accounts.

Reporting & Process Visibility: You can view real-time file status for each of your orders through the production process. Information also includes insert inventory usage, postage required for mailing, recipient listing for mail being sent, the number of statements and pages in each print segment, job status,

output verification, and mailing dates. The platform offers a selection of standard reporting options—we can also customize reporting based on your preferences and data.

Presorting & USPS Automation Discounts: We use First Class indicia on our outgoing envelopes and presort mail for ultimate USPS automation discounts. We are committed to finding the best possible postage rates for our clients in conjunction with the USPS.

Manifest Mailing & Seamless Acceptance: We utilize Manifest Mailing and Seamless Acceptance via the USPS at each of our facilities. A Manifest Mailing system is an automated, computer-supported system that allows a mailer to document postage and fees for all pieces in a mailing paid via permit imprint. Seamless Acceptance automates USPS entry and verification of mailings by leveraging electronic documentation, Intelligent Mail barcodes (IMb), and information collected from handheld sampling devices and mail processing equipment scans.

Document Design: Your documents are designed using a templated approach that enables dynamic messaging and graphic elements to highlight key communications. We can offer full redesigns or work with your current designs. A well-designed document is key to improving consumer comprehension while encouraging prompt payments. Our graphic artists specialize in creating readable designs that draw the eye to key components like due dates, amounts due, and special messaging.

Automated Return Mail Service: Save time and money by eliminating the need to manually process return mail. We handle return mail for our clients at each of our major facilities. Depending on your preferences, we can either scan and securely destroy returned mail or forward the mail, if possible, using the USPS address database.

Certified Mail Tracking & Reporting: We offer a full solution for Certified Mail. We organize all your documents, tracking data, and signatures for you so that the data you need is always easy to find. You will be able to track the status of your mail, view delivery confirmation signatures, and access a digital record of all your Certified Mail pieces.

Mail Tracking: Using the USPS Intelligent Mail barcode, our mail tracking solution follows your inbound and outbound mail as it moves through the mailstream, keeping you informed in real time through the OSG portal. This critical insight allows you to forecast cash flow and analyze response time.

Digital Print Automation: Our print centers are white paper environments that use digital print automation. Our technology allows us to print your static designs and variable data at the same time. We can collate variable inline inserts, perforate at multiple line designations, and produce full-color or black and white simplex or duplex sheets—all in a single pass. OSG offers broader customization and color options by feeding the data for transactional form production directly to our printers.

Equipment & Facilities: OSG uses state-of-the-art technology to provide the highest level of manufacturing speed and quality available on the market. In sum, our North American facilities encompass 1.6 million square feet of space, and we regularly use and maintain 195 printing systems and 214 mail inserters. Each facility utilizes an Automated Document Factory (ADF) system for the cost-effective, end-to-end, quality-controlled production of documents containing sensitive data.

Our main and backup facilities are equipped with modern automated printing machinery from companies such as Heidelberg, RICOH, IBM, Konica, Xerox, and Canon, and our inserting machines

are from BlueCrest and Bell & Howell. Each of these machines produce at a high volume with imaging accuracy rivaling any printing machines on the market. Leveraging these technologies in mailing solutions combined with expert service professionals, OSG provides clients with a fully integrated print and mail operation.

LOCKBOX – IF THE CITY WILL BE USING TMR LOCKBOX

Integrated Physical Lockbox & e-Lockbox Processing Services

OSG's e-Lockbox (EBPP) platform is fully integrated into the TMR iRemit Lockbox platform to streamline your check-based processes with e-lockbox solutions. These services centralize your check processing operations with our e-lockbox digital payment solution.

With regards to OSG Electronic Lockbox, most of the fees pass through to the end user such as a consumer paying a bill online. Most clients will select to pass through the fees to end user as shown below, resulting in very low fees to run an electronic lockbox for the City. See below.

OSG RevoPay EBPP (eBox) Pricing-Sarasota County-Utility, Water, Waste, EMS

eCheck/ACH Transaction Pricing	
☐ Pass Through Service Fees End User pays a <u>\$2.75</u> service fee at time of payment.	☐ Absorb ACH Fees Client agrees to absorb <u>\$0.65</u> per ACH payment.
Credit/Debit Card Transaction Pricing	
☐ Pass Through Service Fees – Credit and Debit Cards-MC/VISA/DISC/AMEX End User pays a <u>2.95%</u> convenience fee at time of payment with a \$3.00 minimum assessed to resident paying via card. <i>*All pricing per Client is subject to change once a review of ACH and merchant card statements has been reviewed and completed.</i>	
Other Fees and Included Benefits	
Credit Card Chargeback Recovery Fee <i>This fee applies when a Payor disputes a credit card payment. Billed to:</i> ☐ Client ☐ End User	\$25/Chargeback
eCheck Return Fee <i>This fee applies when an eCheck payment is made but transaction is returned.</i> ☐ Client ☐ End User	\$25/Return
New Client RevoPay Platform Setup Fee and Licensing <i>Each Client will receive a unique Payment Page URL, which can be customized with a logo, Client Name, address, and phone number. This Payment Page is the access point for residents to make a payment (for either QuickPay or Registered Users). Includes white-labeling, programming, Resident portal, Admin portal, training, full access of portal solutions. Also</i>	\$1,500 per Client eBox

<i>includes the programming and testing of Incoming and Outgoing Files</i>	
Monthly Platform Maintenance Fee per Client <i>This fee includes maintaining security and applies to any merchant payment page active within the OSG RevoPay platform. The merchant benefits from all Accounts Receivables payment products offered by OSG RevoPay with this fee. Includes Incoming and Outgoing Files and Admin Portal Access to Reports, detailing Transactions, Deposits and Recurring Payments. Includes custom query capability, save queries and file formats for future use. Administrators with Transactions Privilege can create, cancel, and modify recurring payments on the OSG RevoPay Platform.</i>	\$400/Month/Client
Interactive Voice Response (IVR) – (Optional) <i>Enables a payor to make payments, schedule payments, and retrieve balances through an automation system using a touchtone phone.</i>	\$600 One-Time per Client Site \$0.046 per minute \$300/Mo. minimum
Custom Programming <i>For non-standard and change requests of custom development, programming, testing and implementation. Also, any changes that are required after the initial implementation.</i>	\$250/hour
Bank Level Implementation of an XAA File <i>Security, white-labeling, programming, training, wiki build outs, API's, and full access of portal solutions listed below.</i>	\$2,500 per Bank-One-Time

Additional Partners



ServisFirst brings a new level of convenience to municipalities.

Additional Partners and Third-Parties

We are open to adding additional partners to the equation and integrating into our analysis, proposal, overall relationship should the city desire.

We recommend viewing these programs as they are leading edge in many categories.

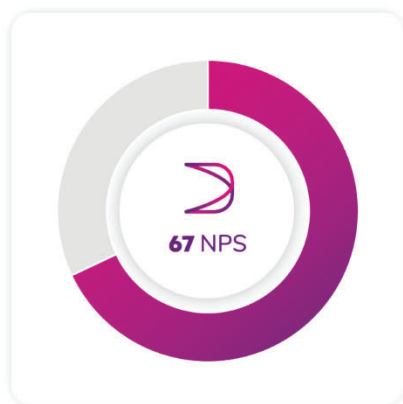
Examples of our partners proposed:

- [TMR](#) I-Remit lockbox program, we are proposing using their Retail lockbox service which will be managed by our support staff. The Town would rarely ever interact with this vendor. TMR has a government specialty lockbox program with which they private label to 200 banks in the US.
- [OSG](#) is our preferred EBOX vendor which has a API built to integrate with TMR should you desire to integrate the systems. Your contract would be directly with OSG, but depending on timing of onboarding, the agreement would shift to the bank solely as we are finalizing a private label agreement with OSG.
- [Paymerang](#) offers an accounts payable feature designed for government entities, we thought their solution would be of interest to the Town. The agreement would be with the Town and Paymerang directly. Note we are also in contract negotiations with the vendor for a private label program.
- [Dash Solutions](#) was founded and based in Birmingham, Ala., Dash Solutions is a fintech platform that provides digital payments and engagement program management to thousands of customers. Dash Solutions offers innovative strategies and a proprietary technology stack, including payroll, expense, gift, reward, and incentive card products to employers, financial institutions, and government agencies.



PROPOSED SERVICES – INTEGRATED VENDOR PAYABLES

Paymerang provides streamlined invoice and payment automation solutions that bring accounting departments into the modern age. Paymerang’s solutions save accounting departments hundreds of hours annually, enhance visibility, increase accuracy, improve efficiency, and earn rebates while reducing paper, fraud risks, and operating costs. Paymerang stands out amongst its competitors as one of the only payment companies providing a comprehensive cloud-based platform backed by a highly responsive and live payment operations team. We bring a suite of payment processing capabilities that includes automated invoice processing, coding, and approval, as well as payment processing, transmission, protection and reconciliation. Because we have real people, not bots, handling our operations, we offer card delivery via more methods—phone, fax, email, online, straight-through processing— than any competitor. Hence, a deeper penetration into profitable or cost-effective electronic payment acceptance. Our experienced enrollment team provides all clients with continuous vendor enrollment with each batch to ensure the highest level of electronic payment acceptance. Conversely, many competitors use a “set it and forget it” approach and only enroll vendors once at implementation, greatly decreasing the number of electronic payments. Our team of payment and enrollment specialists monitor all batches and reach out to vendors still receiving checks to offer more efficient cost-effective payment methods such as ACH and card. This allows us to help our clients to offer multiple convenient payment options to their vendors without having to worry about PCI or NACHA compliance. We offer clients world-class customer care and service. We deliver fantastic products, solutions and an amazing customer experience and we are very proud of our most recent Net Promoter Survey Score voted on by our clients of 67.



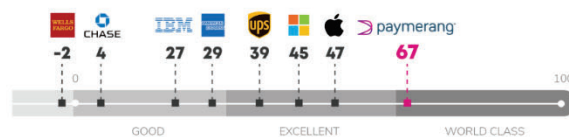
What is a Net Promoter Score

NPS is a customer loyalty metric that measures customers’ willingness to make another purchase and make a recommendation to their family, friends or colleagues.

How We Measure Up

World-Class Operations:

- Experienced operations team that delivers white-glove service
- Gold-standard vendor enrollment function that maximizes revenue dollars



Paymerang uses a CSV file format to upload data from the City’s ERP software. The file will contain all of the information Paymerang needs to make payments to vendors and includes all relevant remittance

information.

Clients prefund batches of payments with a wire or via reverse wire draw-down to fund a for-benefit of account with Paymerang's partner bank. At no point will the City be asked to extend the City's credit to fund payment batches.

When the City creates a payment batch Paymerang will pro-actively market the virtual card and ACH program to suppliers. Paymerang can make virtual card payments via phone, fax, email, straight through processing, and via online vendor portals. Paymerang's system can deliver the remittance information the City's vendors require with each payment. Suppliers are also enrolled in ACH by Paymerang's highly trained vendor enrollment team, and all banking information for suppliers is stored in a secured and encrypted environment.

Paymerang continues to reach out to vendors after payment information has been delivered, until the payment has been deposited into the vendor's bank account.



Paymerang will process ACH payments within 24 hours of batch creation and funding. Check payments are mailed within 2 business days and Card Payments are attempted within 2 business days. Paymerang works diligently to provide virtual card payments to suppliers and 94.6% percent of card payments settle within 7 business days and 98.6% of card payments settle within 21 business days. After 7 business days outstanding card payments are escalated to our special processing teams who are highly trained in delivering these payments. During enrollment, vendors will have the option of receiving payment via virtual card or ACH. If a vendor desires a check, Paymerang will deliver the payment via check. Under its agreement with Paymerang, the City would be able to continue to pay vendors in house on an as-needed basis.

Paymerang implements our ePayables solution for many clients in less than 30 days. Current clients have reported that it has taken less than 10 hours of their time to implement the solution and be ready to make payments. We require some documentation, and a list of your vendors. Additionally, our technical resources team will map and translate an output file from your ERP system to upload your payments into Paymerang. Paymerang will provide the appropriate training to City associates at a time convenient to the City. The number of users of the application is expected to be limited, so roll out is not expected to be a significant event. Once a batch of payments is approved and funded, Paymerang coordinates the loading of payments onto the cards. Since Paymerang will also deliver those payments to the vendors, there is no additional work required by City associates.

Paymerang is a private entity, 100% owned by Aldrich Capital Partners (ACP). ACP is a Virginia based private equity firm which actively supports Paymerang's growth. In December 2020, ACP provided an additional \$10M in capital to support the development of new products and overall business growth. This investment was reported in the Richmond Times Dispatch and various trade publications. Paymerang has seen impressive revenue growth driven by the demand for our simple and easy to use products.



Securely and efficiently processed over
2.9M payments for \$15.5B in 2023

Unique features –

- Paymerang becomes a trusted member of our client's AP team. We are not simply a vendor or card provider or bank. We are a part of the team.
- Because we have real people, not bots, handling our operations, we offer credit card delivery via more methods—phone, fax, email, online, straight-through processing—than any competitor. Paying vendors the way they want to be paid increases card acceptance and vendor satisfaction.

Paymerang provides continuous vendor enrollment into our credit card program, for every payment batch submitted, for all clients. This allows Paymerang to ensure the highest rate of conversion into the card accepting vendors than any other competitor. Conversely, many competitors only enroll vendors once, at implementation,

greatly decreasing the number of rebate-generating payments.

- Our people-driven approach to technology has built up our reputation as a company that takes care of its customers and their vendors, earning us a 67 Net Promoter Score for our world class customer service.

PRICING AND PROFITABILITY

Depending on the volume, clients can generate significant profit using Paymerang.

For further information on this service and its benefits, please contact Jon Kolb.



“Paymerang is fabulous to work with! This program will end up being life changing!”

~ Finance Director, Union County, Georgia

Transform your business with innovative payment solutions

Innovation in payments technology continues to evolve and new payment methods have reshaped how people want to be paid. At Dash Solutions, our goal is to stay ahead of the ever-changing innovation that affects us daily. With dashPay, employers can pay their employees more efficiently and securely while giving them more control over their financial well being.

Why dashPay?

- Easy to use admin portal
- Comprehensive tracking and reporting
- Flexible enrollment and issuance options
- Exclusive cardholder features:
 - Easy Money Management with Mobile App in English and Spanish
 - Cash Back Rewards & Discounts
 - Physical and Digital Card
 - International Money Transfer
 - Mobile Check and Cash Deposits
 - Free-to-card Earned Wage Access
 - Card Portability
 - Credit Building
 - Savings Fund

Among payroll card owners, 81% say working for a company that offers payroll cards is a major benefit

Visa Payroll Card Tracker Research, October 2019

Why our customers/employers love dash—it's more than just a card!

- Technology enhancements that deliver a best-in-class user experience
- Dedicated implementation team to get programs up and running quickly
- Wide breadth of solutions that allows us to solve for all payment types
- Customized solutions built with your specific needs in mind

Discover the Dash Difference

Contact us at sales@dashsolutions.com to learn more.



Experience and Qualifications

ServisFirst Bank

www.servisfirstbank.com

ServisFirst Bancshares

www.servisfirstbancshares.com

Relationship Team

Below is the list and résumés of experienced bankers that will assist with onboarding and servicing the City of Opa-Locka. We provide multiple resource options to ensure your needs are addressed. The team below will be the primary contacts for the city.

Jon Kolb, CTP



Role
SVP Treasury Management Officer &
Relationship Manager

Address
1718 Main St Suite 100, Sarasota, FL 34236

Phone
813-751-0835

Email
jkolb@servisfirstbank.com

Responsibilities

Jon will assist the city with onboarding and transitioning their accounts and be the subject matter expert for all Treasury Management and banking related challenges.

He will:

- Provide the city with updates, new information on Treasury Management products, and market analysis.
- Monitor the city's phases of implementation and ensure quality of delivered services and experience.
- Assist in optimizing cash flows and streamline Treasury Management processes.

Biography

Experienced Director - Senior Vice President of Treasury Management with a history of working in the banking industry as a top account executive or Head of Treasury Management. Skilled in Cash Flow, Internal Audit, Treasury Management, and Mergers & Acquisitions. Over twenty-five years of experience in a Treasury Leadership – Relationship Management role specializing in cash rich industries such as Government. Jon has managed large treasury teams and government programs over the years with an aggregate management of 100 billion dollars in funds. BSBM in Finance & Management from the University of Phoenix. Jon will also serve as primary contact for the RFP process.

Callie Puckett



Role
[Treasury Management Specialist](#)

Address
[1718 Main St Suite 100, Sarasota, FL 34236](#)

Phone
[813-751-0841](#)

Email
cpuckett@servisfirstbank.com

Responsibilities

Callie will assist the city with requests and inquiries concerning online banking. She will also help thoroughly document all requests and ensure that all deliverables meet the city's standards and expectations.

She will:

- Serve as a back-up point of contact under the circumstance that Jon Kolb is unavailable.
- Assist the city with maintaining online banking users, maintaining remote deposit users, and remote scanner maintenance.
- Provide training and troubleshooting for all banking platforms.

Biography

Callie has over 20 years of experience in Treasury Government Servicing and Commercial Banking Industry. Callie will be helping The City of Opa-Locka implement Treasury products and train on the products, systems, and services. She will also be available as a resource for day-to-day questions and issues as they arise.

Kyle Khuc



Role
[Treasury Management Specialist](#)

Address
[1718 Main St Suite 100, Sarasota, FL 34236](#)

Phone
[813-751-0856](#)

Email
kkhuc@servisfirstbank.com

Responsibilities

Kyle will assist the city with requests and inquiries concerning all online banking platforms. He will also help thoroughly document all requests and ensure that all deliverables meet the city's standards and expectations.

He will:

- Serve as a resource for rushed requests and troubleshooting.
- Assist the city with maintaining online banking users, maintaining remote deposit users, and remote scanner maintenance.
- Provide training and troubleshooting for all banking platforms.

Biography

Kyle has been in banking since 2020 with a focus on Treasury Management services, operations, sales support, and implementations. He received an undergraduate degree from the State College of Florida. During the onboarding process for the city, he will work on Treasury documentation and facilitate training for online banking platforms.

Joann Lempfert

Role
Commercial Support Officer



Address
1718 Main St Suite 100, Sarasota, FL 34236

Phone
813-751-0799

Email
jlempfert@servisfirstbank.com

Responsibilities

Joann will assist the city with all Commercial related requests and inquiries.

She will:

- Assist the city deposit support, bank letter requests, and transfer limit increase.
- Assist the city with maintaining online banking users and maintaining remote deposit users.
- Serves as a resource for Commercial client support.

Biography

Commercial Support Officer with over twenty years of experience in banking. Experienced Business Banker and Branch Manager. Current responsibilities include answering client requests regarding account balances, conducting research to generate solutions, and assisting client requests that includes ordering checks, stop payments, ordering debit cards, ACH transactions, online banking, and remote deposit.

Suzanne Johnson

Role
[Branch Manager](#)



Address
[247 S Tamiami Trail #100, Venice, FL 34285](#)

Phone
[941-236-9139](#)

Email
sjohnson@servisfirstbank.com

Responsibilities

Suzanne will assist the city with all branch-related requests and inquiries.

She will:

- Assist the cashier's checks, checks, and new accounts.
- Provide general account support.
- Assist with balance inquiries and account history.

Biography

Suzanne Johnson joined the ServisFirst Bank team in October 2020. She has 40 years of banking experience within the Venice community. Her excellent relationship knowledge adds unmatched value to the clients she serves, as a true partner, to assist in all facets of banking. Suzanne has extensive training in retail deposit management as well as retail lending services. She has volunteered for several non-profits and continues to serve in her community. The city may connect with Suzanne for opening new accounts, account inquiries, research requests, check requests, and debit card requests.

Zuleika Hebb, VP Electronic Banking Operations

Office: 205-423-2737

Cell: 305-812-8152

zhebb@servisfirstbank.com

Zuleika Hebb is the VP of Electronic Banking and oversees the operations of Treasury Management. Zuleika has been with ServisFirst Bank since 2015. Her responsibilities include ensuring all online banking applications are running smoothly, facilitating the implementation of new products and subsequent product releases and enhancements, implementing new processes and procedures to streamline back-office operations and support the bank as needed.

She has been in Treasury Management since 2013 and is often engaged in the onboarding of new government municipalities because of their unique setups. The city may escalate complex technical requests or inquiries to Zuleika Hebb.

Greg Bryant



Role
[Regional CEO](#)

Address
[4221 W Boy Scout Blvd #100, Tampa, FL 33607](#)

Phone
[813-751-0785](#)

Email
gbryant@servisfirstbank.com

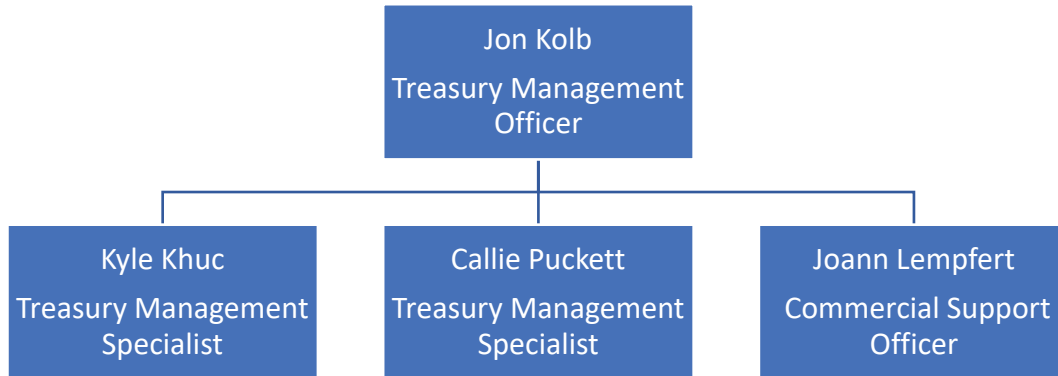
Biography

Greg Bryant is the CEO of the West Central Florida region with ServisFirst bank, a \$16 billion publicly traded bank headquartered in Birmingham, AL. In this capacity, he is responsible for all banking activities throughout the West and Central parts of the state. Prior to joining ServisFirst on January 1, 2016, Greg was the President & CEO of Bay Cities Bank for 15 years. After founding Bay Cities in 1999, Greg grew the bank to \$600 million in assets before it was sold on October 1, 2015, to Centennial Bank for a then-record price. Prior to starting Bay Cities, Greg held management positions with SouthTrust Bank and GE Capital. His 35-year banking career has allowed him to work with numerous middle market operating businesses, municipalities, and professionals.

Mr. Bryant is a past Chairman of the Florida Banker's Association, and for 12 years served on the Board of Directors of the Independent Banker's Bank of Florida. A graduate of Jacksonville State University (B.S. in Finance) and the Colorado University Graduate School of Banking, he is active in the CEO Council as well as Leadership Tampa Alumni. The City of New Port Richey may use Mark as a point of escalation.

Sarasota Treasury Management Team

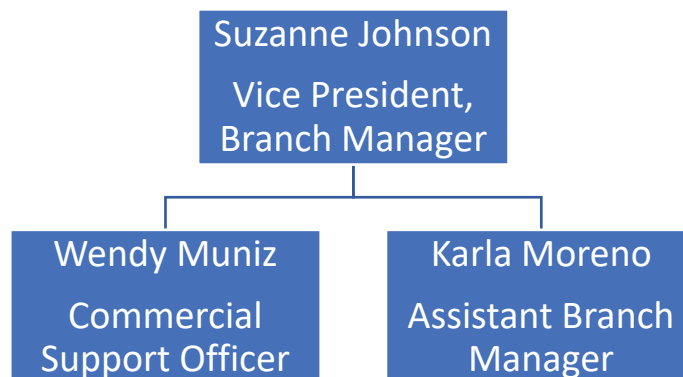
ServisFirst Bank shall designate two Treasury Management Specialists and a Commercial Support Officer to the city's overall banking relationship. These bankers will be dedicated to assisting the City of Opa-Locka with requests, inquiries, and banking needs.



The address for our Sarasota office is: 1718 Main Street, Suite 100, Sarasota, FL 34236.

Commercial Venice Branch

As an additional resource, the city may reach out to the bankers at ServisFirst Bank's Venice banking branch. Note that this banking branch can assist with balance inquiries, checks, and general account support.



The address for our Venice Branch is: 247 S Tamiami Trail #100, Venice, FL 34285.

Roles of Each Bank Officer

Departments	Parties	Email	Phone Number
Commercial Support <i>Main contact for commercial client support, this department can route requests accordingly.</i> — Net Teller Requests — eServis Requests — Bank letters requests — Setup secure links for lender and client — Temporary ACH/Wire Limit Increases — Online Adding Users, Loans, or Deposit Accounts — Deposit and Loan Support — Order appraisals and Environmental — Insurance asks W/H/F loss payee, and or follow up on expired insurance	Wendy Muniz <i>Commercial Support Officer</i> Joann Lempfert <i>Commercial Support Officer</i>	commercialsupportsrq@servisfirstbank.com	941-236-9130 Wendy 813-751-0799 Joann
Commercial Branch — Maintenance Changes — Debit Card Orders — Address Changes — Loan Payments — Line of Credit Draws — Cashier's Checks — Limit Exceptions — New Accounts — Balance Inquiry — Checks — General Account Support	Suzanne Johnson <i>VP, Branch Manager</i> Karla Moreno Mares <i>Assistant Branch Manager</i> Wendy Muniz <i>Commercial Support Officer</i>	venicebranch@servisfirstbank.com	941-236-9130
Treasury Management/Client Support <i>Tier 1 Client Treasury Support. Provides assistance with all treasury services, examples:</i> — Remote Deposit — Online Banking, passwords, lockout — E-statements — Online ACH — Online Wires - Domestic/ & International (USD) — Positive Pay — QuickBooks — File Mapping		tmsupport@servisfirstbank.com	866-922-5794 (Option 1) Always option 1! If delayed reach out to the local Commercial Support Team.
Treasury Management Sales Support	Kyle Khuc <i>Treasury Management Specialist</i>	kkhuc@servisfirstbank.com	813-751-0856
Treasury Management Sales Support	Callie Puckett <i>Treasury Management Specialist</i>	cpuckett@servisfirstbank.com	813-751-0841
Treasury Management Sales — Sales, Pricing, Onboarding - Training — Tier 2 Trouble Shooting — Vendor Management, Orders — Compliance-Audits	Jon Kolb <i>SVP, Treasury Management Sales Officer</i>	jkolb@servisfirstbank.com	813-751-0835
Purchasing Card Support		purchasingcards@servisfirstbank.com	866-312-0405
Credit Card Support		cdepartment@servisfirstbank.com	888-831-4351
ServisFirst Bank Website: www.servisfirstbank.com Call Us Toll-Free: 866-317-0810 Lost or Stolen Debit Cards: 866-546-8273 / Lost or Stolen Credit Cards: 866-598-1769 / Lost or Stolen Purchase Cards: 866-312-0275			

Designated Support Team for The City of Opa-Locka

ServisFirst Bank is centered on customer service. Our name is our mission. Your local ServisFirst team will be the city's first point of contact for all questions, concerns, and problem resolution on our online banking platform.

The departments below will be designated to the city for online banking assistance:

Commercial Support Team
Sarasota Treasury Support
Treasury Management Support Team

As an additional solution, our Treasury Management Support Team has the capability to remote into any device to troubleshoot and resolute issues that pertain to online banking, training, and remote deposit scanner errors.

Commercial Branch Hours:
9:00 a.m. – 5:00 p.m. ET, Monday-Friday

Treasury Management Support:
8:00 a.m. - 5:00 p.m. ET, Monday–Friday

General Customer Service Support (Extended hours):
6:00 p.m. – 12:00 a.m. ET, Monday-Friday
10:00 a.m. – 6:00 p.m. ET, Weekends & Holiday

The turnaround time for resolution will be less than two business days for most inquiries.

ServisFirst believes that this approach appropriately reflects a best-of-class delivery strategy for commercial banking services.



Schedule

ServisFirst Bank
www.servisfirstbank.com

ServisFirst Bancshares
www.servisfirstbancshares.com

Transition Plan

Our goal is to complete an easy, efficient, and seamless transition process. Service, support, and resources are provided throughout each phase and will remain a priority throughout the life of the relationship. We recommend a recurring weekly call or remote meeting to monitor progress, review and discuss questions, and provide updates to all parties.

The transition timeframe is typically thirty-to-sixty-days for most common items and 90-120 days for lockbox setup and configuration (if opted for). The process is outlined below. We would work with the city to expand, map a Service Level Agreement (SLA), and convert accordingly.

Phase 1 (1-2 Weeks)

Prepare new account documents for each new account.
Prepare Treasury agreements and Loomis contract as applicable.
Documents are sent via DocuSign to authorized signers.

Phase 2 (1-2 Weeks)

Welcome Letters sent via a secure email.
Each user receives separate instructions which includes online banking credentials.
Coordinate training for all applicable Treasury Management services.
Schedule the installation and training for Remote Deposit scanners.

Phase 3 (2-3 Weeks)

Monitor accounts to ensure continued progress of onboarding process:
Funding of accounts.
Continued user support for eServis and Treasury solutions.



Pricing of Services

ServisFirst Bank

www.servisfirstbank.com

ServisFirst Bancshares

www.servisfirstbancshares.com

ServisFirst Bank has included standard pricing for services and products as shown in the proforma below. Considerations will need to be made regarding the number of accounts, usage of ACH, wires, Positive Pay, etc.

ServisFirst Bank requested copies of three months' worth of bank statements which were not included in the Addendum-01 released on May 10th, 2024. Statements provide us with transaction activity and volume which would have given an accurate comparison of fees. Without this information, we can only provide the fee amounts which the city would incur as shown in the analysis proforma based on volume.

With regards to Pricing for additional services such as Lockbox, payroll cards, merchant services, etc., it will vary based on how many accounts, volume, and what are the specific needs of the city.

Opa-Locka

Officer:

Date:

Prepared By:

*Account Analysis Comparison*

<i>Activity</i>	<i>Units</i>	<i>Fee Per Unit</i>	<i>Servis1st Fees</i>
Corporate Checking Account			
Monthly Maintenance	14	\$ 20.00	\$ 280.00
Deposits	34	\$ 0.50	\$ 17.00
Deposited Items - On Us	0	\$ 0.10	\$ -
Deposited Items - Local	300	\$ 0.10	\$ 30.00
Deposited Items - Regional/Other	0	\$ 0.10	\$ -
Collection Items Deposited - per item*	0	\$ 7.00	\$ -
Checks Paid	164	\$ 0.10	\$ 16.40
Electronic Credits	163	\$ 0.15	\$ 24.45
Electronic Debits	21	\$ 0.15	\$ 3.15
Returned Deposited Items (Chargebacks)	0	\$ 10.00	\$ -
Courier - Per Pickup/Delivery (BHM Only)	0	\$ 14.00	\$ -
Official Check Fee	0	\$ 10.00	\$ -
Overdraft Fee*	0	\$ 35.00	\$ -
Stop Payment Fee	17	\$ 25.00	\$ 425.00
Cash Handling Fees			
Cash Deposits - In Branch per \$1,000	0	\$ 1.00	\$ -
Branch Currency/Coin Order - per order	0	\$ 3.00	\$ -
Armored Services - Cost plus 20%	0	Cost plus 20%	\$ -
Internet Banking			
eServis Business Plus Bill Pay	0	\$ 15.00	\$ -
eServis Corporate Internet Banking - ACH or Wires	0	\$ 50.00	\$ -
eServis Corporate Internet Banking - ACH & Wires***	1	\$ 75.00	\$ 75.00
***Includes eServis OLB, Wire, and ACH Portal			
ACH Services			
Origination Per Item	0	\$ 0.10	\$ -
Same-Day Origination Per Item	0	\$ 0.30	\$ -
Reversal (Manual) Per Item/File	0	\$ 5.00	\$ -
Return Per Item	0	\$ 6.00	\$ -
Notification of Change Per Item	0	\$ 2.00	\$ -
Direct Send FTP Per ACH File	0	\$ 10.00	\$ -
EDI Monthly Reporting, Per Company	0	\$ 25.00	\$ -
ACH Positive Pay Monthly Fee/Per Account	0	\$ 25.00	\$ -
ACH Filter/Debit Block Monthly Fee, Per Account	0	\$ 30.00	\$ -
Reconciliation Services			
ACH and Check Positive Pay Bundle., Per Account	1	\$ 25.00	\$ 25.00
Check Reverse Positive Pay Monthly Maint., Per Account	0	\$ 25.00	\$ -
Check Positive Pay Upload, Per File	0	\$ 0.50	\$ -
Check Positive Pay Per Issued Check Item	164	\$ 0.06	\$ 9.84
Check Positive Pay Per Payee Name Verification Item	0	\$ 0.09	\$ -
Check Positive Pay Exception Item	0	\$ 1.00	\$ -
Full Recon including Check Positive Pay Monthly Fee	0	\$ 125.00	\$ -
CD-Rom Check Imaging Monthly Fee	0	\$ 15.00	\$ -
Remote Deposit Services			
Remote Deposit Now (per scanner)***	2	\$ -	\$ -
Mobile Remote Deposit Capture	0	\$ 25.00	\$ -
***Note: Two RDN Scanners provided to the City at no charge			
Sweep Services			
Line of Credit Sweep (Parent Acct) - monthly	0	\$ 100.00	\$ -
Line of Credit Sweep (per Child/Sub Acct) - monthly	0	\$ 25.00	\$ -
Money Market Sweep (Parent Acct) - monthly	0	\$ 75.00	\$ -
Money Market Sweep (per Child/Sub Acct) - monthly	0	\$ 25.00	\$ -
Zero Balance ZBA Sweep (Parent Acct) - monthly	1	\$ 25.00	\$ 25.00
Zero Balance ZBA Sweep (per Child/Sub Acct) - monthly	1	\$ 25.00	\$ 25.00
Wire Transfer Services			
Incoming Wire - Domestic *	0	\$ 10.00	\$ -
Incoming Wire - International (Foreign Currency)*	0	\$ 20.00	\$ -
Incoming Wire - International (US Dollars)*	0	\$ 20.00	\$ -

Outgoing Wire - Domestic/International USD/FX (Manual)*	0	\$ 100.00	\$ -
Outgoing Wire via Internet Banking - Domestic or FX**	0	\$ 5.00	\$ -
Outgoing Wire via Internet Banking - Low Volume	0	\$ 20.00	\$ -
Outgoing Wire via Internet Banking - International USD**	0	\$ 20.00	\$ -
Drawdown Wire	0	\$ 100.00	\$ -
Returned Wires Fee*	0	\$ 10.00	\$ -

All fees are subject to analysis unless otherwise noted

*Denotes hard dollar charge

**Fee analyzed if initiated via online banking

Analysis Fees	\$ 955.84
Less Earnings Credit	\$ (1,153.27)
Net Analysis Fees	\$ (197.43)
Net Fees (Must be > \$0.00)	\$ (197.43)
* Plus Hard Dollar Charges	\$ -
Total Fees for Comparison	\$ (197.43)

ServisFirst

Average Collected Balance	\$ 250,000.00	\$33,459,100.69
- Reserve Requirement	\$ -	
Average Net Collected Balance	\$ 250,000.00	
Earnings Credit Rate	5.40%	
Average Net Collected Balance to offset ServisFirst Fees	\$ 207,202.91	
Overage/(Shortfall) to offset fees	\$ 42,797.09	
Could have covered fees of	\$ 1,153.27	
Cover/(Short) fees of	\$ 197.43	

EXHIBIT A: FEE PROPOSAL

BANKING SERVICE FEES

CITY OF OPA-LOCKA

Banks			
Average Balance			\$33,459,100.69
Less Average Deposit Float		-	17,123.50
Average Collected Balance			33,441,977.19
Less Reserve Requirement	0.00%		0.00
Avail Bal for Earnings Credit			33,441,977.19
Net Available Balance for Investment			33,441,977.19
Earnings on Available Balance	Rate %	5.40%	1,805,866.77
Total Charges for Services			955.84
Net Charge for Services			0.00

SERVICE DESCRIPTION	Volume	Unit Cost	Total Charge for service
Balance and Compensation Information			
Deposit Coverage	33459	\$ -	\$ -
Total		\$	-
General Account Services			
Account Maintenance	14	\$ 20.0000	\$ 280.00
Checks Paid	164	\$ 0.1000	\$ 16.40
Deposited Items	300	\$ 0.1000	\$ 30.00
Deposits Credit	34	\$ 0.5000	\$ 17.00
Transaction Limit	47	\$ -	\$ -
Transaction Limit	641	\$ -	\$ -
Online Stop Payments	17	\$ 25.0000	\$ 425.00
Negative Collected Bal	0	\$ -	\$ -
Total		\$	768.40
Wire Transfer Services			
Wire Transfer Module - <i>see note below</i>	1	\$ 75.0000	\$ 75.00
Incoming Domestic Wire Transfer	0	\$ 10.0000	\$ -
Incoming International Wire Transfer	0	\$ 20.0000	\$ -
Incoming International FX Wire Transfer	0	\$ 20.0000	\$ -
Outgoing Domestic Wire Transfer	0	\$ 5.0000	\$ -
Outgoing International Wire Transfer	0	\$ 20.0000	\$ -
Total		\$	75.00
Note: Wire Transfer Module includes eServis			
Online Banking, Wire, and ACH Access			
Liquidity Management Services			
ZBA Master Account Monthly Maint <i>see note</i>	1	\$ 25.0000	\$ 25.00
ZBA Sub Account Monthly Maint <i>see note</i>	1	\$ 25.0000	\$ 25.00
Total		\$	50.00
\$25 Per each master and sub ZBA account - City didn't indicate how many			
Business Online Banking (BOB)			
D1B/Epartner Monthly Maintenance* <i>see note</i>	1	\$ -	\$ -
Additional Accounts	8	\$ -	\$ -
Additional Accounts	12	\$ -	\$ -
Total		\$	-
Note: Business Online Banking (BOB) fee is included with Wire Transfer Module			
ACH Services			
ACH Credits Received	163	\$ 0.1500	\$ 24.45
ACH Debits Received	21	\$ 0.1500	\$ 3.15
Total		\$	27.60
Fraud Mitigation Services			
Positive Pay Per Acct Maint	4	\$ -	\$ -
Positive Pay Module Monthly Fee	1	\$ 25.0000	\$ 25.00
Positive Pay Checks Uploaded	164	\$ 0.0600	\$ 9.84
Positive Pay Per Check Exception	0	\$ 1.0000	\$ -
Positive Pay per ACH Exception	0	\$ 1.0000	\$ -
Total		\$	34.84
Remote Deposit Capture Services			
Office Deposit Monthly Service - <i>see note below</i>	1	\$ -	\$ -
Office Deposit Per Item <i>see note below</i>	300	\$ -	\$ -

Total		\$ -	
<i>Note: Two RDC Scanners will be provided to the City at no charge - Office Deposit Per Item</i>			
<i>Charge included with Deposited Items</i>			
Cash Vault Services ***			
Cash Vault Deposit Ticket	40	\$ -	\$ -
Cash Vault Cash Deposit Per 100 - CNB	82	\$ -	\$ -
Cash Vault Cash Deposit Per 1000 - PB	8	\$ -	\$ -
Cash Vault Cash Deposit Per 100 - CNB	13	\$ -	\$ -
Cash Vault Cash Deposit Per 1000 - PB	1	\$ -	\$ -
Cash Vault Non Standard Coin Deposit	14	\$ -	\$ -
Total		\$ -	
Total Service Fee Offset With Balances		\$ 955.84	
<i>***Note: Based on the Addendum released 5/13/2024, the city does not accept cash and therefore will not need cash vault services.</i>			



References

ServisFirst Bank

www.servisfirstbank.com

ServisFirst Bancshares

www.servisfirstbancshares.com

SIMILAR PROJECTS AND REFERENCES

Name of Company: **Palm Beach County**
Address: P.O. Box 4036, West Palm Beach FL 33402
Point of Contact: John Burford
Phone Number: 561-355-2960
Services Provided: Full Treasury Suite
Dates of Service: Current Client

Details:

We are a strategic investment partner with the County of Palm Beach. With all their knowledge on staff, I'm pleased to be a strategic advisor for all the County's banking and Treasury Management needs. Currently we are a primary core deposit holder of theirs and hold a substantial sum of funds clearing our bank. Their team of on staff and board advisors has identified SFB as one of the safest Financial Institutions nationally. Accounts, reporting, blocks, fraud mitigation to name a few of the services. John Burford would be a great reference and further share very important information on risk tolerance when comparing funds vs. deposits held at Financial Institutions.

Team:

Jon Kolb is the RM/TMO and our overall support team assists on their daily needs as proposed to the city.

Name of Company: **Town of Palm Beach**
Address: 360 S County Road, Palm Beach FL 33480
Point of Contact: James Mc Innis or Amy Wood
Phone Number: 561-227-6331 or 561-227-6332
Services Provided: Full Treasury Suite
Dates of Service: Current Client

Name of Company: **City of Hueytown**
Address: P.O. Box 3650, Hueytown AL 36023
Point of Contact: Kevin Fouts
Phone Number: 205-491-0650
Services Provided: Full Treasury Suite
Dates of Service: Current Client

Name of Company: **Safe Children Coalition Inc.**
Address: 1500 Independence Blvd. Ste 210, Sarasota FL 34234
Point of Contact: Stacey Walker CFO
Phone Number: 941-487-3392
Services Provided: Full Treasury Suite
Dates of Service: Current Client

Details:

Safe Children was referred to us through a 3rd party requesting if we could help them improve their banking experience, their prior bank was with Wells Fargo and Truist. The client's complaint was that they were underbanked, lacking service, support, turnaround times, and partnership.

We took a deep dive understanding who they are which is a business that focuses on children of need, foster families, low-income families etc. With about 4,500 families served monthly we found solutions to solve for check cashing, check writing, fraud mitigation, improved reconciliation with accounting software and full treasury suite. We completely changed the way they disburse funds to families with reloadable cards of 4,000 monthly, improving their cash flow and making a big impact with the families they served. We created an onboarding plan, mapped the tasks for all parties involved and seamlessly migrated them over. We continue our dialogue on a regular basis and provide ongoing daily and strategic guidance. All of their services map similar to that of the city's requirements and future needs. Please give Stacey a call as we are proud to serve them as a client that does so much for our communities.

Team:

Jon Kolb is the RM/TMO and our overall support team assists on their daily needs as proposed to the Town.

Name of Company: **Virtus Health**
Address: 8237 Vicela Dr Sarasota, FL 34240
Point of Contact: Jon Evans CEO
Phone Number: 941-342-8811
Services Provided: Full Treasury Suite
Dates of Service: Current Client

Details:

Virtus Health provides services to children with disabilities. They provide daily care, school, education and rehabilitation to children with Down Syndrome. Recognizing a large need in Florida for care Jon Evans embarked on a journey to solve to a significant gap in programs and services to aid families.

Another referral to Virtus Health to aid them with their current bank Truist and Bank of America. They expressed displeasure with their current banks and desired more from their banking relationship. From our first meeting, we listened to their needs, identified issues, gaps in service and technology. Thereafter, we tackled their concerns about how to streamline reconciliation, mitigate fraud risks, and provide additional technology to assist in their daily activities. All of their services map similar to that of the city's requirements and future needs. Please reach out to Jon for an excellent review of SFB!

Team:

Jon Kolb is the RM/TMO and our overall support team assists on their daily needs as proposed to the Town.

Name of Company: **City of Montgomery**
 Address: 103 North Perry St. Montgomery, AL
 Point of Contact: Betty P. Beville CFO
 Phone Number: 334-625-2023
 Services Provided: Full Treasury Suite
 Dates of Service: Current Client

Projects and References Continued

CITY OF PANAMA CITY
 PANAMA CITY PORT AUTHORITY
 THE CHIEF FINANCIAL OFFICER
 BRIGHTEN ACADEMY INC
 DOUGLAS COUNTY SCHOOLS
 PROBATE COURT OF DOUGLAS COUNTY
 CITY OF CLAY, ALABAMA
 HOLT FIRE DISTRICT
 SCHOOL BOARD OF OKALA COUNTY
 MOBILE AIRPORT AUTHORITY
 NAVIGATE AFFORDABLE HOUSING
 HOUSTON COUNTY DISTRICT
 HOUSTON COUNTY SCHOOLS
 PREMIER HEALTHCARE
 SPECTRACARE
 DEVELOPMENT AUTHORITY
 HUNTSVILLE UTILITIES
 JACQUELINE ANDERSON
 JEFFERSON COUNTY PROBATION DEPARTMENT
 JEFFERSON COUNTY TREASURY DEPARTMENT
 JEFFERSON COUNTY, ALABAMA
 SMITH JACQUELINE A
 DEBRA KIZER CIRCUIT CLERK
 HUNTSVILLE PUBLIC LIBRARY
 CITY OF FOREST HILLS
 WELLSTONE INC
 ALABAMA ASSOCIATION
 ALABAMA COMMISSIONER OF REVENUE
 ASSOCIATION OF COUNTIES
 MONTGOMERY
 EDUCATION
 SUPREME COURT OF ALABAMA
 U S DISTRICT COURT,
 MOBILE CO WATER SEWER
 MOBILE COUNTY WATER, SEWER & GAS
 ALABAMA MUNICIPAL INDEPENDENT SCHOOLS
 CHILDREN'S CENTER OF

TOWN OF HUNTERSVILLE
 MADISON COUNTY COMMUNITY DEVELOPMENT
 MADISON COUNTY COMMUNITY DEVELOPMENT
 MADISON COUNTY LICENSING
 THE HEALTH CARE AUTHORITY
 STATE OF GA OFFICE OF
 BOARD OF COUNTY COMMISSIONERS
 TOWN OF PALM BEACH
 BRADFORD W CARAWAY
 FLORIDA COMMISSION OF
 ALABAMA STATEWIDE 9TH
 CIRCUIT COURT OF MONROE
 CITY OF MONTGOMERY
 DOUGLAS COUNTY DISTRICT
 DOUGLAS COUNTY LAW LIBRARY
 DOUGLAS COUNTY SHERIFF
 DOUGLASVILLE-DOUGLAS
 CITY OF PENSACOLA
 ESCAMBIA COUNTY BOARD OF
 ESCAMBIA COUNTY PROBATION DEPARTMENT
 SANTA ROSA ISLAND AUTHORITY
 CITY OF MOBILE
 MOBILE COUNTY BOARD OF
 MOBILE COUNTY TREASURY
 PROBATE COURT OF MOBILE
 STATE OF ALABAMA
 GEORGE C. WALLACE COLLEGE
 JEFFERSON COUNTY SHERIFF
 MOBILE PUBLIC LIBRARY
 HOUSING AUTHORITY OF
 CITY OF GRAYSVILLE
 CITY OF PELHAM
 TOWN OF WEST JEFFERSON
 STERRETT VANDIVER WA
 AUBURN UNIVERSITY
 BIRMINGHAM-JEFFERSON

CITY OF BIRMINGHAM DISTRICT
 CITY OF HUEYTOWN
 CITY OF LEEDS
 SPECIAL CARE FACILITY
 ALABAMA LEAGUE OF MUNICIPAL GOVERNMENTS
 ALABAMA MUNICIPAL FIRE
 ALABAMA STATE BOARD
 H COUNCIL TRENHOLM
 HEALTH SERVICES, INC
 MUNICIPAL WORKERS CO
 TROY UNIVERSITY
 DOTHAN AREA CONVENTION
 DOTHAN CITY BOARD OF
 DOTHAN PREPARATORY A
 DOTHAN-HOUSTON
 COUNT
 HOUSTON CO JUDGE OF
 HOUSTON COUNTY EDUCATION
 TOWN OF WEBB
 REGIONAL PLANNING CO
 HILLSBOROUGH COUNTY
 SCHOOL TRUSTEES TOWN
 CLINTON UTILITIES BO
 ALABAMA COMMUNITY CO
 MONTGOMERY COUNTY
 CO
 STATE OF ALABAMA
 EAST CENTRAL BALDWIN
 FAIRHOPE INTERMEDIATE
 NORTHEAST ALABAMA CO
 ALABAMA CATTLEMEN'S
 FORESTFUND
 INDUSTRIAL DEVELOPMENT
 MONTGOMERY COUNTY
 DE

Letter of Recommendation I



Safe Children Coalition, Inc.
1500 Independence Blvd., Suite 210
Sarasota, FL 34234
P: 941-371-4799
www.sccfl.org

April 24, 2024

Sarasota Chamber of Commerce
1945 Fruitville Road
Sarasota, Florida 34236

Dear Selection Committee,

It is my pleasure to recommend Jon Kolb for the Leadership Program organized by the Sarasota Chamber of Commerce.

Over the past two years, Jon has been instrumental in advancing our organization's technology and refining our processes. His expertise in treasury management has modernized our systems, transitioning us from paper checks to electronic fund transfers (EFT) for vendors and introducing procurement cards for 1,600 foster/adoptive parents. With Jon's guidance, we have achieved significant improvements in efficiency, accuracy, and customer satisfaction.

Jon possesses a unique blend of leadership skills, community involvement, and a genuine desire to make a difference. He is a highly motivated and results-oriented individual who is always willing to go the extra mile. His passion for leadership and his deep understanding of the Sarasota community makes him an ideal candidate for the Leadership Program.

I am confident that Jon would not only benefit from your program but also contribute significantly to its success. He is an exceptional leader who is committed to developing his skills and using them to make a lasting impact on the Sarasota community.

In conclusion, I highly recommend Jon Kolb for the Leadership Program. His proven leadership abilities, dedication to the Sarasota community, and ambition to strengthen his skills make him an exceptional candidate. I am confident that Jon's participation in the program will not only benefit him personally but will also have a positive impact on the Sarasota community.

Sincerely,

Stacey Walker
Chief Financial Officer

Safe Children Coalition is a community-based care lead agency contracted with the Department of Children and Families. Our Mission is to protect children, strengthen families and build community. Our Vision is that all children grow up in safe, stable, nurturing families and communities.

Letter of Recommendation II

Jon Kolb, CTP

From: Steve Schwartz <sschwartz@qualityenclosures.com>
Sent: Thursday, April 18, 2024 1:50 PM
To: pbartosik@sarasotachamber.com
Cc: Jon Kolb, CTP
Subject: Jon Kolb / Letter of Recommendation

To Whom It May Concern,

I am delighted to write this letter of recommendation for Jon Kolb, who has distinguished himself as Senior Vice President of Treasury Management Sales at Servis1st Bank. During our experience in the last few years, Jon has consistently demonstrated exceptional expertise and an unwavering commitment to Quality Enclosures' financial strategies, particularly concerning banking, financial security, and treasury management.

Jon's role has been pivotal in reshaping our approach to these areas. His contributions have not only enhanced our strategic planning but have also solidified our standing in the industry. His advice is always underpinned by a profound understanding of the markets and various business sectors, reflecting his extensive experience and deep knowledge.

What sets Jon apart is not only his professional acumen but also his remarkable personal qualities. He is a wonderful person who is always approachable and earnest in his communications. Working with him is invariably a pleasure; he brings enthusiasm and wisdom that enriches our team. Each interaction with Jon leaves us more knowledgeable and confident in our decisions, underscoring his role as a trusted advisor and respected leader.

Jon's ability to convey complex information clearly and effectively makes him a sought-after advisor within our organization. His positive attitude and the respect he commands in the industry are genuinely inspiring.

I recommend Jon Kolb without reservation for any endeavor he chooses to pursue. He will undoubtedly bring the same excellence and dedication that have greatly benefited us at Quality Enclosures.

Please get in touch with me if you require any further information.

Warm regards,

Steve Schwartz
President, CEO
sschwartz@qualityenclosures.com
2025 Porter Lake Drive
Sarasota, FL 34240
941.378.0051 Ext. 301



Letter of Recommendation III



eComSystems, LLC
8237 Vicela Drive
Sarasota, Florida 34240
941.308.6308 office
941.232.1241 mobile
eComSystems.com

April 19, 2024

Mr. Pete Bartosik
Sarasota Chamber of Commerce
VIA EMAIL: pbartosik@sarasotachamber.com

RE: Letter of recommendation for Jon Kolb, Class of 2025 Leadership Sarasota applicant

Dear Mr. Bartosik,

It is with great enthusiasm and heartfelt sincerity that I offer this letter of recommendation for Jon Kolb in support of his Leadership Sarasota application, Class of 2025.

I have had the honor and privilege of knowing Jon for approximately three years, having met him on a professional basis as we made a banking relationship transition to his organization, ServisFirst Bank. Jon is the epitome of personal engagement and customer service. He immediately familiarized his team with our organization, anticipating our needs, offering solutions and ways to improve. Jon invested his knowledge and experience on our behalf as if he were one of our own employees. After working with impersonal bank executives for many years, Jon restored our faith in how a relationship should work and exemplifies that without fail. Jon is a thoughtful, intelligent, caring, competent, communicative, helpful, kind leader, just the kind of person you would want to be part of Leadership Sarasota.

It's not hard to also understand how Jon has become a friend. In an ever-changing business and world environment, it's very difficult to find people to trust. Jon has proven to be an honest and trustworthy man. He has gone above and beyond the structure of his role to assist me with other needs, most recently a personal real estate purchase, providing his expertise and introducing me to lenders with no benefit to himself or his bank. Jon works this way with everyone throughout the Sarasota-area, building relationships and strengthening our community.

I can't think of a better candidate for your program nor adequately emphasize my recommendation that you accept his application to the Leadership Sarasota Class of 2025. Should you wish to discuss any aspect of my experience or perspective related to Jon, please contact me anytime at your convenience.

Sincerely,


Jon Evans
President & CEO

941.232.1241 voice/text
Jon@eComSystems.com



Additional Forms

ServisFirst Bank

www.servisfirstbank.com

ServisFirst Bancshares

www.servisfirstbancshares.com

RFP NO. 24-0516200

BANKING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a City 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: ServisFirst Bank

Address: 1718 Main Street

City, State, Zip: Sarasota, FL 34236 Phone/Fax: 813-751-0835

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

3. If Corporation, state: Florida

Date of Incorporation: 4/28/05 State in which Incorporated: Alabama

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 2/28/11

5. Name and Title of Principal Officers Date Elected:

ServisFirst Bank is a publicly traded Financial Institution

6. The length of time in business: 19 years

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

13 years

8. A copy of City 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.

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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, Federal, or other agency.

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

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

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

RFP 24-0516200
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - CITY OF MIAMI DADE

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

Signed, sealed and delivered in the presence of:

Supenne Johnson
Witness

[Signature]
Witness

By: [Signature]
Signature

Jon Kolb, Treasury Management Sales
Print Name and Title

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:

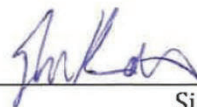
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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 Jon Kolb the Treasury Management Sales
 Of ServisFirst Bank (Name) (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.

5-10-2024

Date



Signature

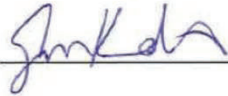
responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(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 Jon Kolb

RFP NO: 24-0516200

PRICE PROPOSAL FORM
BANKING SERVICES

The Proposer should submit the rates, fees, charges and terms and conditions associated with each banking service. Please review attachment EXHIBIT A: Fee Proposal.

SUBMITTED
THIS 16th DAY OF May, 2024

BID SUBMITTED BY:

ServisFirst Bank
Company

813-751-0835
Telephone Number

Jon Kolb
Name of Person Authorized to
Submit Bid

N/A
Fax Number


Signature

jkolb@servisfirstbank.com
Email Address

Treasury Management Sales
Title

RFP 24-0516200

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.

RFP 24-0516200
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: Jon Kolb

Title: Treasury Management Sales

State of Florida City of Florida

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 10 day of MAY, 2024.

By Jon Kolb

Personally known ☒ OR produced identification _____

Notary Public _____
My Commission Expires 03/07/25



SERVISFIRST BANK
CASH MANAGEMENT MASTER SERVICES AGREEMENT

Part 1:	MSA Terms and Conditions	2
Part 2:	Specific Service Terms and Conditions	15
▪	Business Online Banking Service Terms	15
▪	Automated Clearing House Entry Origination Service Terms	17
▪	ACH Positive Pay Terms	27
▪	Wire Service Transfer Terms	29
▪	Central Vault Service Terms	36
▪	Lockbox Remittance Processing Service Terms	39
▪	Check Positive Pay Service Terms	40
▪	Remote Deposit Service Terms	43
▪	Sweep Account Service Terms	51

Terms that apply to specific Services shall apply as of the date that ServisFirst approves the enrollment in the Service by or on behalf of Customer, as evidenced by the earlier to occur of ServisFirst's performance of the first transaction or service under the Service or issuance to Customer or the Lead Customer, on behalf of Customer, of the access code or other means of access necessary to use the service.

The individual signing for Customer below represents and warrants that he or she has all requisite legal authority to sign this document as Customer's Authorized Representative pursuant to Customer's resolutions previously furnished to ServisFirst.

CUSTOMER

SERVISFIRST BANK

By: _____

Printed Name:

Its:

Date:

By: _____

Printed Name:

Its:

Date:

SERVISFIRST BANK
CASH MANAGEMENT MASTER SERVICES AGREEMENT

This Cash Management Master Services Agreement (“this MSA” or “this Agreement”) is entered into by and between **SERVISFIRST BANK**, an Alabama banking corporation (“ServisFirst”), and the company identified in the Enrollment Documentation (“Customer”). This MSA applies to and governs the use of Services (as that term is defined below) provided or to be provided by and/or through ServisFirst. This MSA supersedes and replaces all prior versions and editions of the ServisFirst Bank Cash Management Services Master Services Agreement effective as of the date set forth below ServisFirst's signature to this MSA. By enrolling in any Service, or by using or allowing any others to use any Service in relation to any of Customer's Accounts, Customer accepts and agrees to the terms and conditions of Part 1 of this MSA, which is applicable to all Services, as may be in effect from time to time. Customer also accepts and agrees to the terms and conditions of those Sections in Part 2 of this MSA that apply to or govern the specific Services in which Customer has enrolled, as provided herein.

PART 1: MSA TERMS AND CONDITIONS

1. Services.

a. ServisFirst will provide those cash management services selected by Customer from time to time by enrolling in accordance with ServisFirst's procedures and subject to ServisFirst's approval, including, without limitation, credit approval (the “Services”), the details and specific terms of which are described in this MSA. Part 1: “MSA Terms and Conditions” of this MSA is effective as of the date Customer's enrollment in the first Service is approved by ServisFirst. Once enrollment in a specific Service is approved by ServisFirst, the applicable Service terms in Part 2 of this MSA, in addition to Part 1: MSA Terms and Conditions, will apply to each such Service. ServisFirst may from time to time amend the terms of this MSA or any related procedures or requirements (whether provided electronically or in paper form, the “Service Documentation”) upon notice to Customer as provided herein in Section 20. In the event of any direct conflict between the terms of Part 1 and the terms of Part 2, the terms of Part 2 will control over the terms of Part 1, but only to the extent of the direct inconsistency and only for the specific Service at issue. Customer authorizes ServisFirst to request and obtain from time to time credit reports and similar financial information relating to Customer, its operations and business, which reports and information ServisFirst may use for any legitimate business purpose, including, without limitation, the evaluation of the solvency or creditworthiness of Customer.

b. In order to enroll for and use a Service, Customer must complete, execute and/or accept the applicable enrollment forms required by ServisFirst (whether provided electronically or in paper form, the “Enrollment Documentation”). Customer must designate one or more deposit accounts maintained at ServisFirst for use with the Service (each, an “Account”). Each Account shall be subject to the terms hereof and of the Account Agreement. “Account Agreement” means the agreement between ServisFirst and Customer regarding an Account, including, without limitation, ServisFirst's Rules and Regulations Governing Deposit Accounts. In the event of any direct conflict between the terms of this MSA and the terms of the Account Agreement, the terms of this MSA will control over the terms of the Account Agreement, but only to the extent of the direct inconsistency. ServisFirst, in its discretion, may not permit Customer to use the Service until ServisFirst has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until ServisFirst has, in its sole discretion, approved Customer's enrollment in the Service and had a reasonable opportunity to activate the Service. Approval of enrollment by ServisFirst shall be deemed given upon the earlier of: notice thereof by ServisFirst to Customer (including the Service Administrator); or grant of access by ServisFirst to Customer (including the Service Administrator) to use the Service. In any event, Customer agrees that the use by Customer or any Authorized User (as defined below in Section 11(d)) of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to ServisFirst's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this MSA, or the

Service Documentation, or otherwise prescribed by ServisFirst. The terms of the Enrollment Documentation or Service Documentation supplement the terms of this MSA and constitute part of the agreement between Customer and ServisFirst for the use and provision of the applicable Service(s), and Customer agrees to observe and comply with all of such terms in the use of any applicable Service. Services are provided generally on Business Days, except as otherwise expressly provided. "Business Day" means a day on which ServisFirst is open to the public for carrying on substantially all of ServisFirst's business, other than a Saturday, Sunday, or holiday.

Customer agrees to comply with all federal, state and local law applicable to its performance hereunder, its business generally, or its receipt of Services hereunder and its execution of orders and instructions hereunder ("Applicable Law"). The definition of Applicable Law may be supplemented by the Service Terms in Part 2: Specific Service Terms and Conditions.

2. Fees; Payment Terms. Customer agrees to pay those fees (the "Fees") specified in the applicable Cash Management Fee Schedule. All Fees for Services are immediately due and payable. Customer hereby authorizes ServisFirst to deduct such Fees from the payment account designated by Customer for such purpose (each, a "Payment Account"). Customer agrees to maintain sufficient available funds in the Payment Account to support any transaction initiated under the Services. If the Customer does not have sufficient funds available in the Payment Account on the payment due date, Customer shall pay any amounts due immediately upon demand, and Customer agrees that ServisFirst may debit any Account or other account maintained by Customer with ServisFirst or that ServisFirst may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations. In the event Customer does not maintain a deposit account with ServisFirst, or if the balance in such account is insufficient to cover any such Fee due, ServisFirst agrees to send a monthly statement of the Fee amount due, and Customer agrees to pay such Fee within thirty (30) days from the date of the notice. All such payments due hereunder, unless deducted by ServisFirst pursuant to this Section 2, shall be sent to ServisFirst Bank, Cash Management Services, at its payment address set forth in the notice. ServisFirst reserves the right to charge a fee for any payments returned unpaid, whether due to insufficient funds or otherwise. ServisFirst may amend any fee or payment term upon notice to Customer as provided herein.

3. Termination. Any Service may be terminated by either party upon thirty (30) days' prior written notice to the other. ServisFirst may also terminate or suspend all or any part of the Services without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in Customer's business or financial condition; (c) ServisFirst has reason to believe that Customer has engaged in fraudulent or illegal activity or that such activity has or may have occurred through Customer or its systems or networks; (d) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (e) Customer violates the terms of this MSA or any related procedures or requirements, or any other agreement or financing arrangement with ServisFirst; (f) Customer fails to provide financial information reasonably requested by ServisFirst; (g) ServisFirst determines it is impractical or illegal to provide any Services because of changes in laws, regulations or rules; or (h) ServisFirst, in good faith, is unable to satisfy itself that any transaction or Service has been properly authorized by Customer. Notwithstanding any termination, the terms of this MSA shall apply to all transactions which have been initiated prior to termination. No termination of any Service for any reason shall relieve Customer of any liability for Customer's obligations which have accrued prior to the effective time of termination or for Customer's obligations and duties hereunder which by their nature or by express provision are intended to survive termination. Following any termination of a Service, Customer shall pay or perform any and all related outstanding obligations, and return to ServisFirst any and all related Service materials and confidential information, promptly upon ServisFirst's demand. No termination or suspension of any Service by ServisFirst, and no failure on the part of ServisFirst to demand payment or performance of any outstanding obligations, shall limit ServisFirst's right to pursue any recourse and remedies available to ServisFirst in the event of breach by Customer of any terms, provisions, or conditions of this MSA.

4. Performance; Disclaimer of Warranties.

a. ServisFirst will exercise ordinary care in performing this MSA and the Services and will be responsible for any loss sustained by Customer to the extent (but only to the extent) such loss is directly caused by ServisFirst's willful misconduct or failure to exercise ordinary care. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care. Customer acknowledges and agrees that ServisFirst may perform the Services through third-party contractors or service providers; *provided, however*, that no such performance through third parties will relieve ServisFirst of its obligations hereunder, including, without limitation, its standard of performance. **CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE CONSEQUENCES OF ANY MISUSE OR UNAUTHORIZED USE OF OR ACCESS TO SERVICES OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION OR INSTRUCTIONS OF CUSTOMER BY CUSTOMER'S EMPLOYEES, AGENTS OR OTHER THIRD PARTIES.**

b. ***SERVISFIRST MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR COMPUTER VIRUS, QUIET ENJOYMENT, OR SUITABILITY OF ANY SERVICE FOR CUSTOMER, ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR AS TO THE COMPATIBILITY OF SERVISFIRST'S SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE OF CUSTOMER. EACH SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE."***

c. Customer acknowledges and agrees that ServisFirst, in its sole and absolute discretion, may arrange for third party service providers (the "Third Party Service Providers") to provide certain Services, or elements, functions, or features thereof or products relating thereto, to Customer and that Customer may be required to enter into contracts directly with Third Party Service Providers in order to obtain such Services ("Third Party Service Agreements"). Customer acknowledges that ServisFirst is not a party to any Third Party Service Agreement, except to the extent that ServisFirst otherwise expressly agrees in writing, and Customer agrees that ServisFirst assumes no responsibility for, and shall have no liability to Customer for, the performance, nonperformance, or negligent performance of any obligations under any Third Party Service Agreement. Customer agrees to look solely to the Third Party Service Provider, and not to ServisFirst, for the performance of any applicable Third Party Service Agreement, for the enforcement of any rights or remedies thereunder, and for the delivery of the Service contemplated thereby. No breach or default by any Third Party Service Provider under any Third Party Service Agreement shall in any way relieve Customer of Customer's obligations to ServisFirst under this MSA or allow Customer to withhold the performance thereof. Customer further agrees to indemnify, defend, and hold harmless ServisFirst from and against any and all liability, losses, or claims arising out of or in any way related to any breach or default on the part of Customer with respect to any Third Party Service Agreement. In the event of a conflict between the terms of this MSA and those of any Third Party Service Agreement, the terms of the Third Party Service Agreement shall control with regard to the relationship between Customer and the Third Party Service Provider and the Third Party Service Provider's provision of the Service contemplated thereby. The provisions of this subsection are not intended to limit or affect any other terms, provisions, or conditions of this MSA relating to Customer's dealings or relationships with third parties in the course of using the Services contemplated by this MSA.

d. As it relates to ServisFirst's provision of Services, Customer agrees to the following:

(i) Customer is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing Services. ServisFirst shall not be liable in any manner for such risk unless: (A) Customer follows the procedures described in materials for use of Services; and (B) Customer is assessed a penalty or late fee due

to ServisFirst's wrongful act or omission. In no event shall ServisFirst's responsibilities for such penalties or late fees exceed \$50.00

(ii) Customer will use Services in accordance with such reasonable rules as may be established by ServisFirst from time to time as set forth in this Part 1 of Agreement or Part 2 in respect of a particular Service, and as Part 1 and Part 2 may be amended from time to time by ServisFirst;

(iii) Customer assumes exclusive responsibility for the consequences of any instructions it may give to ServisFirst, for Customer's failures to access Services properly in a manner prescribed by ServisFirst, and for Customer's failure to supply accurate input information, including, without limitation, any information contained in an application.

(iv) Customer will verify and reconcile any out-of-balance condition, and promptly notify ServisFirst of errors in the foregoing within forty-eight (48) hours after receipt of the applicable detail report(s) from ServisFirst. If notified within such period, ServisFirst shall correct and resubmit all erroneous files, reports, and other data at ServisFirst's then standard charges, or at no charge, if the erroneous report or other data directly resulted from ServisFirst's error;

(v) Customer will be responsible for the payment of all telecommunication expenses associated with Services.

(vi) Customer acknowledges and understands its responsibility and liability as it relates to Customer's access to the Internet. ServisFirst assumes no liability or control over the Internet access of its on-site systems and remote employee or affiliate access.

5. Instructions From Customer. In performing the Services, ServisFirst shall be entitled to rely upon any direction or instruction which ServisFirst reasonably believes to be communicated by (a) Customer, including, without limitation, SMS text, telephone, email, and facsimile communication, or (b) of anyone purporting to be the duly authorized agent of Customer. Customer acknowledges and agrees that ServisFirst may refuse to follow or otherwise comply with Customer's instructions or directions if in its reasonable opinion or good faith belief such compliance exposes ServisFirst to any claim, liability or damage, including reputation damage, or ServisFirst in good faith questions the authenticity of such instructions or directions.

6. Miscellaneous Representations and Warranties. Customer hereby represents and warrants to ServisFirst as follows: (a) Customer will maintain in full force and effect during the term of this MSA all licenses, permits, consents and approvals, both governmental and private, required to operate its business in good standing in each of the jurisdictions in which it does business or as otherwise necessary or appropriate to use the Services; (b) Customer is a corporation, limited liability company, or other business entity, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is duly qualified to do business in all applicable jurisdictions; (c) The execution, delivery and performance of this MSA (i) are within Customer's corporate power, (ii) have been duly authorized by all necessary corporate action, and (iii) require no consent or approvals of or filings with any governmental or other regulatory agencies, other than filings in the ordinary course of business and filings that have already been made; (d) The person or persons executing the MSA on Customer's behalf has been duly authorized to do so, and the MSA constitutes Customer's legal, valid and binding obligation and is enforceable against Customer in accordance with its terms; (e) There are no suits, actions, proceedings or investigations pending or threatened against or involving Customer that could reasonably result in any material adverse change in Customer's contemplated business, condition, worth or operations or adversely affect Customer's ability to perform its obligations, duties and responsibilities hereunder; (f) The execution, delivery and performance of this MSA does not and will not result in any breach or default under any other document, instrument or agreement to which Customer is a party or by which Customer or any of Customer's property is subject or bound; (g) Customer is solvent, is able to pay its obligations as they become due, and is not and shall not be engaged in any business or transaction for which its remaining capital is or may be unreasonably small; (h)

Customer has not commenced any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of or for debtors, seeking to have an order for relief entered with respect to itself or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to itself or its debts; (i) Customer has not sought appointment of a receiver, trustee, custodian or other similar official for itself or for all or any substantial part of its assets or made a general assignment for the benefit of its creditors; and (j) Customer shall not use the Services (or any portion thereof) for any improper or illegal purpose. Customer agrees that the representations and warranties given above are and shall be of a continuing nature, and shall be deemed given and remade upon each use of any of the Services.

7. Limitation of Liability.

a. ServisFirst shall only be liable to the Customer under this Agreement for its failure to exercise ordinary care or willful misconduct in performing Services for Customer. ServisFirst shall have no liability or responsibility to Customer with regard to any other matter, including, without limitation, its failure to honor a transaction if the Account has insufficient available Funds, its negligence, or breach of contract (unless it constitutes failure to exercise ordinary care or willful misconduct), any act or omission by any automated clearinghouse (“Automated Clearinghouse”) and any other financial institution, including the Federal Reserve ServisFirst, SWIFT, National Automated Clearinghouse Association (“NACHA”), and PaymentsFirst. ServisFirst shall have no liability to Customer for any nonperformance, damages, or losses due to strike, breakdowns (including mechanical and electrical), non-functioning of equipment, impossibility of performance, incompatible software or hardware, electronic data corruption, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or Vendors or Third Party Networks, suspension in payments by another financial institution, or other causes or circumstances beyond ServisFirst’s reasonable control, sometimes known as Force Majeure. Should ServisFirst become liable to Customer for its failure to exercise ordinary care or willful misconduct, such liability will be limited to actual damages proved. ServisFirst shall have no liability to Customer for any incidental, consequential, or special damages. Customer shall promptly furnish to ServisFirst written proof of any loss attributable to a Service and shall provide all reasonable assistance to ServisFirst in recovering the loss. If Customer is reimbursed for any loss by ServisFirst, ServisFirst shall be subrogated to all rights of Customer related thereto. Notwithstanding the provisions set forth above, any liability of ServisFirst for a transfer incorrectly made shall be limited to the amount of such transfer which is not recovered within a reasonable period of time. Customer agrees that ServisFirst, its officers, employees, agents, affiliates, attorneys, and contractors (collectively, the “ServisFirst Parties”) will not be liable for the quality of performance or lack of performance of any computer software or hardware supplied by ServisFirst to Customer.

b. Customer agrees that ServisFirst’s total liability for its provision of the Services shall be limited to direct, actual, final monetary damages incurred by Customer, and shall in no event exceed the total of Fees paid by Customer in connection with the relevant Service during the 12-month period immediately preceding the incurrence by Customer of such damages. In no event shall ServisFirst be liable for any loss or damage caused by computer software or telecommunications malfunction or a malfunction in any of the other systems used to provide the Services. *CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL SERVISFIRST HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR LOSS OF BUSINESS OPPORTUNITY), SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT OR OTHERWISE, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO OR COULD HAVE BEEN REASONABLY FORESEEN BY SERVISFIRST.*

c. ServisFirst will not be liable for:

i. the failure of Customer to maintain its security;

- ii. the Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or due authorization of any Entry received from the Customer);
- iii. non-performance, malfunction, or incompatibility of Customer's hardware or software, or the malfunction of the information reporting system beyond ServisFirst's reasonable control; or
- iv. any cause except the gross negligence or willful misconduct of ServisFirst's employees.

d. This section shall survive the termination of this Agreement and any Schedules, Forms, and Exhibits. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST THE SERVISFIRST UNDER THIS AGREEMENT.

8. Indemnification. Customer agrees to indemnify, defend and hold harmless ServisFirst, its successors and assigns, and the owners, directors, managers, officers, employees and agents of each (each, an "Indemnified Party"), from and against any and all claims, debts, liabilities, damages, demands, obligations, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), actions and causes of action in any way arising from or related to (a) the negligent or willful acts, omissions, or other misconduct of Customer or any of Customer's officers, employees, agents, servants, contractors or subcontractors relating in any way to use or misuse of the Services or any account connected thereto, and any dispute relating to or arising from such use or misuse, including, without limitation, disputes between Customer and ServisFirst, Customer and any third party, and any third party and ServisFirst, (b) Customer's breach of any representation or warranty contained herein, (c) ServisFirst's performance in a commercially reasonable manner of the Services contemplated by this MSA, (d) the enforcement of this indemnity including, but not limited to, a claim asserted by third parties for reimbursement or damages, (e) a breach or noncompliance with such Rules, Regulations, or operating procedures by Customer, (f) those resulting from the delay of any clearinghouse or any financial institution other than ServisFirst in crediting, or the failure of such institution to credit, the amount of any transaction, and (g) those arising out of or under the Electronic Funds Transfer Act, any applicable state electronic fund transfer rules or regulations or any rules or guidelines of any automated clearinghouse, except that such indemnification by Customer of ServisFirst shall not apply to those losses caused solely by the ServisFirst's failure to exercise ordinary care or willful misconduct. Customer agrees to hold ServisFirst harmless from any and all losses, costs, suits, expenses, liabilities, damages, and attorneys' fees arising from or related to ServisFirst acting in good faith in accordance with instructions or information if it has followed the procedures as contained in this Agreement, and agrees that ServisFirst assumes no responsibility beyond its duty to exercise ordinary care. Customer shall indemnify ServisFirst for any loss or liability from the breach of any of the warranties of an originating bank caused by Customer for any entries initiated by Customer. Customer agrees to hold ServisFirst harmless for all damages resulting from Customer's failure to follow all of its or ServisFirst's Security Procedures.

9. Physical and Electronic Security.

a. Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. ServisFirst is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained through the use of any electronic Service is obtained at Customer's own discretion and risk, and ServisFirst is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. ServisFirst is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems.

b. In addition, Customer shall be responsible for implementing any security measures necessary in Customer's determination to reduce the risk of loss or cyberattack against Customer, which security measures Customer agrees shall include, among other things, anti-virus software, physical and software firewalls, periodic updates to Customer's software and operating systems, Authorized User login information and physical security, dedicated hardware for online banking use with restricted access to the Internet. Customer agrees to consult with an information technology professional to determine security measures most appropriate for its business. Customer agrees to certify annually to ServisFirst that Customer has implemented and maintained these security measures.

c. Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). Customer agrees to educate Customer's Authorized Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that ServisFirst will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Authorized Users, agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the email. Customer should forward any suspected fraudulent or suspicious e-mail to cmsupport@servisfirstbank.com or as ServisFirst otherwise may direct from time to time. Customer agrees that ServisFirst is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or internet fraud.

10. Security Procedures for Services.

a. As to any security procedures agreed to by and between Customer and ServisFirst with respect to any Service (the "Security Procedures"), Customer represents that Customer has carefully considered the circumstances of Customer's use of the Service and the transactions and activity that Customer will effect through the Service, and Customer acknowledges and agrees that the Security Procedures, including, without limitation, any passwords, usernames, PINs, security devices, codes or other credentials used in connection therewith (the "Credentials"), and the Service administration function described below, constitute commercially reasonable security procedures under Applicable Law for the transactions and activity Customer intends to effect through the Service. Customer authorizes ServisFirst to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Customer has notified ServisFirst, according to notification procedures prescribed by ServisFirst, that the Security Procedures or any of the Credentials has been stolen, compromised, or otherwise become known to persons other than Authorized Users and until ServisFirst has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for ServisFirst to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer's Account, and Customer agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Customer's written signature in authorizing ServisFirst to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all transactions and activity effected through the Service through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Authorized Users, to the fullest extent allowed by law. Customer further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or instructions made through the Service and that Customer bears responsibility for detecting and preventing such error.

b. Customer agrees to keep all Security Procedures and the Credentials protected, secure, and strictly confidential and to provide or make available the same only to Authorized Users. Customer agrees to instruct each Authorized User not to disclose or provide any Security Procedures or the Credentials to any unauthorized person. Upon the request of ServisFirst, or as provided in any applicable Service Terms of Part 2 of this MSA or

any applicable Enrollment Documentation, Customer shall designate a security administrator to whom ServisFirst may distribute Credentials and with whom ServisFirst may otherwise communicate regarding Security Procedures (each, a "Service Administrator"). Customer's Service Administrator shall have responsibility to distribute Credentials to Customer's Authorized Users and to ensure the proper implementation and use of the Security Procedures by Customer's Authorized Users. Where Customer has the ability to change or modify any of the Credentials from time to time (e.g., a password or PIN), Customer agrees to change Credentials frequently in order to ensure the security of the Credentials. Customer agrees to notify ServisFirst immediately, according to notification procedures prescribed by ServisFirst, if Customer believes that any Security Procedures or any of the Credentials have been stolen, compromised, or otherwise become known to persons other than Authorized Users or if Customer believes that any Service transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, ServisFirst may issue Customer new Credentials or establish new Security Procedures as soon as reasonably practicable, but ServisFirst shall not be liable to Customer or any third party for any delay in taking such actions.

c. Customer agrees that ServisFirst may rely upon any written signature if in good faith believed by ServisFirst to be the genuine signature of an Authorized User. Each Authorized User is authorized to conduct any transaction within the scope of this MSA and, unless otherwise expressly provided in any applicable Service Terms of Part 2 of this MSA, any Authorized User may act alone. Customer agrees to notify ServisFirst immediately, according to notification procedures prescribed by ServisFirst, if the authority of any Authorized User shall change or be revoked. Customer shall recover and return to ServisFirst any Credentials in the possession of any Authorized User whose authority to have the Credentials has been revoked.

d. ServisFirst reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any of the Credentials, at any time and from time to time in ServisFirst's discretion. ServisFirst will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that ServisFirst may make any change in Security Procedures without advance notice to Customer if ServisFirst, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of ServisFirst's systems and assets. Customer's implementation and use of any changed Security Procedures and/or continued use of the Service after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

e. In the event of the breach of any applicable Security Procedure, Customer agrees to assist ServisFirst in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing ServisFirst or ServisFirst's agent access to Customer's systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the Security Procedure. Customer further agrees to provide to ServisFirst with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist ServisFirst shall be deemed an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by ServisFirst.

f. ServisFirst reserves the right to establish from time to time, in its discretion, limitations and restrictions with respect to Service transaction amounts, frequency of Service transactions, the types of Accounts that are eligible for Services, and other matters relating to the Services based on factors deemed significant by ServisFirst in its sole discretion. Customer agrees to abide by and be bound by all limitations and restrictions imposed from time to time by ServisFirst, and Customer acknowledges and agrees that such limitations and restrictions are for the sole protection of the ServisFirst. ServisFirst will endeavor to provide Customer with

reasonable notice of limitations and restrictions (except to the extent that the confidentiality thereof is necessary to maintain the security of ServisFirst's systems); provided, that ServisFirst may impose immediate limitations and restrictions, or make changes thereto, without advance notice to Customer if ServisFirst, in its judgment and discretion, believes the same to be necessary or desirable to protect the security of ServisFirst's systems and assets.

11. Reliance; Credentials; Authorization.

a. Where Customer designates any person as an "Authorized User" of a Service, such authorization shall be considered unlimited in scope, amount and manner and (to the extent permitted by Applicable Law) shall extend to such persons' designees, until Customer has (i) notified ServisFirst in writing that Customer has revoked the authorization and (ii) changed any applicable Credentials. Customer is and shall remain responsible for any transactions made by such persons or their designees until ServisFirst has received such notification and has had a reasonable opportunity to act upon the change of any Credentials.

b. If Customer selects certain Security Procedures to use in connection with a Service and those Security Procedures provide less protection against unauthorized transactions or activity than other Security Procedures offered by ServisFirst in connection with such Service, the Security Procedures selected by the Customer shall be deemed commercially reasonable to the same extent as the Security Procedures offered by ServisFirst that provide greater protection.

c. Customer will be required to use Credentials to obtain access to the Business Online Banking Service and Account information at ServisFirst. "Credentials" are user login credentials, which may include, without limitation, passwords, user ids, tokens or other means of authentication, or any combination of the foregoing. Customer authorizes ServisFirst to follow any instructions Customer or anyone else enters through the Business Online Banking Service using Customer's Credentials. Because Customer's Credentials can be used to access money and information about Customer's Accounts, Customer should treat the Credentials with the same degree of care and secrecy that it uses to protect its automated teller machine card, personal identification number or other sensitive personal financial data. Customer agrees not to give its Credentials, or make them available, to any person not authorized to access Accounts, and Customer agrees that ServisFirst may conclusively presume that if Credentials are used, such use is by Customer or its agents, including without limitation, its Service Administrator or another of Customer's Authorized Users. Customer also agrees to be solely responsible for and to release the ServisFirst and hold the ServisFirst harmless from and against any liability arising from or related to, any unauthorized use of Customer Credentials.

d. Customer agrees that the Service Administrator for each Service may designate Authorized Users for the Service (the "Authorized Users") and assign them specific functions and delegate specific permissions to them as provided in the Service Documentation. This Service Administrator function allows Customer to centralize and monitor access to the Service, the Accounts, and all transactions made using the Service and is part of the Security Procedures for the Service.

12. Information Obtained Through Services. Any Account, transaction, or activity information that is provided to Customer through a Service will include a date and/or time as of when such information is current. Customer acknowledges that such information may not reflect transactions and activity in process and may, therefore, differ from Customer's own records. The number of records available through any Service, and the period of time during which such records may be available, will be determined by ServisFirst from time to time in its discretion. ServisFirst makes no representation or warranty as to the completeness, accuracy, reliability, or currency of any third party information or data that Customer obtains through the use of any Services. Customer agrees to promptly and regularly review Account, transaction, and activity information that is made available through applicable Services and to notify ServisFirst immediately of any errors or suspected unauthorized transactions or activity, according to notification procedures prescribed by ServisFirst. Customer agrees not to rely or act upon any data or information obtained through the Services that Customer knows, or has reason to know, is erroneous, incomplete, or not current.

13. Electronic Records and Signatures. Customer agrees and consents to enter into agreements and to accept Service terms, conditions, and information electronically, and otherwise to transact Service business with ServisFirst electronically, as ServisFirst directs or requires. Customer agrees that Customer's use of electronic sounds, symbols, or processes required by ServisFirst to establish Customer's acceptance of or agreement to Service terms, conditions, and/or disclosures constitutes Customer's electronic signature and signifies Customer's intent to be bound. To the extent that any Service provides for the use and delivery of electronic records, Customer consents to the receipt of electronic records of Service information, documentation, and data in lieu of a hard or paper copy or version thereof. Customer agrees that Customer shall not alter any electronic information, data, or records furnished by ServisFirst, and Customer agrees that ServisFirst's record of any such information, data, or records is the best evidence of the information set forth therein. ServisFirst reserves the right to furnish to Customer, and the right to require Customer to furnish to ServisFirst, writings or paper copies of information, communications, data, or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in ServisFirst's discretion.

14. Legal Proceedings. Customer agrees that if its use of the Services or any account utilized in or for the Services becomes involved in any legal proceedings, or if ServisFirst reasonably believes such Services or account(s) are being used improperly or for improper purposes, Customer's use of and access to said Services or account(s) may be terminated, suspended or restricted by ServisFirst. Customer further agrees that ServisFirst shall be entitled to act upon any legal process served upon ServisFirst that ServisFirst reasonably believes to be binding, with no liability to Customer for doing so.

15. Confidentiality. All user guides, manuals, data, software, procedures, processes and other information provided to Customer in connection with any Service and all fee and pricing information with respect to the Services (the "Services Information") is the proprietary and confidential property of ServisFirst or its relevant licensors or suppliers. Customer agrees to use the Services Information only in the manner specified by ServisFirst and in the ordinary course of Customer's business, to return it to ServisFirst upon termination of the relevant Service, and to keep the Services Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Services Information is already in the public domain or Customer is required to disclose the Services Information by law.

16. Equipment and Software. If any Service requires equipment or software to be operated by Customer, the provision of the Service by ServisFirst shall be conditional on the proper use and maintenance of such equipment or software by Customer. If ServisFirst supplies equipment or software, ServisFirst shall remain the owner of such equipment or software, and Customer shall insure it, use it solely in the manner specified by ServisFirst and in connection with the relevant Service, not remove or modify any name or identifying mark on it, and return it to ServisFirst upon termination of the Service.

17. Extensions of Credit. Customer may be required to have specified amounts of collected funds in its accounts at ServisFirst in connection with particular Services. ServisFirst is not obligated to extend credit to Customer unless it has specifically agreed to do so in a separate writing. If ServisFirst extends credit to Customer by permitting overdrafts or use of uncollected funds in Customer's accounts or otherwise, the amount thereof shall be immediately due and payable, together with interest thereon at a per annum rate determined by ServisFirst from time to time, but not to exceed the maximum rate permitted by law. If ServisFirst should perform on behalf of Customer any Services that creates an overdraft or permits use of uncollected funds, such action shall not establish a course of dealing between the parties that shall require ServisFirst to perform any additional Services on behalf of Customer that would create an overdraft or permit use of uncollected funds. ServisFirst may without notice refuse to honor any order for payment, transfer or withdrawal of funds if such order would create an overdraft or permit use of uncollected funds, notwithstanding that ServisFirst may have previously allowed overdrafts or use of uncollected funds.

18. Notices.

a. All notices, demands, requests, or other communications which may be or are required to be given, served, or sent under this MSA shall be in writing and shall be delivered by (a) personal or hand delivery, (b) email or facsimile transmission, (c) nationally recognized express overnight delivery service (with charges therefor prepaid), or (d) certified or registered mail, return receipt requested (with postage therefor prepaid). Notices shall be deemed received upon (i) receipt, if hand or personally delivered, (ii) the next Business Day after the notice has been transmitted by email, facsimile or deposited with a nationally recognized express overnight delivery service, or (iii) the third Business Day after the notice has been deposited with the United States Postal Service. Notices shall be provided at the following addresses:

- i. If to Customer, to its address designated in the Enrollment Documentation.
- ii. If to ServisFirst, to the following address:
Attn: Cash Management
Suite 101
2500 Woodcrest Place
Birmingham, AL 35209

Any party may change the address at which it is to receive notices or the representative to whom notices are to be given by written notice to the other party in the manner set forth above.

b. Notices of amendments to this MSA may be made to Customer's address designated as provided in Section 18(a) above. Notices of fee changes or changes to procedures or requirements not set forth in this MSA may be sent to the Service Administrator.

c. Payments under Section 2 shall be made to ServisFirst at its address set forth on the applicable notice or otherwise provided to the Service Administrator as the payment address for the relevant Service.

d. Service-specific notices and communications may be sent to Customer's applicable Service Administrator.

19. Force Majeure. ServisFirst shall not be liable for, nor shall it be considered in breach of this MSA or any Schedule due to any failure of ServisFirst or its contractors or third party service providers to perform its obligations as a result of a cause beyond its control, including any act of God or a public enemy, civil unrest, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of Internet access, communications, computer systems or networks (including, without limitation, intentional interference or access), power or other utility, labor problem, unavailability of supplies, acts or omissions by third parties, incorrect, fraudulent, or unauthorized use or access by any person other than ServisFirst's employee, or any other cause, whether similar or dissimilar to any of the foregoing, beyond ServisFirst's reasonable control or other causes or conditions not wholly controlled by ServisFirst.

20. Modification and Amendment; Severability. ServisFirst may at any time in its absolute and sole discretion modify and amend the terms of this MSA, including, without limitation, the Service Documentation, the Fees and scope of Services. ServisFirst will give advance notice of any such modification or amendment not less than thirty (30) days prior to such modification or amendment taking effect, and Customer's continued use of the Services after the effective date of such modification or amendment shall be conclusive proof of Customer's acceptance thereof. In the event any provision of this MSA conflict with the requirements of applicable law, such provision shall be deemed amended as necessary to conform to such legal requirements. Where such conformity is not possible, the conflicting provision shall be severed and the remaining portions of the MSA shall continue in effect.

21. Waiver. No delay or omission by either party in exercising any rights or remedies under this MSA or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by the party to be bound.

22. Governing Law; Consent to Jurisdiction. This MSA, the Services and the relationship of the parties shall be governed by and construed in accordance with the laws of the State of Alabama and the United States of America, including OFAC-enforced sanctions. Any action at law, suit in equity, or other judicial proceeding for the enforcement of the MSA, or otherwise related to the Services, shall take place, at the option of ServisFirst (whether or not such proceeding is initiated by ServisFirst), in the State of Alabama, and Customer hereby consents to the non-exclusive personal jurisdiction of the State and Federal courts therein.

23. Arbitration.

a. In the event of any dispute, claim, question, or disagreement arising out of or relating to this MSA or the breach thereof, the parties hereto shall use their best efforts to settle such dispute, claim, question, or disagreement. To this effect, ServisFirst and Customer shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Unless prohibited by applicable law, either the ServisFirst or the Customer may request (before or after judicial proceedings have commenced) that any controversy or claim between the ServisFirst and the Customer and/or the Services be settled by mandatory and binding arbitration using the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). All statutes of limitation that would otherwise apply will continue to apply. The arbitration will be conducted in Birmingham, Alabama, by a single arbitrator (or by 3 arbitrators if the amount in controversy exceeds \$1 million). The arbitrator(s) may:

- (i) order discovery to be conducted in accordance with the Federal Rules of Civil Procedure; and
- (ii) make summary rulings such as summary judgments and orders of dismissal after a party submits a motion to dismiss.

b. Except as otherwise stated in this MSA, in the event of any damages for which ServisFirst or Customer may be liable to the other or to a third party with respect to the Services, Customer and ServisFirst will undertake reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party.

c. Any arbitration award will be final and binding. This agreement to arbitrate does not prevent ServisFirst from exercising self-help remedies such as setoff, or from foreclosing any lien or security interest ServisFirst may have, or from obtaining emergency court relief where it would otherwise be available.

24. Jury Waiver. NOT WITHSTANDING THE FOREGOING, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, COUNTERCLAIM, ACTION OR CAUSE OF ACTION (A) ARISING UNDER OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR OTHER DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR ARISING UNDER OR RELATED TO ANY OTHER LIABILITY, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE RELATIONSHIP BETWEEN OR COURSE OF DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS MSA, THE SERVICES, ANY OTHER AGREEMENT OR DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HERewith; IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY

TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

25. Credit Review. Customer is subject to satisfactory credit review by ServisFirst from time to time, at ServisFirst's sole option and discretion, and in accordance with ServisFirst's established credit criteria. Customer shall, upon ServisFirst's request, provide to ServisFirst any such credit-related information and assistance as ServisFirst may require to perform any such review. Failure of Customer to meet such standards in the sole discretion of ServisFirst or to provide such information or assistance when requested shall constitute a breach of this Schedule and the MSA and shall permit ServisFirst to terminate both.

26. Additional Terms and Conditions.

a. Recording Conversations. Customer hereby agrees and irrevocably consents that ServisFirst may, but is not required to, record any conversations ServisFirst has with Customer or with any of Customer's representatives.

b. Information Disclosure. Some of the Services covered herein may be provided to Customer with the participation or assistance of one or more of ServisFirst's affiliates. Customer agrees that ServisFirst may disclose to such affiliates any information Customer provides to ServisFirst to the extent required for the delivery of these Services.

c. Confirmation; Account Reconciliation. ServisFirst will provide notice of all electronic transfers to Customer's Account on Customer's periodic Account statement. If Customer uses ServisFirst's information/balance reporting services, Customer can access such information daily and also receive notice through various mailed reports or terminal printouts. Customer is responsible for detecting and reporting to ServisFirst any discrepancy between Customer's records and the records ServisFirst provides to Customer. If Customer does not detect and notify ServisFirst of such a discrepancy within 14 days of Customer's receipt of any terminal printout, mailed report or periodic statement ("Report"), whichever is received first, then Customer will not be entitled to interest from ServisFirst on any amount refundable to Customer.

27. Entire Agreement. This MSA (including the applicable Service Terms and Conditions of Part 2 below), together with the Enrollment Documentation, the Service Documentation and the Cash Management Fee Schedule, constitute the entire agreement between the ServisFirst and Customer with regard to the Services, and neither Customer nor ServisFirst is bound by any previous representations or agreements of any kind regarding the subject matter thereof except as therein contained.

PART 2: SPECIFIC SERVICE TERMS AND CONDITIONS

The Service Terms and Conditions (the “Service Terms”) provided below, as amended, shall apply as of each date that Customer is enrolled in each Service named below. Capitalized terms not defined in the Service Terms shall have the meanings provided in Part 1 of this MSA. Capitalized terms not defined below shall have the meanings ascribed to them elsewhere in this MSA or Article 3 or 4 or 4A of the Alabama Uniform Commercial Code (“UCC”), as the same may be amended from time to time. Service Terms are in addition to and hereby made a part of the MSA. Inconsistent Service Terms shall control only to the extent of any direct inconsistency between the Service Terms and the general terms of the MSA. Not in limitation of the foregoing, limits of liability, indemnifications, and disclaimers included in the Service Terms are in addition to and supplement such general terms of the MSA.

Business Online Banking Service Terms

1. General.

a. Business Online Banking Service. This Service allows Customer to use ServisFirst’s web site designated for this purpose (the “Web Site”), as follows: (i) to transfer funds between Customer’s designated commercial deposit, checking, money market, and savings Accounts and make payments from Accounts to designated commercial loans Customer has with ServisFirst (the “Loans”), all as designated in the Enrollment Documentation; (ii) to receive on a daily basis, balance, activity and certain other information by electronic means of a visual display on selected Accounts, as provided herein; (iii) to access periodic account statements for Accounts (the “Account Statements”) and transaction history for Accounts and Loans, as provided herein; (iv) to pay bills directly from Customer Accounts to third parties whom Customer has selected in advance to receive payment through the Service in the amounts and on the days Customer requests, as provided herein; (v) to stop payment on checks drawn on Customer’s deposit Accounts, as provided herein; and (vi) to view images of items that have cleared Customer’s designated Accounts, as provided herein.

b. ACH and Wire Service Terms. Customer acknowledges that (i) if Customer is approved by ServisFirst to make transfers through the Service via Automated Clearing House (“ACH”) entries, the Automated Clearing House Entry Origination Service Terms (“ACH Terms”) shall also apply, and (ii) if Customer is approved by ServisFirst to make transfers through the Service via electronic fund transfers, the Wire Transfer Service Terms (“Wire Transfer Terms”) shall also apply.

c. Computer Equipment; Limit of Liability. Customer shall be responsible for the installation, maintenance, and operation of any computer and browser software used to access the Service. The risk of error, failure, or non-performance is Customer’s risk and includes the risk that Customer does not operate the computer or software properly. ServisFirst shall not be responsible for any errors or failures from any malfunction of the computer or the software used to access the Service, nor shall ServisFirst be responsible for any electronic virus, viruses, worms, or similar software that Customer may encounter. *SERVISFIRST HAS NO LIABILITY TO CUSTOMER FOR ANY DAMAGE OR OTHER LOSS, DIRECT OR CONSEQUENTIAL, THAT CUSTOMER MAY SUFFER OR INCUR BY REASON OF CUSTOMER’S USE OF ANY COMPUTER OR SOFTWARE USED TO ACCESS THE SERVICE. SERVISFIRST MAKES NO WARRANTY TO CUSTOMER REGARDING ANY COMPUTER OR SOFTWARE USED TO ACCESS THE SERVICE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.*

d. Credit Information. Customer acknowledges and agrees that ServisFirst, or a third party acting for ServisFirst, may obtain and use information from credit bureaus and credit reporting agencies in connection with any accounts, products and services offered by us to investigate or reinvestigate any information provided by Customer.

e. Eligibility for Features. Not all of the features described are available to all customers or for all accounts. Customer or its account may not be eligible for one or more features of the Service. ServisFirst reserves

the right to determine in its sole discretion the eligibility of Customer and its account(s) for any feature of the Service.

2. User Access.

a. The Service shall only be used by the Service Administrator and the Authorized Users identified by the Service Administrator from time to time, and the Service shall only be used for legitimate business purposes incurred in the ordinary course of Customer's business. Customer agrees to limit the use of the Service to such persons and for such purposes and to take all necessary steps to ensure that the Service is used for by no other person or persons and for no other purpose.

b. Service Administrator, Authorized Users. The initial Service Administrator and Authorized Users shall be those individuals identified in the Enrollment Documentation. The Service Administrator's responsibilities shall include, among other matters, (i) receiving and maintaining all Credentials; (ii) designating Authorized Users and any successor Service Administrator who will, when authorized, possess the Service Administrator's capabilities; and (iii) adding or removing eligible accounts from the Service. Each Authorized User shall have the authority to use any feature of the Service for which Customer subscribes. ServisFirst may act on the instruction of the Service Administrator or any Authorized User until ServisFirst shall have received written notice to the contrary from the Service Administrator or any Authorized Representative of Customer authorized to give such notice on Customer's behalf. ServisFirst shall be given a reasonable time to act on such written notice re-assigning the person designated as the Service Administrator. Customer agrees that there will be a Service Administrator at all times. If ServisFirst is notified of or otherwise becomes involved in an internal dispute concerning the appropriate person to be the Service Administrator or some other internal matter that affects the provision of the Service, ServisFirst may suspend all or some of the features of the Service or the Service or suspend the ability of the Service Administrator to have access to all or any part of the Service pending: (a) resolution pursuant to the Account Agreement; or (b) order of a court. ServisFirst shall have the right to request such supporting documentation as it deems necessary.

c. Security. Customer agrees to keep all access codes strictly confidential and establish and maintain all procedures necessary to assure that the Credentials will be maintained in the strictest confidence. If Customer's Credentials or any of them become known to any unauthorized person, or Customer believes they may have become known to an unauthorized person, Customer agrees to notify ServisFirst immediately by telephone; followed by written notice sent the same day as such knowledge of an unauthorized person is first learned. ServisFirst may change Customer's Credentials at any time, which changes shall be effective immediately. Additionally, ServisFirst shall not be liable for any loss or expense incurred by Customer as a result of ServisFirst's compliance with the instructions received through any use of authorization procedures or access codes assigned to Customer.

Automated Clearing House Entry Origination Service Terms

1. **General.** This Service permits Customer to originate ACH Entries to and from Accounts. The parties agree that ServisFirst's provision of the Service and Customer's use thereof shall be subject to the MSA, including, without limitation, these Automated Clearing House Entry Origination Terms (the "ACH Terms") and the rules and guidelines of NACHA (the "NACHA Rules"), the rules and guidelines of PaymentsFirst (the "PaymentsFirst Rules") (collectively, the "Rules") in addition to Applicable Law, including, without limitation, laws regarding OFAC-enforced sanctions, the Electronic Fund Transfer Act, 15 U.S.C. 1693 *et seq.*, Federal Reserve Board Regulation E, 12 C.F.R. 205 *et seq.*, and Federal Reserve Board Regulation J, 12 C.F.R. 210 *et seq.* Not in limitation of the foregoing, Customer agrees that it shall originate only Entries that would comply with the laws of the United States, including, without limitation, the anti-terrorism and anti-money laundering programs administered by the U.S. Treasury Department's Office of Foreign Asset Control and the laws of the State of Alabama. Customer acknowledges it has a copy or has access to a copy of the Rules. The Rules may be purchased online at www.nacha.org under the publications tab. Customer agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Agreement, and any amendments to these Rules made from time to time. These terms govern how and when Customer may originate electronic debit or credit Entries from the Accounts established with ServisFirst.

2. **Definitions.**

As used herein, the following terms shall have the following meanings:

"Automated Clearing House" or "ACH" means the funds transfer system governed by the NACHA Rules and which provides for the interbank clearing of electronic Entries for Participating Financial Institutions.

"Credit Entry" means an order or request, by Customer, for the credit of money to a Receiver's account, which has been debited from Customer's account.

"Debit Entry" means as an order or request, by Customer, for the credit of money to Customer's account to be debited from the account of a Receiver.

"Electronic Transfer" means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instruction or authorizing a Participating Financial Institution to debit or credit an account.

"Entry" means an order or request (i) for the transfer of money to the account of a Receiver, (ii) for the withdrawal of money from the transaction account or general ledger account of a Receiver, (iii) a zero dollar entry, (iv) a DNE entry, or (v) an ENR entry.

"NACHA" means the National Automated Clearing House Association.

"On-Us" means transactions for accounts maintained at ServisFirst.

"Originator" means a customer that has authorized an ODFI to transmit a credit or debit Entry to the deposit account of a Receiver with an RDFI, or, if the receiver is also the RDFI, to such Receiver. Unless specific context clearly indicates otherwise, references herein to "Originator" shall refer to Customer.

"Originating Depository Financial Institution" or "ODFI" means a Participating Financial Institution with respect to Entries (i) it transmits directly or indirectly to its ACH Operator for transmittal to an RDFI and (ii) on which it is designated as the ODFI in accordance with the formatting and other requirements included in the Service Documentation. Unless specific context clearly indicates otherwise, references herein to "Originating Depository Financial Institution" or "ODFI" shall refer to ServisFirst.

"PaymentsFirst" means the PaymentsFirst Automated Clearing House Association.

“Prenotification” means a method to ensure that, before live dollar Entries are sent through an ACH, the pathway to the Receiver’s account is clear. Prenotification shall be constructed from the Receiver’s authorization to the Customer.

“Receiving Depository Financial Institution” or “RDFI” means a Participating Financial Institution with respect to Entries (i) it receives from its ACH Operator for debit or credit to the accounts of Receivers, and (ii) on which it is designated as the RDFI in accordance with the Service Documentation.

“Same Day Entry” An Entry in which the Effective Entry Date is the same Banking Day as the date on which the Entry is Transmitted by the ODFI to its ACH Operator, and that is Transmitted by the ACH Operator’s deadline for same-day processing and settlement. A Same Day Entry must be for an amount of \$100,000 or less. An IAT Entry cannot be a Same Day Entry. For purposes of fulfilling its obligations under these Rules, an RDFI may rely on the Settlement Date of an Entry, regardless of the Effective Entry Date. An Entry with a stale or invalid Effective Entry Date will also be a Same Day Entry if it is Transmitted by the ODFI to its ACH Operator by the ACH Operator’s deadline for same-day processing and settlement, and is otherwise eligible for same-day processing and settlement.

“Settlement Date” means the date the Receiver’s accounts are debited or credited.

“Standing Authorization” means an authorization for the initiation of Entries on a recurring basis, without further authorization from a Receiver.

3. Originating.

a. Delivery Requirements. Customer may originate ACH Credit or Debit Entries which conform to the types of Entries expressly permitted by the Service Documentation and the format requirements contained in the Rules and in the Service Documentation. Customer agrees to send ServisFirst ACH Credit Entries not later than two Business Days prior to the Effective Entry Date. Same Day Entries may be sent in accordance with applicable NACHA deadlines. This is ServisFirst’s deadline for receipt of ACH Credit Entries. If Customer fails to meet this deadline, funds may not be available for the Receiver on the Effective Entry Date. Customer also agrees to comply with all of the obligations of an Originator under the Rules (the “Delivery Requirements”).

b. Security Procedures. Customer and ServisFirst hereby agree to comply with the security procedure requirements set forth in the Service Documentation (the “Security Procedures”) with respect to Entries transmitted by Customer to ServisFirst.

c. Receiver Authorizations and Record Retention (ACH Credits). Before the initiation by Customer of the first Entry to a Receiver’s Account, Customer shall obtain from such Receiver an authorization in the form set forth in the Service Documentation and in compliance with the Rules (“Authorization Agreement for Automatic Payments (ACH Credits)”) to initiate one or more Entries to the Receiver’s Account. Customer shall provide Receiver with a copy of such authorization. Each Entry thereafter shall be made pursuant to such authorization, and no Entry shall be initiated by Customer after such authorization has been revoked or the arrangement between Customer and such Receiver has terminated. Customer shall retain Receiver authorizations for two (2) years after they have terminated and other documents related to Entries for a period of two (2) years. Customer shall immediately furnish such authorizations and documents to ServisFirst upon ServisFirst’s request.

d. Receiver Authorizations and Record Retention (ACH Debits). Before the initiation by Customer of the first Entry to a Receiver’s Account, Customer shall obtain from such Receiver an authorization in the form set forth in the Service Documentation and in compliance with the Rules (“Authorization Agreement for Preauthorized Payments (ACH Debits)”) to initiate one or more Entries to the Receiver’s Account, which authorization shall comply with the Rules. Customer shall provide Receiver with a copy of such authorization. Each Entry thereafter shall be made pursuant to such authorization, and no Entry shall be initiated by Customer after such authorization has been revoked or the arrangement between Customer and such Receiver has terminated.

Customer shall retain Receiver authorizations for two (2) years after they have terminated and other documents related to Entries for a period of two (2) years. Customer shall immediately furnish such authorizations and documents to ServisFirst upon ServisFirst's request.

e. **Prenotification.** At Customer's election, Customer may deliver to ServisFirst a prenotification, in a format and in the medium set forth in the Service Documentation or prescribed by the Rules, to be transmitted to the Participating Institution at which the Receiver's Account is held ("RDFI") within the time limits set forth in the Rules. In the event Customer has delivered a prenotification, in a format and in a medium reasonably acceptable to ServisFirst, and Customer has received notice that such prenotification has been rejected by the RDFI within the prescribed period, Customer shall not initiate any corresponding Entry until the cause for rejection has been corrected and another prenotification has been submitted to, and accepted by, the RDFI. The foregoing notwithstanding, Customer shall bear the entire risk of loss for any Entry submitted for which a prenotification has not been submitted and accepted by an RDFI.

f. **Cancellation and Amendment of Entries; Reversals.** Customer shall have no right to cancel or amend an Entry after it is delivered to ServisFirst. ServisFirst, however, shall use reasonable efforts to act on a request by Customer for reversal of an Entry file pursuant to the Rules. Customer agrees that ServisFirst shall not be liable for interest or losses if such reversal is not effected. Any request by Customer for reversal of an Entry must comply with the Delivery Requirements and the Security Procedures. Customer shall reimburse ServisFirst for any expenses, losses, or damages ServisFirst may incur in effecting or attempting to effect Customer's request for the reversal of an Entry. ServisFirst shall be entitled to payment from Customer in the amount of any such reversal of a Debit Entry file prior to acting on any request.

g. **Receiver's Right to Refund Debit Entry.** Customer acknowledges that a Receiver has the right, under the Rules, to obtain refund of funds debited from a Receiver's Account by such Receiver's sending of a notice to the RDFI that a Debit Entry was, in whole or in part, not authorized, and the right of the RDFI to obtain payment of the amount of such Entry from an ODFI by transmitting an extended return (as described in Section 3.13 of the Rules, and hereinafter "Extended Return") in the amount of such refund. Customer agrees to pay ServisFirst the amount of (i) any such Extended Return upon its receipt by ServisFirst, and (ii) with respect to any On-Us Entry, any refund paid by ServisFirst to a Receiver in connection with such Receiver's claim that an Entry was, in whole or in part, not authorized by the Receiver.

h. **Customer's Notice to Receivers.**

- i. If the amount of a Debit Entry to a Receiver's Account varies in amount from the previous Debit Entry relating to the same Standing Authorization or preauthorized amount, Customer shall, at least ten (10) calendar days before the Effective Entry Date of such Debit Entry, send the Receiver written notice of the amount of such Debit Entry and its Effective Entry Date, unless Receiver has previously been notified of Receiver's right to receive such notice and Receiver has elected to receive such notice only when the Debit Entry does not fall within a specified range of amounts or varies from the most recent Debit Entry by an agreed amount.
- ii. If any change is made by Customer in the scheduled Effective Entry Date of one or more Debit Entries, Customer shall, at least seven (7) calendar days before the Effective Entry Date of the first such Debit Entry to be affected by such change, send the Receiver a written notice of the new Effective Entry Date(s) of such Entry or Entries.

i. **Dollar Limits for Entries.** Before Customer sends an Entry to ServisFirst for processing, ServisFirst will establish Entry Limits ("Limits") for Customer's Credit and Debit Entries. These Limits are the maximum dollar amount of accumulated ACH Credits and Debits for which settlement has not yet occurred and which, subject to the terms and conditions hereof, may be outstanding at any one time. There are separate Limits

for Credit Entries and Debit Entries and the Limits are designated in the Service Documentation or by ServisFirst by written notice to the Service Administrator. ServisFirst may modify Customer's Limits at ServisFirst's sole discretion at any time. These modifications are effective immediately and may be implemented prior to Customer's receipt of notice of the newly established Limits which if not provided to Customer prior to implementation, ServisFirst shall provide such modifications in writing to Customer as soon as possible thereafter. Customer may contact ServisFirst at any time to verify Customer's current Limits. Customer agrees not to exceed the Limits. Customer acknowledges that the Limits are solely for the protection of ServisFirst and its assets and that files containing Entries in excess of the Limits may or may not be processed at ServisFirst's sole discretion.

4. Processing, Transmittal, and Settlement.

a. Processing, Transmittal, and Settlement. Except as otherwise expressly provided in these Automated Clearing House Entry Origination Terms, ServisFirst shall (i) process Entries properly originated by Customer provided herein to conform with the requirements set forth herein, (ii) transmit such Entries as an Originating Depository Financial Institution to an ACH processor selected by ServisFirst in its sole discretion, and (iii) settle for such Entries as provided in the Rules. The order in which ACH Entries are taken is determined solely by ServisFirst. ACH debit and credit entries may be transmitted in any manner or method ServisFirst deems appropriate.

b. Timing. ServisFirst shall transmit such Entries to the ACH by the applicable ACH deadline (*i.e.*, Credit Entries: two (2) Business Days; Debit Entries: one (1) Business Day, prior to the Effective Entry Date shown in such Entries), provided (i) such Entries are received by ServisFirst's related cut-off time set forth on the Business Online Banking Service website on a Business Day, (ii) the Effective Credit Entry Date is at least two (2) days after such Business Day; the Effective Debit Entry Date is at least one day after such Business Day, and (iii) the ACH is open for business on such Business Day. Entries shall be deemed received by ServisFirst in the case of transmittal by electronic transmission, when the transmission (and compliance with any related Security Procedure) is completed as provided in the Delivery Requirements. If any of the requirements of clauses (i), (ii), or (iii) above is not met, ServisFirst shall use reasonable efforts to transmit such Entries to the ACH by the next applicable ACH deposit deadline which is a Business Day and a day on which the ACH is open for business. ServisFirst will not be liable to Customer or to any third party if settlement is not met.

c. Credit Entries. ServisFirst will charge the Account on the Settlement Date for the total amount of Customer's Credit Entries. Customer agrees to have on deposit in the Account on the Settlement Date sufficient available funds to cover the total amount of Customer's Credit Entries. If Customer does not make such funds available on or before the Settlement Date, Customer agrees that ServisFirst may set off the amount due against any of Customer's other accounts with ServisFirst or against any of Customer's other property in ServisFirst's possession.

d. Customer's Credit for Debit Entries. ServisFirst will credit the Account on the Settlement Date for funds ServisFirst receives in settlement for Customer's Debit Entries. These funds will be available to Customer on the Settlement Date; however, if any Debit Entries are returned to ServisFirst in accordance with the Rules, or if any Debit Entries originated by Customer were unauthorized, ServisFirst reserves the right to charge the amount of such Debit Entries to the Account or to set off against Customer's other account(s) or property in ServisFirst's possession. Notwithstanding the forgoing or any provision in any other agreement between ServisFirst and Customer or any disclosure to the contrary, ServisFirst may, in its sole discretion, delay the availability of these funds for a period of time beyond the Settlement Date, including, without limitation, until ServisFirst receives final settlement for a Debit Entry. Any credit provided prior to that time shall be provisional and ServisFirst shall have the right to immediate payment of the amount of such credit upon its receipt of notice that final settlement has not occurred. In addition, ServisFirst shall have the right to payment by Customer of any returned or rejected Entry for which Customer has previously received credit at the time ServisFirst receives such rejection or return.

e. **Prefunding Requirements.** If Prefunding is required by ServisFirst, the following terms will apply. As used in this section, the term “Prefunding” shall refer to the practice of debiting Customer’s Account for all Credit Entries on the date such batches are received for processing by ServisFirst, which shall be settlement for such Entries. Where Prefunding is sufficient to cover the entire Credit Entry or Entries, the Settlement Date shall occur upon the debiting of the Account.

i. Procedures for Prefunding.

- (1) Customer shall send ACH Credit Origination file(s) (“Credit File(s)”) to ServisFirst according to procedures established under the Agreement.
- (2) Customer shall ensure that on the date of submission of any Entries for ServisFirst processing, Customer’s Account has a sufficient opening available balance to pay in full all such Entries. In determining the sufficiency of the available balance in the Account, ServisFirst shall be entitled to, but not be required to, consider intraday transactions, such as deposits or ACH credits.
- (3) ServisFirst shall process the Credit File(s) on the date of receipt and determine on that day whether the Account contains sufficient funds to pay the amount of the Credit Entry or Entries in the Credit File(s).
- (4) If sufficient funds exist, then ServisFirst shall cause the Account to be debited for the total amount of the Credit File(s) and shall thereafter process in accordance with ServisFirst’s standard procedures for Credit Entries.
- (5) If sufficient funds do not exist at the time of ServisFirst’s review of the Account to cover the total amount of the Credit File(s), then ServisFirst shall delete the Credit File(s) from its operating system and no further attempt shall be made to process the Credit File(s).

ii. Definition of Date of Receipt. Date of Receipt is the date Customer submits the ACH Entries to ServisFirst for processing, provided ServisFirst is open for business on that date and the applicable deadline for the receipt of ACH entries has not passed. If any Entries are received on a date other than a Business Day, or if the daily processing deadline for ACH has passed, then such Entries shall be considered to have been received on the next Business Day.

iii. *Limit of Liability.*

- (1) *SERVISFIRST SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR CLAIMS OF DELAYED RECEIPT OR NON-RECEIPT OF PAYMENTS WHERE SUCH DELAY OR NON-RECEIPT ARISES FROM SERVISFIRST’S PROPER ENFORCEMENT OF PREFUNDING PROCEDURES. RELATIVE TO SUCH CLAIMS, CUSTOMER AGREES TO HOLD SERVISFIRST HARMLESS FROM ANY AND ALL LEGAL ACTIONS, DAMAGES, AND COSTS, INCLUDING BUT NOT LIMITED TO LATE FEES, FEES CHARGED BY OTHER BANKS, INTEREST, LEGAL FEES, OR PENALTIES, INCLUDING PENALTIES IMPOSED BY THE U.S. GOVERNMENT OR ANY OTHER GOVERNMENTAL ENTITY WITH RESPECT TO ACH TAX PAYMENTS.*
- (2) *SERVISFIRST SHALL NOT BE LIABLE TO CUSTOMER OR ANY PARTY IF SERVISFIRST SUSPENDS TRANSACTIONS ACCORDING TO THE PREFUNDING PROCEDURES OUTLINED HEREIN IF CUSTOMER’S ACCOUNT RECEIVES, ON THE DAY OF DELETION OF THE CREDIT FILE(S),*

SUFFICIENT FUNDS WHICH SERVISFIRST IS NOT AWARE OF BECAUSE SERVISFIRST HAS NOT HAD A REASONABLE OPPORTUNITY TO POST SUCH INTRA-DAY DEPOSITS OR CREDITS. SERVISFIRST'S PREFUNDING PROCEDURE IS BASED ON CUSTOMER'S OPENING AVAILABLE BALANCE IN CUSTOMER'S DESIGNATED ACCOUNT.

- (3) *CUSTOMER ACKNOWLEDGES THAT THE RULES PROVIDE GUIDELINES FOR THE TIMELINESS OF SUBMISSION OF ACH ENTRIES RELATIVE TO THE EFFECTIVE ENTRY DATE, AND THAT CUSTOMER'S FAILURE TO FOLLOW SUCH GUIDELINES MAY RESULT IN SERVISFIRST'S HAVING INSUFFICIENT TIME TO PERFORM THE PREFUNDING PROCEDURES DESCRIBED HEREIN. IN SUCH CASE, CUSTOMER WILL BE SOLELY LIABLE FOR ANY CLAIMS, LOSSES, ACTIONS, OR PENALTIES ARISING FROM SERVISFIRST'S REJECTION OF CUSTOMER'S ENTRIES.*

iv. Notices.

- (1) ServisFirst shall notify Customer in the event a Credit File(s) has been deleted due to Customer's failure to satisfy Prefunding requirements.
- (2) In an effort to minimize the consequences to Customer of deletion of a Credit File(s), ServisFirst, while not obligated to do so, may use reasonable efforts to contact Customer by telephone or other means to advise Customer of such balance deficiency. ServisFirst encourages Customer to monitor Account activity proactively and to contact ServisFirst immediately if it appears transactions have not been processed according to Customer's expectation.

5. **On-Us Entries.** Except as provided in Section 6, in the case of an On-Us Entry, ServisFirst shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 4(b) are met. If either of those requirements is not met, ServisFirst shall use reasonable efforts to credit the Receiver's account in the amount of such Entry on the next Business Day following such Effective Entry Date.

6. **Rejection of Entries.** ServisFirst may reject any Entry for any reason. ServisFirst shall notify Customer of such rejection (either electronically, in writing, by telephone, or as otherwise agreed to by ServisFirst and Customer) no later than the end of the Business Day after the Effective Entry Date. ServisFirst shall not be liable to Customer for the rejection of any Entry, for Customer's non-receipt of a notice given to Customer, or for the failure to give notice of rejection at an earlier time than provided for herein. ServisFirst shall not be required to pay Customer interest on a rejected Entry for the period from rejection to the Entry to Customer's receipt of the notice of rejection.

7. **Notice of Returned Entries.** ServisFirst shall notify Customer either electronically, in writing, by telephone, or as otherwise agreed to by ServisFirst and Customer of the receipt of an Entry returned by the ACH no later than one (1) Business Day after ServisFirst's receipt of the returned Entry. ServisFirst shall have no obligation to re-execute a returned Entry.

8. **Provisional Payment.** Customer represents to ServisFirst and agrees that it shall be bound by the provision of the Rules making payment of an Entry by the RDFI to a Receiver provisional until receipt by the RDFI of final settlement for such Entry, and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

9. Security Procedures; Unauthorized and Authorized Entries; Inconsistent Entries; Erroneous Entries.

a. **Limited Use of Service.** The Service shall only be used by the Service Administrator and the Authorized Users identified by the Service Administrator from time to time, and the Service shall only be used for legitimate business purposes incurred in the ordinary course of Customer's business. Customer agrees to limit the use of the Service to such persons and for such purposes and to take all necessary steps to ensure that the Service is used for by no other person or persons and for no other purpose.

b. **Service Administrator, Authorized Users.** The initial Service Administrator and Authorized Users shall be those individuals identified in the Enrollment Documentation. The Service Administrator's responsibilities shall include, among other matters, (i) receiving and maintaining all Credentials; (ii) designating Authorized Users and any successor Service Administrator who will, when authorized, possess the Service Administrator's capabilities; and (iii) adding or removing eligible accounts from the Service. Each Authorized User shall have the authority to use any feature of the Service for which Customer subscribes. ServisFirst may act on the instruction of the Service Administrator or any Authorized User until ServisFirst shall have received written notice to the contrary from the Service Administrator or any Authorized Representative of Customer authorized to give such notice on Customer's behalf. ServisFirst shall be given a reasonable time to act on such written notice re-assigning the person designated as the Service Administrator. Customer agrees that there will be a Service Administrator at all times. If ServisFirst is notified of or otherwise becomes involved in an internal dispute concerning the appropriate person to be the Service Administrator or some other internal matter that affects the provision of the Service, ServisFirst may suspend all or some of the features of the Service or the Service or suspend the ability of the Service Administrator to have access to all or any part of the Service pending: (a) resolution pursuant to the Account Agreement; or (b) order of a court. ServisFirst shall have the right to request such supporting documentation as it deems necessary.

c. **Purpose of Security Procedures.** Customer agrees that the purpose of the Security Procedures is to verify the authenticity of Entries transmitted to ServisFirst in the name of Customer and not to detect an error in the transmission or content of any Entry, and that no security procedure for the detection of such errors has been agreed upon by ServisFirst and Customer, and the ServisFirst will undertake no such effort.

d. **Protection of Security Procedures.** Customer is strictly and solely responsible to establish and maintain procedures to safeguard against unauthorized transmissions of Entries. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and of any passwords, codes, security devices and related instructions provided by ServisFirst in connection with the Security Procedures. If Customer believes or suspects that any such information or instructions are known or have been accessed by unauthorized persons, Customer shall notify ServisFirst immediately.

e. **Unauthorized Entries.** An Entry delivered to ServisFirst that purports to have been transmitted or authorized by Customer shall be effective as Customer's Entry as provided herein even if Entry was not in fact authorized by Customer, provided ServisFirst has accepted the Entry in compliance with the Security Procedures with respect to such Entry.

f. **Authorized Entries.** If an Entry received by ServisFirst was transmitted or authorized by Customer, it shall be effective as the Customer's Entry as provided herein, even if ServisFirst did not comply with the Security Procedures with respect to that Entry and even if that Entry was erroneous in any respect or such error would have been detected if ServisFirst had complied with the Security Procedures.

g. **Inconsistent Entries.** Customer acknowledges and agrees that (i) if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by ServisFirst to an RDFI may be made by RDFI (or by ServisFirst in the case of an On-Us Entry) on the basis of the account number even if it

identifies a person different from the named Receiver, and that Customer's obligations to pay the amount of the Entry to ServisFirst is not excused in such circumstances, and (ii) if an Entry describes the RDFI inconsistently by name and identifying number, payment of the Entry may be made by the RDFI on the basis of the account number even if it identifies an RDFI different from the named RDFI, and that Customer's obligation to pay the amount of the entry to ServisFirst is not excused in such circumstances.

h. Erroneous Entries. There are no procedures for ServisFirst to detect customer errors. If Customer discovers an erroneous Entry, Customer shall immediately notify ServisFirst, as well as notify the affected Receiver(s), and shall confirm such notification in writing. Upon receiving such notice, ServisFirst will use reasonable efforts on behalf of Customer to correct the erroneous Entry in a manner consistent with the Rules, but ServisFirst shall in no event be liable to Customer in the event that ServisFirst is unable to correct the erroneous Entry. If Customer fails to notify ServisFirst or the affected Receiver(s) of any erroneous Entry, Customer will be liable for any losses ServisFirst may incur. Customer agrees that ServisFirst has no obligation or duty to detect errors with respect to Entries submitted by Customer. However, if ServisFirst detects an error with respect to an Entry delivered to ServisFirst, ServisFirst will exercise reasonable efforts to give Customer notice of such error, and Customer agrees to furnish to ServisFirst corrections in a format and on a medium prescribed by ServisFirst. ServisFirst reserves the right to suspend or cancel Customer's ability to perform transactions hereunder if ServisFirst suspects any unauthorized or fraudulent transactions. Customer agrees to take any reasonable actions requested by ServisFirst to correct errors

10. Customer Account.

a. Credit Originations. Customer shall at all times maintain sufficient available funds in a deposit account Customer shall maintain at ServisFirst for that purpose (an "Account") to pay the amount of all Credit Entries, fees and other amounts that Customer is obligated to pay ServisFirst. ServisFirst, in its sole discretion, may require Customer to have sufficient available funds in the Account to cover the amount of a Credit Entry prior to ServisFirst's transmittal of such Entry to an ACH or ServisFirst's crediting of a Receiver's account in the amount of an On-Us Entry. In the absence of such a requirement, Customer shall be obligated to have such available funds in the Account at such time on the Settlement Date with respect to such Entry, or in the case of an On-Us Entry, the date of crediting the Receiver's account, as ServisFirst, in its discretion, may determine. ServisFirst may, without prior notice or demand, obtain payment of any amount due and payable to it hereunder by debiting the Account, and may credit the Account for any amount to which Customer is entitled hereunder. If there are insufficient funds available in the Account to pay amounts Customer owes ServisFirst hereunder, Customer shall pay any amounts due immediately upon demand, and Customer agrees that ServisFirst may debit any account maintained by Customer with ServisFirst or that ServisFirst may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations.

b. Debit Originations. Customer shall at all times maintain sufficient available funds in an Account to pay the amount of all returned or reversed Debit Entries, Adjustment Entries, fees and other amounts that Customer is obligated to pay ServisFirst hereunder. ServisFirst, in its sole discretion, may defer any credit to the Account with respect to a Debit Entry until it has received final settlement for such Entry. Any credit provided prior to that time shall be provisional and ServisFirst shall have the right to immediate payment by Customer upon ServisFirst's receipt of notice that final settlement has not occurred. In addition, ServisFirst shall have the right to payment by Customer of the amount of any returned or rejected Entry for which Customer has previously received credit upon its receipt by ServisFirst. ServisFirst may, without prior notice or demand, obtain payment of any amount due and payable to it hereunder by debiting the Account, and may credit the Account for any amount to which Customer is entitled hereunder. If there are insufficient funds available in the Account to pay amounts Customer owes ServisFirst hereunder, Customer shall pay any amounts due immediately upon demand, and Customer agrees that ServisFirst may debit any account maintained by Customer with ServisFirst or that

ServisFirst may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations.

11. International ACH Transactions ("IAT"). Customer shall not initiate any IAT Entries without ServisFirst's prior approval. If approved by ServisFirst, this Section 11 shall apply to IAT Entries originated by Customer:

a. IAT Entries are transmitted by ServisFirst in U.S. dollars and converted to the local currency for receipt in the foreign country at the exchange rate determined by ServisFirst's processor on the date determined by ServisFirst's processor. All risk of fluctuation in the applicable exchange rate shall be borne solely by Customer.

b. In the event of a returned IAT Entry, consumer payments will be credited to Customer at the originated United States dollar amount; corporate payments will be credited to Customer at the exchange rate determined by ServisFirst's processor at the time of return.

c. In the event of an error in an Entry or duplicate entries, Customer acknowledges and agrees that Customer shall be liable for any and all losses caused by and a direct or indirect result from the error or duplicate Entry.

d. Customer shall originate all IAT Entries, using an IAT SEC code and, not in limitation of any other term here, Customer hereby agrees to abide by all of the Rules related to IAT Entries.

e. Customer agrees that in the case of a non-Consumer Account, Customer shall enter into an agreement with the Receiver whereby the Receiver agrees to abide by the Rules in effect from time to time.

f. Customer acknowledges that it has reviewed and understands Rules related to exceptions to the Rules for outbound IAT Entries and Customer understands and agrees that the laws, regulations, and rules of the country in which the Receiver is located shall govern the matters listed within that subsection. Customer further acknowledges that Customer understands how such laws, regulations and rules differ from the Rules.

g. IAT Entries must be authorized as provided in the Rules. The form and content of the authorization, including whether such authorization may be oral, electronic, or written, shall be governed by the laws and payment system rules of the receiving country

h. Customer hereby indemnifies ServisFirst from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from Customer's origination of an IAT Entry.

12. Customer's Representations, Warranties, and Indemnification. Customer represents and warrants that for each Entry Customer delivers to ServisFirst that: (i) the Entry is a Credit Entry and complies with the terms hereof and the Rules; (ii) Customer has complied with the Rules with respect to the Entry; (iii) there has not been and shall not later be any breach of any warranty of Customer as an Originator or of ServisFirst as an ODFI under the Rules; (iv) Customer has not breached any warranty contained herein; and (v) the Entry complies with Applicable Law, including, without limitation, the Electronic Fund Transfer Act and Regulation E. *TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND IN ADDITION TO CUSTOMER'S OTHER INDEMNIFICATION AGREEMENTS IN THIS MSA, CUSTOMER SHALL INDEMNIFY SERVISFIRST AGAINST ANY LOSS, LIABILITY, OR EXPENSE (INCLUDING ATTORNEYS' FEES AND EXPENSES) RESULTING FROM OR ARISING OUT OF ANY BREACH OF ANY OF THE FOREGOING REPRESENTATIONS OR WARRANTIES.*

13. Notices and Statements. ServisFirst is not required to and will not provide Customer with notice of receipt of ServisFirst's transmittal or crediting of Entries. Entries and other debits and credits to the Account will only be reflected on the periodic statement for the Account and will be available electronically on a daily basis on the

ServisFirst Bank Business Online Banking Services portal if customer has enrolled in balance reporting/transaction history through the Service. If Customer is not enrolled in the ServisFirst Bank Business Online Banking Services, Customer shall notify ServisFirst of any unauthorized or erroneous Entries or any other discrepancy or error on the periodic statement within fourteen (14) calendar days after receipt of the statement, after which the statement will be conclusively presumed to be correct. If Customer is enrolled in the ServisFirst Bank Business Online Banking Services, Customer shall notify ServisFirst of any unauthorized or erroneous Entries or any other discrepancy or error within two (2) business days after posting of the Entry, after which the Entry will be conclusively presumed to be correct. ServisFirst shall not be liable for any interest or losses resulting from Customer's failure to give such notice.

14. Performance of ServisFirst. ServisFirst shall be responsible only for performing the services it expressly agrees to perform hereunder. ServisFirst shall not be responsible for any acts or omissions of Customer, including, without limitation, the amount, accuracy, timeliness of delivery or Receiver authorization of any Entry received from Customer, or any act or omission of any other person, including, without limitation, the Federal Reserve, any ACH, any transmission or communications facility, any data processor of Customer, any Receiver or any RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed ServisFirst's agent.

15. Customer Compliance; Audit. Customer hereby agrees to be bound by and subject to the Rules and all warranties contained therein (as well as the provisions hereof), and acknowledges and agrees that ServisFirst shall have the express right (but not the obligation) at all times, from time to time, and in addition to any other rights of remedies available hereunder or otherwise at law (i) to audit Customer's compliance with the terms hereof and the Rules (and Customer agrees to comply with any request for information by ServisFirst or its third-party designee in connection with any such audit), and (ii) to terminate or suspend performance of the Service and provision of the Service for breach of the terms hereof, the Rules or Applicable Law.

ACH Positive Pay Terms

1. **General.** Customer and ServisFirst shall jointly establish criteria in writing under which Customer designates and authorizes ACH Debit Entries to be paid. The ACH Terms also apply to this Service.

2. **Service.** The Service is to be performed by ServisFirst for Customer for the accounts designated by Customer in the appropriate Service enrollment forms.

3. **Processing and Timing.**

a. **Processing.** ServisFirst and Customer shall jointly establish criteria in writing under which Debit Entries shall be paid from an Account. If an item is presented to ServisFirst for payment against an Account which does not for any reason meet the established criteria, such item shall be deemed an exception. ServisFirst shall make available to Customer each Business Day by approximately 7:00 AM CST, a list of such daily exceptions. Customer shall review this list of exceptions within ServisFirst's Business Online Banking Service and specify no later than 12:00 Noon CST of the same Business Day which exceptions not previously authorized by Customer to be paid shall be paid. Customer expressly acknowledges and agrees that any Debit Entries on the exception list not specified by Customer to be paid, shall be returned by ServisFirst.

b. **Timing.** Customer understands that ServisFirst will begin capturing Debit Entries into the Service at the beginning of Customer's statement cycle following enrollment in this Service or as otherwise mutually agreed between ServisFirst and Customer.

4. **Errors or Unauthorized Transactions; Notice of Claims.**

a. Unless Customer and ServisFirst have specifically agreed in writing for other notification arrangements, ServisFirst is not required to and will not provide Customer with notice of Debit Entries to an Account that is not covered under this Service. Rather, Debit Entries to an Account will only be reflected on the periodic statement for the Account. Where Customer and ServisFirst have agreed to such notification arrangements, however, whether such notice is to be provided electronically, by telephone, in writing or otherwise and available electronically if Customer has enrolled in balance reporting/transaction history through the ServisFirst Business Online Banking Service (each such notice, a "Confirmation"), Customer agrees to regularly and promptly review and verify each Confirmation. If Customer suspects an error, discrepancy or unauthorized transaction, Customer shall immediately report the event by orally contacting ServisFirst, and submit a written report detailing the discrepancy as soon as possible, but in any event within fourteen (14) days of the earlier of (i) the closing date of the Account statement which first reflected the discrepancy, or (ii) the date of the Confirmation.

b. If Customer fails to notify ServisFirst of any discrepancy in accordance with the foregoing, Customer will be precluded from asserting subsequent forgeries, alterations or unauthorized transactions by the same person or entity with respect to any of the Accounts. Without regard to care or lack of care, Customer's failure to discover and report any suspected error, discrepancy or unauthorized transaction in connection with the Service or an Account within thirty (30) days following a Confirmation or other documentation reflecting the transaction in question was made available to Customer will bar any claim against ServisFirst with respect to any such error, discrepancy or unauthorized transaction. Customer shall notify ServisFirst immediately of any claim against Customer or ServisFirst made by a third party, that any act or omission by ServisFirst with respect to the Service has caused such third party any damage or loss of any sort. Customer acknowledges that the reconstruction of an event causing Customer or any third party to suffer damage or loss becomes difficult and may be inaccurate more than thirty (30) days following the occurrence of such event. Accordingly, ServisFirst and Customer agree that any claim, action or proceeding against the other for damages arising from or in any way related to an act or omission of the other in connection with the Service or the performance of the Service, including any claim based on negligence, must be brought within thirty (30) days from the date of such act or omission. Customer and ServisFirst will cooperate with the other in any loss recovery effort related to the

performance of the Service and will assist the other in the defense or prosecution of any claim, action or proceeding brought by or against a third party related to the Service.

5. Other Terms and Conditions.

a. Customer is responsible for providing and maintaining an updated list of Customer personnel authorized to make pay/no pay decisions on items to ServisFirst (“Authorized Personnel”). Information provided in the Enrollment Documentation will remain in effect until the Service Administrator otherwise notifies ServisFirst in writing of a change in the list of Authorized Personnel.

b. Customer acknowledges that notwithstanding the return of Debit Entries by ServisFirst in accordance with Customer’s instructions in connection with the Service, Customer may be subject to claims for payment by the Receiver.

c. Customer shall be responsible for ensuring that all Debit Entries issued by Customer in connection with this Service meet ServisFirst’s quality standards and specifications. Without liability to any party, and without limiting any other right or remedy available to ServisFirst, ServisFirst shall be entitled to cease or suspend the Service, in whole or in part, in ServisFirst’s sole and absolute discretion and with or without notice to Customer, if the quality of the Debit Entries do not meet ServisFirst’s standards and specifications, or if Customer shall otherwise fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or shall commit any act or omission which impairs ServisFirst’s ability to provide or prevents ServisFirst from providing the Service.

d. The types of exceptions identified using the Service are strictly limited to the exception definitions herein, according to the service level Customer has elected. Nothing herein shall be construed as relieving Customer of its reasonable and customary due diligence responsibilities regarding the examination of account statements and daily exception lists to detect exceptions outside the scope of the Service provided to Customer hereunder (including, but not limited to, alteration of payee information if such information is not otherwise verified in connection with the Service). ServisFirst shall not be liable for any loss arising from Customer’s failure to exercise reasonable and customary due diligence.

e. Customer shall accept liability to any party and hold ServisFirst harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any Debit if such return resulted from the correct application of Customer’s pay/return instructions.

6. Liability of ServisFirst. Without limiting the generality of the above or any provision hereof, ServisFirst shall not be liable for any acts or omissions of Customer, including without limitation the amount, accuracy, timeliness of delivery or Customer authorization of any check or item described by Customer or any instruction given (or failed to be given) by or received from Customer, or any act or omission of any other person, including, without limitation, any Originator, transmission or communications facility, or data processor of Customer, and no such person shall be deemed the agent of ServisFirst.

Wire Transfer Service Terms

1. **General.** This Service permits Customer to order transfers of funds by wire from Customer-designated Accounts to specified accounts or beneficiaries.

2. **Wire Transfer Requests.** Customer may submit funds transfer payment orders (“Requests”) in accordance with the terms and conditions hereof and subject to the per-day wire limit for Customer as communicated by ServisFirst to Customer from time to time. Subject to the applicable Security Procedures described below, ServisFirst will execute funds transfers in accordance with Requests received from Authorized Users, whether such Requests are written, oral, telephonic, or via an automatic transfer device or the ServisFirst Bank Business Online Banking portal, unless otherwise specifically agreed in writing. Fully and finally collected funds must be available in the Account specified in the Request at the time the Request is made. ServisFirst may choose the funds transfer mechanism (for example, Fedwire, correspondent ServisFirst transfer, internal transfer, letter) to be used when acting upon Customer’s Request. ServisFirst will forward all information required by Applicable Law, *e.g.*, name, address, and account number. If, at Customer’s request, ServisFirst, in its sole discretion, agrees to execute a wire transfer in excess of the applicable wire limits, Customer acknowledges that ServisFirst does so solely for the convenience of Customer and agrees to release and hold ServisFirst, its officers, directors, and employees harmless from all claims, liability, expense and damage, including, without limitation, attorneys’ fees, resulting from such action, provided ServisFirst has acted in a commercially reasonable manner in processing such Request.

3. **Security Procedures.**

a. **General.** Customer agrees that ServisFirst’s security procedures, as set forth below (the “Security Procedures”), are commercially reasonable, and waives any objection to the commercial reasonableness of such Security Procedures to the fullest extent permitted under Applicable Law. Customer further agrees (a) ServisFirst will use these procedures to verify the authenticity of a Request and to detect unauthorized Requests, and (b) if ServisFirst acts on a Request in compliance with the Security Procedures (or any other reasonable security procedures), then Customer will be obligated on the Request and it will be deemed Customer’s duly authorized payment order, whether or not actually authorized by Customer. Customer agrees from time to time to follow ServisFirst’s procedures in the event of any additions, deletions or revisions to the list of Authorized Users or if Customer wants to delete or add any Accounts. Such additions, deletions or revisions shall be effective following actual receipt by ServisFirst of Customer’s notice and a reasonable amount of time to act thereon by ServisFirst. The Security Procedures may be changed by ServisFirst from time to time. Customer’s continued use of the Service following any such change shall be deemed Customer’s acknowledgement that the Security Procedures, as changed, are commercially reasonable for all purposes hereunder.

b. **Manual Requests.** If an Authorized User is unable or has not been authorized by Customer to transmit Requests via ServisFirst’s Business Online Banking, the Authorized User may submit a Request by telephone, email, or fax payment order. In such event, Customer agrees to the following Security Procedures:

- i. ServisFirst will confirm via telephone “callback” with Customer all Requests received via telephone, email, or fax prior to executing such Requests. ServisFirst personnel will use the telephone numbers listed in the Enrollment Documentation to complete such callback confirmations.
- ii. ServisFirst will not execute any telephone, e-mail, or fax payment order not confirmed by an Authorized User other than the Authorized User responsible for the Request.
- iii. Customer agrees that any communication, including a Request, sent to ServisFirst via facsimile or e-mail will be deemed an original copy of such communication, admissible in any court of competent jurisdiction as conclusive evidence of the form and content of the

communication, notwithstanding that Customer or ServisFirst is unable to establish that the document used to originate the facsimile or email is otherwise not available.

c. Business Online Banking Requests. If and to the extent Customer is authorized to submit Requests via ServisFirst's Business Online Banking, Customer agrees to the following Security Procedure:

- i. ServisFirst will issue each such Authorized User access codes to access Business Online Banking.
- ii. The Authorized User must enter its access codes to confirm authorization to originate Requests.
- iii. If Business Online Banking fails, for any reason, to authenticate a Request, the transaction will not be processed through Business Online Banking, unless further verification and authorization is obtained as deemed appropriate by ServisFirst.

d. Commercial Reasonableness of Security Procedures. Customer expressly acknowledges and agrees (i) the Security Procedures are commercially reasonable methods of providing security against unauthorized payment orders, and appropriate for Customer, based on the size, type, and frequency of Requests normally issued by Customer or which Customer expects to issue, and (ii) where Customer elects not to implement or observe the Security Procedures, in whole or in part, whether through designation of its own procedures aimed at verifying Requests or otherwise, *Customer hereby waives any claim of liability against ServisFirst arising from or relating to unauthorized or allegedly unauthorized Requests and agrees to indemnify, defend and hold harmless ServisFirst from and against any and all losses, costs, expenses or claims, of whatever nature and by whomever, including, without limitation, reasonable attorneys' fees and court costs, arising from or relating to unauthorized or allegedly unauthorized Requests, or ServisFirst's actions or inactions with regard to same, to the fullest extent permissible by law.*

e. Recording Telephone Calls. ServisFirst may, but is not obligated to, record electronically any telephone calls between ServisFirst and persons acting on Customer's behalf, and may keep these recordings for as long as ServisFirst wishes. Customer must obtain the consent of its Authorized Users to such recording. Customer agrees that these recordings, and any other messages (including telecopier or facsimile messages) received by ServisFirst, will be treated as writings signed by Customer, and will control in the event of any difference with the records of Customer.

4. Payment To ServisFirst. Unless otherwise agreed to in writing, Customer must pay ServisFirst the amount of any wire transfer, plus any applicable fee, before ServisFirst will execute the Request.

5. Acceptance and Execution of Requests.

a. A Request is considered executed when ServisFirst executes it. A Request for a funds transfer must be received by ServisFirst no later than 3:30 pm CST. A Request received after this time will be executed the next day other than Saturday or Sunday that is a Business Day.

b. ServisFirst may reject a Request for any reason or for no reason, including insufficient collected funds in the Account, inability to verify the authenticity of the Request in accordance with applicable Security Procedures, or otherwise. ServisFirst will notify Customer if ServisFirst rejects a Request.

c. Customer may not be able to amend or cancel a Request after the Request has been received by ServisFirst. ServisFirst may at its discretion use reasonable efforts to act on Customer's request for amendment or cancellation, but will not be liable if it does so successfully or unsuccessfully. *Furthermore, Customer will indemnify and hold ServisFirst harmless from any and all liabilities, costs and expenses ServisFirst may incur in its amendment or cancellation efforts.*

d. When a Request contains a name and account number, payment may be made by ServisFirst and/or by other banks to which a Request is forwarded based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by Customer. Customer acknowledges that ServisFirst and other banks to which a Request is forwarded may rely on any bank identification number supplied by Customer as a means to identify any other bank, even if the identification number is different than the bank named by Customer. Customer's obligation to pay the amount of the funds transfer to ServisFirst is not excused in such circumstances.

e. Customer acknowledges that any Request executed by ServisFirst will be subject to rules and regulations applicable to payment orders, including, among other things, the record keeping and information transmittal requirements under the federal Bank Secrecy Act and its implementing regulations. Customer acknowledges and agrees that ServisFirst may capture and transmit information regarding Customer (for example, Customer's name, address and account number) and regarding any beneficiary (for example, beneficiary's name, address, other beneficiary identifiers, and beneficiary's account number) as part of the processing of a payment order. Customer agrees to assist ServisFirst in connection with any requirements imposed on ServisFirst in fulfilling ServisFirst's obligations in this regard.

6. Account Reconciliation. All funds transfers will be reflected on Customer's periodic statement for the Account from which such transfers are made as well as daily on the ServisFirst Bank Business Online Banking Service portal if the Customer is enrolled in the Service. Customer agrees to notify ServisFirst promptly of any discrepancy between Customer's records and the information shown on any such statement or report. If Customer fails to notify ServisFirst of any such discrepancy within 14 calendar days of receipt of a statement or report containing such information, Customer agrees that ServisFirst shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest with respect to a funds transfer that is or should have been shown. If Customer fails to notify ServisFirst of any such discrepancy within one year of receipt of such statement or report, Customer will be precluded from asserting the discrepancy against ServisFirst.

7. Data Retention. Customer shall retain data on file adequate to permit remaking or reconstruction of all Requests for one year following the date of the execution of the Request to which such data relates, and shall provide such data to ServisFirst upon its request.

8. Additional Provisions.

a. ServisFirst shall be excused from failing to accept, execute or settle with respect to a Request if so to do would result in ServisFirst's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in ServisFirst's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. or state governmental regulatory authority.

b. Customer will exercise reasonable care in observing and safeguarding Security Procedures, examining statements and records, and initiating Requests. Customer is responsible for ensuring the accuracy of Requests, and ServisFirst has no duty to verify the accuracy of a Request, nor will it be liable for any losses or damages arising out of Requests that contain erroneous information. *Customer will be liable for any losses or damages resulting from Customer's breach of this Schedule, Agreement or these Wire Transfer Service Terms or to which Customer's negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by Customer's current and/or former Authorized Users (including instances where an Authorized User acted to the detriment of Customer).*

c. From time-to-time, ServisFirst may amend any of the terms and conditions contained herein, including without limitation, any cutoff time, any Business Day, and any of the Security Procedures. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in ServisFirst's notice to Customer.

9. Limitation of Liability.

a. **Customer understands and agrees that Requests are generally effected through automated processes, that the persons conducting such operations do not have knowledge of Customer's unique circumstances, if any, even though such circumstances may be known to other persons within ServisFirst, and that it is not the duty of persons possessing such knowledge to communicate it to persons responsible for wire transfer operations.** EXCEPT AS OTHERWISE EXPRESSLY REQUIRED HEREBY OR APPLICABLE LAW, SERVISFIRST WILL NOT BE LIABLE TO CUSTOMER FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION HEREUNDER UNLESS SERVISFIRST HAS ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, SERVISFIRST WILL NOT BE LIABLE TO CUSTOMER FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND SERVISFIRST'S CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF OR DELAY OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ANY BENEFICIARY OR BENEFICIARY'S BANK, ANY INTERMEDIARY BANK, INTERNET ACCESS SERVICE PROVIDER, OR ANY SERVICE PROVIDER (THE "THIRD PARTIES") TO PERFORM OR TO PROVIDE ANY SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, SERVISFIRST WILL NOT BE LIABLE TO CUSTOMER FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO CUSTOMER'S EQUIPMENT, ANY INTERNET SERVICE OR ANY PAYMENT SYSTEM. IN THE EVENT THAT SERVISFIRST IS HELD LIABLE TO CUSTOMER, CUSTOMER WILL ONLY BE ENTITLED TO RECOVER THE LESSER OF: CUSTOMER'S ACTUAL DAMAGES; OR THE TOTAL AMOUNT OF ALL SERVICE FEES ACTUALLY PAID BY CUSTOMER TO BANK IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SERVISFIRST'S LIABILITY IS FINALLY DETERMINED. IN NO EVENT SHALL CUSTOMER BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF CUSTOMER HAS ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. **CUSTOMER: (1) UNDERSTANDS AND AGREES THAT ANY CLAIM AGAINST SERVISFIRST SHALL BE LIMITED TO CLAIMS FOR WHICH A REMEDY IS PROVIDED EITHER BY A NON-VARIABLE PROVISION OF ARTICLE 4A OR BY THIS AGREEMENT; AND (2) WAIVES THE RIGHT TO BRING ANY CLAIM ON ANY OTHER LEGAL THEORY WHATSOEVER, WHETHER IN CONTRACT OR TORT IRRESPECTIVE OF WHETHER OR NOT UNDER SUCH THEORY OR THEORIES THE ASSERTED BANK DUTIES OR OBLIGATIONS ARE DEEMED TO BE IN ADDITION TO OR INCONSISTENT WITH THOSE SET FORTH HEREIN OR IN ARTICLE 4A. IN NO EVENT WILL SERVISFIRST BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO SERVISFIRST.**

b. ServisFirst shall not be liable for any expense, loss or damage arising out of or in any way relating to this Service (including, without limitation, any expense, claim, loss or damage arising out of any ambiguity, in ServisFirst's opinion, in Requests or Requests given to ServisFirst) except that which arises out of its own acts or omissions constituting failure to exercise ordinary care or willful misconduct in the performance of its obligations hereunder, subject to the limits in this Section 9.

c. Customer acknowledges and agrees that the Electronic Funds Transfer Act, including, without limitation, the provisions thereof limiting consumer liability, are not applicable to Customer's Request or its Account(s). Further, Customer acknowledges and agrees that unless ServisFirst has been grossly negligent or engaged in willful misconduct in the acceptance of a Request and the adherence to the Security Procedures with regard to a third party initiating and completing a Wire Transfer who is not reflected in ServisFirst's records as an Authorized User or who has, through deception or subterfuge, passed himself/herself as an Authorized User,

ServisFirst shall have no liability of any nature whatsoever to Customer or any other party resulting from any transactions involving Customer utilizing the Service, and Customer hereby releases ServisFirst from any such liability to ServisFirst and agrees to indemnify and hold ServisFirst harmless from and against any such liability to Customer and any third party.

d. ServisFirst's liability is limited solely to direct money damages actually incurred by Customer in an amount not exceeding the greater of (1) ServisFirst's fees and charges for the Service during the month in which such acts or omissions occurred, or (2) the amount, if any, (i) of funds transferred from the Account that exceeded the amount specified in the applicable Request, (ii) of a Request executed by ServisFirst, the authenticity of which has not been verified through the use of the Security Procedures, or (iii) of funds transferred by ServisFirst to an account or transferee not specified in the applicable Request. If such an excess or incorrect transfer occurs, ServisFirst shall credit the Account as of the applicable payment date. In no event will ServisFirst be liable for any special, indirect, exemplary, or consequential damages, including, but not limited to, lost profits.

e. ServisFirst shall not be responsible for the acts or omissions of any other person or entity, including any Federal Reserve Bank or transmission or communications facility, or any recipient of a payment or a payment order intended to carry out a Request. No such person shall be deemed ServisFirst's agent.

f. ServisFirst shall be excused from failing to act or delay in acting, and any failure or delay shall not constitute a breach of this Agreement or otherwise give rise to any liability of ServisFirst if (i) the failure or delay arises out of a legal constraint, interruption of communication facilities, equipment failure, war, emergency conditions, natural disaster, labor dispute or other causes beyond the control of ServisFirst, or (ii) ServisFirst believes its action would violate any guideline, rule, regulation or policy of any government authority (including a Federal Reserve Bank). ServisFirst shall not be liable or responsible to Customer in any manner for any delay or failure to transfer any amount hereunder due to such guidelines, rules, regulations or policies which limit, in the aggregate, the amount ServisFirst can transfer from time to time during any banking day; provided, however, that ServisFirst promptly notifies Customer if the Request is not executed on the requested Execution Date and that ServisFirst effectuates the transfer as soon as is reasonably possible thereafter. *ServisFirst shall not be liable for any expense, loss or damage arising out of or in any way relating to any ambiguity, in ServisFirst's sole opinion, in Requests.*

10. International Wire Transfers.

a. In the event that Customer submits a Request to ServisFirst for an international wire transfer, ServisFirst may, but shall not be obligated to, execute such Request. ServisFirst shall have the sole and absolute discretion to refuse to execute such Request.

b. A Request for an international wire transfer must be submitted to ServisFirst orally over the telephone, or in a writing on ServisFirst's form for that purpose. ServisFirst will accept a written Request in person, by facsimile or by e-mail. Subject to paragraph 2 above, for a Request to be executed on a particular Business Day, such Request must be received by ServisFirst no later than 2:30 p.m. (Central Time) on such Business Day. Subject to paragraph 2 above, a Request received by ServisFirst after 2:30 p.m. (Central Time) on a Business Day, or on a non-Business Day, will be executed the next Business Day, unless ServisFirst, in its sole discretion, is willing and able to execute such Request on the same day that it is received.

c. In executing a Request for an international wire transfer, ServisFirst may choose the funds transfer mechanism to be used to process such Request. In this regard, ServisFirst may choose to process such Request through the Federal Reserve Bank System, the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"), the Clearing House Interbank Payments System, one or more correspondent banks, and/or one or more non-bank third party transmitters of international wires. ServisFirst shall not be liable for any third party's failure to process or delay in processing any instruction.

d. In connection with any international wire transfer arising hereunder, the transfer of funds in a currency other than the currency of the country in which the payee's account is located (the "Local Currency") may be converted into the Local Currency by ServisFirst, a correspondent bank, a non-bank third party transmitter of international wires, or a paying bank. ServisFirst assumes no responsibility for any delay in the transfer of funds caused by any such conversion, the rate of conversion used in any such conversion, the amount of commissions, fees or other charges deducted in connection with any such conversion, or for fluctuations in exchange rates of currencies generally. Upon the request of Customer, ServisFirst will disclose to Customer the currency conversion rate applicable to a particular conversion transaction.

Without limiting the foregoing, ServisFirst hereby notifies Customer that ServisFirst engages a non-bank third party transmitter of international wires to process Requests related to international wires to certain foreign countries. Under its agreements with such third-party transmitter, ServisFirst has authorized and instructed such third-party transmitter, in such third party transmitter's sole discretion, to initiate international wire transfers in Local Currency, even if Customer provides to ServisFirst, or ServisFirst provides to such third party transmitter, an instruction for the initiation of payment in another currency (the "Instruction Currency"). By signing this Addendum, Customer hereby expressly consents to (i) such arrangement between ServisFirst and such third-party transmitter, and (ii) such third party transmitter's conversion of the Instruction Currency into Local Currency prior to initiating an international wire transfer requested by Customer. If Customer desires for a particular Request to be initiated in the Instruction Currency, rather than in Local Currency, Customer must provide express written direction to ServisFirst to initiate such Request in the Instruction Currency, rather than the Local Currency, at the time Customer submits such Request to ServisFirst.

e. Customer may not be able to amend or cancel a Request for an international wire transfer after such Request has been received by ServisFirst. *SERVISFIRST MAY AT ITS DISCRETION USE REASONABLE EFFORTS TO ACT ON CUSTOMER'S REQUEST FOR AMENDMENT OR CANCELLATION, BUT SERVISFIRST WILL NOT BE LIABLE WHETHER IT IS SUCCESSFUL OR UNSUCCESSFUL.* Furthermore, Customer will indemnify and hold ServisFirst harmless from any and all liabilities, costs and expenses that ServisFirst may incur in its amendment or cancellation efforts. In connection with any amendment or cancellation of a Request, ServisFirst shall have no obligation to refund to Customer funds which have been transferred pursuant to such Request unless and until such funds are returned to ServisFirst. Customer acknowledges that circumstances in which funds may not be returned to ServisFirst include, without limitation, circumstances where (i) the funds do not reach their foreign destination, (ii) any foreign correspondent bank, non-bank third party transmitter of international wires, or paying bank refuses to confirm receipt of a payment order or refuses to respond to ServisFirst's request for a return of the funds, or (iii) foreign government restrictions or regulations prevent such return. Customer agrees that international wire transfer Requests are made by Customer at its risk and are not guaranteed by ServisFirst once transmitted outside the United States.

f. In making any refunds under the preceding paragraph for any Request that is successfully amended or cancelled, ServisFirst will pay Customer in U.S. Dollars an amount equal to the amount received by ServisFirst from, or credited to ServisFirst's account by, any correspondent bank, non-bank third party transmitter of international wires, or paying bank after a Conversion, if any, from a Local Currency. In connection with any such refund, Customer shall be obligated to pay ServisFirst's charges and expenses and those of any correspondent bank, non-bank third party transmitter of international wires, and paying bank not already paid by Customer, and ServisFirst may deduct those charges and expenses from the amount of any refund.

g. If Customer requests ServisFirst to trace a transfer of funds, Customer agrees to pay ServisFirst on demand a reasonable fee to cover ServisFirst's expenses in connection with the trace.

h. International wire transfers may be subject to the rules and requirements of SWIFT and/or the laws of other countries, and Customer agrees to be bound by and comply with all of the foregoing.

i. Notwithstanding anything to the contrary herein, ServisFirst reserves the right to require such additional information for any Request involving an international wire transfer that ServisFirst, in its sole discretion, determines to be necessary or appropriate.

11. Indemnification. Except as may be directly attributable to our lack of good faith or failure to exercise ordinary care and as limited by UCC Section 4-103 as in effect, Customer agrees to defend, indemnify, and hold ServisFirst and its affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) (the “Indemnified Parties”) harmless from and against any and all losses, liabilities, costs, damages (including punitive damages), expenses (including attorneys’ fees), claims (whether or not formally asserted), or demands (the “Indemnified Losses”) to which any of the Indemnified Parties may be subject or may incur arising out of or in connection with its or their performance of this Service, or any of Customer’s obligations, responsibilities, warranties or representation relating to the Services, or Customer’s breach of any term hereof, regardless of the nature of any loss. Customer agrees to indemnify the Indemnified Parties against any of the Indemnified Losses or expenses resulting from or arising out of any claim of any person that ServisFirst is responsible for the act or omission of Customer or any of the Third Parties (as defined in the Limitation of Liability section). Customer agrees that ServisFirst and the other Indemnified Parties shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide Customer with access to any Service, whether caused by the equipment, software, us, Internet service providers, Internet browsers, or parties providing communication services to or from Customer. Not in limitation of the foregoing, Customer hereby releases Bank from, and hereby agrees to indemnify and hold the Indemnified Parties harmless from and against, any and all damages, costs, and expenses (including attorneys’ fees), arising from:

- a. Wire Transfers performed in accordance with directions given by any Authorized User;
- b. Any error or delay in a Wire Transfer caused by any agent used by ServisFirst, including, but not limited to, any Federal Reserve Bank;
- c. ServisFirst’s decision not to complete a Wire Transfer if ServisFirst is unable to verify instructions after seeking such verification;
- d. ServisFirst’s decision not to make a Wire Transfer if the applicable Account does not have a balance of actually and finally collected funds sufficient to cover the amount of the transfer; or
- e. If the Wire Transfer is prohibited as a result of a court order, garnishment, tax levy, or if for any reason ServisFirst reasonably believes that execution of a Wire Transfer might result in an unauthorized or erroneous transfer or might otherwise cause ServisFirst to suffer a loss.

12. Market Rate for Wire Transfers. When a Request qualifies for auto-conversion, the funds will be automatically converted by ServisFirst’s service provider as of the Business Day that ServisFirst receives Customer’s Request (unless the Request is received after the Cut Off Time, in which case such conversion will occur on the next Business Day). The market rate shall be that established by ServisFirst’s service provider for the specific currency and may not be the lowest available currency conversion rate. If a Request is returned, the amended Request may be subject to a market rate other than that applied to the returned Request. A Request qualifies for auto-conversion if it is in U.S. Dollars, designates a beneficiary account that has not been excepted from the auto-conversion program that is held by a beneficiary bank that is located in a country that is included in the auto-conversion program, and is in an amount less than ServisFirst’s then-current threshold amount for auto-conversion.

Central Vault Service Terms

1. **General.** This Service permits Customer to make deposits to its Accounts at ServisFirst's Central Vault and to request delivery of currency and coin.

2. **Deposits.** Customer requests that ServisFirst accepts deposits to Customer's Accounts from time to time at the Central Vault. Customer may deposit at the Central Vault currency, checks and other payment instruments, as provided below:

a. **Contents of Bag.** Customer represents and warrants to ServisFirst and agrees with ServisFirst that with respect to each deposit made under this Agreement:

- i. The Bag does not contain any paper clips, staples or other materials or property whatsoever other than (i) currency, coins, checks and other negotiable instruments owned by Customer that Customer intends to deposit to an Account, and (ii) a deposit slip or slips for such deposit that designate the Account to which each deposit should be made;
- ii. Customer has carefully collected and counted all Funds contained in the Bag;
- iii. Customer has secured all counted Funds in the Bag;
- iv. The secured Bag is clearly marked by Customer with Customer's name, address and the appropriate Account number;
- v. Each secured Bag includes a deposit ticket setting forth the individual amount of Funds and the total amount being delivered for deposit;
- vi. All currency included in each Bag is sorted by denomination, face up, facing the same direction and bound with a single paper currency strap containing one hundred (100) notes of the same denomination, if applicable, with each strap labeled to indicate the amount of notes enclosed, Customer's name and address and the initials of the person preparing the strap;
- vii. All checks included in each Bag are face up and facing the same direction with only one adding machine tape itemizing and totaling all checks included in the Bag; and
- viii. Each bag has been prepared by Customer under dual control where two employees of Customer validate contents and each initial.

b. **Relationship With Respect to Bag.** When a Courier opens a Bag and delivers the contents to ServisFirst and ServisFirst accepts the same, or if and when ServisFirst opens the Bag and accepts for deposit the contents, the relationship between ServisFirst and Customer will be that of a creditor and debtor and will be subject to the terms of the Account Agreement.

c. **Additional Security Procedures.** ServisFirst will provide each Authorized User with a customer ID number and access code for placing cash orders through the automated cash ordering system which may be provided by a third party carrier. Customer is solely responsible for implementing internal procedures to safeguard the customer ID number and access code, for changing the access code upon termination of employment of any Authorized User and for notifying ServisFirst immediately if Customer believes that the integrity of the ID number and access code may have been compromised. Customer is responsible for any transactions initiated by use of the customer ID number and access code.

d. **Transport.** Customer will be solely liable for all preparation and accuracy of cash, checks and other property received or made available pursuant to this Service and expressly acknowledges that it is assuming any risk of loss or shortage or issues related to a third party carrier.

3. Processing of Deposits. Customer hereby authorizes ServisFirst to perform the following services for Customer upon ServisFirst's acceptance of any Bag at ServisFirst's Central Vault for deposit to an Account:

- a. To open the Bag and process the contents thereof (without Customer or Customer's Courier); and
- b. To accept for deposit to the designated Account checks and other instruments that (i) are marked "payment in full" or similar language, or (ii) name Customer or any Named Payee or endorsee, and to process such checks and instruments as if said items were made payable to Customer.
- c. If ServisFirst's count of the contents of the Bag matches the amount of Funds specified on the deposit slip, to process the Funds for deposit to Customer's Account.
- d. If ServisFirst's count of the contents of the Bag does not match the amount of Funds specified on the deposit slip, to process the Funds for deposit to Customer's Account and make a debit or credit adjustment to the Account in the amount of the discrepancy, which will be described in the appropriate monthly statement for the Account. If the amount of the discrepancy is \$50.00 or more, ServisFirst will also attempt to contact the Service Administrator by telephone on the Business Day that ServisFirst discovers the discrepancy.

Customer expressly agrees to accept as final and conclusive ServisFirst's records regarding the amount and type of coins, currency, checks and other instruments and other property, if any, which were in each Bag when opened and counted by us. Counterfeits will be charged to the Account. All deposits made under this Agreement will be subject to the terms of the Account Agreement.

4. Currency and Coin Order Services. Customer requests that ServisFirst deliver currency and coin to it from time to time pursuant to Customer's Change Order submitted to the Central Vault.

a. **Change Orders.** Change Orders must be delivered in form satisfactory to us and in accordance with ServisFirst's procedures from time to time. Change Orders must be initiated using a personal identification number ("PIN"). Customer agrees that use of a PIN is a commercially reasonable security procedure appropriate to Customer's business and authorizes and directs us to process all Change Orders requested using the PIN. Customer may request a debit of currency and coin from an Account. Unless ServisFirst provides otherwise, the cut-off time for receipt of a Change Order by the Central Vault is 10:00 a.m. on a Business Day. Change Orders received after the cut-off time will be deemed received on the next Business Day. All Change Orders must be in the increments provided in ServisFirst's procedures regarding change order specifications. Customer may request preauthorized, recurring ("standing") Change Orders or individual Change Orders, as provided in such procedures.

b. **Shipments.** Customer and ServisFirst agree:

- i. Unless ServisFirst otherwise agrees, each Shipment will be ready for pick up on the Business Day after the Business Day ServisFirst accepts a Change Order.
- ii. ServisFirst will suffer no loss or liability by reason of any Shipment provided that a person into whose custody the Change Order is delivered shall have been reasonably identified as Customer's Courier. All risk of loss shall pass to Customer upon delivery of the Shipment by ServisFirst to the Courier.
- iii. Upon receipt of the Shipment, Customer shall count the currency and coins and immediately notify us and the Courier of any asserted discrepancy. Two of Customer's employees must be present when the Shipment is initially opened and counted in order to establish an asserted discrepancy. If an asserted discrepancy is reported to us and ServisFirst also shows the same discrepancy, (i) in the event of a shortage, ServisFirst will, at Customer's election, (A) credit Customer's Account, or (B) ship to Customer, in the denomination required, the amount of the shortage before the close of business on the next Business Day; (ii) in the event of an overage, at Customer's election, but within twenty-

four (24) hours or the next Business Day, Customer agrees to (A) return the overage to us via the Courier, or (B) request us to debit Customer's Account provided that the Account has a sufficient available balance to cover the amount of the overage.

- iv. If Customer reports an asserted discrepancy and ServisFirst shows no offsetting discrepancy, Customer, the Courier, and ServisFirst together shall determine liability. Customer may assert no discrepancy unless the procedures herein have been followed and, upon ServisFirst's request, Customer's Courier and/or Customer's appropriate employees each provide an affidavit to such effect. Notwithstanding the foregoing, in the event of any asserted discrepancy that involves one hundred dollars (\$100) or more, Customer agrees to notify ServisFirst immediately by telephone to its contact number designated for that purpose. Further, Customer agrees to promptly return to us any straps, containing such overage or shortage.

c. **Notification to Courier.** Customer shall have sole responsibility to notify the Courier of all discrepancies in Change Orders or deposits.

5. **Definitions.**

"Bag" means a secured container approved or accepted by us.

"Branch" means one of ServisFirst's branch offices.

"Central Vault" means each of ServisFirst's vault facilities where deposits may be delivered or Change Orders accepted in accordance with this Agreement.

"Change Order" means a request for currency and coins, in form satisfactory to ServisFirst.

"Courier" means an armored courier service that delivers Funds to or receives Funds from ServisFirst.

"Funds" means currency, coins, checks and other payment instruments.

"Named Payee" means each payee designated in the Enrollment Documentation.

"Shipment" means each shipment of currency and coin delivered in response to Customer's Change Order.

Lockbox Remittance Processing Service Terms

1. **General.** This Service permits deposits to be made to Accounts using a designated Post Office box (“P. O. Box”) for such purpose, as provided herein.

a. **Accounts; Chargebacks.** When ServisFirst receives a check or check with remittance coupon (a “Remittance Payment”), it shall credit the appropriate Account for the full amount of the payment. Funds received at Customer’s P.O. Box and delivered to the Processor after 9:00 AM (CST) may not be credited until the next Business Day. All funds are credited conditionally subject to “final payment” and clearance of all remittances. To the extent permitted under Alabama law, ServisFirst reserves the right to reverse any credit that is subsequently disputed or fails to clear.

b. **Services.**

- i. Each Business Day, the remittance processor (the “Processor”) will collect all incoming remittances from the Post Office according to the Processor’s established delivery schedule. Once received, each payment will be opened and examined, and all acceptable payments shall be processed.
- ii. ServisFirst will provide Customer with a website address where Customer can view reports and images of daily transactions in Customer’s Account(s). Customer shall also be provided with a unique identification number (“User ID”) and password that must be entered in order to access the Account(s).
- iii. In the event the Processor receives a Remittance Payment that is unacceptable, such as checks that are drawn on foreign banks, damaged, or accompanied by cash or coin, or as provided in ServisFirst’s procedures or otherwise agreed to by the parties from time to time (an “Exception Item”), the Processor will contact ServisFirst Bank for resolution or handling instructions. Exception Items shall not be credited into the Customer’s Account.
- iv. All Remittance Payments must be made by personal check, business check, attorney trust account check, certified check or money order. If cash is received by the Processor, the Processor will verify cash utilizing dual controls with a manager or supervisor present. The cash will be documented and placed in a tamper-proof bag and placed in a secure, fire-proof file cabinet. The Processor will notify ServisFirst and ServisFirst will notify Customer so that Customer may take appropriate action with respect to the Exception Items.

2. **Customer Obligations.**

a. **Post Office Box.** Customer will work with the Processor to make arrangements for a P. O. Box to which the Remittance Payments shall be mailed. The Processor shall be solely and exclusively responsible for all payments related to the rental of the P. O. Box.

b. **Customer System Requirements.** Customer shall be responsible for obtaining and maintaining access to the Internet by utilizing the appropriate web browser recommended by the software provider in order to use the Service. Customer shall also obtain and maintain a current version of Adobe Acrobat in order to read the report files in portable document format (*i.e.*, “.pdf”). These system and software requirements may be subject to change, and it shall be the sole responsibility of Customer to ensure that Customer’s equipment is sufficient to use the Services.

c. **Customer Information.** Customer shall promptly notify ServisFirst of any change in Customer’s mailing address, email addresses or telephone numbers.

d. **Exception Items.** Customer shall work with ServisFirst to resolve Exception Items.

Check Positive Pay Service Terms

1. **General.** This Service permits Customer to authorize and/or confirm the payment or return of certain Checks presented for payment against Customer's Account(s). If a Positive Pay Account is funded by an ACH, Wire, EFT, or any other paperless entry and there are no funds available to be deposited to the Positive Pay Account, ServisFirst will not be required to pay any Checks presented against the Account. The ACH Positive Pay Service is governed by separate terms. See p.28.

2. Delivery Arrangements and Timing.

a. **Delivery Arrangements.** ServisFirst and Customer shall jointly establish criteria in writing under which Items shall be paid from an Account. If an Item is presented to ServisFirst for payment against an Account which does not for any reason meet the check standards below or the jointly-established criteria, such Check shall be deemed an exception. Customer shall provide each Business Day an electronic check-issue file to ServisFirst via the method and in the form set out in ServisFirst's applicable procedures no later than 4:00 PM CST for same Business Day processing. Any Check that complies with these terms and the jointly-established criteria will be deemed properly payable in accordance with the Check's terms. ServisFirst shall deliver to Customer each Business Day by approximately 7:00 AM CST, a list (electronic or paper) of such daily exceptions. Customer shall review this list of exceptions within ServisFirst's Business Online Banking Service and specify no later than 12:00 Noon CST of the same Business Day which exceptions Customer decides to pay or return. Customer expressly acknowledges and agrees that any items on the exception list not specified by Customer to pay or return shall be handled by ServisFirst according to whether Customer has selected pay or return as its default position.

b. **Timing.** Customer understands that ServisFirst will begin capturing items into the Service at the beginning of Customer's statement cycle following the Customer's enrollment in the Service or on the date mutually agreed upon by ServisFirst and Customer.

3. Check Standards.

a. **Minimum Check Standards and Specifications.** Customer will ensure that each issued check will comply with the applicable American National Standards Institute standards, will bear an encoded check serial number and an encoded amount which match the description of an outstanding item in the check issue file.

b. **Rejected Items.** ServisFirst reserves the right to charge for rejected paid Checks at the rate provided in the Fee Schedules. ServisFirst shall notify Customer of rejection due to check quality issues.

4. Errors or Unauthorized Transactions; Notice of Claims; Stop Payments.

a. Unless Customer and ServisFirst have specifically agreed in writing for other notification arrangements, ServisFirst is not required to and will not provide Customer with notice of debits to an Account. Debits to an Account will only be reflected on the periodic statement for the Account. Customer transactions history (current day/prior day reports) are available through business online banking if Customer is enrolled in the ServisFirst Bank Business Online Banking Service. Where Customer and ServisFirst have agreed to such notification arrangements, however, whether such notice is to be provided electronically, by telephone, in writing or otherwise (each such notice, a "Confirmation"), Customer agrees to regularly and promptly review and verify each Confirmation. If Customer suspects an error, discrepancy or unauthorized transaction, Customer shall immediately report the event by contacting ServisFirst by telephone or in person, and submit a written report detailing the discrepancy as soon as possible, but in any event within fourteen (14) days of the earlier of (i) the closing date of the Account statement which first reflected the discrepancy, or (ii) the date of the Confirmation.

b. If Customer fails to notify ServisFirst of any discrepancy in accordance with the foregoing, Customer will be precluded from asserting subsequent forgeries, alterations or unauthorized transactions by the same person or entity with respect to any of Customer's Accounts. Without regard to care or lack of care,

Customer's failure to discover and report any suspected error, discrepancy or unauthorized transaction in connection with the Service or Customer's Accounts within fourteen (14) days following a Confirmation or other documentation reflecting the transaction in question was made available to Customer will bar any claim against ServisFirst with respect to any such error, discrepancy or unauthorized transaction. Customer shall notify ServisFirst immediately of any claim against Customer or ServisFirst made by a third party, that any act or omission by ServisFirst with respect to the Service has caused such third party any damage or loss of any sort. Customer acknowledges that the reconstruction of an event causing Customer or any third party to suffer damage or loss becomes difficult and may be inaccurate more than thirty (30) days following the occurrence of such event. Accordingly, ServisFirst and Customer agree that any claim, action or proceeding against the other for damages arising from or in any way related to an act or omission of the other in connection with the Service or the performance of the Service, including any claim based on negligence, must be brought within thirty (30) days from the date of such act or omission. Customer and ServisFirst will cooperate with the other in any loss recovery effort related to the performance of the Service and will assist the other in the defense or prosecution of any claim, action or proceeding brought by or against a third party related to the Service.

c. In order to stop payment on a Check included in the check issue file, Customer shall deliver a stop payment order via telephone or in writing prior to the presentment of the item. A cancel or void in the check issue file should only be used if a Check has not been disbursed. ServisFirst's system will not recognize cancels as stop payments. If a stop payment order is placed after an item has been memo posted to ServisFirst's system, the stop payment will not be placed. Stop payment orders are subject to the terms and conditions of the deposit agreement governing Customer's account.

5. Liability of ServisFirst. *WITHOUT LIMITING THE GENERALITY OF THE ABOVE OR ANY PROVISION HEREOF, SERVISFIRST SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF CUSTOMER, INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF DELIVERY, THE PAYMENT OR FAILURE TO PAY OF ANY CHECK HEREUNDER, OR CUSTOMER AUTHORIZATION OF ANY CHECK OR ITEM DESCRIBED BY CUSTOMER OR ANY INSTRUCTION GIVEN (OR FAILED TO BE GIVEN) BY OR RECEIVED FROM CUSTOMER, OR ANY ACT OR OMISSION OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY TRANSMISSION OR COMMUNICATIONS FACILITY, AND DATA PROCESSOR OF CUSTOMER, AND NO SUCH PERSON SHALL BE DEEMED THE AGENT OF SERVISFIRST.*

6. Tapes and Records. All magnetic tapes, electronic data or media, and records used by ServisFirst in connection with the Services shall be and remain the property of ServisFirst. ServisFirst may, in its sole discretion, make available such information upon Customer's request. Any expenses incurred by ServisFirst in making any such information available to Customer shall be paid by Customer.

7. Other Terms and Conditions.

a. Customer is responsible for providing and maintaining an updated list of Customer personnel authorized to make pay/no pay decisions on items to ServisFirst ("Authorized Personnel"). Information provided in the Service Documentation will remain in effect until the Service Administrator effects the changes in the Service or otherwise notifies ServisFirst in writing of a change in the list of Authorized Personnel.

b. Customer shall be responsible for ensuring that all checks and Debits issued by Customer in connection with this Service meet ServisFirst's quality standards and specifications. Without liability to any party, and without limiting any other right or remedy available to ServisFirst, ServisFirst shall be entitled to cease or suspend the Service, in whole or in part, in ServisFirst's sole and absolute discretion and with or without notice to Customer, if the quality of the Debits do not meet ServisFirst's standards and specifications, or if Customer shall otherwise fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or shall commit any act or omission which impairs ServisFirst's ability to provide or prevents ServisFirst from providing the Service.

c. The types of exceptions identified using the Service are strictly limited to the exception definitions herein, according to the service level Customer has elected. Nothing herein shall be construed as relieving Customer of its reasonable and customary due diligence responsibilities regarding the examination of account statements and daily exception lists to detect exceptions outside the scope of the Service provided to Customer hereunder (including, but not limited to, alteration of payee information if such information is not otherwise verified in connection with the Service). ServisFirst shall not be liable for any loss arising from Customer's failure to exercise reasonable and customary due diligence.

d. Customer shall accept liability to any party and hold ServisFirst harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any Debit if such return resulted from the correct application of Customer's pay/return instructions.

e. ServisFirst will not be liable to Customer or anyone else if ServisFirst refuses to pay suspect items presented at ServisFirst teller lines.

f. Nothing herein shall constitute a waiver or limitation of the rights of ServisFirst or Customer under the Uniform Commercial Code ("UCC"). ServisFirst's liability for wrongful dishonor of a Debit presented to ServisFirst for payment shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; *provided, however*, that ServisFirst shall have no liability to Customer for wrongful dishonor when ServisFirst, acting in good faith, returns a presented Debit: (i) that it reasonably believed was not properly payable; or (ii) if required to do so by the service of legal process on ServisFirst or the instructions of regulatory or government authorities or courts.

Remote Deposit Service Terms

1. **General.** This Service allows Customer to create and transmit Imaged Items to ServisFirst (or ServisFirst's designated processor) to be cleared as negotiable instruments used in the United States to represent the digital reproduction of an original paper check) ("Substitute Checks") or Image Exchange Items on the Accounts. If Customer is approved by ServisFirst to transmit Items to be cleared as ACH Entries, the ACH Terms shall apply. In such event, all ACH entries will be governed by such Terms and all Substitute Check and Image Exchange Item transactions will be governed hereby. Customer Terms shall apply to this Service which will capture digitized images of Checks using Software and Equipment provided by or through ServisFirst or other Software and Equipment acceptable to ServisFirst, and will ensure that the output files are compatible with the Service. Any software necessary shall be maintained by Customer, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to ServisFirst. Customer shall transmit its output files as provided in the Service Documentation.

2. **Definitions.** As used herein, the following terms shall have the following meanings.

"ACH" means Automated Clearing House.

"ANSI X9" means the standards and specifications for paper-based and imaged-based payments established by the American National Standards Institute from time to time.

"Check" means an Original Check, except that Check does not include a Substitute Check or a remotely created check. "Check 21 Act" means the Check Clearing for the 21st Century Act (Pub. Law 108-100).

"Documentation" means all documentation, application, user set-up form, system requirements guide, schedule of fees, the use manual, any other user guides/quick references, all instructions (including on-line instructions) relating to the Services which ServisFirst may provide to Customer from time to time in connection with the Service.

"Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items of Substitute Checks.

"Equipment" means the scanner and such other hardware as may be supplied by ServisFirst or its designee to Customer to utilize the Service.

"Imaged Item" means the digitized image of a Check that is created by Customer.

"Image Exchange Item" means a digitized image of any Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

"Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or indorsed to Customer, and includes Original Checks, Substitute Checks and Image Exchange Items. Such terms does not include Non-cash Items or Items payable in a medium other than United States money.

"Original" means, with respect to a Check, the first paper Item issued with respect to a particular payment transaction.

"Payor Financial Institution" means the United States financial institution ordered in an Item to make payment to the payee(s) named on the Item.

"Regulation CC" means Regulation CC of the Federal Reserve Board, codified at 12 CFR Part 229.

"Software" means any software which may be offered or required by ServisFirst for use in receiving, validating and packaging images and data from a bulk file to be forwarded to ServisFirst for additional processing.

3. Description of the Service.

- a. Customer will create images of Checks at Customer's location by use of the Equipment and the Software.
- b. Customer will transmit the Imaged Items to ServisFirst, or ServisFirst's authorized processor, on the Internet through a web-based interface.
- c. ServisFirst will maintain the appropriate Account (as defined below) for Customer to (i) receive credit for Imaged Items and (ii) provide other specific information required by ServisFirst related to the Service. All deposits received by ServisFirst shall be accepted, subject to ServisFirst's verification and final inspection, and may be rejected by ServisFirst in its sole and absolute discretion. All deposits are subject to the terms of the Account Agreement.
- d. ServisFirst will provisionally credit Customer's Account for deposits upon acceptance and final inspection, as contemplated by subpart (c), above.

4. Customer Responsibilities.

- a. **In General.** Customer agrees that Customer will use the Service only for the deposit of "Checks", as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). Customer agrees that the image of any Check that is transmitted to ServisFirst shall be deemed an "item" within the meaning of Article 4 of the UCC. In connection with the Service, Customer shall (i) exercise due care in operation of the Equipment and Software, and shall enter all amounts and other information correctly; (ii) maintain one or more deposit Accounts; (iii) be solely responsible for training its employees in the use of the Service, the Equipment and the Software; (iv) only submit Checks for processing to ServisFirst and will ensure that the Checks scanned meet the ANSI X9 standards for image quality required by Regulation CC, or other standards established by ServisFirst or Applicable Law; (v) ensure that Checks are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process; (vi) ensure that no financial institution, drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form; (vii) use the Service, including the entering, processing and transmittal of Imaged Items, in accordance with the Service Documentation; (viii) verify ServisFirst's receipt of Customer's transmissions by verifying that deposits have been posted to the appropriate Accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with ServisFirst; (ix) retain each Original Check in a safe and secure environment for such time as Customer deems necessary and advisable after each such Item has been digitized, which shall in no event be less than sixty (60) days; (x) promptly (and in any event within five (5) Business Days) provide any retained Original Check (or if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to ServisFirst as requested to aid in the clearing and collection process and to resolve claims by third parties with respect to any Item or as ServisFirst deems necessary; (xi) take appropriate security measures to ensure that (A) only authorized personnel shall have access to Original Checks, and (B) the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties; (xii) use a commercially reasonable method, consistent with any requirements of Regulation CC and other applicable law, to destroy Original Checks after Customer's retention period has expired; (xiii) immediately notify ServisFirst if the Equipment or any of the Checks have been lost, stolen, altered or misused, or damaged. Customer shall not use the Equipment or Checks while damaged or altered.
- b. **Negative Covenants.** Customer further agrees that it shall not (i) process any third-party Checks; (ii) unless approved in advance in writing by ServisFirst, attempt to scan and transmit to ServisFirst any Check which is drawn on a deposit account of Customer at ServisFirst or any other financial institution, or a deposit account of any business entity of which Customer is a principal, officer or authorized signer; or (iii) attempt to scan and transmit to ServisFirst any previously truncated and reconverted Substitute Check.

c. **Image Quality.** Each Imaged Item scanned by Customer and transmitted to ServisFirst through the Service shall be of such quality that the following shall be clearly be readable by sight review: the front of the Check, the back of the Check, the amount of the Check, the payee, the drawer's signature, the date, the Check number, the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line, and other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check. Images shall also meet any standards for image quality established by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association.

d. **Technology.** In addition, Customer will provide, at its own costs and expense, an Internet connection (such as a digital subscriber line or other connectivity having equivalent or greater bandwidth) and all other computer hardware, software (including a compatible Web browser), and other equipment and supplies required to use the Service (other than the Software and the Equipment), all of which must satisfy any minimum requirements set forth in the Service Documentation or as otherwise may be acceptable to ServisFirst. Customer shall be responsible for installing and implementing any changes and upgrades to the Software as required by ServisFirst within five (5) days of any notice of changes or upgrades received from ServisFirst to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Service. Customer will ensure that the Equipment is clean and operating properly, and inspect and verify the quality of images and ensure that the Imaged Items are legible for all posting and clearing purposes.

e. **Additional.** Customer acknowledges and agrees: (i) ServisFirst's processing of any Imaged Items that do not meet the definition of Checks is for the convenience of Customer only, shall not constitute a waiver by ServisFirst or obligate it to process such non-qualifying Items in the future, and that ServisFirst may discontinue processing any non-qualifying Items at any time, without cause or prior notice; (ii) Customer must physically deposit any previously truncated and reconverted Substituted Check with ServisFirst; (iii) Any Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to Customer and Customer's Account charged for the amount of the Item plus any associated fee, and ServisFirst's right to charge Customer's Account will apply without regard to whether the Item is timely returned to ServisFirst or whether there is any other claim or defense that the Item has improperly returned to ServisFirst; (iv) Customer shall at all times maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform its obligations under this Schedule. Customer represents and warrants to ServisFirst that Customer (A) is not now engaged, and will not so long as this Schedule remains in effect engage in, any business that would result in Customer being or becoming a "money service business" within the meaning of the federal Bank Secrecy Act and its implementing regulations, and (B) will not engage in any activity directly or indirectly related to the Service that is illegal or fraudulent.

5. **Compliance With Law.** Without limiting the generality of Section 4 above or any other term of this MSA, Customer shall comply with all Applicable Law, including, without limitation, Regulation CC, the UCC and any rules established by any image exchange network through which Image Exchange Items are processed pursuant hereto. Customer shall have the responsibility to fulfill any compliance requirement or obligation that ServisFirst (or Customer) may have under all Applicable Law, including, without limitation, sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including, but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such acts, as the same may be from time to time amended.

6. **Software and Equipment.**

a. At any time, ServisFirst may require, in its sole and absolute discretion, the use of Software in connection with the Service. If Software is required, ServisFirst will provide to Customer a copy of the Software or instructions on how to obtain the necessary Software. To the extent ServisFirst requires use of Software in

connection with the Service, Customer will implement and use the Software, as set forth in the Service Documentation and any applicable materials relating to the Service Documentation to transmit output files to ServisFirst. Customer acknowledges that (i) its license to any Software that may be required for the Service is directly from the Software provider, (ii) ServisFirst may provide certain limited support to Customer with respect to the Software, but that ServisFirst will have no responsibility for maintenance, support, infringement protection, other otherwise, to Customer with respect to the Software, and (iii) Customer will look strictly to the Software provider, or its successors, with respect to any issues concerning the Software that cannot be satisfactorily resolved with ServisFirst's assistance. Customer will use the Software solely for the purpose of transmitting output files to ServisFirst consistent with this Schedule and not for communications with any other party. Customer will not allow access to the Software or the use of the Service by any person other than Customer, and will only process Items arising from a transaction or obligation between Customer and its direct payor. Customer will promptly return all copies of the Software and Documentation, including materials related to the Service Documentation, to ServisFirst upon termination of the Service. Customer will not reproduce the Software or other functionality or content included or used for the Service or on which the Service is based, and Customer will not decompile, reverse engineer or disassemble the Software or otherwise attempt to derive its source code. Customer acknowledges that ServisFirst may from time to time, change the Software required for the Service (if any).

b. ServisFirst will originate the installation of the Equipment at Customer's designated location, and will provide Customer with training for the Equipment. ServisFirst will order the Equipment directly from a designated vendor, which vendor will be solely responsible for servicing and repair of the Equipment. ServisFirst is and shall remain the owner of the Equipment, unless otherwise agreed in a writing signed by ServisFirst. ***ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, ON THE PART OF SERVISFIRST, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.***

7. ServisFirst Rights and Responsibilities.

a. For all Imaged Items transmitted by Customer and received and accepted by ServisFirst hereunder, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. ServisFirst may in its sole discretion determine the manner of processing. All such processing and presentment shall be conducted in accordance with timeframes and deadlines established by ServisFirst from time to time.

b. Unless otherwise agreed by Customer and ServisFirst, ServisFirst will process any returned Items in accordance with applicable law and the Account Agreement.

c. ServisFirst may at its sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. ServisFirst may from time to time establish exposure limitations and assign them to Customer.

d. Availability of credit for Items processed under this Schedule will be subject to ServisFirst's funds availability schedule, which may be amended without notice. The foregoing notwithstanding, in addition to any other rights ServisFirst may have with respect to any account of Customer held at ServisFirst, ServisFirst may hold and use funds in any Account following termination of the Service for such time as ServisFirst reasonably determines that any Item processed by ServisFirst prior to termination of the Service may be returned or charged-back, or otherwise may result in a loss, liability, cost, exposure or other action for which ServisFirst may be accountable. Without limitation, Customer recognizes that under the UCC, Regulation CC and the rules of any image exchange network, ServisFirst's representations and warranties with respect to Image Exchange Items and Substitute Checks may expose ServisFirst to claims for several years following processing for the Image Exchange Item or Substitute Check.

e. Customer acknowledges and agrees that in the event of any interruption of transmission, communications failure, equipment failure or any other circumstance beyond ServisFirst's control which effects the availability of the Service, ServisFirst shall be excused from failure or delay in acting, and Customer may instead deposit directly with ServisFirst the original Items for processing and presentment, provided such original Items have not been previously imaged and processed in connection with the Service. In addition, Customer agrees that ServisFirst shall be excused from failing to transmit or delay in transmitting any Item for presentment if such transmittal would result in ServisFirst's having exceeded any limitations upon its intraday net funds position established pursuant to Federal Reserve guidelines or ServisFirst's otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other federal or state governmental regulatory authority with jurisdiction over ServisFirst.

f. ServisFirst may from time to time establish minimum amounts to be funded by Customer as reserve amounts. ServisFirst will provide notice to Customer of any reserve requirement, and Customer shall immediately fund the reserve amount with good funds. ServisFirst may withhold and use any amounts due to Customer to maintain any reserve amounts at levels specified by ServisFirst.

g. ServisFirst may at its sole discretion conduct an on-site inspection, at any time and from time to time, of Customer's place of business to ensure compliance with the provisions of this Schedule.

h. In connection with ServisFirst's entry on the premises of Customer for the purpose of installation of the Equipment and Software for the Service, for the purpose of conducting any on-site inspection, or in connection with providing support to Customer, ServisFirst shall not be liable or responsible to Customer or any third party for any loss, bodily harm, or property damage (including introduction of any virus or malicious code into Customer's computer systems, data corruption or other, similar damage, whether related to the transmission of Imaged Items or otherwise), whether caused by the Equipment, Software, ServisFirst, other parties providing services in connection with the Service.

i. Customer agrees that Customer shall remain liable for and that ServisFirst shall not be accountable to Customer for any files and/or Imaged Items that are not received by ServisFirst, or for any files and/or Imaged Items that are intercepted or altered by an unauthorized third party. Customer agrees that ServisFirst has no obligation to accept any file and therefore may reject any file or Imaged Item submitted by Customer. ServisFirst has no obligation to notify Customer of the rejection of any file or Imaged Item. ServisFirst shall have no liability to Customer for rejection of any file or Image or for failure to notify Customer of a rejection. ServisFirst may add, delete or change the features or functions of the Service, at any time, and from time to time, in ServisFirst's sole and absolute discretion. If ServisFirst deems it reasonably practicable to do so, it will attempt to notify Customer of the change as soon as reasonably practicable after implementation thereof, which notice may be given electronically. ServisFirst may cause the Service to be temporarily unavailable to Customer, either with or without prior notice, for site maintenance, security or other reasons, and Customer acknowledges that factors beyond ServisFirst's control may also cause the Service to be unavailable from time to time. *Customer may deposit Original Checks and other Items to any deposit account at ServisFirst in person or in any other manner agreed to between Customer and ServisFirst, and Customer will be responsible for maintaining procedures and facilities to enable Customer to do so if the Service is unavailable to Customer.*

8. Processing Times.

a. The Service is available for use only on Business Days during the times set forth in the documentation, except during maintenance periods or such other hours as established by ServisFirst from time to time. Transmissions processed after these hours on a Business Day, or on any day that is not a Business Day, shall be treated as occurring on the next Business Day.

b. Imaged Items processed for deposit through the Service will be deemed to have been received by ServisFirst for deposit at the time the Imaged Items are actually received and accepted at the location where

ServisFirst or its designated processor posts the credit to the Account. A deposit of Imaged Items will be deemed to have been received and accepted by ServisFirst for deposit when all of the following have occurred: (i) ServisFirst has preliminarily verified that the image quality of the Imaged Items is acceptable to ServisFirst in its discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) ServisFirst has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by ServisFirst for deposit may be rejected by ServisFirst in ServisFirst's sole and absolute discretion.

c. Items will be processed and ready for presentment by ServisFirst after ServisFirst receives all good digitized images and associated data for any given transmission from Customer. ServisFirst will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.

d. If an Imaged Item is not accepted for deposit, Customer may then submit the Original Check to ServisFirst for processing or contact the maker to reissue the Check. If Customer submits the Original Check for processing, ServisFirst reserves the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require Customer to have the maker reissue the Check.

e. It is Customer's responsibility to understand and build into its transmission schedules the appropriate deadlines necessary to meet the availability schedules of ServisFirst as set forth in the Deposit Agreement or as otherwise established by ServisFirst. Customer is further responsible for understanding and building into its transmission schedule the changes in transmission windows required by time changes associated with daylight savings time.

9. Security Procedures.

a. Customer shall be solely responsible for establishing, maintaining and following such security protocols as deemed necessary to ensure that output files transmitted directly to ServisFirst are intact, secure and confidential until received by ServisFirst.

b. Customer agrees to implement security procedures that ServisFirst may offer to verify the authenticity of any output files transmitted to ServisFirst in the name of Customer. Regardless of the security procedures implemented by Customer, Customer agrees that ServisFirst may rely on and Customer will be obligated on the output file, whether or not the output file was authorized by Customer. Also, if any output file was authorized by Customer, Customer will be obligated on the output file even if ServisFirst did not verify its authenticity using the security procedures and even if the security procedures would have prevented error. Customer agrees that the security procedures are intended to verify authenticity and not to detect error.

c. Customer shall comply with procedures, including, without limitation, online instructions for using the Service by taking reasonable steps to safeguard the confidentiality and security of any Credentials, Equipment and other proprietary property or information provided in connection with the Service.

d. Customer shall (i) limit access to any Credentials and Equipment to persons who have a need for such access, (ii) closely and regularly monitor the activities of employees who access the Service; (iii) notify ServisFirst immediately if Customer has any reason to believe the security or confidentiality required hereby has been compromised; and (iv) immediately change the Credentials if Customer knows or has reason to suspect the confidentiality of any Credentials have been compromised in any way.

e. The Service shall only be used by the Service Administrator and the Authorized Users identified by the Service Administrator from time to time, and the Service shall only be used for legitimate business purposes incurred in the ordinary course of Customer's business. Customer agrees to limit the use of the Service to such persons and for such purposes and to take all necessary steps to ensure that the Service is used for by no other person or persons and for no other purpose. The initial Service Administrator and Authorized Users shall

be those individuals identified in the Enrollment Documentation. The Service Administrator's responsibilities shall include, among other matters, (i) receiving and maintaining all Credentials; (ii) designating Authorized Users and any successor Service Administrator who will, when authorized, possess the Service Administrator's capabilities; and (iii) adding or removing eligible accounts from the Service. Each Authorized User shall have the authority to use any feature of the Service for which Customer subscribes. ServisFirst may act on the instruction of the Service Administrator or any Authorized User until ServisFirst shall have received written notice to the contrary from the Service Administrator or any Authorized Representative of Customer authorized to give such notice on Customer's behalf. ServisFirst shall be given a reasonable time to act on such written notice re-assigning the person designated as the Service Administrator. Customer agrees that there will be a Service Administrator at all times. If ServisFirst is notified of or otherwise becomes involved in an internal dispute concerning the appropriate person to be the Service Administrator or some other internal matter that affects the provision of the Service, ServisFirst may suspend all or some of the features of the Service or the Service or suspend the ability of the Service Administrator to have access to all or any part of the Service pending: (a) resolution pursuant to the Account Agreement; or (b) order of a court. ServisFirst shall have the right to request such supporting documentation as it deems necessary.

f. Customer agrees to change all Credentials periodically and whenever anyone who has had access to the Credentials is no longer employed or authorized by Customer to use the Service.

g. ServisFirst may elect, in ServisFirst's sole and absolute discretion, to verify the authenticity or content of any transmission by placing a "callback" to any authorized signer on Customer's Account or any other person designated by Customer for that purpose. ServisFirst may deny access to the Service without prior notice if unable to confirm any person's authority to access the Service or if ServisFirst believes such action is necessary for security reasons.

h. Customer acknowledges, agrees and warrants each time Imaged Items are transmitted using the Service that ServisFirst's security procedures are commercially reasonable (based on the normal size, type and frequency of transmissions). Customer agrees to be responsible for any transmission ServisFirst receives through this Service, even if it is not authorized by Customer, provided it is processed by ServisFirst in accordance with this Section.

i. Customer shall promptly notify ServisFirst by telephone at (866) 922-5794, with written notice to ServisFirst at its address provided in Part 1: Section 18 of this MSA, of any potential, threatened or actual intrusion into or unauthorized access to the Checks or the Equipment or any systems used in connection with the Service, or any loss, theft or disclosure of or damage to any of the foregoing. Customer shall provide such additional information as ServisFirst may request in connection with any of the foregoing and shall take such steps as are necessary or appropriate to stop, mitigate the effects or recurrence of any of the foregoing, including those required by ServisFirst from time to time.

10. Customer Representations and Warranties. Customer makes the following representations and warranties with respect to each Item transmitted by Customer to ServisFirst through the Service: (a) the Imaged Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Imaged Item; (b) the Imaged Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; (c) all encoding, transfer, presentment and other warranties made under applicable law as ServisFirst is deemed to make under applicable law, including, without limitation, those under the UCC, Regulation CC and the rules of any image exchange network; and (d) there will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise, and Customer assumes responsibility for any such duplicate presentment of any Check.

11. Indemnification. *IN ADDITION TO THOSE INDEMNITIES CONTAINED ELSEWHERE IN THE MSA, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SERVISFIRST FROM AND*

AGAINST ANY AND ALL THIRD PARTY SUITS, PROCEEDINGS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER LEGAL EXPENSES), LIABILITIES AND OTHER LOSSES ARISING FROM OR RELATING TO THE WRONGFUL ACTS OR OMISSIONS OF CUSTOMER, OR ANY PERSON ACTING OR PURPORTING TO ACT ON CUSTOMER'S BEHALF, IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE OR PROCESSING OF ITEMS HEREUNDER, INCLUDING, WITHOUT LIMITATION, (i) THE BREACH BY CUSTOMER OF ANY PROVISION, REPRESENTATION OR WARRANTY CONTAINED HEREIN, (ii) THE NEGLIGENCE OR WILLFUL MISCONDUCT (WHETHER BY ACT OR OMISSION) OF CUSTOMER OR ANY THIRD PARTY ACTING OR PURPORTING TO ACT ON BEHALF OF CUSTOMER; (iii) ANY MISUSE OF THE SERVICE BY CUSTOMER OR ANY THIRD PARTY ACTING OR PURPORTING TO ACT ON BEHALF OF CUSTOMER; (iv) THE FAILURE OF CUSTOMER TO COMPLY WITH APPLICABLE STATE OR FEDERAL LAWS, REGULATIONS OR RULES; (v) ANY FINE, PENALTY OR SANCTION IMPOSED ON SERVISFIRST BY ANY CLEARING HOUSE OR ANY GOVERNMENTAL ENTITY ARISING OUT OF OR CONNECTED WITH ANY ITEM PROCESSED BY SERVISFIRST FOR CUSTOMER OR AT CUSTOMER'S INSTRUCTION; (vi) ANY ACT OR OMISSION OF SERVISFIRST THAT IS IN ACCORDANCE HERewith OR WITH INSTRUCTIONS FROM CUSTOMER; (vii) ACTIONS BY THIRD PARTIES, SUCH AS THE INTRODUCTION OF A VIRUS, THAT DELAY, ALTER OR CORRUPT THE TRANSMISSION OF AN IMAGED ITEM TO SERVISFIRST; (viii) ANY LOSS OR CORRUPTION OF DATA IN TRANSIT FROM CUSTOMER TO SERVISFIRST; (ix) ANY CLAIM BY ANY RECIPIENT OF A SUBSTITUTE CHECK CORRESPONDING TO A CHECK PROCESSED BY CUSTOMER UNDER THIS SCHEDULE, THAT SUCH RECIPIENT INCURRED LOSS DUE TO THE RECEIPT OF THE SUBSTITUTE CHECK INSTEAD OF THE ORIGINAL CHECK; OR (x) ANY CLAIMS, LOSS OR DAMAGE RESULTING FROM CUSTOMER'S BREACH OF OR FAILURE TO PERFORM IN ACCORDANCE WITH THE TERMS HEREIN.

Sweep Account Service Terms

1. **General.** This Service permits Customer to electronically transmit instructions to ServisFirst in order to maintain the balance in one or more Customer-designated demand deposit or money market deposit Accounts at ServisFirst (each a “Child Account”) at a certain level (a “Balance Range”) by transferring funds to or from such Child Account to or from one or more other Customer Accounts at ServisFirst (each, a “Parent Account”).

2. **Responsibilities of ServisFirst, Customer.**

a. **Authorization; Transfers.** Customer hereby appoints ServisFirst, and ServisFirst hereby accepts the appointment, to act as agent for Customer, subject to the terms hereof, for the purpose of transferring funds to or from the Parent Account and the Child Accounts as necessary or appropriate to provide the Service. After the close of each Business Day, after all debits and credits have been processed for the Child Account, ServisFirst shall transfer collected funds between the Child Account and the Parent Account based upon the amount necessary to maintain the Child Account at the Balance Range indicated above; provided, however, that in the event any Customer-designated account (whether a Child Account or a Parent Account) is a money market deposit account, unless Customer has executed the Limited Power of Attorney in accordance with ServisFirst’s procedures, ServisFirst will not make more than six (6) transactions (including transfers and withdrawals) for the Account in any given month.

b. **Sufficient Funds.** Customer shall ensure that the funds maintained by in the Parent Accounts will at all times be sufficient to maintain a positive ending available or collected balance in the Parent Accounts after completion of transfers between the Parent Accounts and Child Accounts.

c. **Insufficient Funds.** Customer further agrees that if at any time available or collected funds in the Parent Accounts or Child Accounts are insufficient to pay items as presented, in addition to any other remedies provided hereunder or by the Account Agreement, any money market agreement, under law or at equity, ServisFirst may dishonor items in any order and on any of such accounts as it in its sole discretion determines, and the Customer specifically waives any claims against ServisFirst for such dishonor.

3. **Indemnification.** *IN ADDITION TO THE INDEMNIFICATION AGREEMENT MADE IN THE MSA, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ANY INDEMNIFIED LOSSES OCCURRING DUE TO THE DISHONOR OF ANY DEBIT OR WITHDRAWAL PRESENTED THAT RESULTS FROM ANY CHARGE THAT SERVISFIRST MAKES OR REFUSES TO MAKE UNDER THIS SERVICE.*

City of Opa-Locka RFP No. 24-0516200 Banking Services May 16, 2024



Popular Bank

7920 Miami Lakes Dr. West
Miami Lakes, FL 33016
www.popularbank.com

Primary Contact Person

Luis E. Rodriguez

Vice President, Commercial Relationship Officer
7920 Miami Lakes Dr. West
Miami Lakes, FL 33016
Cell: 305.409.7599
Office: 305.938.0143
Ledrodriguez@popular.com



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Popular Bank

7920 Miami Lakes Dr. West
Miami Lakes, FL 33016
Telephone: 305.409.7599
www.popularbank.com

II. Letter of Transmittal

May 14, 2024

City of Opa-Locka
c/o Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

Re: Request for Proposal No.: 24-0516200 – Banking Services

Dear Sir/Madam:

Popular Bank (“Popular” or “We”) is pleased to express interest in response to the City of Opa-Locka’s (the “City” or “You”) Request for Proposal for Banking Services (“Banking RFP” or “RFP”).

After reviewing your RFP, Popular is confident it can provide simple, seamless, and strategic solutions that can help meet the City of Opa-Locka’s banking requirements. Included in this document is information about Popular Bank’s tailored Business Banking solutions. The enclosed Proposal is made without collusion with any other person or entity submitting a proposal pursuant to the above referenced RFP.

We believe that our experience working with public entities, our broad range of financial solutions and our commitment to delivering unparalleled service to meet the needs of our clients and communities position us as the banking partner of choice for the City of Opa-Locka. We are a team of seasoned banking professionals with proven histories of meeting and exceeding the demands of public entity clients. We are committed to delivering quality financial solutions and the level of services our customers deserve.

Thank you for allowing us to present Popular Bank’s Business Banking products and services. We are pleased to have the opportunity to earn the trust to service the banking needs for the City of Opa-Locka. Should you have any questions or concerns, please do not hesitate to contact the undersigned at 305.409.7599 or by email at Ledrodriguez@popular.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Luis E. Rodriguez', with a large, stylized flourish at the end.

Luis E. Rodriguez
Vice President, Commercial Relationship Officer
7920 Miami Lakes Dr. West
Miami Lakes, FL 33016



III. General Information

1. Name of Business: Popular Bank

2. Mailing Address: 7920 Miami Lakes Dr. West
Miami Lakes, FL 33016
305.409.7599

3. Names and Contact Information:

Luis E. Rodriguez

Vice President, Commercial Relationship Officer
Ledrodriguez@popular.com
305.409.7599

Luis A. Castro

Vice President, North Miami Branch Manager
Lcastro@popular.com
305.458.8168

Miguel Rosales

Vice President, SFL Treasury Management Director
Mrosales@popular.com
786.953.1139

Luis Hernandez

Vice President, Branch Area Manager
Lahernandez@popular.com
786.953.1128

Christian Bertot

Senior Vice President, Retail and Business Banking Manager
Cbertot@popular.com
786.953.1245

4. Business Hours:

Branch Network

Monday – Friday
9:00 am – 4:00 pm
Friday
9:00 am – 5:00 pm

Customer Care Center

Monday – Friday
7:30 am – 12:00 am EST
Saturday and Sunday
9:00 am – 6:00 pm EST



III. General Information (Continued)

5. **Popular Bank Overview:** Popular Bank is the mainland subsidiary of Popular, Inc. (BPOP), a publicly traded financial services provider in the United States, Puerto Rico, and the Virgin Islands. Founded in 1893, Popular, Inc. is one of the 50 largest U.S. banks by assets. Popular Bank has been serving the U.S. mainland consumers, businesses, and communities for more than six decades. Today, we operate 40 branches, strategically located throughout South Florida, New York, and New Jersey. Our institutional strength and a solid financial standing are reflected in our investment-grade rating from Fitch and our five-star rating from Florida's Bauer Financial.

As a minority-led, regional bank with a deep community connection, Popular Bank is known for its commitment to financial inclusion, providing access to quality banking services and financial literacy education in the markets where we operate. Our support for local businesses and non-profit organizations helps to further invigorate the economic well-being of the communities that we serve.

6. **Incorporation Information:** Founded in 1893, Popular Inc., has been in business for over 130 years.

Name of Corporation	State of Incorporation	Date of Incorporation
Popular Bank	New York	September 10, 1998
Popular Bank	New Jersey	January 2, 1999
Popular Bank	Florida	November 3, 2000

7. **Location Addresses:**

The City of Opa-Locka's banking relationship will be primarily serviced from the following locations:

Popular Bank – South Florida Headquarters

7920 Miami Lakes Dr. West
Miami Lakes, FL 33016
Number of Employees: 142

Popular Bank – North Miami Branch

13715 Biscayne Blvd
North Miami Beach, FL 33181
Number of Employees: 6

8. **Parent Company:** Popular Bank is the mainland subsidiary of Popular, Inc. (BPOP), a publicly traded financial services provider in the United States, Puerto Rico, and the Virgin Islands.
9. **Business Licenses:** In the United States, Popular Bank is licensed to conduct business in the States of New York, New Jersey, and Florida. Please see Certificate of Qualified Public Depository from the Florida Department of Financial Services on page 6.
10. **Insurance Information:** The bank maintains all necessary liability insurance coverages as required by law. Documentation confirming the bank's insurance coverage can be provided upon request.



III. General Information (Continued)

Certificate of Qualified Public Depository



DEPARTMENT OF FINANCIAL SERVICES
Division of Treasury – Bureau of Collateral Management

**CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT**

This is to certify that

**POPULAR BANK
85 BROAD STREET
NEW YORK, NEW YORK 10004**

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(23), Florida Statutes.

Given under my hand this 18TH day of APRIL, 2018.

A handwritten signature in black ink, appearing to be 'R. M. C.', written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

DFS-J1-1002
Rev. 3/92

IV. Project Approach

Estimate of Time Frames Before “Go-Live” Dates for Requested Banking Services

Upon request and acceptance of its proposal: We will also accommodate the City of Opa-Locka’s current banking services needs as well as future needs for additional banking services not covered by this RFP No.: 24-0516200, at such cost, and under such terms as may be agreed upon in writing by the City and Popular Bank.

Requested Banking Service	Solution and Time to Implementation (Go-Live Date)
Activation of 17 Accounts: Demand Deposit Accounts ZBA Accounts Money Market Accounts (Item 1 on RFP pg. 8) (Item 12 on RFP pg. 9) (Item 13 on RFP pg. 9) (Item 26 on RFP pg. 10)	Time to Implementation: 48 hours after acceptance of proposal Popular Bank will accommodate the account structure requirements of the City of Opa-Locka for seventeen (17) bank accounts including, but not limited to, an interest bearing Zero Balance Account (“ZBA”) master, depository, disbursement, payroll. We offer a Zero Balance Account (ZBA) service which can be used to link any number of these accounts to a master account. Activity in the underlying ZBA accounts (both debits and credits) are funded or swept to / from the master account at end of day. In addition, the accounts will include full reconciliation, positive pay controls and other fraud mitigating tools as agreed upon. In lieu of an overnight sweep, to optimize interest earnings, the Earnings Credit Rate (ECR) will be calculated and accrued on the Zero Balance Account (ZBA). This rate will be applied to offset any applicable fees. Should the ECR exceed the fees, the surplus will be credited back to the account. Popular Bank will also accommodate the City’s request to establish eight (8) Money Market accounts (or as many the City Requires) and will provide a competitive interest rate.

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IV. Project Approach (Continued)

Business Online Baking (BOB):

(Item 2 on RFP pg. 8)
(Item 9 on RFP pg. 9)
(Item 12 on RFP pg. 9)

Time to Implementation: 5 to 10 business days after receipt of executed Treasury Management Agreement

Popular Bank's Business Online Banking ("BOB") serves as business central for your treasury management needs. The system can accommodate all the services required of the City including, but not limited to:

- Transaction history information with item views
- Current Balances
- Previous Day Balances
- Previous Day Debit and Credit Details (including Merchant Services Deposits, ZBA Transfers, ACH/NACHA credit and debit details)
- Account Reconciliation
- Check and Deposit Slip Images
- Stop payment initiation and cancellation
- Internal account transfers (Inter-account transfer)
- Check & ACH positive pay
- Wire transfer Origination
- ACH payments & collections
- Online Account Statements
- Remote Deposit Capture
- Multiple users with respective permissions / entitlements

Business Online Banking Training for designated City employees:

Time to Implementation: Training can be arranged for a time that best suits the City's schedule after the requested services are in place.

Popular Bank will provide on-site training on how to use Popular Bank's Business Online Banking Services to all designated City of Opa-Locka personnel.

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IV. Project Approach (Continued)

Account Activity and Check Images

(Item 4 on RFP pg. 8)

Time to Implementation: 5 to 10 business days after receipt of executed Treasury Management Agreement

Popular Bank's Deposit Account Reporting provides users with greater control over their accounts with multiple ways to search, view up to 18 months of account activity and balances and download results at any time. Government employees with account access (sub users) can search for transactions by multiple accounts, date range, transaction type, amount (or amount range), and check serial number (or check range) and view images of paid checks.

Activity search results include a running balance, which sub users can modify to include the next instance of a recurring transfer, scheduled bill payments, and loan payments (if applicable). Transactions that have not posted can be manually added for better forecasting of account balances. Popular offers the ability to export account details into various file formats including BAI2 file, CSV file, Microsoft Money®, PDF, QIF file, QuickBooks® and Quicken®.

Popular's Check Imaging service is a simple, organized check storage and retrieval system designed for organizations of all sizes and industries. Each day Popular facilitates the capture of your check images, including front and back of checks. Images are available the following business day. Images can be found in the on-line activity report section, which extends to 18 months of history. Our BOB has robust transaction search capabilities and ad-hoc reports can be created for custom date ranges, transaction type, dollar amounts, and check serial numbers. Previous day reports may be exported in comma or tab delimited or BAI2 formats and imported into various software packages such as Microsoft Excel for easy manipulation and long-term storage.

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IV. Project Approach (Continued)

Fraud Mitigation Controls Module:

Option to upload TXT file
Check Positive Pay
ACH Positive Pay
ACH Blocks

(Item 1a, i and ii on RFP pg. 8)
(Item 19 on RFP pg. 10)

Time to Implementation: 5 to 10 business days after receipt of executed Treasury Management Agreement

Check Positive Pay: Once checks have been issued, an electronic file containing the check number, issued date, amount, and payee name must be uploaded to the BOB system. As checks are presented for payment, Popular Bank electronically matches them against your file. Any discrepancies between the presented check and your issue file are reported to you daily through BOB, allowing you to instruct Popular Bank to either pay or reject the check. Images of the checks are available each day for review to support disposition process. The default for all check disbursement accounts is set to “Return.”

ACH Positive Pay: The service allows you to authorize debits against your account from selected originators efficiently. By screening entries and monitoring your accounts for unauthorized ACH debit activity, the ACH Positive Pay service can help you avoid the costly possibility of overlooking a transaction and losing the right of return. The City identifies which accounts to block for ACH debit and/or credit activity. Once the accounts have been identified, The City will specify which vendors it wishes to grant access to on each account and/or identify companies that should be blocked. Additionally, the City can apply maximum dollar amount or transaction type constraints.

Remote Deposit Capture Module (Daily Deposit Scanning):**Delivery of check scanner:**

(Item 1b on RFP pg. 8)

Time to Implementation: 5 to 10 business days after receipt of executed Treasury Management Agreement and installation of check scanner

Popular Bank will provide two multi-feed deposit scanner at no charge to the City. Popular Bank’s Remote Deposit Capture Service offers the ability to deposit multiple checks into multiple accounts from a single location with a 9:00 pm cutoff time for same business day credit. We will also process all the City’s deposits on “next-day availability” to expedite the City’s cash flow. The system allows for the designation of multiple user accesses to specific accounts. It also provides robust reporting capabilities to reconcile deposits and analyze receivable trends.

IV. Project Approach (Continued)

Online Wire Transfer Module:

(Item 3 on RFP pg. 8)

Time to Implementation: 5 to 10 business days after receipt of executed Treasury Management Agreement

Popular Bank's BOB can accommodate both electronic and manual wire transfer capabilities. Our online wire transfer module has dual control capabilities requiring all wires to be initiated by one individual and approved by another from designated accounts to be predetermined by the City.

Users can initiate wires on an as-needed basis without creating a template. Users can also create wire transfer templates which are preset formats that define the recipient, first and second intermediary (if applicable), wire initiator information and are intended for repetitive use.

The wire module also has a transaction reporting feature that provides you with wire confirmations and Federal Reserve reference numbers on outgoing wires. The system allows the ability to run inquiry searches of completed wires that can be exported as CSV as well as Adobe PDF files. The downloaded report includes the settlement date, type of wire, wire amount, account number debited, account number credited, status of wire and federal reference number. Whenever an incoming or outgoing wire is processed from your accounts or if a wire fails or is rejected, Popular Bank will promptly send a notification via e-mail and/or text message.

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IV. Project Approach (Continued)

Online Automated Clearing House (ACH) Origination Module for consumer and commercial (vendor) payments with dual approval:

(Item 5 on RFP pg. 8)
(Item 6 on RFP pg. 8)

Time to Implementation: 5 to 10 business days after receipt of executed Treasury Management Agreement

Popular Bank is a member of the National Automated Clearing House Association (NACHA). ACH is one of the most cost effective and dependable ways to transfer and receive funds, as well as the leading method for handling common payment types such as payroll, state and federal tax payments, and cash concentration. Beneficiaries will receive funds within 1 business day when initiated prior to the 6:00 p.m. ET cut off time. We offer various ways to initiate ACH transactions via Business Online Banking and direct file transmission using industry standard formats. Both standard and same day ACH settlements are supported. For entities that want to move their money faster, same day ACH provides the ability to send and receive funds on a same-day basis when initiated prior to the 2:30 p.m. ET cutoff time. Our ACH module has dual control capabilities requiring all outgoing ACHs to be initiated by one individual and approved by another from designated accounts to be predetermined by the City.

Returned Deposited Checks Reporting Module:

(Item 7 on RFP pg. 9)
(Item 10 on RFP pg. 9)

Time to Implementation: 5 to 10 business days after receipt of executed Treasury Management Agreement

Popular Bank's Returned Deposited Items or Imaging Returns Service gives company users immediate access to images of checks that have been deposited and returned for accounts that are entitled to the Information Reporting service. A returned check is typically a check that was deposited by a company user but returned them after the check failed to clear the bank on which it was drawn. For example, a check is returned for insufficient funds. Company users can be notified automatically when images of returned checks are available by subscribing to the Returned Deposited Item alert.

Popular Bank will resubmit any returned deposited items for payment and only debit your account(s) if the check is returned unpaid a second time.

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IV. Project Approach (Continued)

Stop Payment Service:

(Item 11 on RFP pg. 9)

Popular Bank's Online Stop Payment Service allows users to request a stop payment on one check or a range of checks for a single account. Stop payments orders for checks are automatically released at the expiration of six (6) months from the date of such stop payment order unless renewed in writing. Verbal stop payment orders will cease to be binding after fourteen (14) calendar days unless written confirmation is provided to the Bank by the account holder within a fourteen (14) calendar day period. Stop payment orders on preauthorized automatic payments do not expire. A stop payment order may not be requested on card purchases or ATM transactions.

Monthly Account Statements:

(Item 14 on RFP pg. 9)

Popular Bank's monthly account statements will be available within the first five (5) business days of the month with two methods of delivery available: paper statements via USPS or electronically, which could be retrieved via Business Online Banking. Seven (7) years' worth of bank statement history is also available online via Business Online Banking.

Monthly Service Charge Analysis Statements:

(Item 18 on RFP pg. 10)

Popular Bank's Account Analysis Statement will be available within the first 20 calendar days of the month once billing is finalized following the closing of each calendar month. The statement details the names of the accounts, account numbers, period covered, average ledger balance, average collected balance, average uncollected balance, itemized list of services provided, volume, unit price, required balances and total of all balances. Please refer to pages 14 to 18 for a sample Account Analysis Statement.

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IV. Project Approach (Continued)

Sample Account Analysis Statement

Account Analysis					
May 13, 2024					
Popular Bank					
Billing Example Inc			Account:	493-C-1234567890	
7920 Miami Lakes Drive West			Cycle:	March, 2024	
Miami Lakes FL 33016			Contact:	Banker, Pesonal	
			Phone:		
Page 1 of 5					

Relationship Summary					
Account	Name	Investable Balance	Required Balance	Excess / Deficit	Total Activity
493-C-1234567890	Billing Example Inc	0	0	0	1,258.34
493-D-1234567890	Billing Example Inc	0	0	0	681.93
493-D-0987321654	Billing Example Inc 2	0	0	0	510.06
493-D-3057869541	Billing Example Inc 3	0	0	0	66.35



IV. Project Approach (Continued)

Sample Account Analysis Statement (Continued)

Account Analysis	
May 13, 2024	
Popular Bank	
Billing Example Inc	Account: 493-C-1234567890
7920 Miami Lakes Drive West	Cycle: March, 2024
Miami Lakes FL 33016	Contact: Banker, Personal
	Phone:
	Page 2 of 5

Balance Summary	
Average Ledger Balance	\$4,063.33
Less Average Float	\$0.00
Average Collected Balance	\$4,063.33
Average Positive Collected Balance	\$8,911.72
Average Negative Collected Balance	\$4,848.39
Collected Balance	\$4,063.33
Investable Balance	\$4,063.33
Investable Balance	\$4,063.33
Less Balance Required For Services	\$0.00
Excess/Deficit Balance	\$4,063.33



IV. Project Approach (Continued)

Sample Account Analysis Statement (Continued)

Popular Bank

Billing Example Inc
7920 Miami Lakes Drive West
Miami Lakes FL 33016

Account: 493-C-01234567890
Cycle: March, 2024

Account Analysis

May 13, 2024

Page 4 of 5

Service Details				
Service Description	Volume	Price	Total Fee	Required Balance
Account Maintenance				
Maintenance Fee	1	Flat	20.00	0.00
Cash Management Services				
Business Online Banking				
Bob Business Banking Pkg	1	Flat	50.00	0.00
Bob Business Banking Pkg	1	Flat	50.00	0.00
Bob 2 Add'l Accts - Not Analyzed	2	Flat	0.00	0.00
Depository Services				
Cash Mgmt Transfer -Debit	7	0.1000	0.70	0.00
Cash Mgmt Transfer - Credit	2	0.1000	0.20	0.00
Debits	33	0.5000	16.50	0.00
Deposits	7	1.5000	10.50	0.00
Checks Paid - Substitutes	160	0.2100	33.60	0.00
Overdraft Fee	8	34.00	272.00	Direct
Deposit Coverage Per \$100	41	0.0108	0.44	0.00
Uncollected Funds Usage	4,848	8.250000%	33.97	0.00
Cash Deposits				



IV. Project Approach (Continued)

Sample Account Analysis Statement (Continued)

Popular Bank

Billing Example Inc
7920 Miami Lakes Drive West
Miami Lakes FL 33016

Account:

493-C-1234567890

Cycle:

March, 2024

Page 5 of 5

Service Description	Volume	Price	Total Fee	Required Balance
Coin/curr Deposited - Branch	95,510	0.0012	114.61	0.00
ACH Services				
ACH Credits - Received	27	0.1500	4.05	0.00
ACH Debits - Received	25	0.1500	3.75	0.00
Total Analyzed Fees			\$338.32	\$0.00
Total Fee-Based Fees			\$0.00	
Total Waived Fees			\$0.00	
Total Hard Charges			\$0.00	
Total Direct Fees			\$272.00	
Grand Total Fees			\$610.32	

\$1.00 of fees is equal to \$0.00 of Investable Balance.

IV. Project Approach (Continued)

Custodial / Safe Keeping Services:

(Item 15 on RFP pg. 10)

Time to Implementation: 2 to 5 business days after receipt of executed of Safe Deposit Agreement.

Popular Bank will provide a safe deposit box strictly for storing documents related to securities held for the benefit of the City of Opa-Locka.

Direct Deposit of Payroll:

(Item 16 on RFP pg. 9)

Popular Bank's payroll processing services are provided by Paychex®, a third-party commercial vendor. Paychex offers comprehensive services, including payroll processing, payroll tax administration, and employee pay services such as direct deposit and HR Services. When our customers partner with Paychex, they will have a dedicated extraction team who can support migrating employee data and information for the client. In addition, Paychex's software allows users to pull information through the administrative portal where they can pull payroll reports, payroll journals, pay stubs, specific reports. Refer to page 23 for additional services offered by Paychex.

Direct Deposit Time Frame:

Paychex requires payroll files are transmitted 48 hours before check date (pay date) to process direct deposit transactions. If payroll checks are dated for a holiday or weekend, the funds will not be deposited into the workers' accounts until the following business day.

Popular Bank will accommodate most payroll services providers the City selects.

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IV. Project Approach (Continued)

Commercial Credit Card:

(Item 8 on RFP pg. 9)

The city can request a credit card for purchase card purposes, allowing for transactions up to a specified amount as needed. Multiple credit cards can be issued for multiple users within the specified approved limit.

Popular Banks' Commercial Credit Cards include a comprehensive card management solution which allows users to:

- Manage expenses through spending limits and restrictions
- Request PINs, reset passwords, and unlock cardholder accounts
- Make payments to your cardholder accounts
- Easily delete and add cards
- Dispute charges online and submit online requests
- Run reports and access cardholder statements for 18 months

Commercial Credit Cards are subject to credit review and approval. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. For each billing period, the Interest Charge and the APR will be based on the Prime Rate published by the Wall Street Journal plus a margin. All rates and account terms may change in accordance with the Commercial Card Agreement and applicable law.

Banking Services Supplies:

(Item 9 on RFP pg. 9)

Time to Implementation: 5 to 10 business days after activation of requested Demand Deposit, ZBA, Money Market Accounts.

Popular Bank will accommodate, the City's request to provide all applicable supplies related to banking services specified in the Banking Services RFP. Including but not limited to deposit slips, disposable deposit bags, endorsement stamp and Remote Deposit Capture Scanner.

Automated Teller Machine (ATM):

(Item 19 on RFP pg. 10)

Time to Implementation: To be determined after acceptance of proposal.

Popular Bank has an available stock of ATMs and will allot one to be placed at the City of Opa-Locka's City Hall for staff and public use.

IV. Project Approach (Continued)

Account Overdrafts:

(Item 20 on RFP pg. 10)

Time to Implementation: 48 hours after acceptance of proposal

Popular Bank will waive any fees associated with overdrafts or insufficient funds and will honor payment requests for items that lack sufficient funds, as negotiated, and agreed upon.

Vault Services:

Popular Bank Vault Services are provided by Loomis, a third-party commercial vendor. Services are designed to provide you with a safe, secure, and economical way of completing the cash cycle for business customers. This service will allow you to:

- Eliminate staff trips to the bank
 - Reduce risk to staff and customers by avoiding vulnerability to theft and robbery
 - Reduce operating costs by creating a customized cash transportation schedule with cash collections scaled to fit your needs.
-

Transaction Research Assistance:

(Item 24 on RFP pg. 10)

Popular Bank will assist the City in researching any transactions posted to its accounts.

Disaster Recovery and Control:

(Item 25 on RFP pg. 10)

Popular Bank offers a comprehensive Business Continuity Program that includes disaster recovery life cycle updates and critical vendor oversight, which can be crucial for businesses in managing disaster controls.

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IV. Project Approach (Additional Services)

Merchant Services – Card Processing¹:

Popular Bank provides Merchant Services for our municipal customers by partnering with Fiserv Inc, a leading provider of payment and point-of-sale solutions. Popular Bank provides you with a resolute municipal banking representative with access to the equipment, the connections, and the services to accept all types of card payments at your organization. Through group purchasing power and the combined transaction volumes, you can take advantage of reduced rates.

Our merchant services can also be tailored to suit the complex needs of the City of Opa-Locka, such as multiple point-of-sale systems, cordless checkout options or eCommerce solutions. Let us help you strengthen your connections between your vendors, suppliers, and constituents.

Payroll Solutions²:

Popular Bank has teamed up with Paychex.® As one of America's biggest providers of HR and payroll large business solutions for businesses with 50 to 1,000+ employees, Paychex® powerful combination of technology and HR expertise can help you automate essential business functions, and manage HR and payroll more efficiently.

Services offered:

- Payroll Services
- Payroll Direct Deposit Services
- HR Services
- Time and Attendance Tracking
- Recruiting and Applicant Tracking
- Hiring and Onboarding
- Handbook Services
- Business Insurance
- Worker's Compensation Insurance
- 24/7 Support from U.S.-Based Specialists

Investment Services³:

Popular Investments® is here for the City or its employees every step of the way. With our investments and insurance solutions, we can design a plan that meets your specific financial goals.

IV. Project Approach (Additional Services)

Bank at Work Program:

The Bank at Work program helps employees in the convenience of their workplace. We tailor our product offering to their needs includes perks such as free checking account, loan pricing discounts, complimentary safety deposit boxes, and Free City of Opa-Locka payroll check cashing services for employee account and non-account holders alike. We can even provide home-buying and investment seminars.

Your employees have big dreams. Maybe it's buying a home or refinancing a mortgage. Maybe it's consolidating debt, going on a vacation, or sending their child to college. One of our products and services can help turn their dreams into reality. If your employees are interested in taking out a home equity line or unsecured personal loan, our loan specialists can help guide them through every step of the way.⁴

Important Disclosures about our Additional Services:

1. Merchant Services products and services are provided by Popular Bank's merchant partner, Fiserv Inc. All trademarks, service marks, and trade names referenced in this material are the property of their respective owners. Popular Bank is not an affiliate of Fiserv Inc. and does not provide, warrant, or guaranty their products or services.
2. Payroll services are provided by Paychex, Inc. Popular receives compensation from Paychex in connection with payroll services provided to Popular customers. Paychex® is a registered trademark of Paychex, Inc. All registered trademarks, service marks and other trademarks cited herein are the property of their respective owners.
3. Securities and advisory services are offered through Osaic Institutions, Inc. ("Osaic Institutions"), a registered investment advisor and broker-dealer (Member FINRA / SIPC). Insurance products are offered through Osaic Institutions or by Popular Insurance Agency USA, Inc. (PIAUSA). PIAUSA, also known as PIA US Insurance Agency (PIAUS), is a wholly owned subsidiary of Popular Bank, a New York state-chartered financial institution. Osaic Institutions or its affiliates are separate entities from and are not affiliated with PIAUSA, PIAUS, Popular Investments, or Popular Bank. "Popular Investments" is a registered service mark.

When registered representatives offer products and services under the Popular Investments name, they are doing so as insurance agents or registered representatives of Osaic Institutions, or as insurance agents of PIAUSA. Osaic Institutions registered representatives are also employees of Popular Bank. Popular Bank and PIAUSA are not registered as a broker-dealer or an investment adviser.



IV. Project Approach (Additional Services Continued)

Products and services made available through Osaic Institutions are not insured by the FDIC or any other agency of the United States and are not deposits or obligations of, nor guaranteed or insured by, any bank or bank affiliate. These products are subject to investment risk, including the possible loss of value. If applicable, please request a prospectus as it contains more complete product information — including risk, fees, and expenses — and should be read carefully before investing.

4. NMLS ID # 417584. All loans subject to credit review and approval.
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V. Experience and Qualifications

Over a Century of Trust: Founded in 1893, Popular, Inc. is a publicly traded, full-service financial services provider in the United States, Puerto Rico, and the Virgin Islands. Popular, Inc. is one of the 50 largest U.S. banks by assets, with an IDR rating of BBB- by Fitch. Popular Bank is the U.S. banking subsidiary of Popular, Inc.

At Popular Bank, we help customers focus on what matters most. Understanding and anticipating their financial needs, leveraging institutional depth, and providing a broad range of banking services and products designed to propel customers and their business forward.

Popular, Inc. Q4 2023 Highlights:

- Popular, Inc. reported net income of \$103 Million for Q1 2024, highlighting a higher net interest income for the enterprise.
- Popular Bank relocated its Eastern Parkway branch in Brooklyn, New York, offering customers a more modern efficient brick and mortar banking experience.
- Popular Bank launched an integrated marketing campaign in South Florida, focused on increasing brand awareness

Popular, Inc. Regulatory Capital and Loan Loss Reserves:

Capital Ratios	Q1 2024	Q4 2023	Q1 2023	Minimum
Common Equity Tier 1	16.36%	16.30%	16.37%	6.5% ³
Tier 1 Capital	16.42%	16.36%	16.79%	8%
Total Capital	18.19%	18.13%	18.61%	10%
(In Millions)				
Common Equity Tier 1	\$6,082	\$6,053	\$5,752	
Tier 1 Capital	6,104	6,075	5,774	
Total Capital	6,764	6,434	6,398	
Allowance for Loan Losses	\$740	\$729	\$689	

³Under the Basel III capital rules.

Additional Highlights:

- Popular Bank expanded its Middle Market Team in the South Florida Region and announced a new Head of Middle Market Lending in its New York Metro Region.



V. Experience and Qualifications (Continued)

Bauer Financial Inc. Bank Summary Report

Popular Bank - New York, NY (FDIC Cert.#34967) (800) 377-0800 www.popularbank.com Popular Bank was established in 1961 and has 40 branch(es).					
CRA Rating:	Satisfactory				
Data as of:	12/31/2023	09/30/2023	06/30/2023	03/31/2023	12/31/2022
Bauer's Star Rating:	5-Stars	5-Stars	5-Stars	5-Stars	5-Stars
Recommended for 38 consecutive quarters.					
Number of Employees	808	796	768	745	726
Total Assets:	\$13,811.520	\$12,806.067	\$12,546.774	\$12,145.033	\$11,556.290
Average Tangible Assets:	\$12,698.549	\$12,210.127	\$11,850.631	\$11,102.494	\$10,670.797
Tier 1 Capital:	\$1,426.037	\$1,418.918	\$1,384.006	\$1,414.744	\$1,395.273
Leverage Capital Ratio:	11.23%	11.62%	11.68%	12.74%	13.08%
CET 1 Ratio:	13.75%	14.22%	14.41%	15.13%	14.87%
Total Risk-based Capital Ratio:	14.39%	14.84%	15.24%	15.97%	15.59%
Current Quarter's Profit (Loss):	\$5.063	\$11.011	\$15.285	\$24.988	\$89.878
Year-to-date Profit (Loss):	\$56.347	\$51.284	\$40.273	\$24.988	\$170.305
Profit (Loss) Previous Calendar Year:	\$170.305				
Profit (Loss) 2 Calendar Years Ago:	\$134.059				
Return on Assets (annualized): (Tax equivalent for Sub S corporations.)	0.45%	0.55%	0.67%	0.85%	1.56%
Return on Equity (annualized): (Tax equivalent for Sub S corporations.)	2.89%	3.51%	4.13%	5.10%	9.07%
Delinquent Loans:	\$28.998	\$27.759	\$33.233	\$33.216	\$37.585
Other Real Estate Owned:	\$0.240	\$0.208	\$0.292	\$0.376	\$0.353
Nonperforming Assets % of Tangible Assets:	0.23%	0.23%	0.28%	0.30%	0.36%
Nonperforming Assets % of Tier 1 Capital:	2.05%	1.97%	2.42%	2.37%	2.72%
Bank and Credit Union data compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. BauerFinancial relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial, Inc. is not a financial advisor; it is an independent bank research firm. BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.					
Copyright BauerFinancial, Inc. Coral Gables, FL 33114. 800.388.6686.Reproduction, in whole or in part, without permission is prohibited.					
BauerFinancial.com					

V. Experience and Qualifications (Continued)

Popular Bank has a team of seasoned banking professionals, with proven track records of meeting and exceeding the demands of public entity clients. We are committed to delivering quality financial solutions and the level of services our customers deserve.

Key Team Members who will Assist in Managing the City of Opa-Locka's banking Relationship:



Luis E Rodriguez

Vice President, Commercial Relationship Officer

305.409.7599

Ledrodriguez@popular.com

Years of Experience: 17 Years

Luis E. Rodriguez is an experienced financial services professional with over 17 years of experience in Retail Banking, Management, Commercial Banking/Lending and Not for Profit Banking with a highly successful track record in leadership currently serving as Vice President of Commercial Banking / Business Banking in the SFL Region. Luis is incredibly passionate about helping his clients achieve their financial success and is focused on providing them with the highest level of care. He has a 6-year tenure with Popular Bank. His prior roles before this included SFL Portfolio Manager, Branch Assistant Manager and Commercial Relationship Manager at Regions Bank.

He holds a bachelor's degree of Business Administration with a concentration in Finance from Florida International University and a Master of Business Administration (MBA) from FIU as well. Prior to attending FIU, he graduated from Miami Dade College with an Associates in Science & Business Administration. He is involved in several organizations in the South Florida community including Junior Achievement of Miami, Coral Gables Chamber of Commerce, Greater Miami, and Hispanic Chambers just to name a few.



Luis A Castro

Vice President, North Miami Branch Manager

305.458.8168

Lcastro@popular.com

Years of Experience: 28 Years

Luis A. Castro is a financial professional with varied experience and comprehensive knowledge in several areas of the banking industry, including International Private Banking and managing banking locations and departments, and business development.

A graduate of Barry University, Luis holds a Bachelor's Degree in Business Administration with a concentration in Certified Financial Planning. He is involved in several organizations including Greater Miami Chamber of Commerce, Miami Beach Chamber of Commerce, The City of Miami Beach Leadership Academy, City of Miami Beach Community Resource and Outreach Program.

V. Experience and Qualifications (Continued)

Key Team Members who will Assist in Managing the City of Opa-Locka's banking Relationship:



Miguel Rosales

Vice President, SFL Treasury Mgmt Director
786.953.1139

Mrosales@popular.com

Years of Experience: 40 Years

Miguel is a seasoned banking professional with over 40 years of experience in Bank Operations, Merchant Services, Retail, Association Banking, Commercial, Business Development, Team Leadership, and his area of expertise Treasury Management.

Miguel has a 19-year tenure with Popular Bank as Director of Treasury Management for the South Florida Region. He keeps the client's best interest at heart, to provide treasury management solutions to all segments of business and commercial clients. Miguel is a result-oriented team player who is self-motivated, committed, and a conscientious professional.

Miguel successfully completed FIU's Certified Treasury Professional Program May 2018.



Luis Hernandez

Vice President, Branch Area Manager
786.953.1245
Lahernandez@popular.com

Years of Experience: 26 Years

Luis A. Hernandez has more than 26 years of experience in the banking and financial services sector. He has worked for Popular Bank for the past 19 years in different roles including Business Banker, Branch Manager, Hub Manager and his current position as the Area Manager for the North Dade and Broward branches.

A graduate of Florida International University, he holds a Bachelor's degree in Business Administration with a Major in Management and a Minor in International Business. Prior to attending FIU, he graduated from Miami Dade College with an Associate degree in Business Administration.

He has been a member of and held board positions in various nonprofit organizations. These include various Kiwanis Clubs in South Florida, Board Member of Boys and Girls Club of Hollywood as well as North Point YMCA, Vice President of the Board for Neat Stuff for Kids, Board Member Primetime Business Network as well as others. Currently sits in the Advisory Board for Mother of Our Redeemer Catholic School.

V. Experience and Qualifications (Continued)

Key Team Members who will Assist in Managing the City of Opa-Locka's banking Relationship:

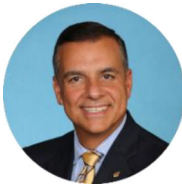


Christian Bertot
Senior Vice President,
Retail and Business Banking Manager
786.953.1245
Cbertot@popular.com

Years of Experience: 20 Years

Christian Bertot is an experienced banking executive with a 20-year track record in sales management, high-performing team development and exceptional service delivery for the customer. He has a combined 15-year tenure with Popular Bank currently serving as Senior Vice President, SFL Region Business Banking & Retail Banking Director.

He holds a bachelor's degree in finance from Florida International University. He is involved in several organizations in the South Florida community including Junior Achievement of Miami and Jackson Health / Penlver Medical Clinic where he sits on the board as their Finance Director.



Israel Velasco
SFL Region Executive

Years of Experience: 37 Years

Israel Velasco is the Region Executive for Popular Bank in South Florida. Mr. Velasco has been in the banking industry for over 37 years, all in South Florida. He joined Popular Bank in June 2005. He is responsible for the management and financial performance of all lines of business including Retail Banking, Commercial Banking and Popular Association Banking within the Florida Markets. Prior to this, he was President & C.E.O. of Colonial Bank, where he was responsible for leading a \$3 billion region with 47 branches in Miami-Dade, Broward, and Palm Beach Counties.

He earned his Associate in Arts degree in Business Administration from Miami-Dade Community College back in 1985, a bachelor's degree in Business Administration from Florida International University in 1988 and a Master's degree in Business Administration from the University of Miami in 1998.

Long active in the local community, Mr. Velasco is currently serving and has served as follows: Past Chairman and Current Vice Chairman of the Board of Directors for Junior Achievement of Greater Miami, Current Member of the Board of Directors of Florida Bankers Association, Member of the Florida International University President's Council, Lifetime Honorary Member of the Board of Directors for the South Florida Chapter of the March of Dimes, Past Chairman of the Board of Directors for the Center for Financial Training in South Florida, Past Member of the Southeastern Board of Directors for Operation HOPE, Inc.



V. Experience and Qualifications (Continued)

Benefits of Banking with Popular Bank

- A dedicated, local decision-making team composed of a Relationship Manager, Treasury Management service team, and Branch service personnel to provide the city with fast and efficient daily support
- Direct access to your relationship management team via cell phones and dedicated email proxies to ensure responsiveness and accessibility
- Web-based access to all account activity details, balance summaries, comprehensive bank statements and robust reporting functionality
- Public Funds Checking Accounts receiving a competitive Earnings Credit Rate (ECR) of 2.00% on balances to offset fees and the ability to earn credits for excess earnings
- Popular will use the total average collected/available balances to apply the ECR and will not reserve 10% of the available balances, maximizing the City's earning potential
- Full range of payables and collection services
- Next-Day availability on all check deposits
- "Bank at Work" program for all city employees including perks such as free checking accounts, loan pricing discounts, complimentary checks, complimentary safety deposit boxes and first-time homebuyer seminars
- Formalized transition process created to efficiently establish new Treasury Management Services and assist the City with transitioning its banking relationship and services to Popular Bank from their current institution



VI. Schedule

Refer to Section IV on page 7 for an estimate of start date. Earliest available start date will depend on the City's acceptance of Popular Bank's proposal, completed, and executed documentation as referenced on Section IV and availability of City employees to receive all necessary training on how to use Popular Bank's Business Online Banking Services.



VII. Pricing of Services

Account Analysis Proforma:

		Popular Bank
Average Balance	\$	33,459,100.69
Less Average Deposit Float		-17,123.50
Average Collected Balance		33,441,977.19
Less Reserve Requirement*		0.00
Avail Bal for Earnings Credit*		33,441,977.19
Net Available Balance for Investment		0.00
Earnings on Available Balance*	Rate % 2.00%	56,805.55
Total Charges for Services		4,894.25
Excess/Deficit Earnings Credit		51,911.30
Monthly Earnings Credit	\$	51,911.30
Total Annual Earnings Credit	\$	622,935.61

SERVICE DESCRIPTION	Volume	Unit Cost	Total Charge for Service
Balance and Compensation Information			
Deposit Coverage	334591	\$ 0.0108	\$ 3,613.58
			\$ 3,613.58
General Account Services			
Account Maintenance	17	\$ 10.0000	\$ 170.00
Checks Paid	916	\$ 0.1500	\$ 137.40
Deposits	34	\$ 0.4500	\$ 15.30
Deposited Items	300	\$ 0.1500	\$ 45.00
Deposited Items Returned	0	\$ 7.5000	\$ 0.00
Transaction Limit	47	\$ 0.1000	\$ 4.70
Transaction Limit	641	\$ 0.1000	\$ 64.10
Online Stop Payments	17	\$ 7.5000	\$ 127.50
Negative Collected Bal	0	\$ 0.0825	\$ 0.00
			\$ 564.00

Account Analysis Proforma Continues on pages 34 and 35

VII. Pricing of Services (Continued)

SERVICE DESCRIPTION	Volume	Unit Cost	Total Charge for Service
Wire Transfer Services			
BOB Wire Transfer Module	1	\$ 15.0000	\$ 15.00
Incoming Domestic Wire Transfer	0	\$ 10.0000	\$ 0.00
Incoming International Wire Transfer	0	\$ 10.0000	\$ 0.00
Incoming International FX Wire Transfer	0	\$ 10.0000	\$ 0.00
Outgoing Domestic Wire Transfer	0	\$ 15.0000	\$ 0.00
Outgoing International Wire Transfer	0	\$ 15.0000	\$ 0.00
			\$ 15.00
Liquidity Management Services			
ZBA Master Account Monthly Maint	1	\$ 35.0000	\$ 35.00
ZBA Sub Account Monthly Maint	1	\$ 25.0000	\$ 25.00
			\$ 60.00
Business Online Banking (BOB)			
BOB Monthly Maintenance (up to 4 Accts)	1	\$ 50.0000	\$ 50.00
Additional Accounts	13	\$ 5.0000	\$ 65.00
Additional Accounts	0	\$ 5.0000	\$ 0.00
Returned Checks Reporting Module	17	\$ 5.0000	\$ 85.00
			\$ 200.00
ACH Services			
BOB ACH Origination Module	1	\$ 15.0000	\$ 15.00
ACH Credits Originated	0	\$ 0.1500	\$ 0.00
ACH Debits Originated	0	\$ 0.1500	\$ 0.00
ACH Credits Received	163	\$ 0.1500	\$ 24.45
ACH Debits Received	21	\$ 0.1500	\$ 3.15
			42.60

Account Analysis Proforma Continues on page 35



VII. Pricing of Services (Continued)

SERVICE DESCRIPTION	Volume	Unit Cost	Total Charge for Service
Acct Recon & Fraud Control Services			
Full Reconciliation			
Monthly Maintenance	17	\$ 10.0000	\$ 170.00
Full Reconciliation - Per Item	0	\$ 0.0900	\$ 0.00
Check Payee Positive Pay Module			
Monthly Fee	1	\$ 0.0000	\$ 0.00
Check Payee Positive Pay Per Acct			
Monthly Maintenance	17	\$ 5.0000	\$ 85.00
Check Payee Positive Pay			
Checks Uploaded	164	\$ 0.0400	\$ 6.56
Check Exception Paid/Returned	0	\$ 0.0000	\$ 0.00
Check Exception Displayed	0	\$ 1.5000	\$ 0.00
ACH Positive Pay Module Monthly Fee	1	\$ 0.0000	\$ 0.00
ACH Positive Pay Per Account			
Monthly Maintenance	17	\$ 5.0000	\$ 85.00
ACH Exception Paid/Returned	0	\$ 1.0000	\$ 0.00
			\$ 346.56
Remote Deposit Capture Services			
Direct Link Merchant			
Monthly Service Fee	1	\$ 15.0000	\$ 15.00
Direct Link Merchant			
Per Item Deposited	300	\$ 0.0500	\$ 15.00
			\$ 30.00
Cash Vault Services			
Cash Vault Deposit Ticket	40	\$ 0.4500	\$ 18.00
Cash Vault Cash/Coin Deposit Per 1000	9000	\$ 0.0005	\$ 4.50
Cash Vault Non-Standard			0.01
Coin Deposit Per 1000	14	\$ 0.0005	\$ 0.00
Cash Vault Adjustments	0	\$ 3.5000	\$ 0.00
			\$ 22.51
Total Balance Based Charges Offset by ECR			\$ 4,894.25

**Popular's fee schedule includes a Deposit Coverage Fee offset by balances and ECR. In perspective, Popular will use the total of the average collected/available balance to apply an ECR of 2.00%, not requiring reserving 10% of the available balances as currently being done. This allows the City of Opa-Locka to maximize their earnings potential on the total amount of their balances.*



VIII. References

Popular Bank will provide this information upon request and separately from the proposal to comply with internal confidentiality and privacy policies.

IX. Additional Forms

Popular Bank's Entity Registration with Florida Department of State's Division of Corporations



DIVISION of

CORPORATIONS

an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

POPULAR BANK

Search

[Events](#) [Name History](#)

Detail by Entity Name

Foreign Profit Corporation
POPULAR BANK

Filing Information

Document Number	F00000006256
FEI/EIN Number	52-2126008
Date Filed	11/03/2000
State	NY
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	04/09/2018
Event Effective Date	NONE

Principal Address

11 West 51 Street
NEW YORK, NY 10019

Changed: 01/12/2017

Mailing Address

85 Broad Street
10TH FLOOR
NEW YORK, NY 10004

Changed: 01/12/2017

Registered Agent Name & Address

VELASCO, ISRAEL
7900 MIAMI LAKES, DRIVE W
MIAMI LAKES, FL 33016

Name Changed: 07/24/2009

Address Changed: 07/24/2009

IX. Additional Forms (Continued)

<u>Officer/Director Detail</u> Name & Address Title COO Chinea, Manuel 85 Broad Street 10TH FLOOR NEW YORK, NY 10004 Title President & CEO Alvarez, Ignacio 209 Munoz Rivera Avenue Third Floor San Juan 00918 PR Title Chairman Carrion, Richard L. 209 Munoz Rivera Avenue Third Floor San Juan, out of the country 00918 PR Title Director Vasquez, Carlos J. 209 Munoz Rivera Avenue Third Floor San Juan, out of the country 00918 PR Title Director Ballester, Alejandro M. 209 Munoz Rivera Avenue Third Floor San Juan, out of the country 00918 PR Title Director Bacardi, Joaquin E., III 209 Munoz Rivera Avenue Third Floor San Juan, out of the country 00918 PR

IX. Additional Forms (Continued)

Title Director

Carrady, Robert
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Diercksen, John W.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Ferrer, Maria Luisa
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Goodwin, C. Kim
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Soriano, Lidio
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Soto, Myrna M.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Unanue, Carlos A.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

IX. Additional Forms (Continued)

Title SVP

Acosta, Diana
85 Broad Street
11TH FLOOR
NEW YORK, NY 10004

Title Director

DeVita, Betty
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Rodriguez, Jose R
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Sr. EVP

Ferrer, Javier D.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title EVP

Coleman Tio, Jose R.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR

Title Director

Sanchez, Alejandro M.
209 Munoz Rivera Avenue
Third Floor
San Juan, out of the country 00918 PR



IX. Additional Forms (Continued)

Price Proposal Form – Banking Services

RFP NO: 24-0516200

PRICE PROPOSAL FORM
BANKING SERVICES

The Proposer should submit the rates, fees, charges and terms and conditions associated with each banking service. Please review attachment EXHIBIT A: Fee Proposal.

SUBMITTED
THIS _____ 16th _____ DAY OF May _____, 2024

BID SUBMITTED BY:

Popular Bank
Company

(305) 938-0143
Telephone Number

Luis E. Rodriguez
Name of Person Authorized to
Submit Bid

(305) 688-7728
Fax Number


Signature

Ledrodriguez@popular.com
Email Address

Vice President, Commercial Relationship Officer
Title

IX. Additional Forms (Continued)

Certification Regarding Debarment, Suspension Proposed Debarment and Other Matters of Responsibility

RFP 24-0516200

**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, Federal, or other agency.

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

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

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



IX. Additional Forms (Continued)

Certification Regarding Debarment, Suspension Proposed Debarment and Other Matters of Responsibility – Page 2

responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(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

A handwritten signature in black ink, appearing to read 'Luis E. Rodriguez', written over a horizontal line.

Printed Name Luis E. Rodriguez, VP

IX. Additional Forms (Continued)

Drug-Free Workplace Certification Form

RFP 24-0516200

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:

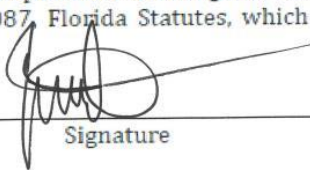
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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 Luis E. Rodriguez the Vice President/Commercial Relationship Officer
(Name) (Title / Position)
Of Popular Bank
(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.

05/16/2024

Date


Signature

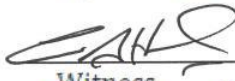
IX. Additional Forms (Continued)

Non-Collusion Affidavit

RFP 24-0516200
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - CITY OF MIAMI DADE

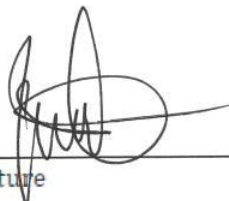
- (1) He/She/They is/are the Officer
(Owner, Partner, Officer, Representative or Agent) of Popular Bank
the Proposer that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting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

Signed, sealed and delivered in the presence of:



Witness


Witness


By: _____
Signature
Luis E. Rodriguez

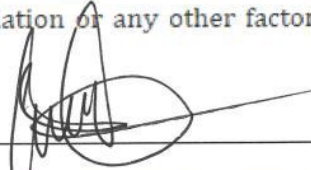
Print Name and Title

IX. Additional Forms (Continued)

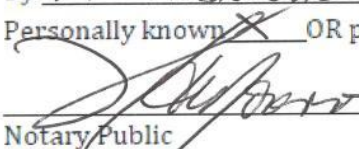
Non-Discrimination Affidavit

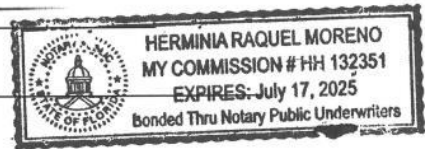
RFP 24-0516200
NON-DISCRIMINATION AFFIDAVIT

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: Vice President, Commercial Relationship Officer

State of Florida County of MIAMI-DADE
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 16 day of MAY, 2024.
By LUIS RODRIGUEZ
Personally known ☒ OR produced identification _____


Notary Public
My Commission Expires _____



IX. Additional Forms (Continued)

E-Verify

RFP 24-0516200

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.

IX. Additional Forms (Continued)

E-Verify – Page 2

RFP 24-0516200

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: Popular Bank

Authorized Signature: 

Print Name: Luis E. Rodriguez

Title: Vice President, Commercial Relationship Officer

Date: 05/16/2024

Proposal for Banking Services from Valley Bank

City of Opa-Locka

RFP NO: 24-0516200



Presented By:

Gary Mele

First Vice President
Team Leader - Government Services
Florida and Alabama
Valley Bank

2028 East 7th Ave.
Tampa, FL 33605
Phone: 917-453-9954
Email: Gmele@Valley.com



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Transmittal Letter

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5/10/2024

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

Request for proposal NO: 24-0516200, Banking Services

Office of the City Clerk:

Thank you for the opportunity to present our Proposal for Banking Services for the City of Opa-Locka. We, at Valley Bank, have gone through your RFP in-depth and have a thorough understanding of the banking services that the City currently uses as well as the City's expectation of maximized services rendered at minimal cost with highest rate of return along with great customer service.

We are pleased to offer the City a straightforward way of banking with a **no fee structure** for all treasury services provided by Valley Bank and **interest paid on all account balances** from the first dollar, therefore eliminating the need for separate sweep or money market accounts. The City may establish seventeen accounts, two with full reconciliation – positive pay controls together with other fraud controls such as ACH block – along with the fifteen remaining all with fraud controls and positive pay controls as well. Or, if the City chooses to rearrange and/or consolidate accounts, the **no fee structure** and **interest paid** will still apply on **all** accounts. Additionally, deposit scanners will be provided to the City at no cost. All additional **treasury services provided by Valley Bank**, including wire transfers, ACH transactions and online banking platform will all be provided at **no cost**.

We will be paying simple interest on *all* balances of all accounts of Fed Funds Target Rate (upper) – 1.00%. **The rate as of May 5th, 2024, would be:** FFTR (upper) 5.50% - 1.00%: **4.50%**. The rate will reset on the first calendar date of each month. This fee structure and interest rate paid on all balances of all accounts will provide the City a transparent means of calculating the City's true earnings without balance offset requirements.

Valley's Government Interest Checking accounts provide The City of Opa-Locka with maximum convenience, flexibility and value. Additional benefits of our accounts include:

- No FDIC fees and no balance deductions taken for the 10% Federal Reserve requirement.
- No balance deductions taken for compensating balances, interest is paid on the ledger balance on *all* accounts.
- No balance deductions taken for float (check-clearing). All deposited checks of domestic origin will receive next-day availability.



Interest Rate	Fees	Term
The monthly interest rate will be equal to the current month's Fed Funds Target Rate minus 100 bps. FFTR – 1.00%, currently 5.50%. The rate index will remain in effect until May 31st, 2024.	There will be no service charges assessed against the accounts for treasury services processed through Valley. There will be charges for Purchasing Card and services provided by vendors outside of Valley including armored car.	The interest rate and fee structure presented will be honored for a minimum period of time of 3 years beginning at contract commencement with an option for three 2-year renewals.

A bank you can count on

For 95 years, Valley National Bank has grown one customer and one community at a time. Our clients include cities, counties, airport authorities, utility authorities, school boards, fire districts, special districts along with many other government entities. We understand the process for winning government business as well as the intricacies that make every one of our government clients unique. We are a qualified public depository through the State of Florida.

A local team

The City of Opa-Locka will have a dedicated representative with a full support team consisting of the Treasury Solutions Officer along with a dedicated team of client managers who will assist with account set-up and day-to-day customer service.

We believe you will find that this no fee structure and strong interest rate will maximize the rate of return that the Authority will receive on *all* balances as there are no compensating balances required to offset fees. And the Valley suite of treasury services products will provide the services that the City of Opa-Locka requires.

Sincerely,

Gary Mele
First Vice President
Team Leader, Government Services – Florida and Alabama
2028 East 7th Ave.
Tampa, FL 33605
917-453-9954
Gmele@Valley.com

2028 East 7th Ave
Tampa, FL 33605
Valley.com



General Information



COMPANY PROFILE

Valley National Bank is headquartered at: 1455 Valley Rd., Wayne, New Jersey 07470, and was founded in 1927 under the name Passaic Park Trust Company, with the current name as of 5/10/1976.

Valley National Bank has a branches throughout Miami-Dade County including offices in Miami, North Miami Beach and Pembroke Pines

Organizational Chart:



Ira Robbins

CEO and Chairman of Valley National Bank

Ira joined Valley in 1996 as part of the Bank's Management Associate Program and his twenty-plus year career at Valley has seen him through several key positions where he has helped shape our company's growth and success. As CEO, Ira has led Valley into the future while keeping true to our roots as a local bank. Ira and the rest of Valley's leadership team strive to create a stronger, faster, more efficient and more responsive organization. His vision for success is building a purpose-driven organization which includes embracing innovation, being customer-centric, promoting social responsibility, and empowering our associates.

Ira earned his Bachelor's degree from Susquehanna University, his MBA from Pace University and is a graduate of Stonier Graduate School of Banking. He is a Certified Public Accountant in New Jersey and a member of both the New Jersey Society of Certified Public Accountants and the American Institute of Public Accountants. He serves on the board of the Jewish Vocational Service of MetroWest NJ (JVS), is on the Morris Habitat for Humanity Leadership Council and takes great pride in community outreach as an active supporter of several other philanthropic organizations in his community. He currently resides in New Jersey with his wife and four sons.

Valley's Executive Leadership

Tom Iadanza

President

Joseph V. Chillura

Senior Executive Vice President, Commercial Banking

Michael D. Hagedorn

Senior Executive Vice President, Chief Financial Officer

Raja Dakkuri

Senior Executive Vice President and Chief Risk Officer

Yvonne Surowiec

Senior Executive Vice President and Chief Human Resources Officer



Government Services Relationship Management Team



**Gary Mele – Primary Account
Manager**

First Vice President

Team Leader - Government Banking

2028 East 7th Ave.

Tampa, FL 33605

917-453-9954 (Tel)

Gary has over thirty years of banking experience. Having worked in Florida, New York City, New Jersey and Los Angeles, his background ranges from branch banking to business and commercial banking with over 8 years' experience in government banking in the state of Florida. Gary has relationships with municipalities and government agencies across the state.

Gary is an active member of FGFOA and will be attending the annual conference in May. Gary remains engaged not just directly with his government relationships but also with other government bankers as well as associated professionals, including Financial Advisory Firms and Bond Counsels across the state to stay abreast of any changes within the government sector and how those changes could affect his clients.



Fernando Herrera

Vice President

Treasury Solutions Sales Officer

15801 Biscayne Blvd.

North Miami Beach, FL

33160

561-724-4933 (Tel)

Fernando has over 19 years of banking experience and has resided in Miami Lakes for over 10 years. His background in banking ranges from customer service, branch banking and sales to having over ten years in Treasury Solutions Sales and Management.

Fernando has a wealth of knowledge in the Government Banking and Non-Profit segments as well as business and commercial sectors. Fernando covers all Treasury needs for all of Valley's Miami Dade and International markets.



Pierre Kernisan

Banking Officer

Manager – Corporate And Mid-Market
Services

4700 140th Ave. N.

Clearwater, FL 33762

937-998-2847 (Tel)

With over 20 years of experience in the banking industry, Pierre joined Valley in 2020 as a Treasury Management Operations Specialist. He quickly advanced and became the Business Concierge Team Lead. He is currently the Manager of Corporate and Mid-Market Services, supporting the Bank's Municipal and National Deposits markets. He leverages his extensive banking knowledge as well as contacts within the industry, allowing him and his team to deliver elite client experiences.

His favorite quote is: ***“A Challenge only becomes an Obstacle when you bow to it.”***



Kelly Velasquez-Carcich

Senior Vice President

Director of Government Services

370 Pascack Road

Twp. of Washington, NJ

07676

201-497-1229 (Tel)

973-587-7498 (fax)

Kelly joined Valley in 2020 through the Oritani Bank Merger and has 26 years of Banking experience with 12 years in Government. She serves as the Relationship Manager for various government clients and is the Director of Government Services for Valley. She also proactively works alongside bank Operations and Treasury Solutions to ensure customer satisfaction and retention.

Kelly is an associate member of the Bergen County TCTA, GFOA, and NJAC. Locally, she is the President of the Ho-Ho-Kus Chamber of Commerce and member of the NJ Chamber Alliance. Kelly is fluent in both English and Spanish. She received her Bachelor of Science from William Paterson University with a concentration in Business Management.



FINANCIAL INFORMATION

Due to the size of the files, we are providing the link where the financial statements are located: <https://ir.valleynationalbank.com/financial-highlights/documents/default.aspx>

Additional information here: <https://ir.valleynationalbank.com/news/credit-ratings/default.aspx>



STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

VALLEY NATIONAL BANK
615 MAIN AVENUE
PASSAIC, NEW JERSEY 07055

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 1st day of November, 2014.



CHIEF FINANCIAL OFFICER, STATE OF FLORIDA



ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

Updated May 20, 2022

FEIN	INSTITUTION	HOME OFFICE LOCATION
591846933	AMERANT BANK, N.A.	CORAL GABLES FL
592430369	AMERICAN NATIONAL BANK	OAKLAND PARK FL
581111076	AMERIS BANK	MOULTRIE GA
202502516	ANCHOR BANK	JUNO BEACH FL
720218544	ANTHEM BANK & TRUST	PLAQUEMINE LA
591008568	AXIOM BANK, N.A.	MAITLAND FL
202768792	BANESCO USA	CORAL GABLES FL
941687665	BANK OF AMERICA, N.A.	CHARLOTTE NC
591024375	BANK OF BELLE GLADE	BELLE GLADE FL
208376899	BANK OF CENTRAL FLORIDA	LAKELAND FL
591447189	BANK OF TAMPA, THE	TAMPA FL
270217289	BANKUNITED, N.A.	MIAMI LAKES FL
593526917	BAYFIRST NATIONAL BANK	ST. PETERSBURG FL
593672784	BEACH BANK	FORT WALTON BEACH FL
362085229	BMO HARRIS BANK, N.A.	CHICAGO IL
591485307	BRADESCO BAC FLORIDA BANK	CORAL GABLES FL
590153930	BRANNEN BANK	INVERNESS FL
370613731	BUSEY BANK	CHAMPAIGN IL
640117230	CADENCE BANK	TUPELO MS
593277398	CAPITAL CITY BANK	TALLAHASSEE FL
630258819	CCB COMMUNITY BANK	ANDALUSIA AL
710009885	CENTENNIAL BANK	CONWAY AR
205909064	CENTRAL BANK	TAMPA FL
592664950	CHARLOTTE STATE BANK & TRUST	PORT CHARLOTTE FL
135266470	CITIBANK, N.A.	SIOUX FALLS SD
590193780	CITIZENS BANK AND TRUST	FROSTPROOF FL
593018034	CITIZENS FIRST BANK	THE VILLAGES FL
591297458	CITY NATIONAL BANK OF FLORIDA	MIAMI FL
863026358	CLIMATE FIRST BANK	ST. PETERSBURG FL
593586102	COGENT BANK	ORANGE CITY FL
640154830	COMMUNITY BANK OF MISSISSIPPI	FOREST MS
593611444	COMMUNITY BANK OF THE SOUTH	MERRITT ISLAND FL
590795359	COMMUNITY STATE BANK	STARKE FL
591451065	CREWS BANK & TRUST	ARCADIA FL
592976493	DRUMMOND COMMUNITY BANK	CHIEFLAND FL
650765849	EDISON NATIONAL BANK	FORT MYERS FL
611433431	ENGLEWOOD BANK & TRUST	ENGLEWOOD FL
310676865	FIFTH THIRD BANK, N.A.	CINCINNATI OH
208075599	FINEMARK NATIONAL BANK & TRUST	FORT MYERS FL
590242465	FIRST BANK	CLEWISTON FL
593528089	FIRST CITRUS BANK	TAMPA FL
261462549	FIRST COLONY BANK OF FLORIDA	MAITLAND FL



ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

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Updated May 20, 2022

FEIN	INSTITUTION	HOME OFFICE LOCATION
590969721	FIRST FEDERAL BANK	LAKE CITY FL
320211527	FIRST FOUNDATION BANK	IRVINE CA
620201385	FIRST HORIZON BANK	MEMPHIS TN
592312147	FIRST NATIONAL BANK NORTHWEST FLORIDA	PANAMA CITY FL
590242830	FIRST NATIONAL BANK OF MOUNT DORA, THE	MOUNT DORA FL
592648115	FIRST NATIONAL BANK OF PASCO	DADE CITY FL
590675658	FIRST NATIONAL BANK OF SOUTH MIAMI	SOUTH MIAMI FL
590877517	FIRST NATIONAL BANK OF WAUCHULA	WAUCHULA FL
580379465	FIRST SOUTHERN BANK	WAYCROSS GA
650790413	FIRST STATE BANK OF THE FLORIDA KEYS	KEY WEST FL
660183103	FIRSTBANK PUERTO RICO	SAN JUAN PR
650980079	FLAGLER BANK	WEST PALM BEACH FL
202472079	FLAGSHIP BANK	CLEARWATER FL
592475686	FLORIDA CAPITAL BANK, N.A.	JACKSONVILLE FL
590788761	FNBT BANK	FORT WALTON BEACH FL
590199400	GROVE BANK & TRUST	MIAMI FL
844877433	GULF ATLANTIC BANK	KEY WEST FL
640169065	HANCOCK WHITNEY BANK	GULFPORT MS
593584666	HEARTLAND NATIONAL BANK	SEBRING FL
853345810	INTERNATIONAL FINANCE BANK	MIAMI FL
261783674	INTRACOASTAL BANK	PALM COAST FL
134994650	JPMORGAN CHASE BANK, N.A.	COLUMBUS OH
590549169	LAFAYETTE STATE BANK	MAYO FL
593559141	MADISON COUNTY COMMUNITY BANK	MADISON FL
200235207	MAINSTREET COMMUNITY BANK OF FLORIDA	DELAND FL
650644585	MARINE BANK & TRUST COMPANY	VERO BEACH FL
420335350	MIDWESTONE BANK	IOWA CITY IA
621775888	MILLENNIUM BANK	OLTEWAH TN
361561860	NORTHERN TRUST COMPANY, THE	CHICAGO IL
592237280	OCEAN BANK	MIAMI FL
010914314	ONE FLORIDA BANK	ORLANDO FL
042764211	ONEUNITED BANK	BOSTON MA
592437764	PACIFIC NATIONAL BANK	MIAMI FL
203037095	PARADISE BANK	BOCA RATON FL
591510993	PEOPLES BANK OF GRACEVILLE	GRACEVILLE FL
581171935	PEOPLESSOUTH BANK	COLQUITT GA
580137310	PINELAND BANK	ALMA GA
592648364	PNB COMMUNITY BANK	NICEVILLE FL
221146430	PNC BANK, N.A.	WILMINGTON DE
522126008	POPULAR BANK	NEW YORK NY
260474086	PRIME MERIDIAN BANK	TALLAHASSEE FL
580163257	PRIMESOUTH BANK	BLACKSHEAR GA



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Updated May 20, 2022

FEIN	INSTITUTION	HOME OFFICE LOCATION
262155465	PROFESSIONAL BANK	CORAL GABLES FL
261740755	PROGRESS BANK AND TRUST	HUNTSVILLE AL
593244348	RAYMOND JAMES BANK	ST. PETERSBURG FL
630371391	REGIONS BANK	BIRMINGHAM AL
640220550	RENASANT BANK	TUPELO MS
610197400	REPUBLIC BANK & TRUST COMPANY	LOUISVILLE KY
231237295	SANTANDER BANK, N.A.	WILMINGTON DE
590193820	SEACOAST NATIONAL BANK	STUART FL
202451671	SERVISFIRST BANK	HOMEWOOD AL
204091629	SMARTBANK	PIGEON FORGE TN
592979916	SOUTH STATE BANK, N.A.	WINTER HAVEN FL
580214350	SOUTHEASTERN BANK	DARIEN GA
650878433	SUNSTATE BANK	MIAMI FL
590580845	SURETY BANK	DELAND FL
580201800	SYNOVUS BANK	COLUMBUS GA
010137770	TD BANK, N.A.	WILMINGTON DE
592532510	TERRABANK, N.A.	MIAMI FL
640878155	THE FIRST BANK	HATTIESBURG MS
590686240	THE WARRINGTON BANK	PENSACOLA FL
593531592	TIAA, FSB DBA EVERBANK	JACKSONVILLE FL
581074313	TRUIST BANK	CHARLOTTE NC
140578631	TRUSTCO BANK	GLENVILLE NY
640180810	TRUSTMARK NATIONAL BANK	JACKSON MS
310841368	U.S. BANK N.A.	CINCINNATI OH
522371258	U.S. CENTURY BANK	DORAL FL
630838750	UNITED BANK	ATMORE AL
580554454	UNITED COMMUNITY BANK	GREENVILLE SC
350298350	UNITED FIDELITY BANK, FSB	EVANSVILLE IN
590489540	UNITED SOUTHERN BANK	UMATILLA FL
221186387	VALLEY NATIONAL BANK	PASSAIC NJ
852602971	WATERFALL BANK	CLEARWATER FL
590500870	WAUCHULA STATE BANK	WAUCHULA FL
941347393	WELLS FARGO BANK, N.A.	SIOUX FALLS SD
821914784	WINTER PARK NATIONAL BANK	WINTER PARK FL



Valley National Bank's FDIC information may be found at the FDIC website:

<https://banks.data.fdic.gov/bankfind-suite/bankfind/details/9396>



ABOUTRESOURCESANALYSISNEWS

Home > Resources > Data Tools > BankFind Suite > Find Institutions by Name & Location

< BankFind Suite Home

Back to Search Results

Help ?

Valley National Bank

↓



FDIC Insured
Since 01/01/1934

FDIC Cert #
9396

Established
01/01/1927

Bank Charter Class
National Banks, member of the Federal Reserve Systems (FRS)

Primary Federal Regulator
Comptroller of the Currency

Secondary Federal Regulator
CFPB

Main Office Address
615 Main Ave
Passaic, NJ 07055

Primary Website
www.valley.com

Locations
239 domestic locations: 6 states and 0 territories.
0 in foreign locations.

Financial Information
[Create financial reports for this institution](#)

Consumer Assistance
HelpWithMyBank.gov

Contact the FDIC
[Questions about Bank Information](#)

Data as of 03/15/2023

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Valley National Bank holds an 'Outstanding' CRA rating and the CRA public file may be found at:

<https://www.valley.com/why-vnb-our-community-commitment-public-file>



Project Approach

4444

PROJECT APPROACH

Upon selection of Valley Bank by the City of Opa-Locka, the key individuals referenced in 'General Information' will be engaged and introduced to key personnel at the City.

- **The primary relationship manager is Team Leader, Gary Mele.** He will be the point person and main contact coordinating the introductions and establishment of the relationship with the other team members. Additionally, Gary will be the primary relationship manager, ongoing, for the City of Opa-Locka after the establishment of the new banking relationship. He will be present in Opa-Locka in-person during key dates during onboarding and available by telephone and e-mail during normal business hours—Monday through Friday from 8:00am to 6:00pm. Additionally, Gary will be available for in-person visits to the City as needed, ongoing.
- **Fernando Herrera is the Treasury Solutions Sales Officer** and will work closely with the City to implement all of the treasury management services the City needs. Fernando, also, will be available in-person during key implementation dates, and he is located locally, in the Miami-Dade County area.
- Facilitating the opening of the accounts will be handled by our **Government Banking Concierge Team Lead, Pierre Kernisan.** Pierre and his team will collect the necessary information for signers for the different accounts via telephone and e-mail. Correspondence with account opening documentation will be handled electronically. Pierre and team will also assist Fernando with the online banking set-ups, ordering of checking supplies and any issues that arise during implementation.
- **Kelly Velasquez-Carcich is the National Director of Government Banking.** She oversees all groups and is available by telephone, including cell phone, and e-mail throughout the account opening process and once the relationship has been established.

All individuals will be available to the extent proposed for the duration of the project. No person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.



Experience and Qualifications

EXPERIENCE AND QUALIFICATIONS

COMPANY PROFILE

Valley National Bank is headquartered at: 1455 Valley Rd., Wayne, New Jersey 07470, and was founded in 1927 under the name Passaic Park Trust Company, with the current name as of 5/10/1976.

Valley National Bank has a branches throughout Miami-Dade County including offices in Miami, North Miami Beach and Pembroke Pines

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CEO and Chairman of Valley National Bank

Ira joined Valley in 1996 as part of the Bank's Management Associate Program and his twenty-plus year career at Valley has seen him through several key positions where he has helped shape our company's growth and success. As CEO, Ira has led Valley into the future while keeping true to our roots as a local bank. Ira and the rest of Valley's leadership team strive to create a stronger, faster, more efficient and more responsive organization. His vision for success is building a purpose-driven organization which includes embracing innovation, being customer-centric, promoting social responsibility, and empowering our associates.

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President

Joseph V. Chillura

Senior Executive Vice President, Commercial Banking

Michael D. Hagedorn

Senior Executive Vice President, Chief Financial Officer

Raja Dakkuri

Senior Executive Vice President and Chief Risk Officer

Yvonne Surowiec

Senior Executive Vice President and Chief Human Resources Officer

Government Services Relationship Management Team



Gary Mele – Primary Account Manager

First Vice President

Team Leader - Government Banking

2028 East 7th Ave.

Tampa, FL 33605

917-453-9954 (Tel)

Gary has over thirty years of banking experience. Having worked in Florida, New York City, New Jersey and Los Angeles, his background ranges from branch banking to business and commercial banking with over 8 years' experience in government banking in the state of Florida. Gary has relationships with municipalities and government agencies across the state.

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Fernando Herrera

Vice President

Treasury Solutions Sales Officer

15801 Biscayne Blvd.

North Miami Beach, FL

33160

561-724-4933 (Tel)

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Pierre Kernisan

Banking Officer

Manager – Corporate And Mid-Market
Services

4700 140th Ave. N.
Clearwater, FL 33762

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His favorite quote is: ***"A Challenge only becomes an Obstacle when you bow to it."***



Kelly Velasquez-Carcich

Senior Vice President

Director of Government Services

370 Pascack Road

Twp. of Washington, NJ

07676

201-497-1229 (Tel)

973-587-7498 (fax)

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Kelly is an associate member of the Bergen County TCTA, GFOA, and NJAC. Locally, she is the President of the Ho-Ho-Kus Chamber of Commerce and member of the NJ Chamber Alliance. Kelly is fluent in both English and Spanish. She received her Bachelor of Science from William Paterson University with a concentration in Business Management.



Schedule

Valley only requires a two week notice to begin opening of accounts and implementation of treasury services



Pricing of Services

As stated in Transmittal letter, Valley Bank will not be charging for treasury services provided by Valley (all 0.00 in fee schedule) and Valley will be paying simple interest on all balances of FFTR – 100bps, as of date of this writing 4.50%. Based on average balance of \$33,459,100.69, that would yield \$1,505,659.50 per year, \$125,471.63 monthly.

- **Please note pricing for cash vault services have not been included as they would be provided by a separate vendor. If the City of Opa-Locka chooses Valley Bank, the team at Valley will negotiate pricing with a vault services provider either independently or with the City.**

EXHIBIT A: FEE PROPOSAL

BANKING SERVICE FEES

CITY OF OPA-LOCKA

Banks			
Average Balance			\$33,459,100.69
Less Average Deposit Float		-	17,123.50
Average Collected Balance			33,441,977.19
Less Reserve Requirement	0.00%		0.00
Avail Bal for Earnings Credit			33,441,977.19
Net Available Balance for Investment			0.00
Earnings on Available Balance	Rate %	4.50%	\$ 125,471.63 monthly
Total Charges for Services			0.00
Net Charge for Services			0.00

SERVICE DESCRIPTION	Volume	Unit Cost	Total Charge for service
Balance and Compensation Information			
Deposit Coverage	33459	\$ -	\$ -
Total			\$ -
General Account Services			
Account Maintenance	14	\$ -	\$ -
Checks Paid	164	\$ -	\$ -
Deposited Items	300	\$ -	\$ -
Deposits Credit	34	\$ -	\$ -
Transaction Limit	47	\$ -	\$ -
Transaction Limit	641	\$ -	\$ -
Online Stop Payments	17	\$ -	\$ -
Negative Collected Bal	0	\$ -	\$ -
Total			\$ -
Wire Transfer Services			
Wire Transfer Module	1	\$ -	\$ -
Incoming Domestic Wire Transfer	0	\$ -	\$ -
Incoming International Wire Transfer	0	\$ -	\$ -
Incoming International FX Wire Transfer	0	\$ -	\$ -
Outgoing Domestic Wire Transfer	0	\$ -	\$ -
Outgoing International Wire Transfer	0	\$ -	\$ -
Total			\$ -
Liquidity Management Services			
ZBA Master Account Monthly Maint	1	\$ -	\$ -

ZBA Sub Account Monthly Maint	1	\$	-	\$	-
Total			\$		-
<u>Business Online Banking (BOB)</u>					
D1B/Epartner Monthly Maintenance	1	\$	-	\$	-
Additional Accounts	8	\$	-	\$	-
Additional Accounts	12	\$	-	\$	-
Total			\$		-
<u>ACH Services</u>					
ACH Credits Received	163	\$	-	\$	-
ACH Debits Received	21	\$	-	\$	-
Total			\$		-
<u>Fraud Mitigation Services</u>					
Positive Pay Per Acct Maint	4	\$	-	\$	-
Positive Pay Module Monthly Fee	1	\$	-	\$	-
Positive Pay Checks Uploaded	164	\$	-	\$	-
Positive Pay Per Check Exception	0	\$	-	\$	-
Positive Pay per ACH Exception	0	\$	-	\$	-
Total			\$		-
<u>Remote Deposit Capture Services</u>					
Office Deposit Monthly Service	1	\$	-	\$	-
Office Deposit Per Item	300	\$	-	\$	-
Total			\$		-
<u>Cash Vault Services</u>					
Pricing TBD based on usage and vendor					
Cash Vault Deposit Ticket	40	\$	-	\$	-
Cash Vault Cash Deposit Per 100 - CNB	82	\$	-	\$	-
Cash Vault Cash Deposit Per 1000 - PB	8	\$	-	\$	-
Cash Vault Cash Deposit Per 100 - CNB	13	\$	-	\$	-
Cash Vault Cash Deposit Per 1000 - PB	1	\$	-	\$	-
Cash Vault Non Standard Coin Deposit	14	\$	-	\$	-
Total			\$		-
Total Service Fee			\$		-



**VALLEY NATIONAL BANK
VALLEY ONECARD TERMS AND CONDITIONS
(Commercial Clients Only)**

This Valley OneCard Terms and Conditions (this “**Terms and Conditions**”), effective as of August 1, 2021, contains the terms and conditions pursuant to which Valley National Bank will provide the Valley OneCard service. You should carefully review and retain this entire Terms and Conditions.

1. Definitions

As used in this Terms and Conditions, the following capitalized terms have the meanings ascribed to them below:

“**Account**” means your Valley OneCard account.

“**Aggregate Charge Limit**” has the meaning provided in Section 2(b).

“**Annual Accrual Period**” has the meaning provided in Section 12(b).

“**Applicable Law**” means, at any time, any applicable (a) federal, state or local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (b) rule, regulation, restriction, requirement or contractual term of MasterCard, Visa, or other card network, and (c) judicial or administrative interpretations of any of the foregoing.

“**Bank**,” “**we**,” or “**us**” means Valley National Bank.

“**Billing Cycle**” means a monthly period that ends on the last day of each calendar month. If you enroll in a semi-monthly or daily settlement program, your Billing Cycle means, as applicable: (a) a semi-monthly period that ends on the same two days of each calendar month, or (b) a period that ends at the end of each day there is a Transaction posted to the Account, unless such day is not a Business Day, in which case such period shall end at the end of the next Business Day.

“**Billing Statement**” has the meaning provided in Section 4(a).

“**Business Day**” means a day, other than a Saturday or a Sunday, on which commercial banks generally are open for business in New York.

“**Card**” means a tangible Valley OneCard Corporate Charge Card (“**Tangible Card**”) issued by Bank pursuant to this Terms and Conditions or a virtual Valley OneCard Corporate Charge Card number (“**Virtual Card**”) that may be created by Bank pursuant to this Terms and Conditions.

“**Cardholder**” means an individual in whose name a Card is issued or any employee, officer, director, or other individual you have designated as being expressly authorized to use a Card or Account. If a Cardholder or a Company Administrator makes a Device available for use by another party, that person also will be considered a Cardholder.

“Card Limit” has the meaning provided in Section 2(b).

“Cash Access” means use of a Card or Account to obtain cash from a participating financial institution, merchant, or Automated Teller Machine.

“Client” or **“you”** means, unless otherwise specified or the context otherwise provides, (a) each corporation, partnership, sole proprietorship, business entity or individual who submitted a Setup Form to us for an Account and whose Account we have set up, and (b) any Guarantor.

“Company Administrator” means one or more individuals designated by you as our primary contact for the Account, who is authorized to take actions necessary or appropriate to maintain the Account, including without limitation designating individuals as Cardholders, receiving communications from us related to the Account, requesting the cancellation of a Card or the closure of an Account, and otherwise communicating with us with respect to the Account.

“Device” means a device such as a Card or Virtual Card, as available, which Bank provides under this Terms and Conditions to use or make Transactions or other charges on an Account.

“Effective Date” is the date first above written.

“Eligible Charges” has the meaning provided in Section 12(a).

“Guarantor” means any person guaranteeing Bank’s credit accommodations to Client under the Bank’s commercial card program, which shall be deemed to include Client’s obligations under this Terms and Conditions, as it may be amended, modified, or supplemented from time to time.

“Valley OneCard” means the MasterCard Corporate Charge Card issued by Bank.

“Payment Due Date” has the meaning provided in Section 4(a).

“Portal” has the meaning provided in Section 2(c).

“Prime Rate” has the meaning provided in Section 5(a).

“Program” means the Valley OneCard program governed by this Terms and Conditions.

“Rewards Program” has the meaning provided in Section 12.

“Setup Form” means the form that we require to set up an Account.

“Third-Party Service” has the meaning provided in Section 14(e).

“Transaction” means a purchase or reservation of goods or services (**“Purchase”**) or Cash Access made or facilitated by use of a Device or an Account.

“Unauthorized Transaction” means any Transaction by a person, other than the Cardholder to whom the relevant Card, if any, was issued, who was not authorized to use such Card or Account by either you or a Cardholder and from which Transaction neither you nor the Cardholder receives any direct or indirect benefit.

2. How To Use Cards And Access Your Account

(a) Card Transactions.

- (i) You may use a Card or your Account to make a Transaction by presenting a Card to participating merchants and establishments where Cards are honored.
- (ii) By opening an Account and making Transactions, you agree to use the Account and any Cards only for legitimate business purposes and not for personal, family or household purposes, and to comply with this Terms and Conditions.
- (iii) Pursuant to Applicable Law, certain Transactions, including restricted transaction as defined in the Unlawful Internet Gambling Enforcement Act of 2006 (31 U.S.C. §§ 5361-5366) and implementing regulations, may be prohibited from being processed through any Bank account relationship. To ensure compliance with Applicable Law, we may systematically block any such Transactions. This means that you will not be able to conduct these types of restricted transactions. We may also systematically block purchases from a merchant that are directly convertible to cash (sometimes called “quasi-cash” transactions), such as purchases of casino gaming chips, lottery tickets, money orders, wire transfer services, travelers checks, or foreign currency.
- (iv) Unless prohibited by Applicable Law, we may, from time to time, limit the type, number and dollar amounts of any Transactions, even if you have sufficient available credit. We may also terminate or suspend your use of your Card and Account and access to your Account without notice unless prohibited by Applicable Law.

(b) Credit Limit.

- (i) You will be given one total charge limit for the Account (“**Aggregate Charge Limit**”). You must establish a charge limit for each Card, subject to our approval (“**Card Limit**”). In our sole discretion, we may increase or decrease the Aggregate Charge Limit or any Card Limit. You will not incur obligations to us which would cause the Account’s unpaid balance to exceed the Aggregate Charge Limit. If you exceed the Aggregate Charge Limit, the excess will be deemed immediately due and payable by you at our option. If the Aggregate Charge Limit or a Card Limit is exceeded, we will have the right not to allow any further Transactions until the Account is brought current and the unpaid balance is within the Aggregate Charge Limit.
- (ii) Cash Access is charged against the Card Limit. Unless we inform you otherwise, each Cardholder’s Cash Access credit limit will be up to 100% of the Card Limit.
- (iii) We may refuse to authorize or accept any Transaction on any Card or on the Account that would cause any Cardholder to exceed the Card Limit or the total balance to exceed the Aggregate Charge Limit. If we, in our sole discretion, decide to authorize or accept a Transaction on any Card or on the Account that would exceed any Card Limit or the Aggregate Charge Limit, we will not be liable to you. Subject to Applicable Law, we may charge to the Account the amount of the Transaction and an overlimit charge and other related fees provided for in this Terms and Conditions. We may also (1) request that you

immediately repay us the amount in excess of the Aggregate Charge Limit and (2) suspend or cancel your Account or Card privileges.

- (iv) We may, from time to time and in our sole discretion, change any Card Limit or Aggregate Charge Limit, reduce any Card Limit or Aggregate Charge Limit to \$0 and close the Account or limit the number or amount of Transactions on the Account based on an evaluation of various factors, including your financial conditions and your ability to repay amounts owed in connection with the Account.
- (c) Company Administrator. You will identify one or more Company Administrator(s) in the Setup Form that will be granted access to the Valley OneCard 360 Control (“**Portal**”) by a hyperlink provided by Bank or on Bank’s website. A Company Administrator may, via the Portal: (i) request that a Tangible Card or a Virtual Card, if available, is issued to an employee or other authorized individual; (ii) restrict the type of Transactions in which each Cardholder may engage by designating a Card for travel and entertainment (commonly referred to as “T&E”), purchasing, or “Multiuse”; (iii) suspend any Card issued to a Cardholder; and (iv) entitle any Card with cash advance access. Only a Company Administrator may add, change, or eliminate a Company Administrator via the Portal without completing a new Setup Form.
- (d) Card Delivery. We may deliver Cards to you, a Company Administrator or directly to the relevant Cardholders. Upon receipt of any Card, you shall promptly deliver such Card to the Cardholder named thereon together with any related materials that we provide. From time to time, we may require you to follow certain security procedures regarding the custody and handling of Cards. You agree to comply with all such security procedures.

3. **Third-Party Claims or Defenses**

We are not responsible if a third party refuses to accept or honor a Card or your Account, even if you have sufficient available credit. Except as required by Applicable Law, we will not be responsible for any claim or defense you may have against any third party that arises out of or in connection with any Transaction with your Account or any Card or any services or goods or other property purchased or leased using your Account or any Card.

4. **Billing and Payment**

(a) Billing Statements.

- (i) We will provide billing statements to the Company Administrator or to such other employee or other person as designated by a Company Administrator via the Portal (each, a “**Billing Statement**”). For a Billing Statement provided to a Company Administrator, the Billing Statement will identify each Transaction posted to the Account during the Billing Cycle covered by the Billing Statement, the date of each Transaction, any payments and adjustments, any finance charge assessed for Transactions, any fees charged, the balance, the Aggregate Charge Limit and available Aggregate Charge Limit, and the date the payment is due (“**Payment Due Date**”). For a Billing Statement provided to a Cardholder, the Billing Statement will identify each Transaction associated with a Card posted during the Billing Cycle covered by the Billing Statement, the date of each Transaction, any payments and adjustments, any finance charge assessed for Transactions, any fees charged, the balance, and the Card Limit.

- (ii) We will make available either by mail or electronically a Billing Statement on the last day of each Billing Cycle for which you have a debit or credit balance in excess of \$1.00 or on which a finance charge has been imposed. We will not send a Billing Statement if (1) delinquency collection proceedings have been instituted, or (2) for any other reason permitted by Applicable Law.

(b) Payments.

- (i) You will pay us the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on that Billing Statement. If you do not make payment in full by the Payment Due Date, in addition to our other rights under this Terms and Conditions, we may, at our option, assess a late fee and finance charge in accordance with this Terms and Conditions. There is no right to defer any payment due on an Account. In addition, you will pay us the amount of all fees and charges according to the schedule of charges currently in effect. All charges are subject to change upon thirty (30) days' prior written notice, except that any increase in charges to offset any increase in fees charged to us by any supplier for services used in delivering the services covered by this Terms and Conditions may become effective in less than thirty (30) days.
- (ii) Payments will be automatically deducted from your Bank business checking account designated in your Setup Form. You agree to have on deposit in that account on the Payment Due Date available funds equal to the amount due. Should payment not be honored for any reason, you may incur additional fees and finance charges. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn.
- (iii) Payments on your Account will be applied in the following order: finance charges, fees, your Account balance.
- (iv) We may, in our sole discretion, offer you the ability to make your payments on an expedited basis. When you authorize us to process an expedited payment to your Account, we may charge you a fee. The amount of the fee will be disclosed to you at the time of the payment.

- (c) Prepayment. You may pay without penalty any portion of the entire balance before the Payment Due Date ("**Prepayment**"). You understand that by making a prepayment, the total amount you owe us will be reduced but that you must pay the amount due in successive Billing Cycles as reflected on the Account Statement.

5. Determination of Finance Charges.

- (a) Finance Charge on Past Due Balance. In the event that you fail to pay the total amount shown as due on a Billing Statement by the Payment Due Date shown on that Billing Statement, the unpaid amount shall be subject to a finance charge starting on the first day of the next Billing Cycle. A finance charge will also apply to new Transactions posted to the Account, from the date of the posting, until all past due amounts are paid.

- To calculate the finance charges for a Billing Cycle, the daily periodic rate is multiplied by the average daily balance, and that product is multiplied by the number of days in the Billing Cycle.
- The daily periodic rate is the annual percentage rate divided by 365.
- The annual percentage rate is the prime rate published in the Money Rates section of The Wall Street Journal in effect on the first day of each calendar month (“**Prime Rate**”) plus ten (10) percentage points. Changes to the annual percentage rate will apply immediately to each Billing Cycle ending on or after the date of the change in the Prime Rate.
- The average daily balance is the sum of the daily past due balances (including, for each day, finance charges from the previous day) less payments credited to the past due balance, divided by the number of days in the Billing Cycle.

(b) Fees. You agree to pay charges and fees as set forth in Exhibit A hereto.

(c) Foreign Currency Transactions. If a Transaction is made in a foreign currency, we and/or MasterCard will convert the Transaction into a U.S. dollar amount. MasterCard will act in accordance with its operating regulations or conversion procedures in effect at the time the Transaction is processed. Currently, the currency conversion rate used is either: (i) a wholesale market rate, or (ii) a government-mandated rate that is collected during MasterCard’s daily rate setting process.

6. Your Responsibility

You are responsible for all Transactions and other amounts posted to your Account arising from the authorized use of your Account or any Card. You and each Cardholder must exercise reasonable care in safeguarding the Card from risk of loss or theft. If you have authorized another person to use your Account or any Card in any way, we will deem your authorization to include the authorization to make Transactions of any kind using your Account or Card and to incur related fees and charges. We will also deem your authorization to continue until you revoke it by preventing that person from using your Account or Card. We are not responsible for controlling any Cardholder or any other person whom you have added to your Account or any person you let use your Account or Card. You should think carefully before allowing anyone to become an authorized user on your Account because you are allowing that person to use the Account as you can. If you wish to remove any Cardholder’s or other such person’s ability to use your Account or any Card, you must do so using the Portal. Your responsibility and liability, including for any Transactions, extends to the use of a mobile service by you and any authorized user permitted to use a Card or the Account.

7. Lost Cards or Unauthorized Use of Account or Card

(a) Notifying Us. If you or any Cardholder notice the loss or theft of any Card or a possible unauthorized use of any Card or your Account, you should call us immediately at:

844-626-6581 within U.S.
301-665-4442 from outside of U.S.
301-665-4443 for the hearing impaired.

To report an Unauthorized Transaction, we must hear from you no later than sixty (60) days after we make available to you the first Billing Statement in which the Unauthorized Transaction appears. We are not responsible for any Unauthorized Transaction that you do not report to us within this required time, except to the extent required by Applicable Law. Unauthorized Card or Account use does not include use of a Card or your Account by any person you have authorized to use a Card or your Account. Please refer to Section 6 – Your Responsibility.

- (b) Your Assistance. If there is any loss, theft, or unauthorized use of your Account or any Card, we may require you to provide us information in writing or other assistance to help us find out what happened. We may also require that you comply with certain procedures in connection with our investigation. Unless prohibited by Applicable Law, we will deem any unauthorized use as having been authorized by you, and you will be liable for the amount of any Transactions plus finance charges and fees, and other charges incurred with any such use, if you fail to provide us with any such information or assistance or to comply with such procedures.

8. Defaults

- (a) Events of Default. Subject to Applicable Law, your Account will be in default under this Terms and Conditions if any one of the following occurs: (i) you fail to pay the full amount due on or before the Payment Due Date, (ii) you become generally unable to pay your debts, (iii) we believe in good faith that you may not pay or perform your obligations under this Terms and Conditions, (iv) you exceed the Aggregate Charge Limit, (v) you use a check or instrument for payment that is dishonored, (vi) you provide us with any false or misleading information, (vii) we believe in good faith that you engaged in fraudulent activity related to your Account, (viii) any other creditor tries by legal process to take your money in our possession, (ix) a petition is filed or other proceeding is commenced by or against you under the federal bankruptcy act or any other applicable federal or state insolvency laws, (x) you breach any of your other obligations under this Terms and Conditions, or (xi) you are in default of any other credit agreement you have with us or any of our affiliates. The payment of any fee charged by us will not cure the default that caused the fee.
- (b) Our Rights in the Event of Default.
 - (i) If your Account is in default under this Terms and Conditions, we may, subject to Applicable Law, (1) require you to pay any portion of your outstanding Account balance immediately, (2) allow you to repay your Account subject to the terms and conditions hereof, (3) immediately terminate your Account and cancel all Cards issued on it, (4) reduce any Aggregate Charge Limit or Card Limit, or otherwise limit your ability to make Transactions as discussed in this Terms and Conditions, (5) commence a legal proceeding against you to collect all amounts owed in connection with this Terms and Conditions, or (6) increase the finance charge as discussed in this Terms and Conditions. We also may charge you court costs and reasonable attorneys' fees that we actually incur, as permitted by Applicable Law, if your Account is sent for collection to an attorney who is not our salaried employee. We will not be obligated to honor any attempted use of any Card or your Account if your Account is in default, or we have decided to terminate your Account or limit your ability to make Transactions as discussed in this Terms and Conditions. Except as otherwise provided in this Terms and Conditions, finance charges will continue to accrue at the rate set forth herein, at the time of default, until your total Account balance, including such accrued finance charges, is paid in full.

- (ii) You agree that, subject to Applicable Law, if your Account is in default under this Terms and Conditions, you will accept calls from us at your home and your place of business or on your mobile phone regarding collection of your Account. You understand and agree that such calls may be automatically dialed and a recorded message may be played. You agree that such calls will not be considered “unsolicited” calls or telemarketing calls for purposes of state or federal law.
- (c) Delays in Enforcement. We can delay enforcing or not enforce any of our rights under this Terms and Conditions without losing our right to enforce them in the future. For example, we may accept late payments or payments that are marked “payment in full” or with other restrictive endorsements without losing any of our rights under this Terms and Conditions.

9. Disclaimer of Warranties

ALL SERVICES, EQUIPMENT, SOFTWARE AND OTHER PRODUCTS FURNISHED BY US TO YOU ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT IN ADDITION TO THE FOREGOING WARRANTY DISCLAIMER, THE USE OF ALL THIRD-PARTY SOFTWARE PROGRAMS PROVIDED TO YOU IN CONNECTION WITH THIS TERMS AND CONDITIONS WILL BE GOVERNED BY THE TERMS OF THE END USER AGREEMENT ACCOMPANYING THE SOFTWARE.

10. Limitation of Liabilities

- (a) We are liable to you only for actual damages you incurred as a direct result of our gross negligence or willful misconduct in providing the services under this Terms and Conditions, as finally determined by a court of competent jurisdiction. We will not be responsible for (i) your or any Cardholder’s acts or omissions, (ii) the acts or omissions of your officers, employees, or agents (including any instructions or information from the Company Administrator or the accuracy, timeliness, or authorization relating thereto), or (iii) the acts or omissions of any third party, including any clearing house association or processor, a U.S. Federal Reserve Bank or any other country’s central bank, other financial institutions, suppliers, merchants, or vendors, and no such third party will be deemed to be our agent.
- (b) In no event will we be liable for any consequential, incidental, special, or indirect loss, damage, cost, or expense that you may incur in connection with the services we provide hereunder, including, without limitation, attorneys’ fees, loss of business, profits, revenue, or goodwill, and loss of or corruption to your data, even if we are advised of the possibility of such loss, damage, cost, or expense and regardless of the basis, theory, or nature of the action on which a claim is asserted.
- (c) We will not be liable for and will be excused from any failure or delay in performing our obligations under this Terms and Conditions if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft, or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any supplier, or your acts, omissions, negligence or fault.

- (d) We will not be liable for any failure to act on our part if we reasonably believe that our action would have violated any law, rule or regulation.

11. Indemnification

You agree to indemnify, defend, and hold us harmless from and against any and all liabilities, claims, costs, expenses, and damages of any nature (including legal expenses, attorneys' fees, and allocated costs for in-house legal services) arising out of or relating to disputes or legal actions by parties other than you and us concerning the services provided under this Terms and Conditions. The obligations contained in the preceding sentence will continue after your Account is terminated. This section does not apply to any cost or damage attributable to our gross negligence or willful misconduct.

12. Valley OneCard Rewards Program

You are automatically enrolled in the Valley OneCard Rewards Program ("**Rewards Program**") when you open an Account. This program allows you to accumulate cash back for every dollar you spend, subject to the terms and conditions in this Section 12.

- (a) You will earn cash back based on the total dollar amount of Transactions posted to your Account ("**Eligible Charges**") during one (1) year. Eligible Charges do not include Cash Access Transactions, fees charged to your Account, reversed charges, returns, adjustments, reversals, or any Transactions disputed by you.
- (b) To calculate the amount of your cash back, we add the Eligible Charges posted to your Account during one (1) year period ("**Annual Accrual Period**") then multiply by the applicable reward rate, which as of the Effective Date of this Terms and Conditions, is as follows:

For the portion of Eligible Charges . . .	you will receive cash back at the rate of . . .
between \$1 - \$500,000	0.25%
between \$500,001 - \$1,500,000	0.60%
between \$1,500,001 - \$4,000,000	0.75%
between \$4,000,001 - \$12,500,000	0.90%
\$12,500,001 and over	1.00%

The amount of your cash back will be credited to your Account on the last Billing Statement for the applicable Annual Accrual Period. Your first Annual Accrual Period begins when you open your Account. Thereafter, each successive Annual Accrual Period will begin after the last Billing Statement for the immediately preceding Annual Accrual Period.

- (c) The Eligible Charges accrued during the applicable Annual Accrual Period and the date we will credit the cash back to your Account will be shown on each Billing Statement.
- (d) The cash back credited to your Account will reduce the balance on your Billing Statement. Unless the amount of credit applied to your Account equals or exceeds your Billing Statement balance, you are still required to pay your remaining Billing Statement balance by the Payment Due Date. To the extent that the amount of credit exceeds your Billing Statement balance, we will apply the excess amount to the next Billing Statement(s).

- (e) You will lose all accrued and uncredited cash if your Account is closed before the end of the applicable Annual Accrual Period or is in default under this Terms and Conditions pursuant to Section 8(a). We will not reinstate cash unless we made an error.
- (f) We reserve the right at any time, at our sole discretion, to change the terms of the Rewards Program, including the reward rates, or cancel the program. We will give you thirty (30) days' prior notice if we (i) decrease the rewards rate at which you earn cash, (ii) implement any limit on the amount of cash you can earn, or (iii) cancel the Rewards Program. If we decide to cancel the Rewards Program, we will credit the accrued cash to your Account within sixty (60) days from the date we cancel the program, as long as you don't lose the cash for any of the reasons described in subsection (e) above.
- (g) You understand that the cash back is not your property and has no value until it is credited to your Account. Upon crediting to your Account, the cash may be used only to reduce the balance of your Account. If you close your Account, you will forfeit any credited but unused cash back remaining in your Account.
- (h) We are not responsible for any disputes you may have with any Cardholders regarding the Rewards Program.
- (i) The Rewards Program is void where prohibited by federal, state, or local law.

13. Arbitration

THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR VALLEY ONECARD ACCOUNT. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

- (a) Agreement to Arbitrate Disputes. Either you or we may elect, without the other's consent, to require that any dispute between us or concerning your Account be subject to arbitration.
- (b) Disputes Covered by Arbitration. Any claim or dispute relating to or arising out of your Account, this Terms and Conditions, or our relationship will be subject to arbitration. All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to such an Account. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account owner, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Bank, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims made as counterclaims, crossclaims, third party claims, interpleaders or otherwise. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other

party. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

- (c) Disputes Excluded from Arbitration. Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim for relief.
- (d) Commencing an Arbitration. The party filing an arbitration must choose one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at: Legal Department, Valley National Bank, 350 Madison Avenue, New York, NY 10017. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free) Website: adr.org

JAMS
1-800-352-5267 (toll-free) Website: jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your address unless the parties agree to a different location in writing.

- (e) Administration of Arbitration. The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge, selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect Client's Account information and other confidential information if requested to do so by you or us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by you or us.
- (f) Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will

be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

- (g) No Class Action or Joinder of Parties. You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.
- (h) Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.
- (i) Arbitration Award. The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.
- (j) Law Governing Arbitration. You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the governing law provisions of this Terms and Conditions shall apply.
- (k) Arbitration Provisions Severability; Survival. These arbitration provisions shall survive: (i) termination or changes to your deposit account or any other account that Bank may offer from time to time, or any related services we provide; (ii) the bankruptcy of any party; and (iii) the transfer or assignment of your deposit account or any related services we provide. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No provision of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

14. General Provisions

- (a) Accepting this Terms and Conditions. This Terms and Conditions will be effective for you on the date you or your authorized representative submit a Set Up Form for the Account that we approve, or the date you or a Cardholder uses any Card or the Account, whichever is earlier. You agree that by using the Account or a Card, signing a Setup Form or other Account document, or otherwise accepting the Account or a Card, you accept the provisions of this Terms and Conditions.
- (b) Termination. Subject to Applicable Law, we may terminate your Account or revoke your right to use your Cards, along with your right to make future Transactions, at any time and for any reason without notice to you. You may terminate your Account and cancel any and all Cards at any time by calling us at 844-626-6581 or 301-665-4442, from international locations. Any request to terminate your Account will be effective after we have had a reasonable opportunity to act on such request. The termination of your Account, whether initiated by us or you, will not affect any of your or our rights and obligations under this Terms and Conditions. If your Account is terminated, you must still repay any amounts you owe us, even if we allow a Transaction to be completed with your Account or a Card after your Account has been terminated. You agree to give to us or to destroy all of the Cards issued on your Account when we ask you to or when your Account is terminated. If someone attempts to use a Card after your Account is terminated, the Card may be retained. A Card also may be retained when you try to use it when certain other events occur.
- (c) Exclusivity. By accepting this Terms and Conditions and opening an Account, you agree to use your Account as your exclusive means of making Purchases or obtaining Cash Access on a corporate charge card and you agree to discontinue use of and close similar accounts at other banks or financial institutions.
- (d) Promise to Pay. By your use of a Card or the Account, you promise to pay us for all Transactions made on the Account, including Transactions which exceed any Aggregate Charge Limit or Card Limit. You are responsible for paying any fees, finance charges, or other charges due under this Terms and Conditions or the Account incurred by any Cardholder.
- (e) Security Interest. You hereby grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained by you with us or any of our affiliates and subsidiaries. In connection with that grant, you authorize us to enter into a master control agreement with our affiliates and subsidiaries authorizing, upon the occurrence and continuance of any default under this Terms and Conditions, the disposition of funds in any such deposits to satisfy all liabilities incurred hereunder, without your further consent. The grant of this security interest shall survive termination of your Account.
- (f) Client Information. You agree to comply with all Applicable Laws relating to the use of the Account and any data entered into or derived from the Portal, including, without limitation, laws and regulations governing the transmission of personal data from you to us or a processor, whether located in the United States or abroad. You acknowledge that certain third parties may provide services to Bank in connection with its provision of the Valley OneCard service hereunder, including any fraud mitigation or authentication services (“**Third-Party Services**”). You hereby authorize the disclosure of information relating to you, the Cardholders, the Account, and any Transactions to such third parties for use in connection with the provision of the Third-Party Services. You will ensure that Cardholders have been given notices of uses and disclosure of the Cardholders personal data as required by the applicable data protection legislation or data privacy

laws and, where necessary, that Cardholder has given consent to the processing, use, and disclosure of the Cardholder's personal data (including the transfer of the Cardholder's personal data outside the European Economic Area).

- (g) Guarantors. Guarantors are jointly and individually liable for paying all charges and fees on your Account.
- (h) No Waiver. No delay or failure to exercise any right or remedy under this Terms and Conditions shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under this Terms and Conditions shall be a waiver of any other breach or default. Any waiver under this Terms and Conditions must be in writing.
- (i) Changes to this Terms and Conditions. Subject to Applicable Law, we can change this Terms and Conditions, including the Exhibit(s), at any time, regardless of whether you have access to your Account, by adding, deleting, or modifying any provision (including increasing any rate of finance charge, increasing or adding fees or charges (including annual fees), changing the method of computing balances subject to finance charge, changing your Aggregate Charge Limit, changing the date upon which finance charges begin to accrue, or limiting the number or amount of Transactions on your Account). Any such changes will be effective immediately unless we are required by Applicable Law to provide you with advance written notice of the proposed changes. If this is the case, those changes will be effective immediately following the effective date stated in the notice. Subject to Applicable Law, any such changes will apply to the respective outstanding account balance on the effective date of the change and to any future balances created after that date. If we give you the right to reject a change (whether because it is required by Applicable Law or otherwise), and you do not notify us by the date stated in a notice, or if you notify us but then the applicable Account or Card is used after the date stated in the notice, you will be deemed to accept all changes in the notice, and to accept and confirm all terms of the Terms and Conditions as revised by the changes in the prior notice we sent you, regardless of whether you have access to your Account. If you reject a change that we make, we will close your Account. No change to any term of this Terms and Conditions will affect your obligation to pay all amounts you owe under this Terms and Conditions.
- (j) Waiver of Rights. Except as may be prohibited by Applicable Law, you agree to waive any right you may have for us to act promptly in bringing any action(s) against you (known as diligence); to demand payments of amounts due (known as presentment); to obtain an official certification of non-payment (known as protest); and to give notice that amounts due will not be paid (known as notice of dishonor or notice of default and non-payment).
- (k) Change of Address. We will rely on your address as it appears in our records for any Account communications we send to you unless and until either you or the U.S. Postal Service notifies us of a change of address and we have had a reasonable opportunity to act on such notice.
- (l) Communicating With You; Consent To Contact By Electronic And Other Means. To the extent permitted by Applicable Law, you consent to us contacting you at any telephone number that you have given us, you have called us from, or we have for you in our records, including your cellular or other wireless device, to service your Account or for collection purposes. We have your permission to contact you by any means available, including by text message. You also agree that we may contact you using prerecorded messages or automatic dialers. When we use the words "we"

and “us” in this paragraph, we are also referring to our affiliates, agents, and service providers. If you give us an email address, you also consent to our contacting you by email.

- (m) Effectiveness of Communication. To the extent permitted by Applicable Law, any communication you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. Any communication we send to you will, however, be effective and deemed delivered when mailed to you at the address as it appears on our records.
- (n) Telephone Monitoring and Recording. You acknowledge that telephone calls and other communications you provide to us may be monitored and recorded for training and quality control purposes. You agree that we may, and you authorize us to, monitor, record, retain, and reproduce your telephone calls and any other communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any Transaction, your Account, or other service contemplated by this Terms and Conditions. We will not be liable for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain, or reproduce such items, unless required to do so by Applicable Law.
- (o) Assignment. You may not sell, assign or transfer your Account or any Card or any of your rights and obligations under this Terms and Conditions. We may, however, sell, assign or transfer your Account, or any balance due thereunder, and our rights and obligations under this Terms and Conditions to another entity without your consent and without prior notice. That entity will take our place in this Terms and Conditions.
- (p) Governing Law. This Terms and Conditions is entered into between you and us in the State of New York, and your Account and this Terms and Conditions, and any claim, dispute or controversy arising from or relating to your Account or this Terms and Conditions, whether based in contract, tort, fraud or otherwise and regardless of the place where you live, is governed by, and construed in accordance with, the laws of the State of New York, without regard to New York’s conflict of laws principles, and applicable federal laws and regulations. The legality, enforceability and interpretation of this Terms and Conditions and the amounts contracted for hereunder also are governed by New York law and applicable provisions of federal law, and all amounts granted under this Terms and Conditions are extended from the State of New York.
- (q) Severability. If any provision of this Terms and Conditions is deemed to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Terms and Conditions. All other provisions of this Terms and Conditions will, however, remain in full force and effect.
- (r) Notices. You authorize Bank to send any written notice that Bank is required or permitted to give to you under this Terms and Conditions (i) by first class mail or a recognized express mail courier to your business mailing address, or electronically to your business e-mail address, in each case as it appears on our records, or (ii) to the extent permitted by Applicable Law, by posting the notice on our website at www.valley.com, in Valley Online, or on a Billing Statement. Notwithstanding the foregoing, if we provide any notice by posting on our website, we may alert you of the posting of such information by sending a message to your e-mail address on file, via Valley Online, or on a Billing Statement. You agree to notify us promptly about any change in your business mailing or

e-mail address, and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice of change.

- (s) Entire Agreement. You acknowledge that this Terms and Conditions, your use of any Card and any application and sales slip that you signed or otherwise submitted in connection with any Card or the Account (which is hereby incorporated by reference in this Terms and Conditions), and any indebtedness incurred using any Card or the Account, constitutes acceptance of the terms of this Terms and Conditions, as amended from time to time, and the documents accompanying each Card that apply to your Account, which are incorporated by reference into this Terms and Conditions, make up the entire agreement between you and us and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communications and understandings between you and us concerning the Account and the Cards. Neither you nor we intend that anything in this Terms and Conditions should result in the assessment of fees or charges in excess of those permitted by Applicable Law. If any fee or charge assessed under this Terms and Conditions is finally determined to be in excess of that permitted by Applicable Law, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you. You agree that any documentation provided to you that indicates that a Transaction was made shall be admissible as evidence of such Transaction and shall be proof that such transaction or transfer was made.
- (t) Section Headings. The Section headings used in this Terms and Conditions are only meant to organize this Terms and Conditions, and do not in any way limit or define your or our rights or obligations hereunder.

EXHIBIT A
CHARGES AND FEES

Interest Rates and Interest Charges*	
Annual Percentage Rate (APR) for Purchases	Prime Rate + 10.00%
APR for Cash Access	Prime Rate + 10.00%

Fees**	
Annual Fee	\$75.00 per Card
Transaction Fees - Cash Access - Currency Transaction	3.0% of the total U.S. dollar amount advanced 3.0% of the U.S. dollar amount of each Purchase or Cash Access in a foreign currency
Penalty Fees - Late Payment - Overlimit - Returned Payment	\$100.00 \$100.00 \$35.00
Other Fees - Paper Statement Fee - Temporary Line Increase Fee	\$25.00 per statement \$200.00

* The APR for Purchases and Cash Access will vary with the market, based on the Prime Rate.

** Explanation of fees:

Annual Fee. We will assess an annual fee in the amount of \$75.00 for each Card associated with the Account. The annual fee is assessed against the Account for the use of the Account and associated services, and will be identified as a Purchase on the respective Billing Statement in the first billing cycle after the anniversary of the Account opening and annually thereafter.

Cash Access Fee. We will assess a finance charge against the Account in the form of a Cash Access fee equal to 3.0% of the total dollar amount advanced for each Cash Access on the Account.

Currency Transaction Fee. We will assess a Foreign Currency Transaction Fee equal to 3.0% of the U.S. dollar amount of each Purchase or Cash Access in a foreign currency.

Late Payment Fee. We will assess a Late Payment Fee of \$100.00 if we do not receive the payment by the Payment Due Date. We will assess the Late Payment Fee against the Account following the Payment Due Date and at monthly intervals thereafter as long as your balance remains.

Overlimit Charge. Subject to Applicable Law, we may assess an overlimit charge of \$100.00 against the Account if the Aggregate Charge Limit or Card Limit is exceeded during any Billing Cycle.

Returned Payment Fee. Subject to Applicable Law, we may assess a Returned Payment Fee of \$35.00 each time (i) a check, similar instrument or electronic payment order that has been used for payment on your Account has been returned to us unpaid for any reason, or (ii) we must return a

check or other instrument because it is not signed or is otherwise incomplete. This fee is in addition to any Late Payment Fee or finance charges that may apply as a result of the returned payment.

Paper Statement Fee. We will assess a Paper Statement Fee of \$25.00 per month for each Cardholder who elects paper statement delivery. There is no charge for electronic statements.

Temporary Line Increase Fee. This fee will be assessed if you request, and we approve, a temporary increase in your Aggregate Charge Limit more than once in any twelve (12) month period. We will provide the first such request in a twelve (12) month rolling period at no cost, but for any subsequent requests we approve during the same period we will assess \$200.00 per occurrence.



References



References

- ***Bridget Souffrant***
Chief Financial Officer
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
(561) 822-1310
BSouffrant@wpb.org

- ***Michelle McCrimmon***
Chief Financial Officer
City of Orlando
400 South Orange Avenue
Orlando, FL 32801
(407) 246-2341
MichelleMccrimmon@orlando.gov

- ***Kyle Riefler***
City Manager
City of Belleair Beach
444 Causeway Boulevard
Belleair Beach, FL 33786
(727) 229-8431
Kyle.Riefler@CityofBelleairBeach.com



Additional Forms

BANKING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with this proposal, must hold a City 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: Valley National Bank

Address: 1455 Valley Rd.

City, State, Zip: Wayne, NJ 07470 Phone/Fax: 1-800-892-5430

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: 5/10/1976 State in which Incorporated: New Jersey

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 11/01/2014

5. Name and Title of Principal Officers

Date Elected:

Ira Robbins, CEO and Chairman 2017

Tom Iadanza, President 2021

Joseph Chillura, SEVP 2022

6. The length of time in business: 97 years

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

10 years

8. A copy of City 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.



STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

VALLEY NATIONAL BANK
615 MAIN AVENUE
PASSAIC, NEW JERSEY 07055

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 1st day of November, 2014.

A handwritten signature in black ink, reading "Jeff Atwater", is written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

RFP NO: 24-0516200

PRICE PROPOSAL FORM
BANKING SERVICES

The Proposer should submit the rates, fees, charges and terms and conditions associated with each banking service. Please review attachment EXHIBIT A: Fee Proposal.

SUBMITTED

THIS 14th DAY OF May, 2024

BID SUBMITTED BY:

Valley National Bank
Company

917-453-9954
Telephone Number

Gary Mele

Name of Person Authorized to
Submit Bid

Fax Number


Signature

GMele@valley.com
Email Address

FVP, Team Leader - Government Banking Services

Title

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, Federal, or other agency.

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

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

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

responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(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 Gary Mele

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 Gary Mele the FVP Team Leader Government Services
(Name) (Title / Position)

Of Valley National Bank
(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.

05/14/2024
Date


Signature

RFP 24-0516200
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - CITY OF MIAMI DADE

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

Signed, sealed and delivered in the presence of:

Witness

By: 
Signature

Witness

Gary Mele, FVP Team Leader Government Services
Print Name and Title

RFP 24-0516200
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: Gary Mele

Title: FVP Team Leader Government Services

Notarized and witnessed form provided upon verbal acceptance of proposal

State of Florida City of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this ___ day of _____, 2024.

By _____

Personally known _____ OR produced identification _____

Notary Public

My Commission Expires _____

E-VERIFY

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

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

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

RFP 24-0516200
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: Valley National Bank

Authorized Signature: 

Print Name: Gary Mele

Title: First Vice President, Team Leader Government Banking Services

Date: 05/14/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2024

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 Valley Insurance Services, Inc. 80 E. Ridgewood Avenue Paramus NJ 07652	CONTACT NAME: PHONE (A/C, No, Ext): 845-352-9100 FAX (A/C, No): 845-352-9104 E-MAIL ADDRESS:
INSURED Valley National Bancorp 1460 Valley Road Wayne NJ 07470	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Great Northern Insurance Co. INSURER C: Valley Forge Insurance Co. INSURER D: Chubb Ins. Co. of New Jersey INSURER E: INSURER F:
License#: BR-969511 VALLNAT-02	NAIC # 20281 20303 20508 41386

COVERAGES**CERTIFICATE NUMBER:** 1681290072**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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Combina Total Ag GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y		3579-83-83	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7351-86-58	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			7988-77-33	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
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 ☐	N / A	6080803187	6/30/2023	6/30/2024	☒ PER STATUTE ☐ OTH-ER 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)
City of Opa-locka is included as Additional Insured per the Named Insured by written contract or agreement.

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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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. TO REPLACE THE BASKETBALL COURTS AT SHERBONDY VILLAGE, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a high use of the Parks and Recreation facilities within the City of Opa-locka ("City"); and

WHEREAS, after evaluating the condition of the basketball courts at Sherbondy Village, it has been determined that the basketball courts have suffered significant wear and tear and are in need of replacement; and

WHEREAS, the Interim City Manager recommends undertaking this Project to enhance the park's appearance, as well as improve playability of the courts; and

WHEREAS, the Interim City Manager further recommends that this project be carried out by piggybacking the City of Miami IFB 1115382 contract for Pavement Resurfacing Services and accepting the proposal, attached hereto as Exhibit "A", from H&R Paving, Inc. for the replacement of the basketball courts at Sherbondy Village, in the amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, this Project is being funded by a Fifty Thousand Dollars (\$50,000.00) non-matching grant from the Florida Recreation Development Assistance program; 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. The agreement was subsequently renewed by the parties for a new contract end date of March 21, 2026; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) provides that 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 "B", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", for the replacement of the basketball courts at Sherbondy Village, as provided herein, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, 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 the replacement of the basketball courts at Sherbondy Village, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, 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 _____, 2025.

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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Manager Signature:		
Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	3.12.2025	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X		Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	
				No	
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: 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	Interim City Manager		Department:	Capital Improvement	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI'S CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC TO REPLACE THE BASKETBALL COURTS AT SHERBONDY VILLAGE.

Staff Summary:

Citywide there is a high use of the Parks and Recreation facilities. After evaluating the condition of the basketball courts at Sherbondy Village, it has been determined that the courts have suffered significant wear and tear and requires replacement. It is essential to protect the welfare of the

community utilizing the City's parks. Therefore, hazard-free equipment and surfaces that are equally functional and comfortable will ensure residents are able to safely enjoy these facilities.

City Administration is seeking approval to piggyback H&R Paving City of Miami IFB#1115382, to replace the basketball courts at Sherbondy Village.

The project will include the removal, regrading, leveling and replacement of the existing concrete courts with a new concrete-colored sport field painted surface.

Financial Impact- The Sherbondy Village basketball court restoration project is included in the FY 25 adopted budget. This is being funded by a \$50,000 non-matching grant from the Florida Recreation Development Assistance program (FRDAP) allocated to account 44-541848.

Proposed Action:

Staff recommends the City Commission authorizes the Interim City Manager to piggyback the City of Miami's contract with H&R Paving, Inc. . for the replacement of the basketball courts at Sherbondy Village.

Attachment:

City of Miami IFB# 1115382(28)
H&R Paving Proposal- Sherbondy Village Basketball Courts

1955 N.W. 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	013125-CITYOP
DATE:	2/14/2025

LICENSED AND INSURED

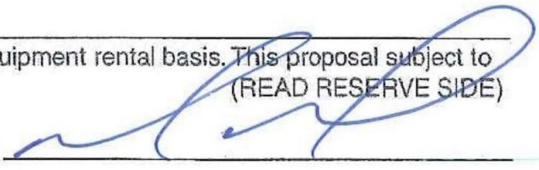
TO	CITY OF OPA-LOCKA CIP Dept. 780 Fisherman St. Opa-locka, FL 33054	JOB	Ingram Park New Basketball Courts 215 Perviz Ave
CONTACT		PHONE	City of Miami Contract #: 1115382

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

Item #	Description	Quantity	Unit Price	Contract Amount
1	Mobilization	1.00	\$ 1,080.00	\$ 1,080.00
2	Milling Existing	1,354.00	\$ 5.00	\$ 6,770.00
3	Specital Asphalt Mix - (116x105) Including 20 tons of hauling	95.00	\$ 250.00	\$ 23,750.00
4	2 Coats of Acrylic Resurface and Court's Color	2	\$ 9,200.00	\$ 18,400.00
	(Sodding Not Included)		Total	\$ 50,000.00

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of H & R PAVING, Inc. (READ RESERVE SIDE)

Authorized Signature: 

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____

Signature: _____

Date: _____

Signature: _____



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: \$_____



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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: _____

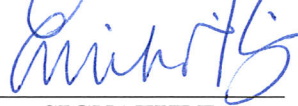
Reference Section 2.14	Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.
	Past Performance Reference Check #1
	Company/Organization Name: _____
	Address: _____
	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 Nozzleman).....	\$ 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).

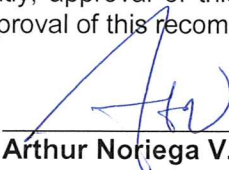
Contract Term: Initial term for a period of three (3) years, with the option to renew for two (2) additional two (2) year periods.

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.

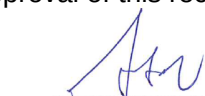
Recommended Vendors: H&R Paving, Inc. ("H&R Paving")

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 Ihekweba, 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

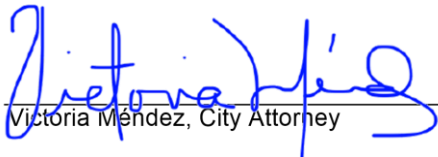
three (3) years with the option to renew for two (2) additional two (2) year periods is hereby accepted.

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 SHERBONDY VILLAGE
BASKETBALL COURTS REPLACEMENT SERVICES**

**Piggyback City of Miami Invitation for Bid (IFB) 1115382 for Pavement
Resurfacing Services**

This Agreement is made this ____ day of _____, 2025, 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 Sherbondy Village Basketball Courts Replacement Services, within the City (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Services ("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, 2026, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with pavement resurfacing services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 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 Improvements 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: Sha'mecca Lawson, 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
1955 N. W. 110 AVE
Miami, FL 33172

Section 6. 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.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of Opa-Locka

By: _____

Sha'mecca Lawson, City Manager

Date: _____

**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

TITLE

Date: _____

Date: _____

EXHIBIT “A”

Sponsored by: Interim City Manager

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE BUREAU OF JUSTICE ASSISTANCE FY 24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT IN THE AMOUNT OF TWENTY-EIGHT THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS (\$28,136.00), TO UPDATE OFFICER LAPTOPS; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT ALL TERMS AND CONDITIONS OF THE GRANT FUNDING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") has been awarded a Twenty-Eight Thousand One Hundred Thirty-Six Dollars (\$28,136.00) grant under the U.S. Department of Justice (DOJ) Edward Byrne Memorial Justice Assistance Grant (JAG) Program, which is administered by the Florida Department of Law Enforcement (FDLE); and

WHEREAS, under the JAG program, the DOJ annually provides grants to municipalities eligible for use in a wide range of initiatives from law enforcement equipment to community policing to anti-human trafficking programs; and

WHEREAS, upon an announcement of the availability of grant funding, the City submits a proposal for the use of grant funds to the Bureau of Justice Assistance (BJA). If the BJA deems the proposal to conform to the requirements of the program, the City is awarded the grant, subject to the completion of many forms and the approval of the City Commission; and

WHEREAS, upon the announcement of this year's program, City staff prepared a proposal to use available grant funding to upgrade a portion of the Police Department's laptops; and

WHEREAS, on December 4, 2024 the City was notified that the proposed program had been approved with the City being awarded the grant amount, following the City completing the necessary documentation, providing requested information and certifying the City's commitment to fully conform to all of the program requirements; and

WHEREAS, the City is required to accept all terms and conditions of the grant funding, attached hereto as Exhibit "A", to be granted the award funds; and

WHEREAS, although this is a four-year grant, the funding will be requested this fiscal year with the following years dedicated to training and evaluation of the equipment. The proposed program is attached hereto as Exhibit "B"; and

WHEREAS, the City Commission finds it to be in the best interest of the City and its residents to accept the terms, conditions and funds of the Florida Department of Law Enforcement (FDLE) Fiscal Year 2023 - 2024 Edward Byrne Memorial Justice Assistance Grant Program (U.S. Department of Justice (USDOJ)), attached hereto as Exhibit "A", totaling Twenty-Eight Thousand One Hundred Thirty-Six Dollars (\$28,136.00), to upgrade a portion of the Police Department's laptops, as set forth in Exhibit "B" hereto.

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

SECTION 1. Adoptions of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. Authorizing Execution of Agreement. The City Commission of the City of Opa-Locka, Florida hereby authorizes the Interim City Manager to accept the terms, conditions and funds of the Florida Department of Law Enforcement (FDLE) Fiscal Year 2023 - 2024 Edward Byrne Memorial Justice Assistance Grant Program (U.S. Department of Justice (USDOJ)), attached hereto as Exhibit "A", totaling Twenty-Eight Thousand One Hundred Thirty-Six Dollars (\$28,136.00), to upgrade a portion of the Police Department's laptops, as set forth in Exhibit "B" 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 _____, 2025.

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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Budget Administrator	Robert Anathan		Budget Administrator Signature:	ROBERT ANATHAN			
Interim City Manager:	Sha'mecca Lawson		ICM Signature:	[Signature]			
Commission Meeting Date:	3.12.2025		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) See Attachments		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	Interim City Manager		Department: City Manager's Office				

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE BUREAU OF JUSTICE ASSISTANCE (BJA) FY 24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) GRANT.

Staff Summary:

Issue/Recommendation: The City has been awarded a \$28,136 grant under the BJA FY 24 Edwrd Byrne Memorial JAG Program. Staff recommends the City Commission accept the grant.

History: Under the JAGD program, DOJ annually provides grants to municipalities eligible for use in a wide range of initiatives from law enforcement equipment to community policing to anti-human trafficking programs. Upon an announcement of the availability of grant funding, the City submits a proposal for the use of grant funds to the Bureau of Justice Assistance (BJA). If the BJA deems the proposal to conform to the requirements of the program, the City is awarded the grant, subject to the completion of many forms and the approval of the City Commission.

Current Activity: The funding allocated by the BJA for the City this year was \$28,136. Upon announcement of this year's program, staff prepared a proposal to use this funding to upgrade a portion of the Department's laptops. Although this is a four-year grant, the funding will be requested this fiscal year with the following years dedicated to training and evaluation of the equipment. The proposed program is attached. On December 4, 2024 the City was notified that the proposed program had been approved with the City being awarded the grant amount, with the City subsequently completing the necessary documentation providing requested information and certifying the City's commitment to fully conform to all of the program requirements.

Financial Impact: Acceptance of this grant will provide \$28,136 to the City to begin to update Officer laptops. There will be no expense for the City other than the staff time required to prepare the reports required over the term of the grant.

Proposed Action:

Staff recommends the City Commission authorize acceptance of the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Grant for \$28,136.

Attachment:

1. Grant Award Notification
2. City's Proposal For Laptop Acquisition

OPA-LOCKA LAW ENFORCEMENT LAPTOP ACQUISITION INITIATIVE

DESCRIPTION OF THE ISSUE

The City of Opa-locka plans to use Justice Assistance Grant (JAG) funds to procure new laptops for law enforcement personnel over the course of four years. The goal of this initiative is to enhance the operational efficiency of the police force by providing modern, portable technology to aid in data management, field reporting, and real-time communications. The new laptops will be equipped with software tools for data analysis, improved reporting capabilities, and secure communication channels. This investment aims to improve the overall responsiveness and effectiveness of the city's law enforcement operations.

The project timeline is distributed over the course of a three-year period to ensure smooth procurement, training, implementation, and performance monitoring.

1. Planning, procurement, and pilot program – Year 1
2. Program Training, adjustments, and full implementation – Year 2
3. Monitoring, Evaluation, and Future Planning – Year 3

PROJECT DESIGN AND IMPLEMENTATION

Year #1: Planning, Procurement, and Pilot Program

- 1) Needs Assessment & Research (Q1)
 - a) Conduct a comprehensive assessment of current technological infrastructure.
 - b) Identify specific needs of law enforcement, including hardware specifications, software requirements, and data security protocols.
 - c) Evaluate potential vendors.
- 2) Vendor Selection and Procurement (Q2)

- 3) Issue a Request for Proposals (RFP) to vendors.
 - a) Select the best vendor based on cost, functionality, and support services.
 - b) Procure the necessary number of laptops.
- 4) Initial Setup and Configuration (Q3)
 - a) Configure the devices with necessary software (e.g., field reporting systems, data analysis tools).
 - b) Implement necessary security protocols, ensuring compliance with law enforcement standards.
- 5) Pilot Program (Q4)
 - a) Roll out laptops to a small subset of law enforcement personnel for testing.
 - b) Collect feedback regarding ease of use, performance in the field, and data management capabilities.

Year #2: Program Training, Adjustments, and Full Implementation

- 1) Training Program Process (Q1)
 - a) Provide training to law enforcement personnel on how to effectively use the new laptops.
 - b) Cover key topics: field reporting, real-time communication, data analysis, and security protocols.
- 2) Refinement & Adjustments (Q2)
 - a) Make any necessary hardware, software, or workflow adjustments based on pilot results.
 - b) Refine training content based on user feedback.
- 3) Full implementation (Q3-Q4)
 - a) Deploy laptops to the entire law enforcement team.
 - b) Ensure each officer has access to the necessary tools and resources.

- c) Track operational performance and improvements in data management, field reporting, and communications.
- d) Identify any ongoing technical or operational issues.
- e) Ensure ongoing technical support.
- f) Implement software updates and perform maintenance as necessary.

Year # 3: Monitoring, Evaluation & Future Planning

- 1) Final Evaluation (Q1-Q2)
 - a) Conduct a full evaluation of the impact of laptops on law enforcement efficiency and effectiveness.
 - b) Assess improvements in data management, communication, and field reporting capabilities.
- 2) Continuous Improvement (Q3-Q4)
 - a) Review any emerging needs for new technology or system upgrades.
 - b) Plan for future procurements or system improvements based on the evaluation.

Expected Outcome

- 1) Improved real-time communication between offices and central command.
- 2) More efficient field reporting and data management.
- 3) Enhanced officer performance through modernized tools.
- 4) Better data analysis for informed decision-making.

CAPABILITIES AND COMPETENCES

- 1) Capabilities:
 - a) Enhanced Operational Efficiency: The new laptops will streamline workflows, enabling faster and more accurate reporting and decision-making.

- b) Improved Data Management: The devices will support better handling of law enforcement data, ensuring secure storage, access, and analysis of information.
- c) Real-Time Communication: Law enforcement personnel will benefit from immediate access to communications channels, improving coordination and response times.

2) Competences:

- a) Field Reporting: Officers will have the ability to perform reporting on-site, minimizing delays and ensuring that records are updated in real time.
- b) Data Analysis: The new laptops will allow personnel to analyze data on the go, providing timely insights that inform tactical decisions.
- c) Multi-Function Support: The devices will handle various law enforcement functions such as report generation, tracking, and evidence documentation.

This investment in technology demonstrates a commitment to modernizing police work, focusing on efficiency, communication, and data management.

PLANS FOR COLLECTING THE DATA REQUIRED FOR PERFORMANCE MEASURES

- 1) Assign Responsibilities: The department will assign roles to team members responsible for gathering, reviewing, and submitting data.
- 2) Data Collection Timeline: Ensure that data is collected and reported within the appropriate timeframes to maintain its relevance.
- 3) Analysis and Review: The designated staff will analyze the data to track progress towards performance goals.

This approach ensures that data collection for performance measures is structured, efficient, and aligned with organizational goals.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		CITY OF OPALOCKA 780 FISHERMAN ST	
City, State and Zip:		OPA LOCKA, FL 33054	
Recipient UEI:		YFKCKZNKEVG3	
Project Title: Opa-locka Law Enforcement Laptop Acquisition Initiative		Award Number: 15PBJA-24-GG-04911-JAGX	
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			
Federal Award Amount: \$28,136.00		Federal Award Date: 12/4/24	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: O			
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
Project Period Start Date: 10/1/23		Project Period End Date: 9/30/27	
Budget Period Start Date: 10/1/23		Budget Period End Date: 9/30/27	
Project Description: The City of Opa-locka Law Enforcement Laptop Acquisition Initiative focuses on enhancing police operations by using Justice Assistance Grant (JAG) funds to procure new laptops for law enforcement personnel over three years. The project aims to improve data management, field reporting, and communication efficiency. In year 1, a needs assessment will be conducted, vendors selected, and a pilot program rolled out. Year 2 will focus on full implementation after refining the system and training personnel. Year 3 will assess the initiative's impact and plan for future improvements. The initiative is expected to modernize police work, improve real-time communication, and support better data analysis.			

Award Letter

December 4, 2024

Dear Robert Anathan,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF OPALOCKA for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$28,136.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name CITY OF OPALOCKA	
UEI YFKCKZNKEVG3	
Street 1 780 FISHERMAN ST	Street 2
City OPA LOCKA	State/U.S. Territory Florida
Zip/Postal Code 33054	Country United States
County/Parish no value	Province no value
Award Details	
Federal Award Date 12/4/24	Award Type Initial
Award Number 15PBJA-24-GG-04911-JAGX	Supplement Number 00
Federal Award Amount \$28,136.00	Funding Instrument Type Grant
Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program
Statutory Authority	
Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).	
[] I have read and understand the information presented in this section of the Federal Award Instrument.	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	Awarding Agency OJP
	Program Office BJA
Application Number	

Grant Manager

Tamaro White

Phone Number

202-598-7548

E-mail Address

Tamaro.White@usdoj.gov

Project Title

Opa-locka Law Enforcement Laptop Acquisition Initiative

Performance Period Start**Date**

10/01/2023

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2027

Project Description

The City of Opa-locka Law Enforcement Laptop Acquisition Initiative focuses on enhancing police operations by using Justice Assistance Grant (JAG) funds to procure new laptops for law enforcement personnel over three years. The project aims to improve data management, field reporting, and communication efficiency. In year 1, a needs assessment will be conducted, vendors selected, and a pilot program rolled out. Year 2 will focus on full implementation after refining the system and training personnel. Year 3 will assess the initiative's impact and plan for future improvements. The initiative is expected to modernize police work, improve real-time communication, and support better data analysis.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition

incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal

statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal

department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees"

of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home

page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards

Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the

award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/> download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

Condition 65

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/1/24 6:21 PM

Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official
no value
Signed Date And Time
no value

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING AN APPLICATION SUBMISSION TO THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION SUBGRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") applied for a grant application to the Florida Department of Transportation for the acquisition of radar speeding warning equipment under the National Highway Traffic Safety Administration subgrant program; and

WHEREAS, due to the imminent deadline of February 28, 2025, the application, attached hereto as Exhibit "A", has been submitted prior to receiving City Commission approval; and

WHEREAS, the Interim City Manager recommends that the City Commission ratify the submission of the grant application; and

WHEREAS, on February 11th, 2025, the Police Department became aware of a Florida Department of Transportation (FDOT) grant program under the National Highway Traffic Safety Administration (NHTSA) Subgrants program that provides funds for various projects designed to make the highways safer; and

WHEREAS, on February 14, 2025, the Police Department met with Grant Administration to evaluate whether the requirements of the grant application could be satisfied before the submission date; and

WHEREAS, one eligible traffic issue that can be the basis of this grant is speeding and aggressive driving. The State has published statistics which indicate that the City is ranked in the top 20th percentile in regard to this issue, greatly improving the chances of being awarded a grant; and

WHEREAS, the Police Department has determined that radar traffic warning signs that flash warnings to oncoming speeding drivers have demonstrated to be extremely effective in causing these drivers to lighten up on the accelerator. Consequently, these speed warning units are indicated as the purpose for which grant funds will be used; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the grant application submission to the Florida Department of Transportation, attached hereto as Exhibit "A", for the acquisition of radar speeding warning equipment under the National Highway Traffic Safety Administration subgrant program.

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

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Ratification of the Application Submission to the National Highway Traffic Safety Administration Subgrant Program. The City Commission of the City of Opa-Locka hereby ratifies the grant application submission to the Florida Department of Transportation, attached hereto as Exhibit "A", for the acquisition of radar speeding warning equipment under the National Highway Traffic Safety Administration subgrant program.

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 March 2025.

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 Santiago	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Vice-Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan			Department Director Signature:	ROBERT ANATHAN		
City Manager:	Sha'mecca Lawson			ICM Signature:	Sha'mecca Lawson		
Commission Meeting Date:	Mar 12, 2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Attachments		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
							X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	City Manager		Department:	Finance			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA APPROVING THE RATIFICATION OF THE APPLICATION SUBMISSION TO THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION SUBGRANT PROGRAM.

Staff Summary:

Issue/Recommendation: Staff has submitted a grant application to receive funding with no match requirement to acquire radar traffic speed warning equipment. Staff recommends the City Commission ratify the submission of this grant application.

History: On February 11th, the Police Department became aware of a Florida Department of Transportation (FDOT) grant program under the National Highway Traffic Safety Administration (NHTSA) Subgrants program that provides funds for various projects designed to make the highways safer. On February 14th, the Police Department met with Grant Administration to evaluate whether the many requirements of the grant application could be satisfied within the two weeks remaining before the February 28th submission deadline. Though extremely challenging due to the limited time available, staff decided that with a full court press it was doable.

Current Activity: One aspect of the grant program is that there are nine types of safety issues for which grant applications for corrective actions can be submitted. Additionally, one evaluation criterion for determining grant awards is that the applicant must demonstrate that the traffic issue being addressed is significant enough that it measures within the top 40th percentile within the State. One eligible traffic issue that can be the basis of this grant is Speeding and Aggressive Driving. The State has published statistics which indicate that the City is ranked in the top 20th percentile in regard to this issue, greatly improving the chances of being awarded a grant.

The Police Department has determined that radar traffic warning signs that flash warnings to oncoming speeding drivers have demonstrated to be extremely effective in causing these drivers to lighten up on the accelerator. Consequently, these speed warning units are indicated as the purpose for which grant funds will be used. This has been a team effort with Reserve Police Officer Annette Quintana assuming responsibility for developing the extensive documentation regarding the Police aspects of the program while Grant Administration has overseen the more administrative aspects of getting the grant submitted.

Chief Ottley has reviewed quotes from providers of this technology and has determined that the equipment from Stalker Radar best meets the City's needs with a cost per set of equipment of \$12,027.50. The Chief has further determined that five sets of equipment will be most effective in allowing the City to simultaneously deploy this equipment to multiple locations in the City with histories of aggressive and speeding driving.

Due to the very near-in deadline of February 28th, this application has been submitted prior to receiving Commission approval.

Financial Impact: Five sets of this equipment, plus shipping and handling costs, result in a total cost of \$63,687.50. The grant request is being submitted for \$64,000 to cover minor incidental expense. There is no matching requirement to this grant. Consequently, if awarded this grant, the City will be able to acquire and utilize this equipment to improve traffic safety at many of the more dangerous roadways in the City at no cost to the City.

Proposed Action:

Staff recommends the City Commission ratify submission of a grant application to the Florida Department of Transportation for acquisition of speeding warning equipment under the National Highway Traffic Safety Administration subgrant program.

Attachment:

1. Grant Application
2. FDOT Subgrant Program
3. FDOT Selection Process
4. Extract Of City Percentile Ranking For Various Traffic Issues
5. Quote – Stalker Radar
6. Grant Application

trix - Ranking of Florida Cities

juries and fatalities during 2019-2023)



of 15,000-74,999 - 105 Cities

Florida City (Group II)	Aging Road Users (Drivers 65+)	Distracted Driving	Impaired Driving	Motorcyclists	Occupant Protection	Pedestrian or Bicyclist	Speeding or Aggressive Driving	Teen Drivers	Work Zones
Niceville	22	5	40	65	40	67	23	5	61
North Lauderdale	80	67	90	71	76	42	62	70	67
North Miami	52	66	57	42	44	22	48	30	45
North Miami Beach	70	73	86	47	74	45	98	67	69
Oakland Park	53	63	63	40	30	27	39	27	36
Ocala	2	4	1	1	1	1	1	1	14
Ocoee	34	17	14	49	28	19	12	19	35
Opa-locka	75	47	61	53	43	53	20	45	101
Oviedo	6	34	6	2	22	47	6	27	62

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Concept Papers

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How to Submit a Concept Paper

Applying for Federal Highway Safety funds begins with registration in the Highway Traffic Safety Subgrant Management System - <https://fdot.intelligrants.com>. Registration is submitted by clicking the "New User" button on the home screen or by contacting your agency System Administrator to request access. Selecting the "New User" button will take you to the registration page where you will enter your contact information.

Each organization must assign, at least one, with a maximum of two, Subrecipient System Administrators to coordinate access to the system and submit documents to the FDOT State Safety Office, on behalf of the agency. Subrecipient System Administrators may add access for other agency individuals to edit, view, or submit concept papers. A Subrecipient System Administrator Request Form must be completed and signed by the agency head or delegate to grant authority to allow completion and submission of concept papers. Completed forms should be sent to Chris Craig at Chris.Craig@dot.state.fl.us for processing.

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Selection Process

The State Safety Office reviews all concept papers for compliance with state and federal regulations. Concept papers that comply with these regulations are prioritized using the following criteria:

- Does the concept paper request satisfy a specific traffic safety need identified by the FDOT State Safety Office?
- Does the agency making the funding request serve a city/county ranked in the top 40% of its population group for the priority area in which funds are being requested according to the [Florida Highway Safety Matrices](#)?
- Does the crash data supplied in the concept paper's "Statement of the Problem" document an existing traffic safety problem? (Citation data and survey results can also be used to document the problem.)
- How does this request for funding tie into the [Strategic Highway Safety Plan](#) (goals and objectives)?
- If the agency was funded in the past, did it submit reports, invoices, and financial paperwork on a timely basis and implement the activities that were detailed in the subgrant agreement?
- Does the indirect cost rate requested significantly affect the proposed project's ability to adequately address the traffic safety need?

The State Safety Office is required by NHTSA to evaluate and document the risk for each entity applying for federal subgrant funds prior to making an award. Each applicant is assessed for risk of noncompliance with federal and State statutes, federal and State regulations, terms and conditions of the subgrant as well as the applicant's financial stability, quality of management systems, history of performance, single audit compliance, and prior audit findings, if applicable. If the applicant does pose a risk, but the proposal has merit, the State Safety Office may, as a condition of awarding subgrant funds, impose specific terms or conditions. This information is used to determine the appropriate level of monitoring if a subgrant is awarded.

Projects that are ultimately selected should provide the greatest impact to the high crash, high fatality, and high injury challenges that Florida faces. If concept papers are not received from those areas identified as high crash, high fatality, and high injury, the State Safety Office may directly solicit concepts from agencies within targeted high-risk areas.

Please visit the Signal Four Analytics System at www.signal4analytics.com to retrieve crash fatality and serious injury statistics.

Once at the website, users can access the system by clicking on the person icon on the top right-hand side of the Signal Four Traffic Safety Dashboard screen. After logging in, the user can click the Menu Icon at the top left corner and select Standard Reports Quick Stats which allows users to filter by date range, geographic area, and/or by law enforcement agency. After filters have been applied, a report will be generated with counts on total crashes, serious injuries, and fatalities for all Highway Safety Plan Emphasis Areas.

Notifications as to whether a concept paper has been selected for inclusion are sent to the head of each agency between mid-to-late September. Agencies that are selected will receive further instructions on how to complete the Subgrant for Highway Safety Funds at that time.

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Concept Paper Resources

- [FY2026 Concept Paper Instructions](#)
- [FY2026 Concept Paper Training](#)
- [Highway Safety Concept Paper Template](#)
- [Subrecipient System Administrator Request Form](#)
- [SHSP](#)
- [Countermeasures That Work](#)
 - [CTW - Alcohol-Impaired Driving \[Traffic Tech\]](#)
 - [CTW - Alcohol Measurement Devices \[Traffic Tech\]](#)
 - [CTW - Bicyclists \[Traffic Tech\]](#)
 - [CTW - Child Passenger Safety \[Traffic Tech\]](#)
 - [CTW - Distracted Driving \[Traffic Tech\]](#)
 - [CTW - Drowsy Driving \[Traffic Tech\]](#)
 - [CTW - Drug-Impaired Driving \[Traffic Tech\]](#)
 - [CTW - Motorcyclists \[Traffic Tech\]](#)
 - [CTW - Pedestrians \[Traffic Tech\]](#)
 - [CTW - Older Drivers \[Traffic Tech\]](#)
 - [CTW - Seat Belts \[Traffic Tech\]](#)
 - [CTW - Speeding and Speed Management \[Traffic Tech\]](#)
 - [CTW - Young Drivers \[Traffic Tech\]](#)

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Phone:

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Subgrants



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Overview

The Florida Department of Transportation (FDOT) State Safety Office awards subgrants to traffic safety partners that undertake priority area programs and activities to improve traffic safety and eliminate crashes, serious injuries, and fatalities. Subgrants may be awarded for assisting in addressing traffic safety deficiencies, expansion of an ongoing activity, or development of a new program.

Subgrants are awarded as "seed" money to assist in the development and implementation of programs in traffic safety priority areas. Many types of organizations are eligible to receive traffic safety subgrant funding including government agencies, political subdivisions of state, local, city and county government agencies, law enforcement agencies, state colleges and state universities, school districts, fire departments, public emergency service providers, and certain qualified non-profit organizations (e.g., MADD, SADD, etc.).

Funding for these subgrants are apportioned to states annually from the National Highway Traffic Safety Administration (NHTSA) according to a formula based on population and road miles. Occasionally, additional funding may be available for projects in other program areas if there is documented evidence of an identified problem.

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How to Apply

Each applicant must develop a [concept paper](#) that identifies a traffic safety problem in the applicant's jurisdiction. Applicants should provide documentation in the form of crash data of the traffic safety problem targeted by the subgrant. Concept papers must detail the activities of how the traffic safety problem will be addressed using subgrant funds.

Applicants must first register as new users in the FDOT [Intelligrants System](#). For registration details visit [concept papers](#). Once registered, applicants can submit concept papers between January 1st and the last day of February to receive funds the following October. For more detailed information refer to [concept papers](#).

Highway Traffic Safety Subgrant Management System

FDOT uses [Intelligrants](#) to manage highway traffic safety subgrants. Each organization must assign at least one, with a maximum of two Subrecipient System Administrators to coordinate access to the system and submit documents to the FDOT State Safety Office on behalf of the agency. A [subrecipient request form](#) must be completed and signed by the agency head or delegate to grant authority to allow completion and submission of concept papers. Completed forms should be sent to Chris Craig at Chris.Craig@dot.state.fl.us for processing.

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Resources

[Highway Safety Plan](#) — The Highway Safety Plan (HSP) is Florida's plan of action for the disbursement of Highway Safety Grant Programs funding administered by the National Highway Traffic and Safety Administration (NHTSA). Federal regulations require states to submit an HSP to guide transportation safety investments along with an application for federal funding to identify strategic safety projects prioritized and selected for funding.

[Forms](#)

- FDOT State Safety Office Reimbursement forms must be completed for costs incurred on all subgrant projects. For more information visit the [Financial Reports section](#).
- Activity Reports must be filled out for each program area-specific work performed by the subrecipient that is funded by the subgrants. For more information, visit the [Activity Forms section](#).
- Equipment, subcontractors, consultant travel, etc. forms must also be completed, if applicable. For more information visit the [Other Forms section](#).

[Highway Safety Matrices](#) — The Florida Highway Safety Matrix ranks combined serious injury and fatality data across 5 years in the county and city level matrices that are divided into three groups based on population. Applicants should document their jurisdiction's ranking within these matrices in their concept papers. Locations ranked in the top 40 percent within each population group will be prioritized for funding.

[Signal Four](#) — Signal Four is a statewide analytical system that integrates crash, roadway, and citation data made visible in a geospatial platform. Signal Four is a resource that can support data driven concept papers and programs. For more information visit [S4Analytics \(signal4analytics.com\)](https://signal4analytics.com)

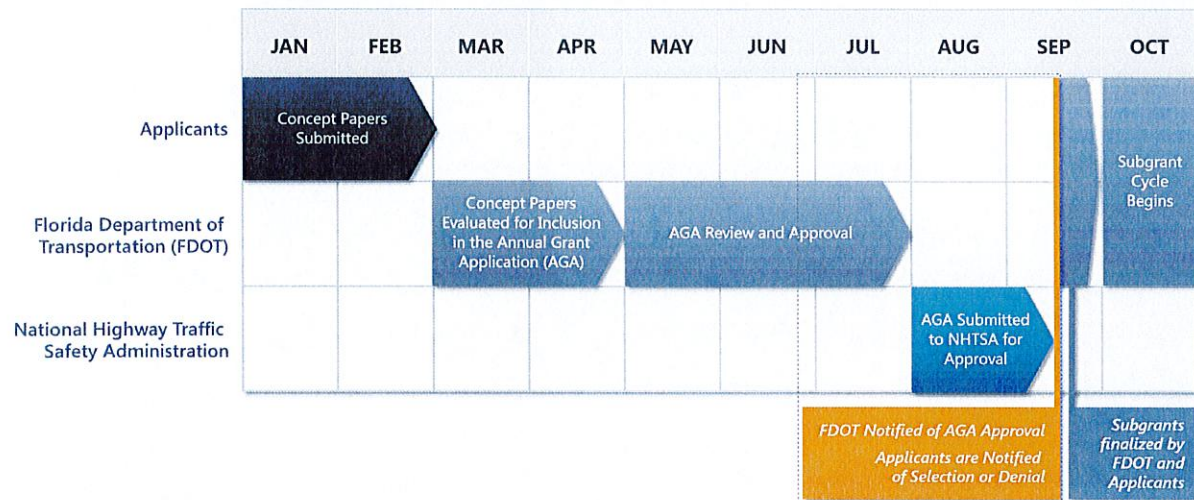
[Rules, Regulations, and Statute](#) — All applicants and subrecipients must comply with applicable Code of Federal Regulations, Florida Statutes, and Office of Management and Budget Circulars. For more information visit the [Rules, Regulations and Statutes page](#).

[Subrecipient Training](#) — The FDOT Safety Office provides training resources to assist all of our subrecipients. These training and resources include process maps, presentations, and videos, which can be accessed by clicking the Subrecipient Training link or above in the left menu.

[Traffic Safety Priority Areas](#) — The FDOT Safety Office supports a broad range of programs aimed at improving transportation safety. Each area is detailed here with definitions, types of funding, resources, and other information that can assist with understanding the traffic safety programs that are funded

[Traffic Safety Coalitions](#) — These Coalitions bring multiple traffic safety partners together to make Florida's roadways efficient and safe. These coalitions are open to public participation. A calendar of meetings can be found here: [Coalition Meetings Calendar](#)

SAFETY GRANT PROCESS



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For more information contact Chris Craig @ (850) 414-4009

Note: This page contains materials in the Portable Document Format (PDF). The free [Adobe Reader](#) may be required to view these files.

Page updated: January 3, 2024

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY CONCEPT PAPER
Concept Paper Summary

Applicant Information

Applicant Agency:	City of Opa-locka
Implementing Agency:	Opa-locka Police Department
Concept Paper Title:	City of Opa-locka Speed and Aggressive Driving Program
Priority Area for Concept Paper:	Speeding and Aggressive Driving
Amount Requested:	\$64,000.00
Type of Project:	Local
Type of Request:	Initial
Previous Year's Project Number (if Continuation):	

Head of Agency

Name:	Kenneth Ottley	State:	Florida
Title:	Chief of Police	Zip:	33054
Address 1:	780 Fisherman Street	Phone:	(305) 681-1033
Address 2:	Suite 105	Extension:	2004
City:	Opa-locka	Email:	Kottley@opalockapd.com

Project Contact

Name:	Marcos Gonzalez	State:	Florida
Title:	Sergeant	Zip:	33054
Address 1:	780 Fisherman Street	Phone:	(305) 681-1033
Address 2:	Suite 105	Extension:	2701
City:	Opa-locka	Email:	mgonzalez@opalockapd.com

Statement of the Problem:

Speeding and aggressive driving remain a significant public safety concern in the City of Opa-locka, contributing to an unacceptably high number of crashes, injuries, and fatalities. As a densely populated urban area with high-traffic corridors such as State Road 9 (SR 9), NW 27th Avenue, and Ali Baba Avenue, Opa-locka experiences a mix of local, commuter, and commercial traffic that exacerbates speeding and reckless driving behaviors. Excessive speed, tailgating, unsafe lane changes, and failure to yield have been identified as leading causes of traffic incidents, putting motorists, pedestrians, cyclists, and transit-dependent individuals at heightened risk.

According to crash data from the Florida Department of Highway Safety and Motor Vehicles (FLHSMV) and local enforcement reports, speed-related crashes have led to severe injuries and fatalities, particularly in areas

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY CONCEPT PAPER
Concept Paper Summary

with high pedestrian activity, school zones, and residential neighborhoods. Aggressive driving not only increases the severity of collisions but also contributes to road rage incidents, further straining public safety resources.

Despite ongoing enforcement efforts, speeding and aggressive driving continue to be a persistent issue, demonstrating the need for a comprehensive, technology-enhanced approach.

The Opa-locka Police Department (OLPD) proposes a multifaceted initiative that integrates enhanced enforcement, public education, and radar speed sign deployment to improve compliance with speed limits and deter reckless driving. This initiative will focus on:

- Strategic Speed Enforcement – Increased patrol presence in high-risk areas with targeted traffic enforcement operations.
- Radar Speed Signs Deployment – Installation of portable and fixed radar speed signs in key locations to provide real-time speed feedback to drivers, reinforcing compliance with posted speed limits.
- Public Education and Awareness Campaigns – Community outreach efforts, including social media campaigns and engagement with local schools and businesses, to educate the public on the dangers of speeding and aggressive driving.
- Data-Driven Traffic Monitoring – Utilizing radar speed sign data and crash reports to identify trends and adjust enforcement strategies accordingly.

By implementing this technology-assisted enforcement strategy, OLPD aims to reduce speeding, improve driver behavior, and enhance overall roadway safety. Funding from the FDOT Highway Safety Grant will allow for the purchase and deployment of radar speed signs while supporting enforcement and education efforts.

This initiative aligns with Florida's Target Zero vision, helping to create safer streets for all road users in Opa-locka.

Supporting Data:

According to the Florida Department of Transportation (FDOT) Fiscal Year 2023 Highway Safety Matrix, the City of Opa-locka is ranked in the top tier among Group II cities in the category of Speeding or Aggressive Driving.

This high ranking indicates a significant concern regarding speeding and aggressive driving behaviors within Opa-locka, underscoring the need for targeted interventions to enhance roadway safety.

Below are the previous 3 full recorded years:

2024

Speeding Citations- 14,710

Overall Citations- 15,936

Total crashes-908

Total crashes with fatalities-2

Total crashes with serious injuries –15

2023

Moving Violation citations- 16,646

Overall Citations-17,593

Total crashes-957

Total crashes with fatalities-2

Total crashes with serious injuries –21

2022

Moving Violation Citations- 18,547

Overall Citations-19,801

Total crashes-807

Total crashes with fatalities-6

Total crashes with serious injuries –8

Additionally, the Opa-locka Police Department has implemented several strategic initiatives to address the issue of speeding and aggressive driving in response to the high ranking of the city in this category. The department has integrated data-driven enforcement strategies, using crash data from sources such as the National Highway Traffic Safety Administration (NHTSA) and Signal 4 Analytics to identify high-risk locations for speeding-related incidents. With 31 fatalities and 178 serious injuries recorded between 2014 and 2022, the department has prioritized targeted enforcement in these high-risk areas. Our most recent Safe Streets and Roads For All Comprehensive Safety Action Plan indicates how the Opa-locka Police Department will initiate our strategies with this grant funding to reduce traffic fatalities and serious injuries , ultimately working towards the goal of safer streets for all road users.

Proposed Solution:

To effectively combat speeding and aggressive driving in Opa-locka, the Police Department will implement a comprehensive, multi-faceted strategy based on evidence-based recommendations from the NHTSA's "Countermeasures That Work" guide. These countermeasures were carefully selected to directly target the contributing factors to speeding and aggressive driving while maximizing the impact of the requested funding.

Countermeasures and Implementation Plan

1. High-Visibility Enforcement (HVE)

How This Addresses the Problem:

- o Speeding and aggressive driving persist due to a lack of perceived enforcement. HVE is a proven deterrent strategy that increases the certainty of enforcement by deploying officers in a way that is both visible and publicized.
- o By pairing enforcement with public awareness campaigns, drivers are reminded that violations will have immediate and serious consequences, leading to sustained behavior change.

2. Automated Speed Enforcement (ASE) – Radar Speed Signs & Cameras

How This Addresses the Problem:

- o Many speeding violations occur in areas where continuous police presence is not feasible. Automated enforcement solutions, such as radar speed signs and speed cameras, provide 24/7 deterrence, alerting drivers to their speeds in real time.
- o Studies show that dynamic speed display signs (DSDS) can lead to a 5-10 mph reduction in speeding,

particularly in school zones and residential areas.

- How Funding Will Support This Effort:

- o The requested funding will be used to purchase and deploy radar speed signs and speed cameras in high-crash areas identified through traffic data analysis.
- o These devices will collect speed data, allowing law enforcement to track trends and adjust enforcement strategies accordingly.

3. Aggressive Driving Laws Enforcement

How This Addresses the Problem:

- o Aggressive driving behaviors—such as tailgating, unsafe lane changes, and failure to yield—are key contributors to road rage and serious crashes. Strict enforcement of existing aggressive driving laws will hold violators accountable and deter repeat offenses.

- How Funding Will Support This Effort:

- o FDOT grant funding will allow OLPD to dedicate radar speed signs to aggressive driving enforcement, focusing on high-risk corridors like State Road 9, NW 27th Avenue, and Ali Baba Avenue.

4. Public Awareness and Education Campaigns

How This Addresses the Problem:

- o Many drivers do not recognize the dangers of speeding and aggressive driving or believe they will not be caught. Public education campaigns can correct misconceptions, emphasize the risks, and reinforce the consequences of reckless driving.
- o Community engagement is key to long-term behavioral change, particularly in high-risk populations such as young drivers and repeat offenders.

How Funding Will Support This Effort:

- o Grant funding will be used to develop and distribute educational materials using digital media highlighting success of use from our radar speed signs.
- o Funds will also support school and community outreach programs, where officers engage directly with residents to promote safe driving behaviors.

How FDOT Funding Will Maximize Impact

By securing FDOT Highway Safety Grant funding, the Opa-locka Police Department will be able to:

1. Expand enforcement capabilities by allowing officers to increase presence and targeted patrols.
2. Deploy traffic-calming technology radar speed signs and speed cameras to enforce speed limits continuously.
3. Enhance community engagement through public awareness efforts that reinforce the dangers of reckless driving.
4. Utilize data-driven approaches by analyzing traffic patterns and adjusting enforcement strategies based on real-time speed and crash data.

Conclusion

This multi-pronged approach combines enforcement, technology, and public education to address the root

causes of speeding and aggressive driving in Opa-locka. With FDOT grant funding, OLPD can implement sustainable solutions that will reduce crashes, prevent fatalities, and create safer roadways for all residents and visitors.

Sustainability:

The safety of our roads for drivers and pedestrians has and will remain one of our top law enforcement goals.

Sustainability Approach:

- The radar speed signs and speed cameras purchased with grant funding will continue to function without recurring costs, ensuring their impact well beyond the funding period.
- A self-sustaining network of speed monitoring technology will keep drivers accountable and reduce reliance on manual enforcement
- OLPD will maintain and expand radar speed signs and automated enforcement to ensure our efforts impact the high risk traffic issue of speed and aggressive driving in our area .
- OLPD will seek partnerships with local businesses and community organizations to fund the maintenance and expansion of speed enforcement technology.

Project Objectives:

To measure the impact of the project within the grant period , the Opa-locka Police Department (OLPD) will establish the following short-term, quantifiable objectives:

1. Strive to decrease speed and aggressive driving crashes and fatalities citywide by 5% when compared to the previous three (3) year average.
2. Conduct a combination of high-visibility enforcement with the assistance of radar speed signs.
3. Participate and/or host public awareness outreach and social media press release events to bring heightened attention to the dangers of speeding and aggressive driving.
4. Create speed and aggressive driving public awareness campaigns and educational materials for distribution through social media, local media and message boards.
5. Participate in future local & state Operation Southern Shield campaigns through speed and aggressive driving overtime enforcement operations and educational/community activities.

Evaluation:

Objective 1: Strive to decrease speed and aggressive driving crashes and fatalities citywide by 5% when compared to the previous three (3) year average.

- o Measure: Compare the total number of speed-related and aggressive driving crashes and fatalities in the grant period to the previous three-year average using data from Signal Four Analytics and FLHSMV crash

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY CONCEPT PAPER
Concept Paper Summary

reports.

- o Success Indicator: A reduction by 5% in crashes and fatalities citywide.

Objective 2: Conduct a combination of high-visibility enforcement (HVE) with the assistance of the requested radar speed signs

- o Measure:

- Compare pre- and post-installation speed data from radar speed signs to determine changes in driver behavior.

- o Success Indicator:

- A reduction in vehicles exceeding speed limits in monitored locations .

Objective 3: Participate and/or host public awareness outreach events to bring heightened attention to the dangers of speeding and aggressive driving

- o Measure:

- Track the number of community events attended or hosted (e.g., school presentations, business safety meetings, social media posts, town halls).

- o Success Indicator:

- Attend three (3) public outreach events completed during the grant period.

Objective 4: Create speed and aggressive driving public awareness campaigns and educational materials for distribution through social media, local media, and message boards

- o Measure:

- Track the number of materials produced and distributed , including social media posts, flyers, PSAs, and digital ads.

- o Success Indicator:

- The quantifiable materials posted or distributed to target public awareness about speed and aggressive driving.



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Michael Wiseman
mwiseman@a-concepts.com

QUOTE
#2101591

Page 1 of 1

Date: 02/25/25

Reg Sales Mgr: Scott Berry
+1-972-837-5129
scottb@stalkerradar.com

Effective From : 02/25/2025

Valid Through: 05/26/2025

Lead Time: 60 working days

Bill To: Opa Locka Police Dept 780 Fisherman St Ste 316 Opa Locka, FL 33054-3807	Customer ID: 104774 Accounts Payable	Ship To: Opa Locka Police Dept 780 Fisherman St Ste 316 Opa Locka, FL 33054-3807	<i>Coyote Logistics (4-6 Days)</i> Sergeant Marcos Gonzalez
--	--	--	--

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	821-0311-00	SAM 3 Trailer - Horizontal w/ Solar Panel	24	\$11,432.00	\$11,432.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	015-4153-01	Sam 3 Trailer, Horizontal Signs		\$0.00
2	1	015-4153-81	YOUR SPEED - Yellow - SAM 3 / SAM / SAM-R		\$0.00
3	1	200-1229-01	[414155] Traffic Stats Sensor, 2 Comm Ports		\$0.00
4	1	200-1173-00	(412467) Traffic Data Analysis Package	\$595.50	\$595.50
5	1	015-2328-62	Red LED Light Bar, SAM 3/SAM/SAM-R		\$0.00
6	1	015-2354-40	Blue LED Light Bar, SAM 3/SAM/SAM-R		\$0.00
8	1	006-0569-00	Certificate of Accuracy, Speed Sensor II		\$0.00
9	1	200-1448-02	Assy, SAM 3 Trailer Operator Manual Kit w/ USB C		\$0.00
10	1	060-1000-24	24-Month Warranty		\$0.00

Group Total \$12,027.50

Product	\$12,027.50	Sub-Total:	\$12,027.50
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$1,900.00
		Total: USD	\$13,927.50

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Robert Anathan

From: Michael Wiseman <mwiseman@stalkerradar.com>
Sent: Friday, February 28, 2025 11:13 AM
To: Robert Anathan
Cc: Annette Quintana; John T. Ryan; Kenneth Ottley (OLPD); Yesly Guillen; Scott Berry
Subject: RE: Have you met SAM? / 7' Tall, Rugged, and Very Compliant

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

Good afternoon,

The two sets of freight costs for either (4) or (5) trailers are:

- (4) Sam-3 \$3200
- (5) Sam-3 \$3550

Please let me know if you need anything else.

Thank you.



Michael Wiseman

Sales Development Representative
Stalker Radar / Street Dynamics
855 East Collins Blvd. | Richardson, Texas 75081



P: 972-801-4888

E: mwiseman@stalkerradar.com

StalkerRadar.com

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SUPPLIER PARTNER

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PURCHASING COOPERATIVE

MUTCD Compliant

**Safer Streets:
A Tall Order**

**Introducing the
new SAM 3**

MORE >>

From: Robert Anathan <ranathan@Opalockafl.gov>
Sent: Friday, February 28, 2025 6:25 AM
To: Michael Wiseman <mwiseman@stalkerradar.com>

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S (OCRA) PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AS SET FORTH IN EXHIBIT "A"; APPROVING AMENDMENT 1, TO SAID BUDGET, AS SET FORTH IN EXHIBIT "B"; REQUESTING THE EXECUTIVE DIRECTOR OR DESIGNEE TO TRANSMIT A COPY OF SAID BUDGET TO MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is currently an Interlocal Agreement (the "Agreement") in existence between the Opa-Locka Community Redevelopment Agency ("OCRA"), the City of Opa-Locka (the "City"), and Miami-Dade County (the "County") which requires, among other things, for the OCRA to annually adopt and transmit a budget and annual report to the City and County for review and approval by the City Commission and Board of County Commissioners, respectively; and

WHEREAS, the OCRA Board has approved and adopted its Fiscal Year 2024-2025 Budget; and

WHEREAS, the Interim City Manager recommends that the City Commission approves the OCRA adopted Fiscal Year 2024-2025 Budget and subsequent amendment; and

WHEREAS, as a prerequisite to carrying out redevelopment activities for the fiscal year commencing October 1, 2024 and ending September 30, 2025 (Fiscal Year 2024-2025), it is required that the OCRA's Board approve and adopt the annual General Operating and Tax Increment Fund Budget ("Budget"), attached and incorporated as Exhibit "A"; and

WHEREAS, approval of the OCRA's Fiscal Year 2024-2025 budget will permit the OCRA to execute its budgeted programs and projects; and

WHEREAS, on September 26, 2024 the Opa-Locka CRA Board adopted the CRA's FY 25 Budget and the budget is composed of Seven Million, One Hundred Seventy-Four Thousand, Four Hundred Seventy-Nine Dollars (\$7,174,479.00) of revenue and Two Million, Six Hundred Seventy-Two Thousand, Six Hundred Thirty-Four Dollars (\$2,672,634.00) of Tax Increment Financing (TIF) from the City and County, Four Million, Three Hundred Fifty-One Thousand, Eight Hundred Forty-Six Dollars (\$4,351,846.00) of prior year carryover and One Hundred Fifty Thousand Dollars (\$150,000.00) of interest income; and

WHEREAS, budget expenditures are Seven Million, One Hundred Seventy-Four Thousand, Four Hundred Seventy-Nine Dollars (\$7,174,479.00), with Two Million, Six Hundred Sixty-Six Thousand Dollars (\$2,666,000.00) of operating expense; One Million, Seventy Thousand Dollars (\$1,070,000.00) of grants; Three Million, Two Hundred Seventy-Six Thousand, Seven Hundred Eighty-One Dollars (\$3,276,781.00) of capital projects and a Fifty Thousand Dollars (\$50,000.00) contingency; and

WHEREAS, all the expenses, to the best of the City's knowledge and belief, are included in the Budget and are in accordance with state law, the Interlocal Agreement, and the Agency's Redevelopment Plan; and

WHEREAS, the Opa-Locka CRA has further approved the FY 25 Budget Amendment #1 to said budget. The amendment specifically increased carryover funding from FY 24 by \$217,545. This amendment also reduced operating expenses by \$766,000, eliminated the grant program (\$1,070,000), eliminated park amenities (\$250,000), and reduced green projects by \$150,000. These savings and increased carryover and make available \$2,453,545 for the purchase of buildings to an amount of \$5,118,326 and to specifically fund the purchase of 240 Bahman Avenue, 2145 Ali Baba Avenue, and 879 Fisherman Street., See Attached incorporated Exhibit "B"; and

WHEREAS, pursuant to Interlocal Agreements a copy of the Opa-Locka CRA's budget is required to be transmitted to Miami-Dade County; and

WHEREAS, the City Commission of the City of Opa-Locka have considered the Opa-Locka CRA's Budget for Fiscal Year 2024-2025 and find that it is in the best interest of the City and its residents to approve the budget as set forth in Exhibit "A" and the budget amendment to said budget as set forth and incorporated herein as Exhibit "B".

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

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 Community Redevelopment Agency's Proposed General Operating and Tax Increment Fund Budget for the Fiscal Year Commencing October 1, 2024, and ending September 30, 2025, as set forth in Exhibit "A". Further, the City Commission hereby approves Amendment 1, to said budget as set forth in Exhibit "B". This resolution further requests that the OCRA Executive Director or Designee transmits a copy of this resolution to Miami-Dade County.

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 March 2025.

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 Santiago	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Vice-Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Budget Administrator	Robert Anathan		Budget Administrator Signature:	ROBERT ANATHAN			
Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	Mar 12, 2025		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box) N/A	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
			Public Hearing: (Enter X in box)	Yes	No X	Yes	No 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#:				
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
Sponsor Name	Interim City Manager		Department: Interim City Manager's Office	Interim City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF OPA-LOCKA ADOPTING THE COMMUNITY RE-DEVELOPMENT AGENCY'S (CRA) FY 25 BUDGET.

Staff Summary:

Issue/Recommendation: The Opa-locka CRA Board has approved and adopted its FY 25 Budget. Staff recommends that the City Commission approve the Opa-locka CRA Adopted FY 25 Budget

History: All Opa-locka CRA budgets and budget amendments must be approved by the City Commission by Resolution.

Current Activity: On September 26, 2024 the Opa-locka CRA Board adopted the CRA's FY 25 Budget. The budget is composed of \$7,174,479 of revenue (\$2,672,634 of Tax Increment Financing (TIF) from the City and County, \$4,351,846 of prior year carryover and \$150,000 of interest income). Expenditures were also

\$7,174,479 with \$2,666,000 of operating expense, \$1,070,000 of grants, \$3,276,781 of capital projects and a \$50,000 contingency.

Financial Impact: Approval of the Opa-locka CRA FY 25 budget will permit the CRA to execute its budgeted programs and projects.

Proposed Action:

Staff recommends that the City Commission approve the Opa-locka CRA FY 25 Budget

Attachment:

1. CRA Resolution 24-23 – Opa-locka CRA FY 25 Budget



City of Opa-locka Agenda Cover Memo

Budget Administrator	Robert Anathan		Budget Administrator Signature:	ROBERT ANATHAN	
Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date: Mar 12, 2025	Item Type: (Enter X in box)		Resolution	Ordinance	Other
			X		
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)		1st Reading
					2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No
Funding Source: Account# :	(Enter Fund & Dept) See Attachments		Advertising Requirement: (Enter X in box)		Yes
					No
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)
	X				
Sponsor Name	Interim City Manager		Department: Interim City Manager's Office		Interim City Manager

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA APPROVING THE COMMUNITY REDEVELOPMENT AGENCY'S (CRA) FY 25 BUDGET AMENDMENT #1.

Staff Summary:

Issue/Recommendation: The Opa-locka CRA Board has approved and adopted FY 25 Budget Amendment #1. Staff recommend the City Commission approve Opa-locka CRA Adopted FY 25 Budget Amendment #1.

History: All Opa-locka CRA budgets and budget amendments must be approved by the City Commission by Resolution.

Current Activity: On January 22, 2025 the Opa-locka CRA Board adopted Budget Amendment #1 (Resolution 25-34). This amendment increased carryover funding from FY 24 by \$217,545. This amendment also reduced operating expenses by \$766,000, eliminated the grant program (\$1,070,000), eliminated park amenities (\$250,000) and reduced green projects by \$150,000. These savings and increased carryover made available

\$2,453,545 to increase the purchase of buildings to \$5,118,326 to fund the purchase of 240 Bahman Avenue, 2145 Ali Baba Avenue and 879 Fisherman Street.

Financial Impact: Approval of the Opa-locka CRA FY 25 Budget Amendment #1 will permit the CRA to proceed with acquisition of three buildings vital for carrying out its mission.

Proposed Action:

Staff recommends the City Commission approve the Opa-locka CRA FY 25 Budget Amendment #1

Attachment:

1. CRA Resolution 25-34 – Opa-locka CRA FY 25 Budget Amendment #1

RESOLUTION NO. 24- 23__

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPEMENT AGENCY (OCRA), AMENDING, APPROVING AND ADOPTING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID BUDGET TO THE STATE OF FLORIDA OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Opa-locka Community Redevelopment Agency ("OCRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the Opa-locka Redevelopment Plan ("Plan"); and

WHEREAS, as a prerequisite to carrying out redevelopment activities for the fiscal year commencing October 1, 2024 and ending September 30, 2025 ("FY 2024-2025"), it is required that the Opa-locka CRA's Board approve and adopt the annual General Operating and Tax Increment Fund Budget ("Budget"), attached and incorporated as Exhibit "A"; and

WHEREAS, pursuant to Interlocal Agreements a copy of the Opa-locka CRA's budget is required to be submitted to Miami-Dade County; and

WHEREAS, all the expenses included in the Budget are in accordance with state law, the Interlocal Agreement, and the Agency's Redevelopment Plan; and

WHEREAS, the Opa-locka CRA Board wishes to approve and adopt the Opa-locka CRA's Budget for FY2024-2025 as set forth in Exhibit "A".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

SECTION 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency hereby approves, amends and adopts the Opa-locka Community Redevelopment Agency's Proposed General Operating and Tax Increment Fund Budget for the Fiscal Year Commencing October 1, 2024 and Ending September 30, 2025, as set forth in Exhibit "A".

SECTION 3. INSTRUCTIONS TO EXECUTIVE DIRECTOR

The Interim Executive Director is directed to submit a copy of said budget to the City of Opa-locka and State of Florida oversight board.

SECTION 4. SEVERABILITY

If any section, subsection, clause or provision of this Resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT

All sections or parts of sections of the applicable City of Opa-locka resolution currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

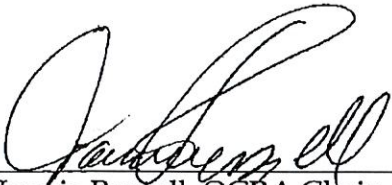
SECTION 6. SCRIVENER'S ERRORS

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 Opa-locka Community Redevelopment Agency Interim Executive Director, or designee, without need of public hearing, by filing a corrected copy of same with the Opa-locka Community Redevelopment Agency Secretary.

SECTION 7. EFFECTIVE DATE

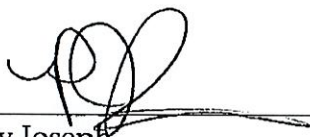
This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this 26th day of September, 2024.


Jannie Russell, OCRA Chair

Attest to:

Approved as to form and legal sufficiency:


Peggy Joseph
OCRA Board
Clerk


Weiss Serota Helfman Cole & Bierman, P.L.

Moved by: Board member Kelley

Seconded by: Vice Chair Williams

VOTE: 4-0

Board Member Bass	ABSENT
Board Member Ervin	ABSENT
Board Member Kelley	YES
Board Member Taylor	YES
Board Member V. Williams	ABSENT
Vice Chairwoman N. Williams	YES
Chairwoman Russell	YES

180-77	CRA - Summary	FY 24					FY 25	
ACCT	Account Title	Budget Thru Budget Amend #2	YTD Aug 26, 2024 Encumb	YTD Aug 26, 2024 Rev/Exp	YTD Aug 26, 2024	Forecast	Proposed Budget	Over / (Under) FY 24 Forecast
	REVENUES							
311110	City Tax Increment Revenue	1,512,442		1,512,442	1,512,442	1,512,442	1,774,382	261,940
311120	County Tax Increment Revenue	736,756		744,243	744,243	744,243	898,252	154,009
	Total Tax Increment Revenue	2,249,198	-	2,256,685	2,256,685	2,256,685	2,672,634	415,949
383010	Fund Balance Carryover - Prior Year	4,713,883		4,121,803	4,121,803	4,121,803	4,351,846	230,043
361100	Interest Earnings	-		165,307	165,307	200,000	150,000	(50,000)
369900	Misc. Revenue	50,000		-	-	-		-
	(A) REVENUE TOTAL	7,013,081	-	6,543,795	6,543,795	6,578,488	7,174,479	595,991
	ADMINISTRATIVE							
	EXPENDITURES							
515110	Salaries - Executive	-	-	-	-	-	-	-
515120	Salaries - Regular	15,075	-	22,455	22,455	22,455	-	(22,455)
515130	Salaries - Part-Time	-	-	-	-	-	-	-
515140	Salaries - Overtime	-	-	-	-	-	-	-
	Total Salaries	15,075	-	22,455	22,455	22,455	-	(22,455)
	Benefits							
515210	FICA	176	-	207	207	207	-	(207)
515220	Retirement	1,046	-	1,465	1,465	1,465	-	(1,465)
515230	Life And Health Insurance	53	-	13	13	13	-	(13)
	Total Benefits	1,275	-	1,685	1,685	1,685	-	(1,685)
	Total Compensation	16,350	-	24,140	24,140	24,140	-	(24,140)
	Administrative Expenditures:							
515320	Accounting & Audits	50,000	-	24,000	24,000	24,000	50,000	26,000
515341	County Admin Fee 1.5%	19,489	-	11,051	11,051	11,051	13,474	2,423
515342	Minutes Processing	3,000	-	525	525	500	2,000	1,500
515343	State Admin Fee	225	-	-	-	225	225	-
515391	Administrative Fees (City)	5,000	-	-	-	35,000	5,000	(30,000)
515401	Local Travel	2,000	-	-	-	-	2,000	2,000
515411	Telephone	-	-	-	-	-	2,500	2,500
515413	Internet	-	-	-	-	-	2,500	2,500
515420	Postage/FedEx/Courier	2,000	-	-	-	100	2,000	1,900
515430	Electricity, Water & Gas	-	-	-	-	-	5,000	5,000
515442	Insurance (City)	10,000	-	-	-	10,000	10,000	-
515448	Occupancy (City)	5,000	-	-	-	5,000	1,000	(4,000)
541461	Building Repair & Maintenance	-	-	-	-	-	2,000	
515492	Advertising & Notices	6,000	-	1,355	1,355	1,355	6,000	4,645
515493	General Expense	1,775	-	-	-	-	2,000	2,000
515510	Office Supplies	1,500	79	397	475	500	3,000	2,500
515540	Membership Dues	2,750	-	-	-	2,750	3,000	250
	(B) Subtotal Adm. Exp	108,739	79	37,328	37,406	90,481	111,699	19,218
	Total Administrative Expense	125,089	79	61,468	61,547	114,621	111,699	(4,923)

180-77

CRA - Summary		FY 24					FY 25	
ACCT	Account Title	Budget Thru Budget Amend #2	YTD Aug 26, 2024 Encumb	YTD Aug 26, 2024 Rev/Exp	YTD Aug 26, 2024	Forecast	Proposed Budget	Over / (Under) FY 24 Forecast
Operating								
EXPENDITURES								
515110	Salaries - Executive	-	-	-	-	-	-	-
515120	Salaries - Regular	74,746	1,950	65,416	67,366	67,366		(67,366)
515130	Salaries - Part-Time	-	-	-	-	-	-	-
515140	Salaries - Overtime	-	-	-	-	-	-	-
	Total Salaries	74,746	1,950	65,416	67,366	67,366	-	(67,366)
Benefits								
515210	FICA	652	-	621	621	621	-	(621)
515220	Retirement	4,815	-	4,395	4,395	4,395	-	(4,395)
515230	Life And Health Insurance	-	-	39	39	39	-	(39)
	Total Benefits	5,467	-	5,055	5,055	5,055	-	(5,055)
	Total Compensation	80,213	1,950	70,471	72,421	72,421	-	(72,421)
Operating Expenditures:								
513470	Printing & Binding	5,000	-	733	733	1,000	5,000	4,000
515480	Marketing/Promotional Events/Posit	80,000	328	40,781	41,109	40,800	-	(40,800)
515400	Out of Town Travel	12,000	-	2,559	2,559	3,000	15,000	12,000
515547	Conferences & Meetings	5,000	-	790	790	800	5,000	4,200
515541	Education	5,000	-	-	-	-	5,000	5,000
514370	Legal Services/Court Costs	85,000	28,083	24,418	52,500	65,000	85,000	20,000
515312	Professional Services	310,057	51,500	104,563	156,063	220,000	351,000	131,000
515542	Apprenticeship Training	-	-	-	-	-	-	-
515548	Home Improvement Assist	150,000	-	70,000	70,000	100,000	500,000	400,000
515544	Commercial Grants	1,000,000	3,500	56,660	60,160	100,000	800,000	700,000
515549	Micro Business Grants	250,000	-	31,081	31,081	60,000	250,000	190,000
515545	Home Ownership	90,000	2,028	83,448	85,476	90,000	200,000	110,000
515340	Other Contracted Services	154,329	12,819	64,800	77,619	215,000	450,000	235,000
	Total Operating Expenditures	2,146,386	98,258	479,833	578,090	895,600	2,666,000	1,770,400
CAPITAL PROJECTS - Grants & Other								
5776001	Development Assistance	800,000	-	240,000	240,000	250,000	800,000	550,000
	Carryover Budgeted Grants	-	-	-	-	-	-	-
5776002	Farmers Market	-	-	-	-	-	-	-
5776003	Community Policing	-	-	-	-	-	-	-
5776004	Art in Public Places	200,000	-	4,500	4,500	5,000	-	(5,000)
5776005	Housing Initiatives	250,000	-	-	-	250,000	270,000	20,000
	Carryover Budgeted Grants/Housing	-	-	-	-	-	-	-
	Total Cap Projects - Grants & Other	1,250,000	-	244,500	244,500	505,000	1,070,000	565,000

180-77	CRA - Summary		FY 24				FY 25	
ACCT	Account Title	Budget Thru Budget Amend #2	YTD Aug 26, 2024 Encumb	YTD Aug 26, 2024 Rev/Exp	YTD Aug 26, 2024	Forecast	Proposed Budget	Over / (Under) FY 24 Forecast
	CAPITAL PROJECTS - Infrastructure							
	Capital Maintenance	-	-	-				-
	Capital/Infrastructure Grants	3,336,392	54,628	426,127	480,755	639,000	3,276,781	2,637,781
	Carryover Funds for Budgeted Projects	-			-			-
	Total Cap Projects - Infrastructure	3,336,392	54,628	426,127	480,755	639,000	3,276,781	2,637,781
	Total Operating. Expense + Capital	6,812,991	154,836	1,220,930	1,375,766	2,112,021	7,012,781	4,900,760
	Total Admin + Operating & Cap Ex	6,938,080	154,915	1,282,398	1,437,313	2,226,642	7,124,480	4,895,837
581950	(D) Reserve/Contingency	75,000	-	-	-	-	50,000	50,000
	EXPENDITURE TOTAL (B+C+D)	7,013,080	154,915	1,282,398	1,437,313	2,226,642	7,174,480	4,945,837
	CAPITAL PROJECTS							
515604	Facades	-	-	-	-	-	-	-
5776006	Historic Building Renovations	-	-	-	-	-	-	-
541838	Park Fences	50,000	-	-	-	-	-	-
515601	Streetscapes	200,000	-	4,200	4,200	5,000	2,000	(3,000)
5776007	Park Improvements	150,000	-	-	-	60,000	250,000	190,000
519621	Building Purchase	2,936,392	54,628	421,927	476,555	574,000	2,664,781	2,090,781
	Green Projects	-	-	-	-		300,000	300,000
	R. Titus Butterfly Park	-	-	-	-		60,000	60,000
5776008	Signage / Marquees	-	-	-	-	-	-	-
	Carryover Funds Budgeted Projects	-	-	-	-	-	-	-
	Total Project Dollars:	3,336,392	54,628	426,127	480,755	639,000	3,276,781	2,637,781
	YEAR-END CARRY-OVER	-				4,351,846	-	(4,349,846)



Opa-locka CRA Budget Narrative

1. History/Background of CRA

The City Commission established The Opa-locka Community Redevelopment Agency (Opa-locka CRA) in 2012 to create a framework for the redevelopment and enhancement of selected areas of the central urban district. The Opa-locka CRA was established under the authority of Part I, Chapter 163, Florida Statutes, through the adoption of Resolution 10-8043 on April 14, 2010. On June 23, 2012, the CRA entered into an interlocal agreement with the City of Opa-locka and Miami Dade County regarding the creation and operation of the Opa-locka Redevelopment Area, the establishment of any new community redevelopment area or the expansion of any community redevelopment area.

2. Past Accomplishments

a. Rental Assistance

\$85,476

b. Palmetto Homes "Green House"

\$120,000

c. Rose Tydus Butterfly Garden

\$30,000

d. Property Acquisition (14401 NW 27th Ave)

\$650,000

e. Infill Property Grant (15075 James St, 15070 James St)

\$120,000

3. Projected Revenue, Expenditures and Explanations (Exhibit A)

a. Projected Revenue:

City TIF: \$1,774,382

County TIF: \$898,252

Total TIF: \$2,672,634

Carryover from Prior Year: \$4,351,846

Earned Interest: \$150,000

Misc. Revenue: \$0

Revenue Total: **\$7,174,479**

b. Projected Expenditures:

Administrative Expenses \$111,699

Accounting & Audits: \$50,000

Advertising & Notices: \$6,000

Local Travel: \$2,000

Other Admin. Exp: \$53,699 (Refer to attached Exhibit B; to include but not limited to: Membership dues, insurance, office supplies, staff support in finance, HR, clerk, IT etc.) County Admin Fee 1.5%; \$13,474

Operating Expenditures \$3,366,000

Occupancy: \$5,000

Printing & Binding: \$2500 (Printing & Binding of plans and projects)

Out of Town Travel: \$15,000 (travel to conferences and seminars related to redevelopment and economic development)

Conferences & Meetings: \$5,000 (conference and seminar fees related to redevelopment and economic development)

Education: \$5,000 (membership fees)

Legal Services/ Court Costs: \$85,000

Professional Services: \$351,000 (Services for CRA Executive Director, CRA project management and oversight)

Other Contracted Services: \$450,000 (Other Services as needed)

Capital Projects-Grants & Others \$1,070,000

Development Assistance: \$800,000 (Incentives to attract large scale development)

Housing Initiatives: \$270,000 (Funding for housing initiatives throughout the OCRA; first time homeowners)

Capital Projects Infrastructure Grants \$2,576,781

Streetscapes: \$2,000 (Streetscape beautification projects)

Park Improvements: \$250,000 (Support Park and Recreation projects and programming in the OCRA)

Building Purchase: \$1,964,781 (Purchase building within the OCRA)

Green Projects: \$300,000

R. Titus Butterfly Park: \$60,000

Reserve Contingency \$50,000 (Reserves for unexpected cost overruns)

Year-end Carry-over \$0

4. List of Board Members, Advisory Members, Executive Staff and Staff:

Jannie Russell (Board Chair), Nikisha Williams (Vice Chair), Joseph Kelley (Board Member), Veronica Williams (Board Member), Dr. Sherlean Bass (Board

Member), John Taylor Jr. (Board Member), Jason Walker (Interim Executive Director), Peggy Joseph (Administrative Assistant), Sandy Dorsainvil (Program Coordinator), Jerome Senior (Project Manager)

RESOLUTION NO. 25- 34

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), AMENDING, APPROVING AND ADOPTING AN AMENDMENT TO THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, FOR THE ALLOCATION OF CERTAIN FUNDS FOR THE PURCHASE OF THAT CERTAIN PROPERTY LOCATED AT 240 BAHMAN AVENUE, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID AMENDED BUDGET TO THE STATE OF FLORIDA OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Opa-locka Community Redevelopment Agency ("OCRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the Opa-locka Redevelopment Plan ("Plan"); and

WHEREAS, as a prerequisite to carrying out redevelopment activities for the fiscal year commencing October 1, 2024 and ending September 30, 2025 ("FY 2024-2025"), it is required that the Opa-locka CRA's Board approve and adopt the annual General Operating and Tax Increment Fund Budget ("Budget"), attached and incorporated as Exhibit "A"; and

WHEREAS, pursuant to Interlocal Agreements a copy of the Opa-locka CRA's budget is required to be transmitted to Miami-Dade County; and

WHEREAS, all the expenses included in the Budget are in accordance with state law, the Interlocal Agreement, and the Agency's Redevelopment Plan;

WHEREAS, the Opa-Locka CRA Board wishes to allocate certain funds for the purchase of that certain property located at 240 Bahman Avenue in the Budget attached in Exhibit "A"; and

WHEREAS, the Opa-locka CRA Board wishes to approve and adopt the amended Opa-locka CRA's Budget for FY2024-2025 as set forth in Exhibit "A".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

SECTION 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency hereby approves, amends and adopts the amended Opa-locka Community Redevelopment Agency's Proposed General Operating and Tax Increment Fund Budget for the Fiscal Year Commencing October 1, 2024 and Ending September 30, 2025, reallocating certain salaried positions to professional services, as set forth in Exhibit "A".

SECTION 3. INSTRUCTIONS TO EXECUTIVE DIRECTOR.

The Interim Executive Director is directed to transmit a copy of said budget, as amended, to the City of Opa-locka and State of Florida oversight board.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT.

All sections or parts of sections of the applicable City of Opa-locka resolution currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

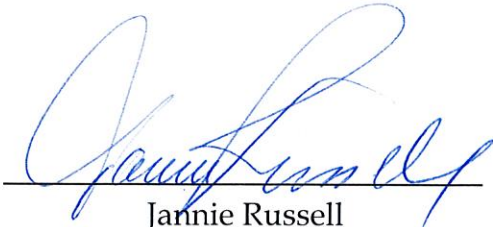
SECTION 6. SCRIVENER'S ERRORS

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 Opa-locka Community Redevelopment Agency Interim Executive Director, or designee, without need of public hearing, by filing a corrected copy of same with the Opa-locka Community Redevelopment Agency Secretary.

SECTION 7. 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 22 day of January, 2025.


Jannie Russell
OCRA Chair

ATTEST:


Peggy Joseph
CRA CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


OCRA Attorney

Moved by: Board Member Taylor

Seconded by: Board Member Kelley

VOTE:7-0

Board Member Bass	Yes
Board Member Ervin	Yes
Board Member Kelley	Yes
Board Member Taylor	Yes
Board Member Santiago	Yes
Vice Chairwoman N. Williams	Yes
Chairwoman Russell	Yes

CRA		FY 25 - Budget Amendment #1			
ACCT	Account Title	Adopted Budget	Budget Amend #1	Amended Bgt Thru BA #1	Commentary
180	REVENUES				
311110	City Tax Increment Revenue	1,774,382		1,774,382	
311120	County Tax Increment Revenue	898,252		898,252	
	Total Tax Increment Revenue	2,672,634	-	2,672,634	
383010	Fund Balance Carryover - Prior Year	4,351,846	217,545	4,569,391	Increased prior year carryover
361100	Interest Earnings	150,000		150,000	
369900	Misc. Revenue	-		-	
	(A) REVENUE TOTAL	7,174,480	217,545	7,392,025	
	Administrative Expenditures:				
515320	Accounting & Audits	50,000		50,000	
515492	Advertising & Notices	6,000		6,000	
515401	Local Travel	2,000		2,000	
515341	County Admin Fee 1.5%	13,474		13,474	
515391	Administrative Fees (City)	5,000		5,000	
515448	Occupancy (City)	1,000		1,000	
515442	Insurance (City)	10,000		10,000	
515493	General Expense	2,000		2,000	
515510	Office Supplies	3,000		3,000	
515420	Postage/FedEx/Courier	2,000		2,000	
515342	Minutes Processing	2,000		2,000	
515540	Membership Dues	3,000		3,000	
515343	State Admin Fee	225		225	
515411	Telephone	2,500		2,500	
515413	Internet	2,500		2,500	
515430	Utilities	5,000		5,000	
	(B) Subtotal Adm. Exp	109,699	-	109,699	
	Operating Expenditures:				
513470	Printing & Binding	5,000		5,000	
515400	Out of Town Travel	15,000		15,000	
515547	Conferences & Meetings	5,000		5,000	
515541	Education	5,000		5,000	
514370	Legal Services/Court Costs	85,000		85,000	
515312	Professional Services	351,000		351,000	
515548	Home Improvement Assist	500,000	(250,000)	250,000	Adjusted budget for building purchase
515544	Commercial Grants	800,000		800,000	
515549	Mirco Business Grants	250,000	(100,000)	150,000	Adjusted budget for building purchase
515545	Home Ownership / Rental Assistance	200,000	(200,000)	-	Adjusted budget for building purchase
515340	Other Contracted Services	450,000	(216,000)	234,000	Adjusted budget for building purchase
	Total Operating Expenditures	2,666,000	(766,000)	1,900,000	
	CAPITAL PROJECTS - Grants & Other				
5776001	Development Assistance	800,000	(800,000)	-	Adjusted budget for building purchase
5776005	Housing Initiatives	270,000	(270,000)	-	Adjusted budget for building purchase
	Total Cap Projects - Grants & Other	1,070,000	(1,070,000)	-	
	CAPITAL PROJECTS - Infrastructure				
541461	Capital Maintenance	2,000		2,000	
	Capital/Infrastructure	3,276,781	2,053,545	5,330,326	
	Total Cap Projects - Infrastructure	3,278,781	2,053,545	5,332,326	
	(C) Total Operating. Expense + Capital	7,124,480	217,545	7,342,025	
581950	(D) Reserve/Contingency	50,000		50,000	
	EXPENDITURE TOTAL (B+C+D)	7,174,480	217,545	7,392,025	
	YEAR-END CARRY-OVER	-	-	-	
	CAPITAL PROJECTS				
515601	Streetscapes	2,000		2,000	
515605	Green Projects	300,000	(150,000)	150,000	Adjusted budget for building purchase
515606	Titus Butterfly Project	60,000		60,000	
515607	Park Amenities	250,000	(250,000)	-	Adjusted budget for building purchase
519621	Building Purchase	2,664,781	2,453,545	5,118,326	Adjusted budget for building purchase
	Total Project Dollars:	3,276,781	2,053,545	5,330,326	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SELECTION OF LEASING 2, INC. TO FINANCE THE ACQUISITION OF THE CITY'S NEW STREET SWEEPER WITH A THREE-YEAR CAPITAL LEASE, AN INTEREST RATE OF 5.89% AND THREE (3) ANNUAL PAYMENTS OF ONE HUNDRED FOUR THOUSAND, FOUR HUNDRED NINETY DOLLARS AND FORTY-FOUR CENTS (\$104,490.44); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's current street sweeper is prone to breaking down and it is no longer cost-effective to keep repairing it; and

WHEREAS, concurrently, staff is presenting a recommendation to the City Commission to acquire a new street sweeper for a net trade-in cost of Two Hundred Eighty-Six Thousand Three Hundred Nineteen Dollars and Twenty Cents (\$286,319.20), subject to the subsequent approval of financing the equipment; and

WHEREAS, the Interim City Manager recommends that the acquisition of the new street sweeper be financed with a capital lease, after which the City will own the street sweeper. The Interim City Manager further recommends a three-year capital lease provided by Leasing 2, Inc., with an interest rate of 5.89% and three annual payments of One Hundred Four Thousand, Four Hundred Ninety Dollars and Forty-Four Cents (\$104,490.44); and

WHEREAS, the City has traditionally financed major capital acquisitions to limit the immediate use of fund balance; and

WHEREAS, City staff has obtained quotes from three financial institutions. All quotes are good through April 30, 2025 or later; and

WHEREAS, this lease will be financed through the Stormwater Fund, which is in very good financial condition. This strong financial condition permits and encourages the selection of a shorter term, for which a three-year term is recommended; and

WHEREAS, however, the first payment to Leasing 2, Inc. is October, 2025, whereas the first payment for Republic First National is February, 2026, allowing the City to earn interest on \$105,832.28 for an additional five months for each of the three years of the lease; and

WHEREAS, currently, the Stormwater Operating Fund earns an interest rate of 2.06%. Having the additional funds of One Hundred Five Thousand Eight Hundred Thirty-Two Dollars and Twenty-Eight Cents (\$105,832.28) available for an additional five months for each of the three years of the lease at the current interest rate would produce Two Thousand Seven Hundred Twenty-Five Dollars and Eighteen Cents (\$2,725.18) of interest income, not great enough to offset the additional Four Thousand Twenty-Five Dollars and Fifty-Two Cents (\$4,025.52) of interest expense inherent in the Republic First National quote; and

WHEREAS, Selection of the Leasing 2, Inc. quote will require payments of One Hundred Four Thousand, Four Hundred Ninety Dollars and Forty-Four Cents (\$104,490.44) in the months of October 2025, 2026 and 2027 from accounts to be established in the Fiscal Year 2025-2026 Budget; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to approve the selection of Leasing 2, Inc. to finance the acquisition of the City's new street sweeper with a three-year capital lease with an interest rate of 5.89% and three annual payments of One Hundred Four Thousand, Four Hundred Ninety Dollars and Forty-Four Cents (\$104,490.44).

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 hereby approves the selection of Leasing 2, Inc. to finance the acquisition of the City's new street sweeper with a three-year capital lease with an interest rate of 5.89% and three annual payments of One Hundred Four Thousand, Four Hundred Ninety Dollars and Forty-Four Cents (\$104,490.44).

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 _____, 2025.

PASSED SECOND READING this _____ day of _____, 2025.

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 Santiago	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Vice-Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Budget Administrator	Robert Anathan		Budget Administrator Signature:	ROBERT ANATHAN		
Interim City Manager:	Sha'mecca Lawson		ICM Signature:	Sha'mecca Lawson		
Commission Meeting Date:	Mar 12, 2025		Item Type:			
			(Enter X in box)			
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)			
	X		Public Hearing: (Enter X in box)			
Funding Source: Account# :	(Enter Fund & Dept) See Financial impact		Advertising Requirement: (Enter X in box)			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
	X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
		X	Enhance Organizational ☐			
			Bus. & Economic Dev ☐			
			Public Safety ☐			
			Quality of Education ☐			
			Qual. of Life & City Image ☐			
			Communication ☐			
Sponsor Name	Interim City Manager		Department: Finance	Finance Director		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE THREE-YEAR CAPITAL LEASE FINANCING WITH LEASING 2, INC. FOR THE PURCHASE OF A STREET SWEEPER.

Staff Summary:

Recommendation: Staff has recommended that the acquisition of a new street sweeper be financed with a capital lease, after which the City will own the street sweeper. Staff recommends a three-year capital lease be approved to be provided by Leasing 2, Inc.

History: The City's current street sweeper is prone to breaking down and is no longer cost-effective to keep repairing it. The City has traditionally financed major capital acquisitions to limit the immediate use of fund balance.

Current Activity: Concurrently, staff is presenting to the Commission a recommendation to acquire a new street sweeper for a net cost of \$286,319.20, subject to the subsequent approval of financing the equipment.

Approval of the acquisition of an asset is by Resolution, whereas the approval of financing is required to be by Ordinance, somewhat extending the process.

Staff has obtained quotes from three financial institutions. All quotes are good through April 30, 2025 or later.

Company		Three-Year Lease	Four-Year Lease	Five-Year Lease
NCL Government Capital	Annual Payment	\$106,123.99	\$81,569.79	\$67,014.23
	Interest Rate	NA	NA	NA
	Payment Dates	Sep, 2025	Sep, 2026	Sep, 2027
	Total Interest	\$32,052.77	\$39,959.96	48,751.95
Republic First National	Annual Payment	\$105,832.28	\$81,439.22	\$66,849.25
	Interest Rate	5.35%	5.37%	5.39%
	Payment Dates	Feb, 2026	Feb, 2027	Feb, 2028
	Total Interest	\$31,177.64	\$39,437.68	\$47,927.05
Leasing 2, Inc.	Annual Payment	\$104,490.44	\$80,563.74	\$66,238.52
	Interest Rate	5.89%	5.89%	5.89%
	Payment Dates	Oct, 2025	Oct, 2026	Oct, 2027
	Total Interest	\$27,152.12	\$35,935.76	\$44,873.40

This lease will be financed through the Stormwater Fund, which is in very good financial condition. This strong financial condition permits and encourages the selection of a shorter term, for which a three-year term is recommended.

In terms of total interest paid, the resultant ranking is:

	<u>Additional Interest Expense</u>
1. Leasing 2, Inc.	-
2. Republic First National	\$4,025.52
3. NCL Government Capital	\$4,900.65

However, the first payment for Leasing 2, Inc. is October, 2025, whereas the first payment for Republic First National is February, 2026, allowing the City to earn interest on \$105,832.28 for an additional five months for each of the three years of the lease. Currently, the Stormwater Operating Fund earns an interest rate of 2.06%. Having the additional funds of \$105,832.28 available for an additional five months for each of the three years of the lease at the current interest rate would produce \$2,725.18 of interest income, not great enough to offset the additional \$4,025.52 of interest expense inherent in Republic First National Quote

Financial Impact: Selection of the Leasing 2, Inc. quote will require payments of \$104,490.44 in the months of October 2025, 2026 and 2027 from accounts to be established in the FY 26 Budget.

Proposed Action:

Staff recommends the City Commission approve the selection of Leasing 2, Inc. to finance the acquisition of the City's new street sweeper with a three-year capital lease with an interest rate of 5.89% and three annual payments of \$104,490.44.

Attachment:

1. Quote – Leasing 2, Inc.
2. Quote – Republic First National
3. Quote – NCL Government Capital



December 20th, 2024

City of Opa Locka, FL

Attn: Mr. Airia Austin

Purpose: Elgin RegenX quote

Dear Mr. Austin,

We are pleased to offer the City of Opa Locka the following quotation for a new Elgin RegenX regenerative air street sweeper. Sweeper will be mounted on a 2025 Freightliner model M2 with dual steering and controls. Quotation is based on the Sourcwell contract 093021-ELG. City of Opa Locka contract member number 204358

Price as configured for Elgin RegenX	\$318,420.00
Deduct freight	\$ 5,450.00
Deduct dual steer cab/chassis	\$142,620.00
Body price	\$170,360.00
Deduct contract discount 3%	\$ 5,110.80
Total body price after discount	\$165,249.20
Add freight back in	\$ 5,450.00
Add dual steer cab/chassis back in	\$142,620.00
Total delivered price	\$313,319.20

Central Florida
Corporate Headquarters
700 Hermit Smith Rd.
Apopka, FL 32703
407.798.0004

South Florida
1907 SW 43rd Terrace
Suites G & H
Deerfield Beach, FL 33442
954.518.9923

Georgia
4410 Wendell Dr. SW
Atlanta, GA 30336
404.693.9700

Tennessee
2995 Sandbrook St.
Memphis, TN 38116
901.630.4658



MyEPG.com



Optional Trade allowance 2013 Broom Bear

\$ 27,000.00

VIN# 1FVACXB54DHBV7437

S/N 4MH10216

Total delivered price after deducting trade

\$286,319.20

Central Florida

Corporate Headquarters
700 Hermit Smith Rd.
Apopka, FL 32703
📞 407.798.0004

South Florida

1907 SW 43rd Terrace
Suites G & H
Deerfield Beach, FL 33442
📞 954.518.9923

Georgia

4410 Wendell Dr. SW
Atlanta, GA 30336
📞 404.693.9700

Tennessee

2995 Sandbrook St.
Memphis, TN 38116
📞 901.630.4658



MyEPG.com

SPECIFICATIONS

CDK 6335

S/N RM41453

VIN 3ALACWFC3SDWD8785

John Deere 74hp auxiliary engine

25' water fill hose

Inspection door on RH side of hopper

Toolboxes on LH and RH sides of hopper

Side broom and pick up hear work lights

Front spray bar

In cab hopper dump controls

LED Arrowstick on rear

LH and RH side broom tilt controls

Hydraulic temperature shutdown

Idle down with no water

2 alternating rear LED lights that flash 100 times per minute



ENVIRONMENTAL PRODUCTS GROUP

Rear LED flood lights

Sweeper service manual

Central Florida

Corporate Headquarters
700 Hermit Smith Rd.
Apopka, FL 32703
📞 407.798.0004

South Florida

1907 SW 43rd Terrace
Suites G & H
Deerfield Beach, FL 33442
📞 954.518.9923

Georgia

4410 Wendell Dr. SW
Atlanta, GA 30336
📞 404.693.9700

Tennessee

2995 Sandbrook St.
Memphis, TN 38116
📞 901.630.4658



MyEPG.com

Please let me know if you have any questions.

Sincerely,

Paul A. Hart

Paul A. Hart

South Florida Sales

Environmental Products Group

Cell 561-719-1395

Email: phart@myepg.com

LEASE FINANCING PROPOSAL



Lessee

City of Opa Locka, FL

Vendor

Environmental Products Group, Inc.

Proposal Date:	February 18, 2025		
Equipment Description:	(1) Elgin RegenX Street Sweeper		
Commencement Date:	March 15, 2025		
	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Equipment Cost:	\$286,319.20	\$286,319.20	\$286,319
Lessee Down Payment:			
Amount Financed:	\$286,319.20	\$286,319.20	\$286,319
Lease Term:	3 Years	4 Years	5 Years
First Payment Date:	10/15/25	10/15/25	10/15/25
Payment Frequency:	Annual	Annual	Annual
Interest Rate:	5.89%	5.89%	5.89%
Payment Amount:	\$104,490.44	\$80,563.74	\$66,238.52

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 by **June 2, 2025** to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after ten (10) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by:

Leasing 2, Inc.

Contact:

Rick Carney

Phone:

813-258-9888 x16

Email:

rcarney@leasing2.com

Web:

www.leasing2.com



REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: February 18, 2025

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Opa Locka, FL
Name of Lessee

Authorized Signature

Date

Title

Printed Name Of Authorized Signature

Last month of your budget year?

Contact Name
(If Different Than Authorized Signature)

Contact Phone

Contact Email

Financial Contact Name
(Can be Treasurer or Clerk)

Contact Phone

Contact Email

Please complete the above information and **fax or email** all pages of the proposal to
813-258-9333 / rcarney@leasing2.com



**** Important: A Resolution will be required with the lease contract ****

**In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.**

Are you ready to move forward with Leasing 2?

Here is a quick overview of our process

- 1. Signed Proposal** - When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.
- 2. Credit Application** - A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.
- 3. Financing Agreement** - Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.



February 18, 2025

City of Opa Locka

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to City of Opa Locka the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, City of Opa Locka would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring Elgin RegenX Street Sweeper. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Opa Locka	
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital	
EQUIPMENT:	Elgin RegenX Street Sweeper	
EQUIPMENT COST:	\$286,319.20	
DOWN PAYMENT / TRADE-IN:	<u>\$0.00</u>	
AMOUNT FINANCED:	\$286,319.20	
FUNDING DATE:	April 15, 2025	
DEFERRAL DAYS:	153	
FIRST PAYMENT DUE:	September 15, 2025	
TERM:	5 Years	MAX USAGE:
ANNUAL LEASE PAYMENTS:	\$67,014.23	
ALTERNATIVE LEASE OPTIONS:	3 years \$106,123.99	
	4 years \$81,569.79	

BALLOON PAYMENT: \$0.00

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to April 30, 2025
After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#011620-NCL NCL's Sourcewell Contract # is 011620-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Tim Goetsch - (320) 763-7600
timg@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of City of Opa Locka, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED:	_____	DATE:	_____
NAME:	_____	TITLE:	_____
PHONE:	_____		

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARM'S-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



2525 West State Road 114
Rochester, IN 46975
(800) 700-7878
Fax: (800) 865-8517

www.republicfirstnational.com

February 3, 2025

To: Airia Austin
Vendor: Environmental Products Group, Inc.
From: Angie Deming

Customer: City of Opa-Locka

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) 2025 Freightliner Model M2 Elgin RegenX Street Sweeper

Unit Cost: \$ 286,319.20 (Price after trade allowance)
Down Payment: \$ 0.00
Net Financed: \$ 286,319.20
Frequency of Payments: Annual

Term in Years:	<u>3</u>	<u>4</u>	<u>5</u>
Payments:	\$ 105,832.28	\$ 81,439.22	\$ 66,849.25
Factor:	0.36963	0.28444	0.23348
APR:	5.35%	5.37%	5.39%

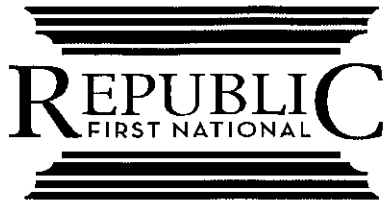
Delivery Date: To be determined
First Lease Payment Due: February, 2026

- * To qualify for the quoted rates, audited financial statements required.
- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,
Republic First National Corporation

Angie Deming
angie@rfnonline.com

"Our Experts, Your Needs, Financing Done Right"



2525 West State Road 114
Rochester, IN 46975
Phone: (800) 700-7878
Fax: (800) 865-8517

www.republicfirstnational.com

MUNICIPAL CREDIT APPLICATION

Please return completed application with required financial information.

Legal Name of Obligor:		Fed. Tax ID #:	
Address:			
City:	County:	State:	Zip:
Contact Person:	Title:		
Phone:	Fax:		
Email Address:	Alt Contact Email Address:		
Alternative Contact Person:	Title:	Phone:	
Date municipal entity was established:	Does the obligor self-insure for property & liability insurance?		
Name of Insurance Company:	Insurance Contact Person:		
Ins. Contact Phone:	Ins. Contact Email Address:		
Total Cost of Equipment/Project: \$	Term (years):		
*Down Payment: \$	Source of Down Payment:		
Trade In: \$	Delivery Date:		
Other: \$	Payment Due:	☐ Advance	☐ Arrears
Amount to Finance: \$	Payments:	☐ Monthly	☐ Quarterly ☐ Semi-Annual ☐ Annual
*Obligor's down payment should be made before or at delivery. Proof of down payment is required prior to payment of any contract proceeds, unless otherwise negotiated.			
Has the obligor paid, or does obligor intend to pay, a vendor for any portion of the equipment being financed with the intent of being reimbursed with proceeds from this financing? ☐ Yes ☐ No			
How will the contract payments be made? ☐ Check ☐ ACH ☐ Other (specify)			
What fund will the remaining contract payments be made from? ☐ General ☐ Special (specify)			
Will any federal monies be applied to the contract payments? ☐ Yes ☐ No If yes, explain.			
Equipment Description:			
New Equipment:	☐ Yes ☐ No	If no, list age of equipment or date manufactured:	
Refurbished:	☐ Yes ☐ No	Year:	
Replacement:	☐ Yes ☐ No	Age of current equipment:	Year purchased:
If not a replacement, why is the equipment needed?			
Buyout Included:	☐ Yes ☐ No	Amount of buyout included: \$	
Soft Costs Included:	☐ Yes ☐ No	Amount of soft costs included (shipping, software, and sales tax): \$	
Physical location of equipment after delivery:			
Describe the essential use of the equipment:			
Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?		☐ Yes	☐ No
Will the obligor issue more than \$10,000,000 in tax-exempt debt in this calendar year?		☐ Yes	☐ No
Is the project a building? ☐ Yes ☐ No If yes, who owns the land?			
What is the physical address of the new building/project?			

- Three (3) most recently completed Audits or year-end Financial Statements
- If the fiscal year end of the Audit is more than six (6) months ago, also provide year-to-date Balance Sheet with Debt Service Commitments and Income Statement
- Current Budget

Completed By (signature):

Printed Name and Title:

Date:

- Additional financial information may be requested if deemed necessary during credit review.
- By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligor will retain this application whether or not it is approved. Obligor is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."

ORDINANCE NO. 2025-XX-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is incumbent upon the City to ensure that properties are constructed and maintained in accordance with the City's Code of Ordinance, the City's Zoning Regulations and other City Codes, including but not limited to Building Code and life safety requirements; and

WHEREAS, pursuant to the 7th Edition (2020) of the Florida Building Code, Building Volume permits the use of intermodal shipping containers as commercial buildings; and

WHEREAS, the Florida Building Code permits the use of Intermodal Shipping Containers (ISO) Repurposed as Buildings and Building Components; and

WHEREAS, the City desires to amend the Permitted Use Tables found in Sections 22-80, Permitted Use - Commercial; 22-81, Permitted Use-Industrial and 22-82, Permitted Use-Mixed Use & Civic District to allow the use of intermodal shipping containers as commercial buildings as a permitted use in the City; and

WHEREAS, City Staff has been informed that new and used containers are being repurposed at an increasing rate and that they are being repurposed and converted into Florida Building Code, Building occupancy uses, such as office uses and as a building material, the applications are diverse as is the extent to which the container is used as a structural building element; and

WHEREAS, the primary benefits of using containers are availability, safety and security, strength and durability, mobility, speed of construction and containers were manufactured to be stackable; and

WHEREAS, Miami-Dade County and other local municipalities have adopted regulations to be able to utilize containers as prescribed by the Florida Building Code and the purpose of this Ordinance to permit use of containers in commercial, industrial and civic zoning districts in accordance with the requirements of Miami-Dade County Code and Florida Building Code.

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. The City Commission of the City of Opa-Locka, Florida hereby amends Article I, Chapter 7 Section 7-1 of the Code of Ordinances to allow the use of intermodal shipping containers as permitted uses in Section 22-80, entitled Permitted Use Table - Commercial; Section 22-81, entitled Permitted Use Table - Industrial and Section 22-82, entitled Permitted Use Table - Mixed Use & Civic District, of the Land Development Regulations.

The City Commission of the City of Opa-locka hereby amends the City's Code of Ordinances, ARTICLE I, CHAPTER 7, SECTION 7-1, entitled "**LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS**" to state:

Sec. 7-1. - Florida Building Code applicable.

Pursuant to F.S. § 553.73, and the provisions of the Miami-Dade County Municipal Code, Chapter 8, the Florida Building Code, as amended from time to time, is hereby adopted as the building code of the city. The Florida Building Code includes the following four (4) volumes: Building, plumbing, mechanical, and fuel gas, and all appendices thereto, with the National Electrical Code adopted by reference. The Florida Building Code addresses container use as building structures for Commercial, Industrial and Mixed-Uses which was adopted by Miami-Dade County in Code of Ordinance Section 33-32. In the City of Opa-locka, this is applicable in Commercial, Industrial, Civic and Mixed-Use Zoning Districts.

SECTION 3. CONFLICT & REPEALER.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinances are hereby repealed.

SECTION 4. 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 of the Code 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 5. 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 6. SCRIVENER' 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, and without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa- Locka on second reading.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

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 Santiago	_____
Commissioner Ervin	_____
Vice-Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:		
Interim City Manager:	Shamecca Lawson		ICM Signature:		
Commission Meeting Date:	January 22, 2025		Item Type: (Enter X in box)	Resolution	Ordinance X
Fiscal Impact: (Enter X in box)	Yes	No X	Resolution Reading: (Enter X in box)	1st Reading X	
			Public Hearing: (Enter X in box)	Yes X	No X
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes X	No
ILA Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	Interim City Manager		Department: Planning & Community Development	City Manager	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

It is incumbent upon the city to ensure that properties are constructed and maintained in accordance with the City's Code of Ordinance, the City's Zoning regulations and other City Codes, including but not limited to the Florida Building Code and life safety requirements. It has been brought to the City's

attention that, under the 7th Edition (2020) Florida Building Code, Building Volume permits the use of intermodal shipping containers as commercial and residential buildings. It has also been brought to the City's attention that, the Florida Building Code permits the use of ISO Intermodal Shipping Containers Repurposed as Buildings and Building Components. City Staff has been informed that new and used containers are being repurposed at an increasing rate and that they are being repurposed and converted into Florida Building Code, Residential and Florida Building Code, Building occupancy uses, such as office uses and as a building material, the applications are diverse as is the extent to which the container is used as a structural building element.

The primary benefits of using containers are availability, safety, security, strength and durability, mobility, speed of construction and containers were manufactured to be stackable. Miami-Dade County and other local municipalities have adopted regulations to be able to utilize containers as prescribed by the Florida Building Code and the purpose of this Ordinance to permit use of containers in residential, commercial, industrial and civic zoning districts in accordance with the requirements of Miami-Dade County Code and the Florida Building Code.

This amendment was presented to the Planning & Zoning Appeals Board on November 19, 2024 to consider this request and after presentation, discussion and review they recommended approval by a 4-0 vote.

Financial Impact: Approval of this legislation poses no negative financial impact. Additionally, the City may generate increased revenue through business-related fees and permitting licenses.

Proposed Action:

PCD Staff recommends approval of this legislation.

Attachment:

Draft Ordinance
Section 7-1 Florida Building Code
Sec 33-32 Use of Metal Containers for Buildings & Additions
PZAB Meeting Minutes 11-19-24
Two Story Duplex Example Pics
PowerPoint Presentation – Container Use in Commercial-Residential Districts



CITY OF OPA-LOCKA, FLORIDA

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on Wednesday, February 12, 2025 at 7:00 p.m., in the City Commission Chambers at the Opa-locka Government Center, 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, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) AND STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING AND STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING APPROVAL FOR THE RENAMING OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT, TO THE "OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, DIVISION 3, SECTION 2-132(A), ENTITLED "CALLING AND NOTICE"; ARTICLE VI, DIVISION 1, SECTION 2-316(3)(B), ENTITLED "ADMINISTRATIVE POLICIES; POWERS, DUTIES AND FUNCTIONS OF CITY MANAGER"; ARTICLE VI, DIVISION 1, SECTION 2-320.2(D)(1), ENTITLED "CONE OF SILENCE"; CHAPTER 8.5, SECTION 8.5-3(B), ENTITLED "RESOLUTION CALLING ELECTION REQUIRED; CONTENTS; PUBLICATION"; ARTICLE V, SECTION 13-102(A), ENTITLED "SALE OF SEIZED MACHINE; DISPOSITION OF MONIES"; ARTICLE III, SECTION 19-29(B), ENTITLED "PUBLIC HEARING AND NAMING BY CITY COMMISSION; REFERENDUM"; ARTICLE III, DIVISION 1, SECTION 21-110(F), ENTITLED "EXCEPTION FOR INTERIM PACKAGE TREATMENT FACILITIES", TO ELIMINATE THE REQUIREMENT FOR NEWSPAPER PUBLICATION; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101 (O), RELATED TO THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT (HDOD) TO INCREASE THE MAXIMUM BUILDING HEIGHTS TO NO HIGHER THAN 105 FEET AND TEN STORIES TO COMPLY WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS, PART 77 TO ENSURE SAFETY AND LIVABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).

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 the scheduled meeting date.

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

LEGAL NOTICE



NOTICE IS HEREBY GIVEN that on Wednesday, FEBRUARY 12TH, 2025 at 6:00 PM., the City of Hialeah planning and zoning board will hold A Public Hearing in the Council Chambers of City Hall, 3rd Floor, 501 Palm Avenue.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Petition to close, vacate, and abandon for public use the western portion of the 10-foot utility easement running east and west through portions of lots 5, 6, 7, 8, 9, 10, 11, 20, 21, 22, 23, 24, 25, and 26 of Block 100B of Hialeah 13th Addition as Amended in Plat Book 51 Page 68 of the Public Record of Miami-Dade County, Florida, encompassing approximately 2,804 square feet, more or less, contingent to relocation agreements with the City of Hialeah Public Works, FPL, AT&T, Florida City Gas, and Comcast.

Closing, vacating, and abandoning for public use a portion of the right-of-way located on East 27th Street, east of East 11th Avenue and west of the railroad tracks.

Rezoning properties from R-1 (One-Family District), C-1 (Restricted Retail Commercial District), and C-2 (Liberal Retail Commercial District) to TOD (Transit-Oriented Development District). Properties are located at 2590 East 9th Avenue, 851 East 25th Street, 865 East 25th Street, 879 East 25th Street, 899 East 25th Street, 820 East 26th Street, 824 East 26th Street, 830 East 26th Street, 838 East 26th Street, 846 East 26th Street, 854 East 26th Street, 860 East 26th Street, 866 East 26th Street, 874 East 26th Street, 880 East 26th Street, and 890 East 26th Street, Hialeah, zoned R-1 (One-Family District), C-1 (Restricted Retail Commercial District), and C-2 (Liberal Retail Commercial District).

Rezoning properties from R-1 (One-Family District) and R-2 (One- and Two-Family Residential District) to R-3-3 (Multiple-Family District). Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 40 residential units. Variance permit to allow residential use only, where mixed use is required; allow 28 units (70%) with total area less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance to waive the building mass and building frontage development standards; allow front setback of 5 feet, where 10 feet built-to-line are required; allow rear setback of 5 feet, where 15 feet are required; allow 42 parking spaces, where 50 parking spaces are required, and allow 14.7% pervious area, where 30% pervious area is the minimum required. Properties are located at 4935 East 8th Avenue and 4955 East 8th Avenue, Hialeah, zoned R-1 (One-Family District) and R-2 (One- and Two-Family Residential District).

Rezoning properties from R-3 (Multiple-Family District) to R-3-3 (Multiple-Family District). Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 176 residential units; allow 80 units (45%) with total area less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance to waive the building mass and building frontage development standards; allow rear setback of 12.2 feet, where 15 feet are required, and allow 12.2% pervious area, where 30% pervious area is the minimum required. Properties are located at 1155 West 24th Street, 1165 West 24th Street, 1175 West 24th Street, 1150 West 25th Street, 1160 West 25th Street, 1170 West 25th Street, 2415 West 12th Avenue, 2435 West 12th Avenue, 2465 West 12th Avenue, and 2495 West 12th Avenue, Hialeah, zoned R-3 (Multiple-Family District).

Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 18 residential units; allow 12 units (67%) with a total area of less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance permit to allow front setback of 7.1 feet, where 10 feet are required; allow interior west side setback of 10 feet, where 15 feet required, and to allow 7% of pervious area, where 30% is the minimum required. Properties are located at 167 East 6th Street, and 175 East 6th Street, Hialeah, zoned CBD (Central Business District).

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE CITY COUNCIL AT ITS MEETING OF TUESDAY, FEBRUARY 25TH, 2025.

Written objections must be filed prior to hearing date with the Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.

HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.

FROM PAGE 4NW

JOBS

data centers and cloud infrastructure services, inventory, monitoring and diagnosing operating systems, data storage, backups, restores, and business continuity services for disaster recovery.

Salary range:
\$113,341.07 to \$235,628.02
Deadline: 5 p.m. March 7, 2025

PROFESSIONAL SURVEYOR AND MAPPER

Description: Work involves responsibility for performing land surveys for the City of Miami or acting as consultant/adviser monitoring the work of private surveying and mapping companies under contract with the city.

Salary: \$81,013.50
Deadline: Continuously accepting applications

STRUCTURAL ENGINEER PLANS EXAMINER

Description: This position requires structural engineering analysis/review of buildings as mandated by the Florida Building Code. This is highly skilled



inspections, enforcement and supervisory work in the examination, review, analysis approval and/or disapproval of plans to ensure compliance with the Florida Building Code and other applicable codes and regulations as

it relates to building and/or structural plans examining.
Salary range:
\$103,396.18 to \$214,953.23
Deadline: Continuously accepting applications



REQUEST FOR QUALIFICATIONS (RFQ) # 2025-01
VILLAGE OF KEY BISCAINE
GRANT ADMINISTRATION SUPPORT SERVICES

Pre-Proposal Conference: MARCH 11, 2025, AT 10:00 AM
Proposal Deadline: APRIL 03, 2025, AT 11:30 AM

The Village of Key Biscayne invites solicitations from qualified firms, licensed in the State of Florida, to provide a proposal for Grant Administration Support Services. The Village of Key Biscayne encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Proposals must be submitted by the deadline date. Proposal packages will be available on the Village's website www.keybiscayne.fl.gov/procurement or on Demandstar. For further information contact: Procurement at procurement@keybiscayne.fl.gov



LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on **Wednesday, MARCH 12TH, 2025 at 6:00 P.M.**, the City of **Hialeah Planning and Zoning Board** will hold A Public Hearing in the Council Chambers of City Hall, 3rd Floor, 501 Palm Avenue.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Conditional Use Permit (CUP) to allow the expansion of an existing school with grades K-8th, and to allow an increase of students for a maximum population of 740 students. Properties are located at 369 East 10th Street and 1094 East 4th Avenue, Hialeah, zoned B-1 (Highly Restricted Retail District).

Conditional Use Permit (CUP) to allow a K-3rd grade elementary school with a maximum capacity of 26 students in conjunction with a 55-children daycare. Variance permit to allow 11 parking spaces, where 15 parking spaces are required.

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE **CITY COUNCIL** AT ITS MEETING OF **TUESDAY, MARCH 25TH, 2025.**

Written objections must be filed prior to hearing date with the **Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010**. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.

HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on **Wednesday, March 12, 2025 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Government Center, 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 I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025). Deferred from 02/12/2025 RCM

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 2022-02, RELATING TO THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN IMPROVEMENTS, RENOVATIONS AND MAINTENANCE PROJECTS ON HISTORIC DESIGNATED PROPERTIES LISTED IN THE COA MATRIX; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 14, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 14-13(1) AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT, FORECLOSURE PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE V, SECTION 15-75 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LOUD OR UNUSUAL NOISES ON STREETS", AND SECTION 15-80, ENTITLED "DISCHARGING FIREWORKS, COMBUSTIBLES", TO DEFINE TIME RESTRAINTS, EXEMPTIONS AND VIOLATION ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

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 the scheduled meeting date.

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

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
NOVEMBER 19, 2024, 5:30 P.M.

CALL TO ORDER

Chair Elio Guerrero called the Planning and Zoning Board meeting to order at 5:44 p.m. on November 19, 2024.

An opportunity was given to the public to email the Planning and Zoning Clerk prior to the Board meeting with any questions, comments, or concerns on items to be heard on the Agenda.

1. ROLL CALL:

The following members of the Planning and Zoning Board were present: Chair Elio Guerrero, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Board Member Germane Barnes, Board Member Dawn Mangham, and Board Member Nikisha Williams.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, City Attorney Pam Booker, Economic Development Manager Solomon Bankole, and Planning and Zoning Board Clerk Diana Cheng.

2. INVOCATION:

Chair Guerrero gave the Invocation.

3. PLEDGE OF ALLEGIANCE:

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES:

- **Approval of Minutes PZAB – 09/03/2024**

Motion made by Board Member Dominguez, and seconded by Board Member Mata, to approve the minutes for the Planning meeting on September third. In a roll call vote, the **motion** passed unanimously (4-0).

5. PUBLIC HEARING:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA PROVIDING APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 3400 NW 135TH STREET, BUILDING B AND IDENTIFIED BY FOLIO 08-2128-003-0340 IN THE B-O ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Planning and Community Development Director Gregory Gay explained that this Application requests establishment of a place of religious worship, which requires special exception approval. The special exception process determines what conditions may apply to a particular location, whether or not there is adequate parking, and other requirements. The location in this case is a commercially zoned area.

Zoning Official Gerald Lee showed a PowerPoint presentation on the Application. The subject property is approximately 71,874 sq. ft. in size. The Applicant plans to use only Building B of the subject parcel. The zoning district is B-O, which includes office use. Zoning Code permits places of worship within the B-O district.

The City's land development regulations require special exception review to approve places of worship within the B-O zoning district. Special exception review requires that the following criteria be examined:

- The use must be in compliance with the City's Comprehensive Plan
- The use must be consistent with the character and purpose of the zoning district
- The size, shape, and character of the property are suited for the proposed use
- There must be compatibility with the existing uses near the property
- The use should not adversely affect the development of the general neighborhood or the district
- The use will not generate vehicular traffic or create vehicular circulation, ingress or egress problems, or parking demand that have an unfavorable impact on surrounding properties when compared to the uses permitted by right in the same district
- The use must not present the potential for fire and/or other hazards of equal or greater danger in the district
- The proposed development will not create unfavorable environmental impacts or surrounding uses, such as noise, smoke, glare, water pollution, or other impacts
- The use must be consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property
- The site must be adequately served by essential public services, such as water, sewer, drainage, and other requirements, and may not place an undue burden on infrastructure

- The use may not adversely affect any site or feature of historic, cultural, natural, or scenic importance
- The use may not be contrary to the public health, safety, and welfare, provided that a denial based exclusively on this language shall include explicit findings regarding the way in which granting the special exception would be contrary to the public health, safety, and welfare

Zoning Official Lee continued that the subject property includes buildings designated Building A and Building B. Building A is a school, while church operations would be located in Building B. The north end of the building would include the sanctuary, with office and administrative operations housed in the south part of that building.

With regard to compatibility, the subject B-O zoning district is surrounded by adjacent properties also zoned B-O on the same side of the street. There are also commercial properties zoned B-1 across the street to the north. Industrial uses are located to the west of the site; however, the site is insulated from these by commercial and residential uses. The surrounding land uses include Civic, Residential, and Commercial.

All the criteria listed above are met by the proposed use. It is Staff's conclusion that the Application does not contradict, create difficulty, or bring incompatible use to the area. Staff recommends approval of the Application.

Chair Guerrero asked if parking on the site is shared with the school building. Zoning Official Lee confirmed that while parking is shared, most of the church's operations will take place after the school's hours of operation, on Sundays, afternoons, and evenings rather than during school hours. The administrative facilities in Building B, which constitute a very small use, may operate Monday through Friday; however, the subject site has 50 parking spaces available exclusively for church use during the day, and on weekends the church may use the entire property.

A question was asked regarding the number of members who attend the church. Zoning Official Lee replied that he did not know the exact number of church members, but reiterated that there are more than 100 parking spaces available when the school is not open.

At this time Chair Guerrero opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE REGULATION OF EXISTING OUTDOOR OFF-PREMISE ADVERTISING DISPLAYS/BILLBOARDS

(“BILLBOARDS”) LOCATED WITHIN THE CITY OF OPA-LOCKA; PROVIDING REQUIREMENTS FOR CONVERTING EXISTING, LEGALLY NONCONFORMING BILLBOARDS LOCATED WITHIN THE HIGH TRAFFIC AREAS INTO DIGITAL BILLBOARDS; PROVIDING CRITERIA FOR DISTANCE SEPARATION; PROVIDING VOLUNTARY FUNDING REQUIREMENTS AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Director Gay advised that this Item was deferred to a later date.

- 3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE 1, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR “LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS” IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay explained that this Application would allow businesses to use shipping containers for storage or office activities. Some businesses need to expand their operations beyond their existing footprints, and the use of shipping and/or metal containers allows them to do so in a timely and creative manner on a temporary basis.

Director Gay continued that while this particular use has been undertaken mostly on construction sites to provide on-site office operations, other businesses that need additional storage, possibly on a temporary basis, have the option of using these structures.

Zoning Official Lee stated that the proposed Ordinance would allow shipping containers to be repurposed in order to manage operations on an already-established site based on Florida Building Code. It will still be necessary to pull permits for the inclusion of these containers.

Zoning Official Lee continued this amendment would allow City residents and businesses may take advantage of a use that is already in Florida Building Code. Shipping containers are already repurposed and converted to uses allowed under Florida Building Code for residential and commercial use. Opa-locka already allows the use of these containers in industrial districts.

Zoning Official Lee stated that the primary advantages of using shipping containers include their ready availability as well as their multiple sizes. The containers are typically used in industrial districts for safety and security. They are easily moved from one part of a property to another and can also allow for greater speed when connected to an existing foundation, and the interior can be retrofitted more quickly than would be possible in building from the ground up. Manufactured containers are also stackable and can be used to create multiple levels.

Florida Building Code already allows for the use of metal containers in construction. The proposed Ordinance would support this permission and allow for the use of containers in additional districts.

Containers are also used for temporary purposes, such as construction or trade shows. The City hopes to go a step further by allowing these structures to be used on a permanent basis as a part of new development, where they will provide for a sturdier, more mobile, more easily configured, and faster-built space when adhering to the requirements of Florida Building Code.

Zoning Official Lee showed an example of the proposed use, pointing out that while a structure using containers may look rough from the outside, they provide safety, viability, and speed that can provide a significant return on investment. Other cities have allowed this type of use for some time. Staff recommends adding this Ordinance to the City's available options for building homes and/or commercial properties.

Chair Guerrero asked if the use of containers would also be accepted in residential areas as new development. Zoning Official Lee explained that the Ordinance would allow developers to incorporate containers into their properties as permitted by Florida Building Code. He emphasized that a developer may need to retrofit the inside of the container(s) in order to follow this Code.

Chair Guerrero asked if containers would be suitable additions to existing developments. Zoning Official Lee emphasized that this would be permitted as long as the use of the container follows Florida Building Code.

Director Gay noted that the photographic examples in the presentation show that containers are used in development. Some developments in South Florida include container construction that is modified by stucco and finishing, which make it more difficult to identify that containers are being used. Other applications at which containers are used may include "pop-up" events, stages, stores, parks, and others.

At this time Chair Guerrero opened the public hearing.

Arianna Jorge, business owner, provided photos of the prefabricated container used by her business. The structure is fully compliant with Miami-Dade County Code and is used for office purposes only. There is no plumbing, although the container has electricity and air-conditioning. She explained that this was a convenient solution for her business, as it grew very quickly and required expansion into office space.

Ms. Jorge continued that the container is pre-built and resembles an ordinary building on both the inside and outside. She is in the process of seeking a permit for the building, which would be the first office use of a shipping container in Opa-locka.

Motion made, and duly seconded, to approve the new coding in the City. In a roll call vote, the **motion** passed unanimously (4-0).

4. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101, FOR THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT TO INCREASE BUILDING HEIGHTS TO TEN STORIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Director Gay stated that this Ordinance would address the recently approved Historic Downtown Opa-locka District, which is a “stand-alone” zoning district focusing specifically on the Downtown area. When this district was created, the City took a conservative stance with regard to building heights, which are currently limited to seven stories. Over time, however, developers have approached the City to express interest in constructing taller buildings in the Downtown area. The City would like to consider this as a potential opportunity for development.

Staff has reached out to Miami-Dade Aviation, which provided a graphic of the takeoff and landing configurations in relation to the City. No runways extend directly toward Downtown, but instead move north or south of Downtown at angles. At the edges of the Airport property, the heights allowed are greater than the seven stories permitted within the Historic Downtown Opa-locka District.

Zoning Official Lee advised that Staff has entertained input from several different developers who wanted to build within Opa-locka. While the City offers density at up to 150 units per acre, it would be difficult to build this many units with a height limit of seven stories. He noted that zoning Code for the City’s mixed-use corridor allows up to eight stories, although this corridor does not cover the entire Downtown area.

The Historic Downtown Opa-locka District (HDOD) is a separate zoning district that is not considered commercial or industrial. Increasing the heights permitted within this

district would allow more mixed-use development which would make the area a destination and attract more people and services.

The intent behind creating the HDOD was to provide consistent zoning regulations while redefining the Downtown area as the City's center. This would allow for revitalization of underused areas and improvement of that segment of the City.

Zoning Official Lee continued that most developers indicated they wanted more height in order to attract good retail as well as a strong return on their investment in residential units. The requested increase in height would make the density more attainable and allow the developers to accommodate the cost of bringing in bottom-floor retail.

With respect to the Airport, Zoning Official Lee noted that for many years, proximity to that facility limited the heights to which a developer could build. When Staff reached out to Airport officials to discuss these heights, they determined that greater heights could be accommodated. Staff recommends approval of the Application.

Chair Guerrero requested clarification that the density parameters of the HDOD will not change: the only change would be to the height requirements, which would allow developers to more easily build to that density. Zoning Official Lee reiterated that the current limit of seven stories would not allow developers to build up to 110 or 120 units per acre rather than the permitted density. He estimated that most of the requested heights would be approximately 10 stories or 120 ft.

Director Gay advised that the height limitation provided to Staff through Federal Aviation Administration (FAA) was up to 125 ft. The permitted height may vary depending upon the type of building a developer is seeking to build. Strictly residential development may include a nine- to ten-foot floor plate; however, mixed-use development is proposed for the area, which may require a larger floor plate for the first two floors. If a parking garage is included, the floor heights may be lower for that area. He concluded that the number of stories would depend upon each project's design.

Director Gay further clarified that permission to build to a height of up to 120 ft. was provided on maps that show distance, direction, and angles from the Airport. Zoning Official Lee added that while height opportunities are being increased, the FAA will review all development plans to ensure that they meet the appropriate criteria based on that agency's regulations.

City Attorney Pam Booker noted that the Ordinance includes a typographical error in the eighth "Whereas" clause: the language in that clause should refer to 10 stories rather than 12.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve with the change in the “Whereas” clause to make it consistent with the title that it is 10 stories, not 12. In a roll call vote, the **motion** passed unanimously (4-0).

5. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) & STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING & STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Director Gay explained that this Ordinance also provides an opportunity for the City to expand on uses in its industrial areas. The I-4 zoning district is typically associated with junkyards, scrap metal operations, and other challenging uses.

Because many other municipalities have eliminated these uses from their zoning Codes over time, Opa-locka is often seen as providing an opportunity for those uses. The Ordinance is an attempt to make I-4 zoning more flexible. Director Gay pointed out that most junkyard or scrap metal operations do not expand; however, there are other heavy industrial uses that could be developed in the City, including logistics and vehicle storage. These uses would be added to the I-4 zoning district.

Director Gay pointed out that uses such as logistics and vehicle storage are cleaner than junkyard or scrap metal operations, with a lesser overall impact on the City’s infrastructure. The intent is to make the I-4 zoning district more integrative by adding these uses.

Zoning Official Lee recalled that for many years, certain areas of the City were home to only junkyards, salvage operations, scrap metal facilities, compacting/shredding of vehicles, and similar uses. The Miami-Dade Department of Environmental Resources Management (DERM) is currently attempting to ensure that uses comply with local, state, and federal Codes, some of which cannot be easily met by the businesses that have traditionally operated in those areas over the last 20 years.

Zoning Official Lee continued that it is in the City’s best interest to expand the uses allowed within those areas, encouraging uses that are cleaner, that can comply with DERM requirements, and do not contaminate soil, water, or air. With this in mind, Staff examined additional uses that need a significant amount of property on which to operate. The proposed Ordinance would amend the Zoning Code to allow these uses, which include construction trades as well as equipment and vehicle storage.

Zoning Official Lee further clarified that vehicle recovery or repossession would allow vehicles to be kept on a site until the vehicle is paid for by some entity. Shipping container storage would mean containers are stacked to a certain level on the property before they are sold or leased to others. Utility vehicles and equipment include Florida Power and Light (FPL) and other utility providers' equipment. These uses would all offer low contamination to the air, water, or soil.

Staff recommends approval of the amendments to provide better use of the I-4 zoning district and attract more businesses to Opa-locka.

Chair Guerrero asked if current uses involving storage of vehicles and equipment would become nonconforming uses under the amendments. Zoning Official Lee explained that there would be no changes to the zoning districts in which these uses are already permitted: the City would instead expand where those uses may be located.

Chair Guerrero asked if an owner seeking to change the use of an area that currently includes uses that may result in contamination would need to mitigate the effects of that contamination. Zoning Official Lee confirmed this, pointing out that these facilities are already required to do so. DERM inspects these facilities annually in order to renew those uses' licenses; if they do not meet DERM's requirements, they would not receive approval to continue their operation, and the City is prohibited from issuing a business license for those uses until requirements have been met.

Board Member Hibbert Smith asked how many businesses such as those described by the Ordinance are already located in the Cairo Lane or Alexandra Drive areas. Zoning Official Lee clarified that while no such uses are currently licensed to be in those areas, the City has received inquiries from users such as equipment storage, vehicle recovery, and construction trades.

Director Gay also pointed out that sufficient acreage is a necessity for these types of uses. Many other municipalities do not have large areas with contiguous acreage, although Opa-locka does.

Chair Guerrero requested clarification of the current zoning category for these uses. It was clarified that this may be I-2 or I-3. Director Gay added that some businesses may be operating in locations where zoning has changed over time, which means they may have become legal nonconforming uses.

Zoning Official Lee called the Board members' attention to a slide showing the entire I-4 zoning district, stating that the intent is to allow new uses on a market-driven basis.

At this time Chair Guerrero opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Hibbert Smith, seconded by Board Member Mata, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT:

Director Gay advised that no Planning and Zoning Board meeting is anticipated for the month of December 2024 at this time. Staff will prepare a year-in-review document in 2025 to show the Board's impact on development in Opa-locka in 2024.

The meeting was adjourned at 6:50 p.m.

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-101, CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2011, the City of Opa-Locka adopted the Opa-Locka Community Redevelopment Plan (OLCRP), a conceptual plan prepared by Carras Community Investment, Inc. in conjunction with Urban Revitalization Solutions. The OLCRP sought to capitalize on the area's assets while redressing enduring concerns about building vacancy, crime, public safety, open space, and underutilization of land; and

WHEREAS, in 2015, the OLCRP was followed by more advanced planning effort that culminated in the Sustainable Opa-Locka 2030 Comprehensive Development Master Plan (SOCDMP), an implementation strategy prepared by the Corradino Group. In the OLCRP it identified the Downtown Opa-Locka as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength; and

WHEREAS, both the OLCRP and the SOCDMP advanced the idea of implementing revitalization activities as well as a special district designation in order to revitalize a depressed and underutilized segment of the City; and

WHEREAS, the Historic Downtown Opa-Locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network; and

WHEREAS, the zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a

town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations; and

WHEREAS, the intention of this section is to develop the Historic Downtown Opa-Locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain; and

WHEREAS, the overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community; and

WHEREAS, the Planning and Zoning Board of the City of Opa-Locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-Locka District and provided a recommendation of approval. The district shall be included within the City's Land Development Regulations as Article IV, Section 22-101.

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

SECTION 1. Incorporation of Recitals.

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

SECTION 2. Adoption of the Historic Downtown Opa-Locka District.

The City Commission of the City of Opa-Locka hereby approves an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption and implementation of the Historic Downtown Opa-Locka District, for inclusion within the City's Land Development Regulations as Article IV, Section 22-101. A copy of the code amendment is attached hereto as Exhibit "A".

SECTION 3. Severability.

The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 4. Scrivener's Errors.

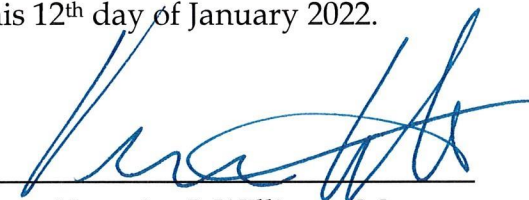
Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City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

SECTION 5. Effective Date.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

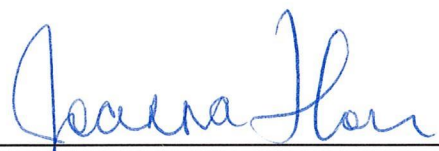
PASSED FIRST READING this 8th day of December 2021.

PASSED SECOND READING this 12th day of January 2022.



Veronica J. Williams, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Taylor

Seconded by: Commissioner Bass

VOTE: 5-0

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



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, January 12, 2022 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 2, ARTICLE XI, DIVISION 13 OF THE CITY'S CODE OF ORDINANCES ENTITLED "HISTORIC ENVIRONMENTAL PRESERVATION BOARD" TO ESTABLISH MINIMUM STANDARDS FOR MUNICIPAL HISTORIC PRESERVATION PROGRAMS AS SET FORTH IN THE MIAMI-DADE COUNTY HISTORIC PRESERVATION ORDINANCE SECTION 16A-3.1; PROVIDING FOR BOARD ORGANIZATION AND QUALIFICATIONS; BOARD DUTIES AND RESPONSIBILITIES; SCOPE OF REGULATIONS; DEFINITIONS; ADMINISTRATION AND ENFORCEMENT RULES AND REGULATIONS; SITE/DISTRICT/ZONE DESIGNATION PROCESS AND PROCEDURES; DEMOLITION PROCESS AND PROCEDURES; PROCEDURES FOR MAINTENANCE OF DESIGNATED PROPERTIES; CERTIFICATE TO DIG PROCEDURES; AN APPEALS PROCESS; PENALTIES AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-04, FOR THE ALI-BABA NEIGHBORHOOD IMPROVEMENT DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 45 ACRES, BOUNDED ON THE EAST BY N.W. 17TH AVENUE, ON THE WEST BY N.W. 22ND AVENUE, ON THE NORTH BY N.W. 151ST STREET, AND ON THE SOUTH BY N.W. ALI BABA AVENUE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-11, FOR THE EAST-WEST SAFE NEIGHBORHOOD DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 100 ACRES, BOUNDED ON THE EAST BY N.W. 17TH AVENUE, ON THE WEST BY N.W. 22ND AVENUE, ON THE NORTH BY N.W. 141ST STREET, AND ON THE SOUTH BY N.W. 135TH STREET; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-05, FOR THE NILE GARDENS NEIGHBORHOOD IMPROVEMENT DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 320 ACRES, BOUNDED ON THE EAST BY N.W. 27TH AVENUE, ON THE WEST BY ALEXANDRIA DRIVE, ON THE NORTH BY N.W. 135TH STREET, AND ON THE SOUTH BY N.W. 128TH STREET; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE THE MOORISH REVIVAL STYLE DESIGN HANDBOOK; PROVIDING FOR DEFINITIONS, PERMIT AND SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-101, CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-102, CREATING THE OPA-LOCKA INNOVATION DISTRICT, PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES, PROVIDING FOR DEVELOPMENT REGULATIONS AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE VARIANCE REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REVIEW FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above item 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, January 12, 2022.

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 **Agenda Cover Memo**

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	12-8-21	Item Type: (Enter X in box)	Resolution	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
				X	
		X	Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: PTP		Advertising Requirement: (Enter X in box)	Yes	No
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#: N/A		
		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: Planning & Community Development	City Manager	

Short Title:

AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS PURUSANT TO ARTICLE V – CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network. , the intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and

functional buildings where people can reside, work and entertain. the Planning and Zoning Board of the City of Opa-locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-locka District and provided a recommendation of approval.

Proposed Action:

Staff has recommended approval of this legislation.

Attachment:

Draft Ordinance LDR Amendment Article V Historic Downtown Opa-locka District.

ORDINANCE NO.

AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS PURUSANT TO ARTICLE V - CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2011, the City of Opa-Locka adopted the Opa-Locka Community Redevelopment Plan (OLCRP), a conceptual plan prepared by Carras Community Investment, Inc. in conjunction with Urban Revitalization Solutions. The OLCRP sought to capitalize on the area's assets while redressing enduring concerns about building vacancy, crime, public safety, open space, and underutilization of land; and

WHEREAS, in 2015, the OLCRP was followed by more advanced planning effort that culminated in the Sustainable Opa-Locka 2030 Comprehensive Development Master Plan (SOCDMP), an implementation strategy prepared by the Corradino Group. In the OLCRP it identified the Downtown Opa-locka as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength; and

WHEREAS, both the OLCRP and the SOCDMP advanced the idea of implementing revitalization activities as well as a special district designation in order to revitalize a depressed and underutilized segment of the City; and

WHEREAS, the Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network; and

WHEREAS, the zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a

town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations; and

WHEREAS, the intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain; and

WHEREAS, the overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community; and

WHEREAS, the Planning and Zoning Board of the City of Opa-locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-locka District and provided a recommendation of approval..

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Incorporation of Recitals.

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

SECTION 2. Adoption of the Historic Downtown Opa-locka District.

The City Commission of the City of Opa-locka hereby approves an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption and implementation of the Historic Downtown Opa-locka District. A copy of the code amendment is attached hereto as Exhibit "A".

SECTION 3. Severability.

The provisions of this Ordinance are severable and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 4. 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, or the City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5. Effective Date.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2021.

Elio Guerrero, Chairman

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Section 22-97. – HISTORIC DOWNTOWN OPA-LOCKA DISTRICT

(A) Purpose and intent.

The Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network. The zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations. The intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain. The intent of the city in adopting the Historic Downtown Opa-Locka District Ordinance is to:

- (1) Define the boundaries of the historic downtown district;
- (2) Expand the economic base of the city, by providing additional employment opportunities and additional revenues to the city and the region by making the area of the district more attractive in ways that can increase commerce and tourism which will assist in the development of specific plans that will allow for large scale social events and activities within the district to consider the city when choosing their sites;
- (3) Provide the basis for the continued and expanded support for initiatives that will cause the district to be considered as a destination for large scale events and activities in conformance with the goals and objectives of other city policies;
- (4) Enhance the area encompassed by the district through programs that will attract workers, residents and visitors to active public spaces and gathering places and create a pedestrian friendly environment;
- (5) Develop programs to further enhance the pedestrian environment through the establishment of unique streetscape design guidelines providing additional signage opportunities.

(B) Establishment of the district.

The Historic Downtown Opa-locka District shall be established as an area of the city where it has been found that programs which will contribute to economic development through the development of a more active streetscape should be undertaken. The district shall have the following territorial boundaries: Starting from a point in the centerline of Northwest 27th Avenue and Ali Baba Avenue, proceeding west along Ali Baba Avenue /the CRX Railroad ROW including the northern portion of Burlington Street to NW 37th Avenue, North towards Sabur Lane and west to Sharazad Boulevard, Historic City Hall –Sherbondy Village Community Center Complex on the north side and curve East to back to NW 27th Avenue.

(C) Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Block means a combination of building lots, the perimeter of which abuts a public right-of-way or public space.

Block face means the right-of-way line that delineates a block edge.

Building height means a limit to the vertical extent of a building measured in feet above grade. Building height shall be measured in feet from the average elevation of the affronting curb to the eave line.

Civic uses means premises used primarily for public education, cultural performances, gatherings and displays administered by not-for-profit cultural, educational, governmental and religious organizations.

Carmenes means secluded inner gardens or courtyards with private-public features such as fountains, benches and ornamental architecture.

Colonnade means a roofed structure, extending over the sidewalk, open to the street except for supporting columns or piers.

Courtyard garden means a grade level garden enclosed on at least three sides, at least two sides by building walls and on its remaining sides by fences or garden walls, with a minimum 30 percent of its area landscaped. The street opening to the courtyard garden shall not exceed the width of the street or square that it fronts.

Curb radius means the curved edge of street paving at an intersection, measured to the inside travel edge of the travel lane.

Easement means an area of private property legally dedicated for public use.

Frontage means the property line or lines of a lot that coincide with a right-of-way or other public space.

Paseo means an easement that allows public pedestrian access traversing private property from one public right-of-way to another.

Public open space means an open space that is accessible to the public all or some of the time, including, public rights-of-way, parks, plazas, squares, canal-walks, alleys, colonnades, carmenes, courtyard gardens, paseos and other easements.

Square means a public space surrounded on four sides by streets or other vehicular passage. Every corner of a square shall have a street intersection.

Street means a thoroughfare for the movement of pedestrians and vehicles, which may be public open space or private property allowing public passage.

Streetwall means the vertical surface of a building or structure that faces public space.

Traffic calming device means a structure or device that is intended to slow the speed of the traffic on a roadway. It is usually constructed at an intersection. Examples of traffic calming devices are traffic circles and roundabouts. Traffic calming devices may include a change of pavement height, texture and materials to identify an area where speed is to be reduced.

Cross reference— Definitions generally, Sec. 22-238.

(D) Uses.

(A) Allowed uses.

Accounting, bookkeeping, law and other professional offices.

Agency (for employment, travel and/or services to be performed elsewhere).

Art or photographic studio (commercial).

Automobile rental agency, office use only.

Bank or other financial institution.

Business or commercial school.

Catering and delicatessen (including butcher shop) business.

Civic clubs, lodges and fraternal organization facilities.

Conference, meeting facilities or areas of public assemblage for less than 20 people.

Day care center, nursery school or preschool facility.

Dental care and doctor's offices.

Dog grooming only—prohibiting a "pet shop" type business or the boarding, maintaining or keeping of dogs on-premises anytime between 7:00 p.m. and 7:00 a.m.

Dry cleaning and laundry, drop-off/pick-up only.

Family restaurant/arcade; so long as the arcade use does not exceed 40 percent of the available business space, alcoholic beverages are permitted on the premises pending administrative review, no gambling games/machines are permitted, the arcade area is continually supervised, and the family nature of the operation is maintained. No more than two family restaurant/arcades shall be permitted in the Downtown District.

Gymnasium, health club, dance studio or other center where "physical activity" lessons are conducted.

Insurance agency.

Laundry—No more than two allowed in the Downtown District.

Lodging (Hotels, Motels, Peer to Peer home sharing services)

Museum.

Mixed-use development of residential uses on upper floors above retail, office and related uses.

Office supply or support (office supplies, copying, printing shop).

Personal services (i.e., barbershops, beauty parlors, physical therapy clinics, etc. No physical therapy clinic shall be open for business between the hours of 10:00 p.m. and 6:00 a.m.).

Pharmacy.

Post office.

Restaurant (and lounge), cafe, cafeteria, bar and grill.

Retail use.

Small appliance sales and/or service.

Sporting goods store; excluding the sale of weapons and related products used for sporting and hunting activities, no outdoor store displays or merchandising activities; no more than one store allowed in the district that sell the described merchandise.

Stereo/video/electronics rental, sales and/or service.

Theater (live) or motion picture house.

Veterinary clinic (excluding short-term boarding, for medical purposes only).

Other enterprises or businesses which are similar in character and impact to enterprises or businesses enumerated herein, and which are consistent with the Comprehensive Plan adopted pursuant to Chapter 163, Florida Statutes. A final determination of similarity with listed uses and consistency with the Comprehensive Plan shall be made by the City Commission, after obtaining a recommendation by the Planning and Zoning Board.

(B) *Prohibited uses.*

Adult bookstore;

Adult-related business;

Gaming, gambling and casino machines, billiard and pool parlors;

Automotive auctions, repair, sales and service facilities;

Bar; Package store

Clinical laboratory;

Funeral home;

Gun range;

Gun shop;

Pawn shop, Thrift store;

Tattoo Parlor;

Large-scale administrative offices, big box retail/wholesale sales operations and service and professional facilities;

Any large or medium-scale aviation or marine-related repair or service facilities;

Open air, tented, or booth-operated flea markets or any retail/wholesale sales operation not contained within a business building, except as otherwise permitted by Florida State Statutes, §§ 110-01 through 110-03 and permitted temporary uses in LDR Sec. 22- 119.

Any industrial or manufacturing operation or facilities.

(E) Goals and objectives.

The overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community. Specific goals and objectives include, but are not limited to, the following:

- (1) Promote pedestrian-friendly rights-of-way.
- (2) Protect public open spaces.
- (3) Promote mixed-income housing strategies.
- (4) Foster historic preservation.
- (5) Improve code compliance and enforcement.
- (6) Encourage meaningful development boundaries.
- (7) Promote local and regional public transportation.
- (8) Pursue public education on redevelopment.

(F) Implementation concepts.

The concepts of the district shall be as follows:

- (1) *Make pedestrians a high priority.* Enhance the open network of smaller blocks and provide increased access through new sidewalks, paseos and public alleys. Provide a tree canopy planted along sidewalks or medians to create shade from the sun and more attractive streets or sidewalks.
- (2) *Slow down vehicular traffic.* Reduce lanes or lane widths, expand the median and add on-street parking and trees as traffic calming devices. Use swale areas facing streets and sidewalks for trees and shrubs and encourage property owners to enhance landscaping. Provide parking in the rear areas, hidden from the front view. Reconstruct curbs with smaller radii at intersections. Encourage property owners to provide cross access between their parking lots and that of their neighbors.

- (3) *Improve pedestrian corridors.* Improve commercial facades to increase pedestrian comfort and safety through enhanced lighting and landscaping. Improve the network of secondary pedestrian corridors in order to extend existing patterns of pedestrian travel. Create a sense of enclosure and urban character through street facade.
- (4) *Aggregate open space for squares, plazas, passive parks and other public open spaces.* Promote activity and natural surveillance by providing plazas and squares, open to the public and level with the grade of the sidewalk. Create a legible network of open spaces by waiving minimum open space requirements on specific lots or parcels in exchange for a credit to develop larger open public spaces.
- (5) *Extend transit, at a variety of scales and modes of travel.* Implement a circulator system, such as a local bus system, to be used for local service and to connect to the regional system. Increase transit ridership to facilitate growth and mobility without unmanageable traffic congestion.
- (6) *Attack visual blight.* Promote infill development along the edges of blocks to define street space. Inventory vacant or underutilized lots and provide incentives for development. Utilize code enforcement procedures to compel compliance from property owners who have neglected the appearance of their property. Enforce building codes to ensure applicable minimum standards for older buildings.
- (7) *Provide for water retention areas to improve drainage and flooding protection in low-lying areas.* Promote the procurement of vacant or underutilized land that may be reservoirs for additional storage and storm water retention within the district. Provide for a hydric park network to reduce flooding and restore the community's connection to water resources.
- (8) *Promote civic uses.* Encourage public access and participation by providing cultural performances, gatherings and displays for education and enlightenment.

(G) Precedence over other zoning and land use regulations.

In addition to the criteria previously provided in the Downtown Mixed Use Overlay (DMU) land use classification and the Historic Downtown Opa-locka District (HDOD), commercial liberal (B-2), multifamily (R-3), light industrial (I-1), Liberal Industrial (I-3) and civic (C) zoning districts, the requirements provided in this division must also be followed as the requirements of the HDOD shall prevail.

(H) Road classifications in the HDOD district.

To further define the functions of the roads and streets within the district, roads are classified as follows:

- (1) *Major roadways* shall mean those roads that are designed for the efficient movement of people and vehicles to and through the district. The roads enable traffic to easily traverse the area as well as provide access to other areas within and outside the City of Opa-locka. NW 27th Avenue, NW 37th Avenue, State Road 9, Ali Baba Avenue, Opa-locka Boulevard are classified as major roadways within this district.
- (2) *Minor roadways* shall mean those roads that are designed for ease of access for the movement of people and vehicles through the district. Minor roadways generally provide short distance access to individual properties within the district and to adjoining areas. Ali Baba Avenue, from 17th Avenue to LeJeune-Douglass Connector; Sharazad Boulevard from NW 27th Avenue to Ali Baba Avenue, and Opa-locka Boulevard from NW 27th Avenue to Sharazad Boulevard.
- (3) *Local streets* mean those roads in the district that provide access to individual properties that are not designated major or minor roadways.

(I) Zoning regulations.

(a) Mixed Use Residential densities in downtown multifamily R-3, R-4, B-2, I-1 and I-4 zoning districts shall not exceed 150 units per net acre, unless the property owner provides public open space as provided in incentives (2) below, but in no event shall the units per net acre exceed 200 units for affordable/live-work or assisted living. Residential densities outside of the HDOD shall not exceed 150 units.

(b) Landscaping for all property zoned residential or that includes residential uses within the zoning district shall conform to an urban design plan that will be adopted by the city within eight months of the effective date hereof.

(c) The dimensions of squares, plazas, paseos and other open public spaces shall conform to an urban design plan that will be adopted by the city within four months of the effective date of the ordinance from which this section is derived.

(d) The facade and architecture requirements shall conform to a Moorish design plan. The goal of the architectural parameters is to promote creative architectural solutions within an ensemble of basic urban forms that will ensure harmony and continuity without mandating a particular style. Building design shall promote pedestrian safety, comfort and interest for adjoining public spaces. Building design shall promote energy conservation by including self-shading, natural lighting, natural ventilation, outdoor circulation and reduced dependence on artificial lighting and air conditioning.

(e) Streetwalls shall have pedestrian entrances at maximum intervals of 150 feet. The principal pedestrian entrance of all buildings shall be from the street, courtyard garden or from a paseo.

(f) Streetwalls, landscape buffers or a building shall be constructed to screen parking from view.

(J) Incorporation of TOD District

A Transit Oriented Development District is generally characterized as a developed environment within a quarter-mile of a public transit system, with building characteristics and public amenities that promote the safe movement of pedestrians.

The City of Opa-locka's Transit Oriented Development District is located in the HDOD which boundaries stated in item (B).

Opa-locka's Transit Oriented Development District (TODD) is specifically created to facilitate mixed-use development, with access to transit stations or stops along existing and planned high performance transit service corridors.

The TODD Code also encourages commercial functions that include shop-fronts at street level, with residential units and office space above, wide pedestrian-friendly and multimodal sidewalks, rear on-site parking, and possibly public parking facilities.

The TODD incorporates the goals of the HDOD efforts with elements from the previous Commercial Liberal ("B-2") and Downtown Mixed Use Overlay District standards to produce development standards for the TODD. The TODD facilitates mixed-use development, pedestrian-oriented streets, public mobility options, Moorish style architecture, and opportunities for location of work, play, services and entertainment within walking distance.

General. This designation shall be known as the TODD for the City of Opa-locka. The TODD shall promote the Goals, Objectives and Policies contained of the previous Downtown Mixed Use District designation within the Future Land Use Element of the Comprehensive Plan. Specifically, Objective LU-2 of the Sustainable Opa-locka 20/30 Comprehensive Plan Future Land Use Element are designed to maximize the development potential of Historic Downtown Opa-locka.

The TODD designation supplements the Land Development Regulations ("LDR") provisions within the City of Opa-locka for the area known as the HDOD. The TODD is generally described as the area bound to the north by Dunand Avenue, to the east by NW 27th Avenue, to the south by NW 135th Street, and to the west by Sesame Street.

Opa-locka's TODD designation is specifically created to encourage compact first-rate projects based upon smart growth principles; to preserve the existing character of neighborhoods surrounding the Historic Downtown Opa-locka core; to regulate for high-quality infill development, and to create a predictable process for developers and the community to meet these goals.

(J) Incentives.

Incentives to encourage land development to achieve goals and objectives within the district are as follows:

- (1) Land dedication for sidewalks outside of public right-of-way, passive parks, paseos, public use and open spaces, a natural drainage parkway or land for additional

storage and stormwater retention in lieu of payment of a monetary park, recreation and open space fee as provided by (X).

- (2) Increased density for residential or mixed use development for additional units per net acre up to a maximum of 32 units per net acre as provided in the multifamily R-3, R-4 zoning designations in the HDOD zoning districts. Additional units per net acre will be permitted in exchange for land located within the HDOD district, or a monetary contribution equal to the fair market value of the land not to exceed 40 percent of the total donation, donated to the city as a passive park, paseo, public and/or open space or a natural drainage parkway as follows: 1,500 square feet for each of the first two additional units, 1,000 square feet for each of the third, fourth and fifth additional units, and 850 square feet for each additional unit after the fifth additional unit. If land located anywhere within the HDOD district is donated to the city, then the city shall waive the city park, recreation and open space impact fee for each additional unit.
- (3) Financial assistance from the Opa-locka Community Redevelopment Agency to eligible properties for renovation of commercial properties fronting major and minor roadways within the district.
- (4) Provide a perpetual easement to the city on private property for construction of an architectural feature at or near the boundaries of the district as a credit toward satisfaction of minimum open space requirements.
- (5) Provide a perpetual easement to the city on private property for sidewalks, paths and paseos or natural drainage parkways as a credit toward satisfaction of minimum landscaping and open space requirements.
- (6) Contests and prizes offered by a not-for-profit organization or public-private partnership to promote good urban design and innovation for the enhancement and sustainability of the district.
- (7) Five thousand dollars to be paid to the city for each parking space below the minimum parking requirements for on-site parking, but in no event shall the deficiency in on-site parking exceed 30 percent of the minimum parking requirements. These funds shall be placed in a designated account and accumulated by the city to finance a parking system within the HDOD that will include a parking garage within a 1,500-foot radius of boundary lines of the property where city hall is located. Affordable housing properties developed and owned by the city are exempt from the provisions in this paragraph.
- (8) Provide a minimum 20% total combination of affordable/elderly housing.
- (9) The grant of incentives identified in subparagraphs (1), (4), (5), (7) and (8) above, shall require approval of the city commission by ordinance.

(K) Special permit

In order to be granted a permit for such establishments within this district, the property owners/applicant shall obtain a Special Permit as specified in the Opa-locka LDR/Zoning Code Ordinance, as amended, the zoning ordinance of the City. In reviewing an application for establishments serving alcoholic beverages, the director of Planning and Community development shall apply the following review guidelines criteria in addition to the standard criteria of a Special Permit.

In reviewing an application for the District Permit for a supper club, nightclub, restaurant, coffee shop, or bar, the following additional criteria shall apply:

- a. Use requirements and restrictions: To qualify to operate a supper club, nightclub, restaurant or bar & grill, the establishment must have a minimum of 40 seats. To qualify for coffee shop, the establishment must have a max of 20 seats.
- b. Operational Plan: An Operational/business plan that address the hours of operation, number of employees, menu items, goals of the business, and other operational characteristic pertinent to the application.
- c. Parking: Irrespective of parking requirements specified in the LDR/Zoning Code as amended, the zoning ordinance of the City of Opa-locka, adaptive reuse of existing buildings for this function shall be required to provide additional parking via on street parking or parking agreement with established shared parking arrangement; however, new buildings or facilities shall be required to provide a parking plan which fully describes where and how the parking is to be provided and used, e.g. valet, self-parking, shared parking, after-hour metered spaces, and the manner in which the parking is to be managed. By a Special Permit, 100 percent of the required parking may be located offsite within a distance of 500 feet from the subject establishment if the proposed parking is to be self-park, and a distance of 1000 feet from the subject establishment if the proposed parking is to be by valet. For restaurants and other dining establishments, as adaptive re-use of an existing structure, any square footage used of the kitchen and/or storage areas will not be counted towards the parking requirements.
- d. For establishment proposing capacities of more than 200 persons, an indoor/outdoor crowd control plan that addresses how large groups of people waiting to gain entry into the establishment or already on the premises, will be controlled.
- e. A security plan for the establishment and any parking facility.
- f. For establishment proposing capacities of more than 200 persons, a traffic circulation analysis and plan that details the impact of projected traffic on the immediate neighborhood and how to mitigate the impact.
- g. A sanitation plan, which addresses on-site facilities and off-premises issues resulting from the operation of the establishment.
- h. A plan depicting proximity of proposed establishments of residential use

- i. If the proposed establishment is within 500 feet of the residential uses, noise attenuation plan is required.

(L) Alcoholic beverage sales within the district.

(a) *Minimum distance requirements.* There shall be no minimum distance required between any places of business within the entertainment overlay district licensed by the state to sell alcoholic beverages for consumption on the premises and any other place of business similarly licensed within the district.

(b) *Hours of operation.* The hours and days of sale and consumption of alcoholic beverages are set forth in section 6-369.

(c) *Hours for music and entertainment.* Music, singing and other forms of entertainment whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the district, and in addition music, singing and entertainment shall be permitted outdoors within the district, however, such outdoor music, singing and entertainment shall comply with special events and entertainment regulations as set forth in chapter (X) of the City of Opa-Locka Code of Ordinances.

(d) *Outdoor sales of alcoholic beverages.* Those persons or entities within the district licensed under the state beverage license laws, may sell and serve beers, wines and alcoholic beverages of any type regardless of alcohol content at any location within the district licensed for such sale and under the control of such licensee, including, but not limited to, sidewalk cafes, outdoor areas designed for food or beverage consumption on both adjacent to and operated in concert with a business operated within enclosed premises. Alcoholic beverages can only be consumed on premises of purchase.

(M) Signs. See LDR Sec. 22-229.

(N) Parking Standards and Requirements.

1. In the HDOD contingent on use, shall be required to provide any off-street parking in excess of the off-street parking that is currently in existence in this "built-out" area of the City and subjected to administrative review or Planning and Zoning board and approval from City Commission.
2. All existing buildings in the HDOD are subjected to administrative review for any use currently allowed in this district to provide any additional off-street parking despite any change of use that might intensify the use of any building and normally require a corresponding increase in the amount of off-street parking.
3. However as a consequence of this provision, any existing building in the HDOD occupied for any currently allowed use as listed under subsection (2) providing any additional off-street parking due to an increase in any intensity of use shall be subjected to administrative review .

4. Nothing contained herein shall be construed to authorize or permit the physical expansion or addition to any existing building in the HDOD over or in any area of established and existing off-street parking prior to administrative review and approval.
5. That the aforesaid provisions shall not be applicable to any of the following:
 - (a) When an existing building in the HDOD is demolished and subsequently replaced by the construction of a new building on the property.
 - (b) When an existing building in this district is "effectively demolished" by the razing of more than 51 percent of the square footage of the existing structure and the subsequent reconstruction of that portion of the building previously demolished.
 - (c) When any additional area of occupancy and use is physically constructed and added onto, or attached to, any existing building in this district.
 - (d) When a new building is constructed on a previously vacant lot or parcel of property. If any of the foregoing instances occur, all off-street parking requirements and provisions contained in the Code of Ordinances shall remain applicable thereto.

Parking and density calculations.

- (a) All parking allocations must be approved by the DRC.
- (b) All development in the HDOD may be eligible receive a maximum of 35 percent reduction from the parking standards listed in Section 22-153 "Off Street Parking and Loading Standards" of the LDC pending administrative review and approval or Planning, Zoning and Appeals Board and the City Commission review and approval.

Payment-in-Lieu of Parking Fund. A Payment-in-Lieu of Parking Fund shall be established by the City to provide funding specifically for parking and related improvements within the HDOD. Payment-in-Lieu of Parking Fees will be collected from all applicants for development and uses within the HDOD that do not provide sufficient on-site parking spaces or Shared Parking spaces to meet the minimum parking requirements of the Code. The Payment-in-Lieu of Parking Fee option for compliance with this subsection shall become effective upon adoption by the City Commission of a Resolution which specifies the amount of the Payment-in-Lieu of Parking Fund Fee.

(a) *Payment-in-Lieu of Parking Fund Fee Calculation.* The amount of a payment to the Payment-in-Lieu of Parking Fund shall be calculated per parking space which is required but not provided via on-site parking spaces or Shared Parking spaces. The amount per parking space shall be determined by the average cost to the City for the construction of a parking space in a Parking Structure on a program wide basis within the HDOD, which shall be determined by the Building Director in coordination with the

Planning & Community Development Director. The average cost shall include actual costs and fees for land acquisition, design and planning, legal fees, engineering, actual construction, and permit review and inspection.

(b) Payment in Full of Payment-in-Lieu of Parking Fee. For property owners opting to pay in full, or applicants not eligible to provide payment through a Payment in Lieu of Parking Agreement as provided in subsection (D), payment of the full amount of the in-lieu fee shall be due prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner.

(c) Payment in Lieu of Parking Agreement. In-Lieu of Parking Fee Agreements shall only be made between the City and the owner(s) of the subject property. Applicants for an in-lieu fee which is not paid in full prior to issuance of a building permit, must enter into an In-Lieu of Parking Fee Agreement with the City prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner. Such agreement shall be approved by the community development director, and shall be recorded at the property owner's expense in the Public Records of Broward County, Florida. The In-Lieu of Parking Fee Agreement shall provide that the obligations imposed by the agreement constitute a restrictive covenant upon the property, and shall bind successors, heirs and assigns, and shall be released by the City upon payment in full of the amount due under the agreement.

(d) Payment in Lieu of Parking Agreement Term. An In-Lieu of Parking Fee Agreement executed by a property owner applicant in accordance with this subsection shall provide that installment payments shall be made over no longer than a 36 month time period in 3 installments. The first installment shall be at least 50 percent of the total fee due, and shall be paid upon signing the agreement, prior to the issuance of a building permit for the development or a certificate of use, whichever occurs sooner. The second installment shall be in the amount of at least 25 percent of the total fee amount due, and shall be paid no later than the second anniversary date of the execution of the agreement. A third and final payment of 25 percent of the total fee may be authorized by the agreement, and shall be due no later than the third anniversary date of the execution of the agreement. A property owner subject to an In-Lieu of Parking Fee Agreement may make a redemption payment of the remainder of the amount due pursuant to the agreement, at any time prior to the final required payment.

On-Site Parking.

(a) All parking lots, garages, and Parking Structures shall be located at the rear of all buildings.

(b) Parking Areas shall be accessed from side and back streets and from adjacent properties.

(c) Large Surface Parking Lots shall be visually and functionally segmented into several smaller lots through the use of structures and landscaping. Designs that

reduce visibility, especially between Parking Areas and business entrances, shall be discouraged.

(d) Surface Parking Areas shall be obscured from Frontages by a building or Street Screen.

(e) Existing Surface Parking Lots are intended to be reduced, over time, through redevelopment and/or construction of structured parking facilities.

(f) Parking Areas shall not abut street intersections or terminate a street vista. On-street parking shall not be closer than 25 feet to a street intersection, measured from the extended right-of-way lines.

On-Street Parking (Parallel Parking).

(a) On-street parking will be allowed on Opa-locka Boulevard.

(b) On-street parking located adjacent to a building or lot shall not count toward fulfilling the parking requirements for that building or function.

Off-Street Parking

a) *Dwelling, multiple-family*: One space per bedroom with maximum two spaces per dwelling unit for residents. An additional five percent of the total residents' spaces shall be provided for visitors.

b) *Hotels and motels, including clubs*: One parking space for each sleeping room. If, in addition to sleeping rooms, there are other uses operated in conjunction with and/or as part of the hotel/motel, additional off-street parking spaces shall be provided for such other uses as would be required by this section if such uses were separate from the hotel/motel to the extent of 35 percent of the off-street parking specified in this article for retail stores, offices, services, establishments, bars, restaurants, dining rooms, night clubs, cabarets, ballrooms, banquet halls meeting rooms, auditoriums.

c) *Commercial uses*: See LDR Sec. 22-155.

d) Developments that provide Affordable/ Elderly Housing may be reduced as stated below. In no event shall parking be reduced by more than thirty-five (35%) percent of the spaces required.

e) A maximum 35% reduction in required parking may be permitted within the HDOD pending administrative review.

Shared Parking.

- (a) The parking requirements for buildings containing more than one function shall be the total of the amount of parking required for each function.
- (b) Shared Parking Areas shall be located no further than one-quarter mile of the building or function utilizing the Shared Parking capacity.
- (c) Cross-access easements or similar mechanisms approved by the City Attorney shall be used to provide joint access between Shared Parking Areas.
- (d) In a Parking Structure or Garage, each above-ground level counts as a single Story regardless of its relationship to habitable Stories.
- (e) Parking Structures shall have Liner Buildings along primary frontages and landscape bufferyards adjacent to residential properties.
- (f) Vehicular entrances to parking lots, Parking Garages, and Parking Structures shall be no wider than 24 feet at the Build-to Line.
- (g) Pedestrian walkways shall be integrated, to the extent possible, into the interior and/or perimeter landscaping of parking lots; constructed with brick pavers, stamped concrete or a paved or similarly firm surface, at least six feet in width; and separated from vehicular and Parking Areas by grade, Curbing and/or vegetation, except for necessary ramps.
- (h) Pedestrian exits from all parking lots, garages, and Parking Structures shall be directly to a Build-to Line except underground levels which may be exited by pedestrians directly into a building.
- (i) Parking facilities and appurtenant driveways shall be designed to maximize the safety and convenience of pedestrians walking between parked cars and business entrances as well as between external points and locations on-site.

Loading and Service Areas.

- (a) Loading docks, solid waste facilities, recycling facilities and other service areas shall be located to the rear or side of a building in visually unobtrusive locations.
- (b) All trash and recycling service areas shall be enclosed so as not to be visible.
- (c) Loading docks and service areas shall be permitted on Frontages only by Administrative Approval.

Amenities. A minimum of one bicycle rack place shall be provided within a Pedestrian Zone for every ten vehicular parking spaces required by this Code within the Mixed-Use High and Mixed-Use Low districts.

Street requirements.

- a) Streets in the HDOD are intended to be inviting public spaces and integral components of community design. HDOD streets shall be organized according to a hierarchy based on function, size, capacity, and Design Speed. In descending order of importance, the hierarchy shall consider pedestrians as the most important, followed by cyclists, mass transit, and automobiles. All design elements must consistently be applied to calm automobile traffic and to facilitate pedestrian activity.
- b) The hierarchy of streets for the HDOD should adhere to Tables 2A. Public Frontages, 2B. Vehicular Thoroughfares, and 2C—2F. Thoroughfare Assemblies. The proposed hierarchy of streets shall be indicated on the submitted site plan with each street type being separately detailed.
- c) Specialty paving required for pedestrian areas and the HDOD entrance is detailed in Tables 2C—2F. Thoroughfare Assemblies.
- d) Streets may be comprised of segments. Each segment shall have the characteristic of one street type.
- e) The elements that comprise a street within the HDOD are listed below and are depicted in detail in Tables 2C—2F. Thoroughfare Assemblies.
 - A. Pedestrian Zone:
 1. Curb and Gutter.
 2. Planting Area.
 - (a) Street Trees.
 - (b) Shrubs.
 - (c) Ground Cover.
 3. Sidewalk.
 - (a) Optional Planting Area.
 - (b) Pedestrian Accessways, Paths or Passages.
 4. Street Furniture.
 5. Lighting.
 - B. Public Utility Equipment or Public Easement (required if determined to be necessary by the Planning & Community Development Director).
 - C. On-Street Parking.
 - D. Bicycle Lanes.
 - E. Travel Lanes.
 - F. Landscaped Medians.
- f) In the HDOD, Sidewalks in addition to street trees, planting areas and furnishings occur within the Pedestrian Zone, which is comprised of the Build-to Line and the right-of-way.

- g) Sidewalks are required on both sides the street except for a street on the undeveloped edge of a HDOD. Sidewalk requirements are listed in Tables 2C-2F. Thoroughfare Assemblies.
- h) The primary Facades of all buildings shall contain the primary pedestrian Entry and face a public street.
- i) The requirements for placement and types of street trees are specified in Table 4. Public Planting.
- j) Street trees shall be planted on both sides of the street except for a street on the undeveloped edge of the HDOD district.
- k) Depending on the street type, the planting area may contain the required landscaping, the required street trees, or a combination of both.
- l) The required planting area width may be combined with the required Sidewalk to expand the Sidewalk beyond the required width. In this scenario, the street trees must be placed in tree grates.
- m) Utilities shall be placed underground and should be located along Rights-of-Way ("ROWs").
- n) Curbs and gutters shall conform to the City's Engineering design standards.
- o) Parallel on-street Parking Areas (including area of adjacent paved gutter) shall be at least 7 feet wide for Residential streets and at least 7 to 8 feet wide for Primary and Secondary Streets, and at least 22 feet long for all streets.
- p) Angled on-street parking may be provided as long as wheel stops or Curbed Sidewalks are provided.
- q) On-street parking width shall include the adjacent paved gutter area. Curbed bulb-outs containing streets trees and/or other plantings are encouraged to be built at regular intervals and at all intersections within a dedicated on-street Parking Area.
- r) Where provided, Bicycle Lanes shall be at least four feet in width and shall be placed between on-street Parking Areas and travel lanes, or between the Curb and gutter and the travel lanes in the absence of on-street Parking Areas.
- s) City approved bus shelters shall be provided by the property owners or the City on all Primary Streets within the HDOD.

Cross reference— Minimum Parking Ratios, section 22-155; Off-street parking facilities; paving and drainage; lighting; landscaping; and minimum number of off-street parking spaces; off-street parking requirements for single-family residential and multifamily zoning districts, section 22-161.

(O) Building height limit.

The maximum building height shall be no higher than 75 feet, no more than seven stories and shall comply with Federal Aviation Administration Regulations, Part 77 and to ensure safety and livability.

(P) Building site area required.

Commercial or office use only, all floors:

The minimum building site area required shall be a lot or parcel of land 10,000 square feet in area.

Mixed use:

Mixed-use building site area will be determined by FAR as specified under subsection (Q).

(Q) Floor area limitations.

All buildings within this category shall be limited to a floor area ratio (FAR) as listed:

Height of Building	Floor Area Ratio
1 story	0.4
2 story	0.6
3 story	0.8
4 story	1
5 story	1.2
6 story	1.4
7 story	1.6
8 story	1.8
9 story or over	2

(R) Maximum Allowable Density and Square Footage Requirements.

Parcels located in the HDOD may be developed as follows:

1. Residential density shall not exceed one hundred and fifty (150) units per acre
2. Nonresidential developments shall be not less than a floor area ratio of 0.15 and shall not exceed a floor area ration of 3.0.

Commercial or office use only, all floors:

The minimum first floor area of a commercial building in this district shall be 1,500 square feet.

Mixed use:

In addition to the floor area required for the first floor of commercial or office use, the minimum square footage requirement for the upper-floor residential dwellings shall be as follows:

- a) One bedroom – 550 sq. ft. minimum
- b) Two bedroom – 725 sq. ft. minimum
- c) Studio Units – 450 sq. ft. minimum (Seniors Only) capped at 30 percent

Also, the following maximum percentage allocation of total residential area to ground floor business area, per development, shall apply:

Residential: 67 percent (i.e., a 2:1 ratio between residential and business, respectively.)

Front yard. Front yard required for a building designed for commercial or mixed use. All buildings shall be built to the front property line except as follows:

1. A landscaped setback of 15 feet may be permitted for beautification purposes only, at the option of the property owner.
2. Projections beyond the face of the building (such as upper floors that cantilever beyond the footprint of the lower level) cannot extend beyond the front property line.

Side yard required. No side yard is required for a building designed for either commercial or mixed use, except where required for protective screening, as required in subsection (M) below.

Projections beyond the face of the building (such as upper floors that cantilever beyond the footprint of the lower level) cannot extend beyond the side property lines.

Rear yard required for a building designed for commercial or mixed use. There shall be a rear yard consisting of an area which is not less than 30 percent of the lot or building site to be improved. In order to provide space for drains and other uses, except in those cases where the lot or building site abuts upon a dedicated alley which has a width of not less than 40 feet, in which case the rear yard may be 20 percent of the lot or building site area.

(S) Protective screening.

Where any lot in this district adjoins a residential district, a five-foot strip of land adjoining the boundary of the residential district shall be set aside and used for planting or walls by the owner of the commercial or mixed-use lot at his expense, to form an effective screen for the protection of the residential area. No structure, except the screen or wall, or utilities or drainage facilities, shall be placed or permitted in the area. No vehicular access shall be permitted over the area, except for the installation or maintenance of screening, utilities, and drainage facilities.

(T) Open space and landscaping requirements.

- (a) Notwithstanding any provision of this Code to the contrary, each site shall provide a minimum of 12 percent of its net lot area as landscaped open space, except where this requirement is modified per subsection (b) and/or subsection (c).
- (b) In-lieu of providing all or a portion of the landscaped open space required by subsection (a), a property owner may choose to aggregate all or a portion of required landscaped open space together on one site within the HDOD. In order to utilize this option, said aggregated space must be readily accessible to the public, must be a minimum of one-quarter acre, and must be approved through the site plan review process. Additionally, where this option is utilized, in whole or in part, to meet the required landscaped open space for residential uses in the HDOD, said space may be counted toward any land dedication otherwise needed to meet the requirements of parks concurrency. When this option is utilized, a covenant running with the land encumbering all properties involved, and in a form acceptable to the City Manager and the City Attorney, shall be recorded among the public records. The burden shall be on the property owner and/or applicant to demonstrate compliance with landscaped open space requirements, and to produce any documentation as necessary. However, notwithstanding the provisions of this subsection, sufficient landscaping shall be provided on-site to appropriately complement building architecture and other functions on each site, as determined through the site plan review process, and to meet other explicit requirements of this Code.
- (c) Where a building includes a habitable rooftop, including but not limited to a recreation area or outdoor dining space, said habitable rooftop area shall be counted toward the amount of land required for landscaped open space per subsection (a).
- (d) Except as provided in subsection (e), each site shall provide the number of trees, shrubs and other landscape materials as provided in article VII Landscaping and Tree Preservation. However, placement of trees, shrubs and other landscape materials shall be determined through the site plan review process, consistent with the site plan review standards in Section 22-56.
- (e) Where all required trees and shrubs cannot be provided on-site, the property owner may choose a cash in-lieu payment to the city instead of providing that portion of trees or shrubs that cannot be provided on-site, subject to approval by the city commission. In order to utilize this provision, the property owner shall provide to the city a good faith estimate, at the prevailing market rate as approved by the City Manager, of the cost to purchase and install that portion of trees and shrubs that cannot be provided on-site, which shall constitute the amount of the required payment. The city may only use these funds in furtherance of projects identified in the adopted Beautification Master Plan that are within the HDOD. If there are no projects in the HDOD for which these funds may be utilized, the city shall not accept the cash in-lieu, and the property owner/developer shall either modify the proposed project to accommodate the required trees and

shrubs, or apply for a variance. However, notwithstanding the provisions of this subsection, sufficient landscaping shall be provided on-site to appropriately complement building architecture and other functions on each site, as determined through the site plan review process, and to meet other explicit requirements of this Code.

- (f) If a plaza or courtyard is placed in the front or side street setback between any street type and a building, as provided for in (Q)1, said plaza/courtyard shall remain open to the public except in the case of emergencies or in the case of special events, as approved by the city in accordance with Section 22-135. Said plaza/courtyard may be counted as open space, including as aggregated open space per subsection (b).

(U) Off hours security devices.

The use of shutters, awnings, gates, panels or sheets or any other device meant to provide off hours premises security is prohibited. Notwithstanding the foregoing, the provisions contained in sec. 22-118 of the LDR relating to storm protection, shall remain applicable to all district properties. Exterior mounted security gates or solid roll down metal windows shall not be permitted. Link or grill type security devices shall be permitted only if installed from the inside, within the window or doorframe. Other types of security devices fastened to the exterior walls are not permitted.

City of Opa-locka Code of Ordinance

Article I

Sec. 7-1. Florida Building Code applicable.

Pursuant to F.S. § 553.73, and the provisions of the Miami-Dade County Municipal Code, Chapter 8, the Florida Building Code, as amended from time to time, is hereby adopted as the building code of the city. The Florida Building Code includes the following four (4) volumes: Building, plumbing, mechanical, and fuel gas, and all appendices thereto, with the National Electrical Code adopted by reference. The Florida Building Code addresses container use as building structures for Residential, Commercial, Industrial and Mixed-Uses which was adopted by Miami-Dade County in Code of Ordinance Section 33-32. In the City of Opa-locka, this is applicable in Residential, Commercial, Industrial, Civic and Mixed-Use Zoning Districts.

(Code 1955, § 8-8; Ord. No. 18-07, § 2, 7-11-18)

(Code 1955, § 8-8; Ord. No. 18-07, § 2, 7-11-18)

Miami-Dade County Code

Sec. 33-32. - Limitations and restrictions on use of metal covering for buildings and additions.

The limitations and restrictions on the use of metal covering for buildings and additions are as follows:

- (a) That such metal buildings, their components and their use shall conform in every respect with all applicable provisions of the South Florida Building Code.
- (b) That metal sandwich-type panel units, which are approved as conforming to the standards of the South Florida Building Code shall be permitted for construction of all buildings in all zoning districts; provided, the exterior metal walls shall have a noncorrosive surface with a secondary finish, shop or field applied, or integral finish which will not reflect more than sixty (60) percent of the incident light.
- (c) That approved architecturally shaped metal structural sheets may be used for exterior wall and roof covering of buildings in BU and IU Districts and for nonresidential use buildings in the AU District and for nonresidential accessory use buildings in the RU and EU Districts, provided the same, and the use thereof are approved as conforming with all requirements of the South Florida Building Code and the proviso portion of Subsection (b) above.
- (d) Nonstructural aluminum exterior wall lap siding with baked enamel or other approved finish, which is approved as complying with standards of the South Florida Building Code, shall be permitted as veneer siding in all zoning districts.
- (e) This section is not intended to amend, repeal, modify or supersede Article V, Chapter 33 or Section 33-246(23) of this Code or to prevent the use of metal shingles as roofing, if such shingles are approved as complying with the standards of the South Florida Building Code. It is intended, however, that the provisions of this section shall supersede all reference in Chapter 33 of the Code of Miami-Dade County to requirements for masonry construction, and that type of construction shall be governed by the provisions of this section and the South Florida Building Code.

(Ord. No. 57-19, § 28, 10-22-57; Ord. No. 61-14, § 1, 4-11-61; Ord. No. 65-22, § 2, 4-6-65)







Sponsored by: Interim City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 2022-02, RELATING TO THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN IMPROVEMENTS, RENOVATIONS AND MAINTENANCE PROJECTS ON HISTORIC DESIGNATED PROPERTIES LISTED IN THE COA MATRIX; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 16-13, the City of Opa- Locka, Florida ("City") established the Historic Environmental Preservation Board ("Board") in order to preserve and protect the City's historic and cultural heritage and foster civic pride; and

WHEREAS the Historic Environmental Preservation Board was also established to protect the green environment within the City, especially, the preservation of its trees in order to support Arbor Day principles; and

WHEREAS, pursuant to Ordinance 2022-02, the City of Opa-locka established the minimum standards and the process governing the preservation, maintenance for historically designated properties as set forth in Miami Dade County's Historic Preservation Ordinance; and

WHEREAS, further, pursuant to Ordinance 2022-02, the City created, provided for composition; term of office; qualifications; organization; meetings, records standards and established duties and responsibilities of the Historic Environmental Preservation Board; and

WHEREAS, the City Commission desires to amend Ordinance 2022-02, relating to the Historic Environmental Preservation Board, to establish an administrative process for the approval of regular certificates of appropriateness for certain improvements, renovations and maintenance projects on historic designated properties listed in the COA Matrix.

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 Ordinance 2022-02, relating to the Historic Environmental Preservation Board, Section 2-570.84., entitled "Definitions" and Section 2-570.86, entitled "Rules and Regulations", which shall read:

Sec. 2-570.84. Definitions

(2) Certificates of Appropriateness - A certificate issued by the City Commission after recommendation by the Board permitting certain alterations or improvements to a designated property.

(A) Regular Certificate of Appropriateness - A Regular Certificate of Appropriateness shall be issued and approved by the staff of the Preservation Board, City Manager through the administrative review process based on the guidelines for preservation approved by the City Commission. of minor repair and renovation projects.

(B) Special Certificate of Appropriateness - For all applications for a Special Certificate of Appropriateness involving the demolition, removal, reconstruction or new construction at an individual site or in a district a Special Certificate of Appropriateness is required that is issued directly by the Board.

18) Historic Designated Property- Any property listed on the City of Opa-locka Historic Register or contributing property within the designated historic district.

(19) Minor Repair or Renovation Project -Any alteration to an exterior of historic designated property that is considered to be of minimal impact on the property's historic character, such as routine maintenance, replacement of like-for-like materials, minor paint color changes, or minor repairs to windows and doors, as further defined in the COA Matrix.

Sec. 2-570.86. Rules and Regulations

Section 4. Administrative Approval Process for Minor Repair and Renovation Projects:

(a) Application- An owner of a historic designated property seeking to undertake a minor repair or renovation project shall submit a completed application to the Zoning, Planning and Community Development, including detailed plans, photographs, and a description of the proposed work.

- (b) Review by Zoning, Planning and Community Development- The Director and the designated staff shall review the application to determine if the project qualifies as a minor repair or renovation project. If approved, the Zoning, Planning and Community Development shall issue a Certificate of Appropriateness without further review by the HEPB.
- (c) Notification-The applicant shall be required to notify any adjacent property owners of the administrative approval of a minor repair or renovation project.
- (d) Conditions for Administrative Approval - All minor repair or renovation projects must comply with the established City of Opa-locka Historic Preservation Design Guidelines.

Section 45. Appeals

Upon written decision of the City Commission, an aggrieved party may appeal the decision by filing a written notice of appeal with the City Clerk. The notice of appeal shall state the decision which is being appealed, the grounds for the appeal, and a brief summary of the relief which is sought. Subsequently, the City Commission shall conduct a public hearing at which time they may affirm, modify or reverse the decision of the Board or of the City Commission. Nothing contained herein shall preclude the City Commission from seeking additional information prior to rendering a final decision. The decision of the City Commission shall be reflected in the minutes and a copy of the Minutes shall be forwarded to the board and the appealing party.

Within the time prescribed by the appropriate Florida Rules of Appellate Procedure, a party aggrieved by a decision of the City Commission may appeal an adverse decision to the Circuit Court in and for Dade County, Florida. The party taking the appeal shall be required to pay to the City of Opa-locka the sum of One Hundred Dollars (\$100.00) to defray the costs of preparing the record on appeal.

Section 56. Penalties

Failure by an owner of record to comply with any provision of this ordinance shall constitute a violation hereof and shall be punishable by the City Commission by civil or criminal penalties including a fine of not more than \$500.00 per day for each day the violation continues. In addition, the Board may require that any work performed contrary to this ordinance must be removed and the property returned to its condition prior to commencement of said action.

Section 67. Incentives

All properties designated as individual sites or as designated properties within a district shall be eligible, upon application by the owner(s), for any available financial assistance set aside for historic preservation by Metropolitan Dade County contingent on the availability of funds and the scope of the project as described in the application.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. 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 of the Code 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 5. 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 6. 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 _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

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 Ervin	_____ (Yes)	_____ (No)
Commissioner Santiago	_____ (Yes)	_____ (No)
Vice Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	2.12.2025		Item Type: (Enter X in box)	Resolution	Ordinance 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 X	No
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)	
		X			
Sponsor Name	Interim City Manager		Department:	City Manager	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING CHAPTER 2 ARTICLE XI DIVISION 13 TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN IMPROVEMENTS, RENOVATIONS AND MAIN PROJECTS ON HISTORIC DESIGNATED PROPERTIES.

Staff Summary:

Pursuant to Chapter 2 Article XI Division 13 of the City's Code of Ordinances, historic designated property owners are required to present any requests for rehabilitation, improvements or repairs to the Historic Environmental Preservation Board (HEPB). The Board is tasked with evaluating the projected work and determines whether to approve or deny a Certificate Of Appropriateness (COA). The Planning and Community Development staff believes that properties seeking to undertake minor repairs or renovations should be reviewed administratively and presented to the City Manager or its

designee for final approval. Minor repair or renovation projects are considered to be of minimal impact on the property's historic character, such as routine maintenance, replacement of like-for-like materials, minor paint color changes, or minor repairs to windows and doors, as further defined in the accompanying COA Matrix. A proposed amendment to establish an administrative process for all qualified projects not requiring HEPB review is attached.

Financial Impact – There is no identifiable financial impact associated with this proposed ordinance amendment.

Proposed Action:

Staff recommends the City Commission amends Chapter 2, Article XI, Division 13 to establish an administrative process for the approval of regular certificates of appropriateness for certain improvements.

Attachment:

Memo-Minor Home or Renovation Project
Certificate of Appropriateness Matrix
Draft Ordinance

FROM PAGE 4NW

JOBS

data centers and cloud infrastructure services, inventory, monitoring and diagnosing operating systems, data storage, backups, restores, and business continuity services for disaster recovery.

Salary range:
\$113,341.07 to \$235,628.02
Deadline: 5 p.m. March 7, 2025

PROFESSIONAL SURVEYOR AND MAPPER

Description: Work involves responsibility for performing land surveys for the City of Miami or acting as consultant/adviser monitoring the work of private surveying and mapping companies under contract with the city.

Salary: \$81,013.50
Deadline: Continuously accepting applications

STRUCTURAL ENGINEER PLANS EXAMINER

Description: This position requires structural engineering analysis/review of buildings as mandated by the Florida Building Code. This is highly skilled



inspections, enforcement and supervisory work in the examination, review, analysis approval and/or disapproval of plans to ensure compliance with the Florida Building Code and other applicable codes and regulations as

it relates to building and/or structural plans examining.
Salary range:
\$103,396.18 to \$214,953.23
Deadline: Continuously accepting applications



REQUEST FOR QUALIFICATIONS (RFQ) # 2025-01
VILLAGE OF KEY BISCAINE
GRANT ADMINISTRATION SUPPORT SERVICES

Pre-Proposal Conference: MARCH 11, 2025, AT 10:00 AM
Proposal Deadline: APRIL 03, 2025, AT 11:30 AM

The Village of Key Biscayne invites solicitations from qualified firms, licensed in the State of Florida, to provide a proposal for Grant Administration Support Services. The Village of Key Biscayne encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Proposals must be submitted by the deadline date. Proposal packages will be available on the Village's website www.keybiscayne.fl.gov/procurement or on Demandstar. For further information contact: Procurement at procurement@keybiscayne.fl.gov



LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on **Wednesday, MARCH 12TH, 2025 at 6:00 P.M.**, the City of **Hialeah Planning and Zoning Board** will hold A Public Hearing in the Council Chambers of City Hall, 3rd Floor, 501 Palm Avenue.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Conditional Use Permit (CUP) to allow the expansion of an existing school with grades K-8th, and to allow an increase of students for a maximum population of 740 students. Properties are located at 369 East 10th Street and 1094 East 4th Avenue, Hialeah, zoned B-1 (Highly Restricted Retail District).

Conditional Use Permit (CUP) to allow a K-3rd grade elementary school with a maximum capacity of 26 students in conjunction with a 55-children daycare. Variance permit to allow 11 parking spaces, where 15 parking spaces are required.

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE **CITY COUNCIL** AT ITS MEETING OF **TUESDAY, MARCH 25TH, 2025.**

Written objections must be filed prior to hearing date with the **Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010**. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.

HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on **Wednesday, March 12, 2025 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Government Center, 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 I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025). Deferred from 02/12/2025 RCM

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 2022-02, RELATING TO THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN IMPROVEMENTS, RENOVATIONS AND MAINTENANCE PROJECTS ON HISTORIC DESIGNATED PROPERTIES LISTED IN THE COA MATRIX; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 14, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 14-13(1) AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT, FORECLOSURE PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE V, SECTION 15-75 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LOUD OR UNUSUAL NOISES ON STREETS", AND SECTION 15-80, ENTITLED "DISCHARGING FIREWORKS, COMBUSTIBLES", TO DEFINE TIME RESTRAINTS, EXEMPTIONS AND VIOLATION ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

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 the scheduled meeting date.

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



Memorandum

TO: The Mayor, and City Commission

FROM: Gregory D. Gay, Director
Gerald Lee, Zoning Official
Solomon Bankole, Economic Development Manager
Diana Cheng, Executive Secretary

DATE: January 15, 2025

RE: **Designated Historic Homes**-Approval of Regular Certificate of Appropriateness

Intent and Objectives:

Minor Repair or Renovation Project:

Any alteration to an exterior of historic designated property that is of minimal impact on the property's historic character, such as routine maintenance, replacement of like-for-like materials, minor paint color changes, or minor repairs to windows and doors, as further defined in the accompanying COA Matrix.

Historic Designated Property:

Any property listed on the City of Opa-locka Historic Register or contributing property within the designated historic district.

Certificate of Appropriateness (COA):

A permit required for any exterior alteration to a historic designated property, including minor repair or renovation projects, and determined by the HEPB

An owner of a historic designated property seeking to undertake a minor repair or renovation project shall submit a completed application to the Zoning, Planning and Community Development, including detailed plans, photographs, and a description of the proposed work.

Review by Zoning, Planning and Community Development:

The Director and the designated staff shall review the application to determine if the project qualifies as a minor repair or renovation project. If approved, the Zoning, Planning and Community Development shall issue a Certificate of Appropriateness without further review by the HEPB.

Notification:

The applicant shall be required to notify any adjacent property owners of the administrative approval of a minor repair or renovation project.

END OF MEMORANDUM

Matrix

Administrative Approval vs. Approval by Board Hearing

Action	Admin REVIEW		HEPB REVIEW	
	Regular COA	Special COA	Regular COA	Special COA
Accessory dwellings or structures	☐	☒		
Additions not visible from street and 20% or less of the existing building's square footage	☒	☐		
all other additions	☐	☒		
Awnings (window or porch)	☒	☐		
Carports	☒	☐		
Changes to board-approved plans unless change can otherwise be approved administratively as a Regular COA	☐	☒		
Deck, patio, pergola with structure or on façade of building	☐	☒		
not visible from the right-of-way	☒	☐		
Demolitions non-historic addition that totals 10% or less of building's total square footage of non-historic outbuilding	☒	☐		
all other demolitions	☐	☒		
Doors and garage doors same materials, style or size	☒	☐		
change in materials or style	☒	☐		
change in openings on façade	☐	☒		
change in openings on secondary elevation	☒	☐		
Driveways and sidewalks	☒	☐		
Garages (attached or detached)	☐	☒		
Extension of COA	☒	☐		
Exterior mounted technology - solar, screens, satellite cellular on façade or visible from right-of-way	☐	☒		
on other elevations	☒	☐		
Exterior wall finish change in original materials	☐	☒		
removal of non-historic material to restore original materials	☒	☐		
Fences, walls and hedges feature that does not extend beyond the façade of the structure	☒	☐		
encloses front yard that has previously been enclosed	☒	☐		
encloses a front yard that has previously not been enclosed	☐	☒		
Mechanical Systems with visual impact	☒	☐		

Admin REVIEW HEPB REVIEW

Action	Regular COA	Special COA
Painting	☒	☐
Pools, pool enclosures at rear of structure or not visible from right-of-way	☒	☐
at front of structure or visible from right-of-way	☐	☒
Porches return porch opening to original design	☒	☐
open a historically enclosed porch	☐	☒
enclose a historically open porch on façade or visible from right-of-way	☐	☒
enclose a historically open porch on elevation not visible from right-of-way	☒	☐
Relocation of a structure (s)	☐	☒
Repairs and maintenance (match existing)	☒	☐
Roof same material and shape	☒	☐
change in material consistent with architectural style	☒	☐
change in material not consistent with architectural style	☐	☒
change in shape and/or height	☐	☒
Screen doors	☒	☐
Screening for HVAC, waste collection, etc.	☒	☐
Seawalls, boat lifts and docks	☒	☐
Signage	☒	☐
Sheds	☒	☐
Shutters (including storm shutters)	☒	☐
Skylights on façade of visible from right-of-way	☐	☒
not visible from right-of-way	☒	☐
Windows same materials, style, or size	☒	☐
change in style on façade	☐	☒
change in materials on façade or secondary elevation or style on secondary elevation	☒	☐
change in openings	☐	☒

Staff reserves the right to defer an item to the Board if it does not fit within one of the above categories. Staff and the Board reserve the right to apply additional flexibility in the application of review standards as it relates to the resiliency goals of the proposed scope of work, the resource's proximity to water or shoreline, and other vulnerability factors as considered in the Office of Historic Preservation's Historic Site Vulnerability Matrix.

ORDINANCE 2025-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 14 , OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 14-13(1) AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT, FORECLOSURE PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa Locka desires to protect the public health, safety, and welfare of the citizens of the incorporated area of City of Opa Locka and maintain a high quality of life for the citizens of the City of Opa Locka through the maintenance of structures and properties in the City of Opa Locka; and

WHEREAS, the City Commission recognizes properties subject to foreclosure action or foreclosed on and vacant properties (hereinafter referred to as "Registrable Properties") located throughout the City of Opa-Locka lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the City Commission has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the City Commission recognize in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the City Commission has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the City of Opa-Locka to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

WHEREAS, the City Commission finds that the implementation of the following changes and additions will assist the City in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing City regulations and laws.

NOW THEREFORE, BE IT ORDAINED THE CITY NOW THEREFORE, 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 Chapter 14 “Nuisances”, Article I to create new Section 14-13,

entitled “REGISTRATION OF ABANDONED, VACANT FORECLOSURE PROPERTIES”, which shall read:

CHAPTER 14. NUISANCES

Sec. 14-13. - REGISTRATION OF ABANDONED, VACANT FORECLOSURE PROPERTIES

14-13 (1) PURPOSE AND INTENT.

It is the purpose and intent of the City Commission to establish a process to address the deterioration, crime, and decline in value of City of Opa Locka neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City of Opa-Locka, and to identify, regulate, limit and reduce the number of these properties located within the City of Opa-Locka. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the City Commission’s further intent to establish a registration program as

a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

Sec. 14-13 (2) DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Abandoned personal property means wrecked or derelict property which has been left abandoned and unprotected from the elements and shall include wrecked, inoperative or partially machinery, dismantled motor vehicles, trailers, boats, refrigerators, washing machines, plumbing fixtures, furniture and any other similar article which has been left abandoned and unprotected from the elements.

Accessible property means a property that is accessible through a comprised/breached gate, fence, wall, etc.

Accessible structure means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage or deed of trust.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City of Opa Locka to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents;

and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt if the borrower defaults. A Foreclosure or Foreclosure Action is deemed commenced upon a Mortgagee's filing of a Notice of Lis Pendens or similar evidence of Default.

Law Enforcement shall mean City of Opa-Locka Police or other officially recognized county, state or federal law enforcement organization recognized by the City of Opa-Locka.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities as the assignee or owner.

Nominal salvage value means the value of an article of abandoned or derelict property which a reasonably prudent person would believe the fair market value of the property would be nominally greater than the costs of salvage including the removal, transportation, storage, and sale of same. This definition shall take into consideration its useful life, earning capacity or replacement cost, less depreciation and items of general or special depreciation.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City of Opa Locka limits.

Registrable Property shall mean:

- (a) Any Real Property located in the City of Opa-Locka, whether Vacant or occupied, that is (i) subject of a Foreclosure Action; (ii) has been the subject of a Foreclosure

Action and a judgment has been entered but the property has not yet been sold; (iii) has been the subject of a Foreclosure sale and title was transferred to the Mortgagee or an affiliate entity of the Mortgagee; or (iv) transferred to the Mortgagee or an affiliated entity of the Mortgagee under a deed in lieu of Foreclosure or Foreclosure sale. The designation of a Real Property as a Registrable Property pursuant to this subsection shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed; or

- (b) Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

Registry shall mean a web-based electronic database of searchable Real Property records, used by the City of Opa-Locka to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Chapter.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the City of Opa-Locka, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City of Opa-Locka codes. This includes, but is not limited to, electrical, gas, water, sewer, trash service, lawn maintenance, and pool maintenance.

Vacant shall mean any parcel of land in the City of Opa Locka that contains any building or structure to be used as a residence or for commercial or industrial purposes that is not lawfully occupied or used for its accustomed and ordinary purpose, as evidenced by conditions set forth in the definition of "*Evidence of Vacancy*". In the case of the use of residential property, "used for its accustomed and ordinary purpose" means as a place of abode.

Sec. 14-13 (3) APPLICABILITY AND JURISDICTION

This Chapter applies to all Real Property within the City of Opa-Locka.

- (1) *Applicability.* This section shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional remedy available to the city above and beyond any other state, county and/or local provisions for same.

- (2) *Penalties.* Any person who shall violate the provisions of this article shall, upon conviction, be punished as provided in this section.
- (3) *Placement of abandoned personal property prohibited.*
- (a) It shall be unlawful for any person to abandon personal property upon private property:
1. Without receiving the property owner's consent; or
 2. In violation of this or any other applicable law, ordinance or regulation.
- (b) Nothing in this section shall be deemed to apply to abandoned personal property authorized to be left on private business property properly operated, licensed and zoned in the city for the purpose of accepting abandoned property.
- (4) *Public nuisance.* All abandoned personal property and foreclosure real property is hereby declared to be a public nuisance, the abatement of which is hereby declared to be necessary for the health, welfare and safety of the residents of the city.
- (5) *Notification procedure.* When an enforcement officer ascertains that an article of personal property having nominal salvage value lies abandoned or derelict upon private property, that officer shall:

- (a) Cause a notice to be placed upon such abandoned property in the substantially following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY THIS PROPERTY, TO WIT: (setting forth brief description)

LOCATED AT: (setting forth brief description of location) is:

IMPROPERLY STORED AND IS IN VIOLATION OF (setting forth ordinance or violation violated)

AND MUST BE REMOVED WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE; OTHERWISE IT SHALL BE PRESUMED TO BE ABANDONED PROPERTY AND WILL BE REMOVED AND SOLD OR DESTROYED BY ORDER OF THE GOVERNING BODY OF THE CITY OF OPA-LOCKA, FLORIDA

DATED THIS: (setting forth the date of posting of notice);

SIGNED (setting forth name, title, address and telephone number of enforcement officer.)

Such notice shall be not less than eight (8) inches by ten (10) inches and be sufficiently weatherproof to withstand normal exposure to the elements.

- (b) The enforcement officer shall also make reasonable effort to ascertain the name and address of the owner of the abandoned property and, if such address is reasonably available, the officer shall mail by certified mail a copy of the notice

to the owner on or before the date of posting the above-described notice on the abandoned personal property.

- (c) The enforcement officer shall mail, by certified mail, a copy of the above-described notice to the owner of the real property upon which the abandoned personal property is located, as shown by the real estate tax records used by the county, on or before the date of posting such notice.

(6) *Removal of abandoned personal property.*

- (a) If at the end of ten (10) days after posting notice under this article, the owner or any person interested in such abandoned personal property described in the notice has not removed same, the enforcement officer may cause the article of abandoned personal property to be removed and destroyed or sold, and the salvage value, if any, of such article shall be retained by the local government to be applied against the cost of removal and destruction thereof.
- (b) Before sale or destruction, as determined by the City of Opa-Locka, any owner or lienholder of the abandoned personal property shall be permitted to regain possession thereof upon proof of ownership or lien rights entitling the lienholder to possession, upon payment of storage charges and all expenses incurred by the enforcement officer and/or the city.

Sec. 14-13 (4)

ESTABLISHMENT OF A REGISTRY

The City of Opa-Locka, or its designee, shall establish a registry cataloging each Registrable Property within the City of Opa Locka, containing the information required by this Chapter.

Sec. 14-13 (5)

**INSPECTION AND REGISTRATION OF REAL PROPERTY
UNDER FORECLOSURE**

- (a) Any Mortgagee who holds a mortgage on Real Property located within the City of Opa-Locka shall perform an inspection of the property that upon Default by the mortgagor as evidenced by the filing of a Foreclosure Action, Lis Pendens, or Notice of Trustee's Sale. Inspection means a careful examination of the property to determine occupancy and if it is in compliance with all applicable building, maintenance, and housing codes.
- (b) Property inspected pursuant to subsection (a) above that remains in Foreclosure shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the

Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.

- (c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the City of Opa-Locka Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain, and secure the Real Property subject to the mortgage under a Foreclosure Action. A separate registration is required for each property under a Foreclosure Action, regardless of whether it is occupied or vacant.

(1) Mortgagees who have existing registrable property on the effective date of this ordinance have thirty (30) calendar days from the effective date to register the property as indicated in this section. A separate registration is required for each property, whether it is vacant or occupied.

- (d) Registration pursuant to this section shall contain the name of the mortgagee and the mortgage servicer, the direct mailing address of both parties, a direct contact name and telephone number for both parties, a facsimile number and/or e-mail address for both parties, the folio or tax number, and the name and 24-hour contact telephone number of the property management company responsible for the security and maintenance of the property.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of Three Hundred Dollars (\$300.00) for each property. Subsequent non-refundable Semi-Annual renewal registrations of properties and fees in the amount of Three Hundred Dollars (\$300.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the City of Opa-Locka's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.
- (f) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new Mortgagee / Servicer is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property, if not already registered, or update the existing registration. The previous Mortgagee(s) / Servicer(s) will not be released from the responsibility of paying all previous

unpaid fees, fines, and penalties accrued during their involvement with the Registrable Property.

- (g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Foreclosed Property.
- (h) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.
- (k) Any person or corporation that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change to the City of Opa Locka.
- (l) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City of Opa Locka.
- (m) If any property is in violation of this Chapter the City of Opa Locka may take the necessary action to ensure compliance with and/or place a lien on the property

for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

**Sec. 14-13 (6) INSPECTION AND REGISTRATION OF REAL PROPERTY
 THAT IS NOT SUBJECT TO A MORTGAGE IN FORECLOSURE**

- (a) Any Owner of Vacant property, as defined in this chapter, located within the City of Opa Locka shall within ten (10) days after the property becomes Vacant, register the Real Property with the City of Opa Locka Registry. Structures that are vacant property at the time of the adoption of this ordinance must register within fifteen (15) days of the date this ordinance takes effect.
- (b) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.
- (c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300.00 for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of \$300.00 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the City of Opa Locka's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter.
- (d) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property, if not already registered, or update the existing registration. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.
- (e) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be

charged for every thirty (30) day-period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.

- (f) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.
- (g) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City of Opa Locka.
- (h) If any property is in violation of this Chapter the City of Opa Locka may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (i) Properties registered as a result of this section are not required to be registered again pursuant to the Foreclosure mortgage property section.

Sec. 14-13 (7)

MAINTENANCE REQUIREMENTS

- (a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Visible Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or

artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.

- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code provisions.
- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the ~~City Code~~ applicable code(s) and issuance of a citation ~~by the City's code compliance unit~~ or notice of violation in accordance with the applicable code of the City of Opa Locka. Pursuant to a finding and determination by the City of Opa-Locka, the Special Magistrate or a court of competent jurisdiction, the City of Opa Locka may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the City of Opa Locka.

Sec. 14-13 (8)

SECURITY REQUIREMENTS

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the City Code and citation by the City's code compliance unit pursuant to a finding and determination by the special magistrate, the City may take the necessary action to ensure compliance with this section.
- (d) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee and/or Owner to perform the work necessary to bring the property into compliance with the applicable code(s),

and the Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.

- (c) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the City of Opa-Locka.
- (d) When a property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the City of Opa Locka Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
AND IS INSPECTED ON A REGULAR BASIS. _____.
THE PROPERTY MANAGER CAN BE CONTACTED _____.
BY TELEPHONE AT _____.
OR BY EMAIL AT _____.

- (e) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.
- (f) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the City of Opa-Locka. The City of Opa-Locka may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

Sec. 14-13 (9) PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the City of Opa-Locka from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any

other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

Sec. 14-13 (10) PUBLIC NUISANCE

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the City of Opa-Locka.

Sec. 14-13 (11) ADDITIONAL AUTHORITY

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement City Commission or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the City of Opa-Locka from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) Law enforcement, code enforcement City Commission or special magistrate shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the law enforcement, code enforcement, City Commission or special magistrate may direct the City of Opa-Locka to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.
- (d) If the Mortgagee or Owner does not reimburse the City of Opa-Locka for the cost of temporarily securing the property, or of any abatement directed by law enforcement, code enforcement officer, code enforcement, City Commission or special magistrate, within thirty (30) days of the City of Opa-Locka sending the Mortgagee or Owner the invoice then the City of Opa-Locka may lien the property with such cost, along with an administrative fee as determined in the City of Opa-Locka's fee ordinance to recover the administrative personnel services. In

addition to filing a lien the City of Opa-Locka may pursue financial penalties against the Mortgagee or Owner.

- (e) The City of Opa-Locka may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the City of Opa Locka contract with for that purpose.

**Sec. 14-13 (11) OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER;
PENALTY**

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

Sec. 14-13 (11) IMMUNITY OF ENFORCEMENT OFFICER

Any Enforcement Officer or any person authorized by the City of Opa-Locka to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

Sec. 14-13 (12) PENALTIES

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

Sec. 14-13 (13) AMENDMENTS

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the City Commission.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. 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 of the Code 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 5. 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 6. Effective Date.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

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 Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____



City of Opa-Locka Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson			ICM Signature:			
Commission Meeting Date:	2.12.2025		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	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X		X	
Funding Source: Account# :	(Enter Fund & Dept) 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#: Piggyback				
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	Mayor Taylor		Department:	City Commission			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING CHAPTER 14, ARTICLE 4, OF THE OPA LOCKA CITY CODE TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT FORECLOSURE PROPERTIES", PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN ABANDONED REAL PROPERTIES, AND VACANT AND DILAPITED PROPERTIES BY OWNERS; AUTHORIZING THE CITY ATTORNEY TO INITIATE FORCLOSURE PROCEEDINGS ON ANY AND ALL PROPERTIES AS RECOMMENDED BY THE CITY MANAGER, PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

Staff Summary:

The purpose and intent of the City Commission is to establish a process to address the deterioration and decline of land value in City of Opa-locka neighborhoods caused by vacant and abandoned properties that

become havens for criminal activity. The City Commission desires to identify, register, regulate, limit and reduce the number of these properties located within the City of Opa-locka. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures are often not properly or diligently maintained, which contribute to forming of slum and blight, declined property values, and have a negative perception of the residential areas where they are located. It is the City Commission's further intent to establish a registration program as a mechanism to help regulate and protect neighborhoods from becoming blighted through the lack of adequate property maintenance by enforcement actions with the property owner. This will be an extra tool to regulate, manage, and maintain private properties in the City of Opa-locka.

Financial Impact – There is no fiscal impact directly associated with the adoption of this proposed ordinance amendment. The impact of future programs which might result from this amendment, which would first be brought back for Commission approval, could range from revenue from sharing property registration fees to expenditures involved in possible foreclosure actions.

Proposed Action:

Staff recommends the City Commission approves the legislation.

Attachment:

- DRAFT Ordinance
- Memo-Purpose & Intent
- HERAREGISTRY – Executive Summary

FROM PAGE 4NW

JOBS

data centers and cloud infrastructure services, inventory, monitoring and diagnosing operating systems, data storage, backups, restores, and business continuity services for disaster recovery.

Salary range:
\$113,341.07 to \$235,628.02
Deadline: 5 p.m. March 7, 2025

PROFESSIONAL SURVEYOR AND MAPPER

Description: Work involves responsibility for performing land surveys for the City of Miami or acting as consultant/adviser monitoring the work of private surveying and mapping companies under contract with the city.

Salary: \$81,013.50
Deadline: Continuously accepting applications

STRUCTURAL ENGINEER PLANS EXAMINER

Description: This position requires structural engineering analysis/review of buildings as mandated by the Florida Building Code. This is highly skilled



inspections, enforcement and supervisory work in the examination, review, analysis approval and/or disapproval of plans to ensure compliance with the Florida Building Code and other applicable codes and regulations as

it relates to building and/or structural plans examining.
Salary range:
\$103,396.18 to \$214,953.23
Deadline: Continuously accepting applications



REQUEST FOR QUALIFICATIONS (RFQ) # 2025-01
VILLAGE OF KEY BISCAINE
GRANT ADMINISTRATION SUPPORT SERVICES

Pre-Proposal Conference: MARCH 11, 2025, AT 10:00 AM
Proposal Deadline: APRIL 03, 2025, AT 11:30 AM

The Village of Key Biscayne invites solicitations from qualified firms, licensed in the State of Florida, to provide a proposal for Grant Administration Support Services. The Village of Key Biscayne encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Proposals must be submitted by the deadline date. Proposal packages will be available on the Village's website www.keybiscayne.fl.gov/procurement or on Demandstar. For further information contact: Procurement at procurement@keybiscayne.fl.gov



LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on **Wednesday, MARCH 12TH, 2025 at 6:00 P.M.**, the City of **Hialeah Planning and Zoning Board** will hold A Public Hearing in the Council Chambers of City Hall, 3rd Floor, 501 Palm Avenue.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Conditional Use Permit (CUP) to allow the expansion of an existing school with grades K-8th, and to allow an increase of students for a maximum population of 740 students. Properties are located at 369 East 10th Street and 1094 East 4th Avenue, Hialeah, zoned B-1 (Highly Restricted Retail District).

Conditional Use Permit (CUP) to allow a K-3rd grade elementary school with a maximum capacity of 26 students in conjunction with a 55-children daycare. Variance permit to allow 11 parking spaces, where 15 parking spaces are required.

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE **CITY COUNCIL** AT ITS MEETING OF **TUESDAY, MARCH 25TH, 2025.**

Written objections must be filed prior to hearing date with the **Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010**. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.

HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



CITY OF OPA-LOCKA, FLORIDA

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on **Wednesday, March 12, 2025 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Government Center, 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 I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025). Deferred from 02/12/2025 RCM

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 2022-02, RELATING TO THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN IMPROVEMENTS, RENOVATIONS AND MAINTENANCE PROJECTS ON HISTORIC DESIGNATED PROPERTIES LISTED IN THE COA MATRIX; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 14, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 14-13(1) AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT, FORECLOSURE PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE V, SECTION 15-75 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LOUD OR UNUSUAL NOISES ON STREETS", AND SECTION 15-80, ENTITLED "DISCHARGING FIREWORKS, COMBUSTIBLES", TO DEFINE TIME RESTRAINTS, EXEMPTIONS AND VIOLATION ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

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 the scheduled meeting date.

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

Sponsored by: Commissioner Ervin

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE V, SECTION 15-75 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LOUD OR UNUSUAL NOISES ON STREETS", AND SECTION 15-80, ENTITLED "DISCHARGING FIREWORKS, COMBUSTIBLES", TO DEFINE TIME RESTRAINTS, EXEMPTIONS AND VIOLATION ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 15, Article V, Section 15 of the City of Opa-Locka's Code of Ordinances defines the offenses and prohibitions of noise usage within City limits of the City of Opa-Locka; and

WHEREAS, there has been an influx in the amount of complaints regarding the noise disturbances in various areas within the City of Opa-Locka ("City"); and

WHEREAS, after extensive review of the relevant Noise ordinance, the City Commission desires to amend the noise ordinance to identify time restrictions for enforcement and exemptions; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to amend Chapter 15, Article V, Section 15 of the City of Opa-Locka's Code of Ordinances to identify time restrictions for enforcement and exemptions.

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

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Adoption of the Amendment to Noise Ordinance. The City Commission of the City of Opa-Locka hereby approves an amendment Chapter 15, Article V, Section 15 of the City of Opa-Locka's Code of Ordinances to identify time restrictions for enforcement and exemptions, as set forth herein:

Section 15-75 - Loud or unusual noises on streets.

(c) The use of any amplifier or loudspeaker to play, broadcast or transmit music shall constitute prima facie evidence that the music is being played, broadcasted or transmitted in such a manner as would reasonably be calculated to attract a crowd or cause numbers of persons to congregate. **The use of any amplifier or loudspeaker to play, broadcast or transmit music shall be prohibited between the hours of 1:00 am and 9:00 am daily.**

Sec. 15-80. - Discharging fireworks, combustibles.

It shall be unlawful to fire or discharge squibs, firecrackers, gunpowder or other combustible substances in the streets or elsewhere for the purpose of making noise or disturbance, except **on City observed holidays. In those cases, these activities shall be prohibited daily between the hours of 1:00 am and 9:00 am.** ~~upon proclamation or by written permission of the mayor.~~

Violators shall be issued a warning for a first offense and an fine of \$500.00 for every subsequent offense.

SECTION 3. Severability. The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 5. Conflict & Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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 General 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.

SECTION 4. 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 without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5. Effective Date. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this __ day of _____ 2025.

PASSED SECOND READING this __ day of _____ 2025.

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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



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

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	2.12.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: 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 Ervin		Department:	City Commission			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING CHAPTER 15 ARTICLE V SECTION 15-75 ENTITLED "NOISE" TO DEFINE TIME RESTRAINTS AND EXEMPTIONS AND VIOLATION ENFORCEMENT.

Staff Summary:

Chapter 2 Article V Section 15 of the City's Code of Ordinances defines the offenses and prohibitions of noise usage within City limits. There have been an influx in the amount of complaints regarding the noise disturbances in various areas. After extensive review of the corresponding ordinance, the City Commission desires to amend the ordinance to identify time restrictions for enforcement and exemptions.

Section 15-75 (c) shall read *The use of any amplifier or loudspeaker to play, broadcast or transmit music shall constitute prima facie evidence that the music is being played, broadcasted or transmitted in such a manner as would reasonably be calculated to attract a crowd or cause numbers of persons to congregate* ***shall be prohibited between the hours of 1:00 am and 9:00 am daily.***

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Financial Impact – There is no identifiable financial impact associated with this proposed ordinance amendment.

Proposed Action:

Staff will proceed at the direction of the City Commission.

Attachment:

FROM PAGE 4NW

JOBS

data centers and cloud infrastructure services, inventory, monitoring and diagnosing operating systems, data storage, backups, restores, and business continuity services for disaster recovery.

Salary range:
\$113,341.07 to \$235,628.02
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GRANT ADMINISTRATION SUPPORT SERVICES

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Written objections must be filed prior to hearing date with the **Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010**. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.

HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

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AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 2022-02, RELATING TO THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN IMPROVEMENTS, RENOVATIONS AND MAINTENANCE PROJECTS ON HISTORIC DESIGNATED PROPERTIES LISTED IN THE COA MATRIX; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 14, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 14-13(1) AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT, FORECLOSURE PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE V, SECTION 15-75 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LOUD OR UNUSUAL NOISES ON STREETS", AND SECTION 15-80, ENTITLED "DISCHARGING FIREWORKS, COMBUSTIBLES", TO DEFINE TIME RESTRAINTS, EXEMPTIONS AND VIOLATION ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 12, 2025).

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 the scheduled meeting date.

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

ARTICLE V. - NOISE

*Footnotes:**--- (2) ---*

Cross reference— *Regulation of entertainment at establishments selling alcoholic beverages, § 4-10 et seq.; keeping howling or barking dogs, § 5-18; noise by peddlers, § 13-160; sound amplifiers, musical instruments in parks and recreational areas, § 16-58.*

County Code reference—*Noise generally, § 21-28.*

Sec. 15-73. - Prohibited generally.

It shall be unlawful to make any loud, unnecessary, excessive or unusual noise within the city.

(Code 1955, § 16-43)

Sec. 15-74. - Near hospital or school.

It shall be unlawful for any person by himself or by the operation of any instrument, agency or vehicle, to make any unnecessary or unseemly noises within one hundred and fifty (150) feet of any portion of the grounds and premises on which is located a hospital or other institution reserved for the sick, or any school during school hours. The chief of police shall place, or cause to be placed as many signs as he may deem proper within or near zones hereby created, calling attention to the prohibition against unnecessary noises within such zones.

(Code 1955, § 16-44)

County Code reference—Noise near school, court, church or hospital, § 21-28(g).

Sec. 15-75. - Loud or unusual noises on streets.

- (a) It shall be unlawful for any person to ring any hand bell, beat or strike any pan, pail or other like article, or sound any gong or blow any whistle or horn, or other than musical instrument when used as part of a band of music or orchestra, except to give necessary signals upon a motor vehicle, motorcycle, bicycle or similar vehicle or to cry out the sale of goods, wares or merchandise, or to make, aid, continue or encourage or assist in making any other loud or unusual noises on the streets of the city.
- (b) It shall be unlawful and a violation of this section for any person, firm, partnership or corporation to play, broadcast or transmit music in such manner as would reasonably be calculated to attract a crowd or cause numbers of persons to congregate in or on any space, lot, yard, sidewalk or

street, or to permit the same to occur on or from any property owned, leased or occupied by said person, firm, partnership, or corporation in the city without first having obtained a temporary special permit to do so from the city manager and the police chief.

- (c) The use of any amplifier or loudspeaker to play, broadcast or transmit music shall constitute prima facie evidence that the music is being played, broadcasted or transmitted in such a manner as would reasonably be calculated to attract a crowd or cause numbers of persons to congregate.
- (d) Any person, firm, partnership or corporation who violates any provision of this section commits a misdemeanor of the second degree and shall upon conviction in a court of competent jurisdiction be punished by imprisonment in the county jail for not more than sixty (60) days, or a fine not more than five hundred (\$500.00) dollars.

(Code 1955, § 16-9; Ord. No. 96-04, § 1, 2-28-96)

Sec. 15-76. - At soft drink stands, restaurants.

It shall be unlawful to blow, ring or sound any automobile horn, chime or bell on or about premises used in conjunction with the operation of any barbecue or soft drink stand or restaurant where such barbecue or soft drink stand or restaurant premises shall be located within a distance of three hundred (300) feet from improved residential property, unless such blowing, ringing or sounding shall be necessary for the protection of life or property.

(Code 1955, § 16-10)

Sec. 15-77. - Music prohibited if audible three hundred feet from source.

It shall be unlawful for any person owning, occupying or having charge of any building or premises or any part thereof, in the city, at any time to cause or suffer or allow any loud, unnecessary, excessive or unusual noises in the operation of any radio, phonograph or other mechanical sound-making device, or instrument, or reproducing device or instrument, or in the playing of any band, orchestra, musician or group of musicians, or in the use of any device to amplify the music of any band, orchestra, musician or group of musicians, where the noise or music is plainly audible at a distance of three hundred (300) feet from the building, structure, vehicle or premises in which or from which it is produced. The fact that the noise or music is plainly audible at a distance of three hundred (300) feet from the vehicle or premises from which it originates constitutes prima facie evidence of a violation of this section.

(Code 1955, § 16-55)

County Code reference—Noise from sound amplifying devices, § 21-28(b).

Sec. 15-78. - Hours for jukeboxes.

It shall be unlawful to play or operate any juke organ or jukebox located in, on or about the premises of any barbecue or soft drink stand or restaurant between the hours of 11:00 p.m. and 7:00 a.m. of the following day, unless such barbecue or soft drink stand or restaurant premises shall be located more than three hundred (300) feet distant from improved residential property.

(Code 1955, § 16-40)

Cross reference— Regulation of coin-operated devices generally, § 13-92 et seq.

Note— See note preceding § 15-78.

Sec. 15-79. - Hours for use of noisy construction equipment.

It shall be unlawful for any person in conducting any building operations between the hours of 10:00 p.m. and 7:00 a.m., to the following day to operate or use any pile-driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other apparatus, the use of which is attended by loud or unusual noise, except by written permission of the city manager, and then only in case of emergency.

(Code 1955, § 16-13)

Sec. 15-80. - Discharging fireworks, combustibles.

It shall be unlawful to fire or discharge squibs, firecrackers, gunpowder or other combustible substances in the streets or elsewhere for the purpose of making noise or disturbance, except upon proclamation or by written permission of the mayor.

(Code 1955, § 16-45)

Cross reference— Discharging fireworks in parks, § 16-55.

State Law reference— Exploding fireworks, F.S. § 791.02.

County Code reference—Fireworks in or near county parks, § 26-1, Rule 17.

Sec. 15-81. - Noisy emission of steam, other gases.

It shall be unlawful to permit or cause the emission of steam or other gases if such emission cannot be done without the production of disturbing noises.

(Code 1955, § 16-46)

Sec. 15-82. - Noisy blower, power fan, internal combustion engine.

It shall be unlawful to operate or cause to be operated any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noises due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noises, so that the same shall not cause annoyance to the public or disturb the rest and quiet of persons residing or occupying property near enough thereto to be annoyed by the unmuffled blower, fan or exhaust of any such engine.

(Code 1955, § 16-47)

State Law reference— Exhaust systems for motor vehicles, F.S. § 316.272.

County Code references—Noisy exhausts, § 21-28(e); mufflers and prevention of vehicle noise, § 30-258.

Sec. 15-83. - Steam whistles.

It shall be unlawful to blow any steam whistles except as follows: For an alarm of fire; upon locomotive engines for the purpose only of giving necessary safety signals; upon stationary engines in factories or other industrial establishments at the time of beginning and quitting work in such establishments; upon vessels, crafts and floats for the purpose of giving only necessary marine signals. Air raid warning signals are hereby excepted.

(Code 1955, § 16-64)

County Code reference—Blowing of steam whistles, § 21-28(d).

Secs. 15-84—15-93. - Reserved.